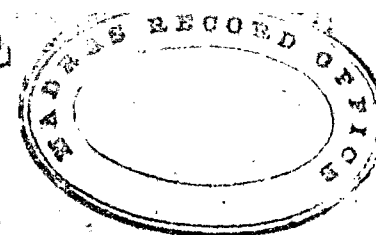


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A.S.O.(D)



REPORT OF MR. JOHN HODGSON APPOINTED BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL OF FORT ST. GEORGE UNDER DATE THE 28TH JANUARY 1818 TO CONDUCT THE RESTITUTION OF THE DUTCH SETTLEMENTS SITUATED IN THE TERRITORIES UNDER THE PRESIDENCY OF FORT SAINT GEORGE.

1. The principal settlements which belonged to the Dutch East India Company in 1795 and which are now to be restored to His Majesty the King of the Netherlands enumerated in the following statement in which also the annual revenue and charges of each settlement, so far as these items are stated in the revenue accounts are exhibited at one view.

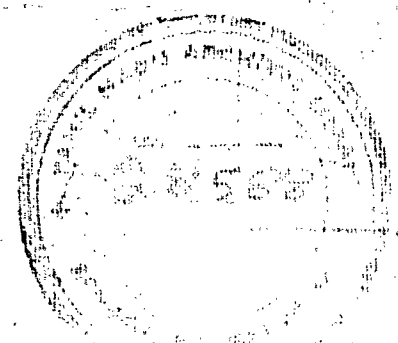
2. The convention of the 13th August 1814 refers to the 1st January 1803 and states that the colonies, factories and establishments which were possessed by Holland on that date, with certain exceptions, shall be restored and the Right Honorable the Governor-General in Council has interpreted this reference to the 1st January 1803 to mean the possessions held by the Dutch East India Company in 1795.

To the Governor-General 29th November 1816.
From the Governor-General 17th December 1816.

Statement showing the Dutch Settlements in the Coast of Coramandel District in which situated—Revenue derived therefrom and the charges of collections, the pensions and other charges of administration for Fasly 1226 or from 12th July 1816 to 11th July 1817.

	Bimlipatam in Vizapatam.		Policote & Juggunaick- pooram in Rajahmundry.		Pulicat in N. D. Arcot.		Sadras and Ircum &c., in Chingleput.		Portonovo in South Arcot.		Tutacoryn and dependent factories in Tinnevely.		Grand Total.	
	S. P.	F. C.	S. P.	F. C.	S. P.	F. C.	S. P.	F. C.	S. P.	F. C.	S. P.	F. C.	S. P.	F. C.
GROSS COLLECTIONS.														
Land Revenue	...	...	1,892	30 27	...	...	1,346	23 26	...	...	...	...	3,239	8 53
Abkarry	...	...	760	11 19	...	...	248	11 20	...	...	...	...	1,008	22 39
Sundry small farms and licences	...	...	158	33 15	...	...	66	35 71	...	...	...	...	225	24 6
Salt	...	...	1,110	12 68	...	...	...	...	...	...	...	...	1,110	12 68
Land Customs	...	...	817	39 27	...	...	369	38 7	...	...	...	...	1,187	27 34
Extra Revenue	...	...	...	...	...	...	3	2 46	...	...	...	...	3	2 46
Interest account	...	...	12	11 56	...	...	...	...	...	...	...	...	12	11 56
Refunds of charges collections	...	...	...	...	...	...	...	...	...	...	...	...	2	18 51
Recoveries of advances for tuckavy	...	...	...	...	...	...	20	9 65	...	...	...	...	214	9 65
Recoveries of repairs of tanks	...	...	...	...	...	...	63	16 61	...	...	...	...	63	16 61
Recoveries of salt	...	...	63	18 49	...	...	...	...	...	...	...	...	63	18 49
Refunds of pensions	...	...	...	...	2	0 0	...	...	...	...	...	...	2	0 0
Total gross collections	...	...	4,815	22 21	2	0 0	2,314	16 27	...	...	...	...	7,131	38 48
GROSS CHARGES.														
Charges, collection of land	...	...	212	27 49	...	...	354	0 0	...	...	...	...	566	27 49
Charges, collection of salt	...	...	80	31 47	...	...	...	...	...	...	...	...	80	31 47
Charges, collection of Land Customs	...	...	193	0 0	...	...	72	0 0	...	...	...	...	270	0 0
Sunderward charges of land	...	...	26	18 0	...	...	15	0 0	...	...	...	...	41	18 0
Sunderward charges of Land Customs.	...	...	9	0 0	...	...	...	...	...	...	...	...	9	0 0
Extra charges	...	...	45	32 14	...	...	2	18 34	...	...	...	...	48	0 48
Advances for tuckavy	...	...	...	...	...	...	274	0 0	...	...	...	...	274	0 0
Advances for repairs of tanks	...	...	...	...	...	...	260	34 14	...	...	...	...	261	34 14
Advances for salt	...	...	63	18 49	...	...	...	...	...	...	...	...	63	18 49
Salt compensations	...	...	107	5 56	...	...	...	...	...	...	...	...	56	5 56
Collectors extra commissions	...	...	88	43 60	...	...	8	9 1	...	...	...	...	97	7 61
Pensions and charitable allowances	191	28 14	1,114	31 16	3,344	7 4	1,685	38 25	...	...	2,116	36 60	8,453	6 40
Medical allowances for attendance on Dutch Prisoners	...	...	...	...	...	...	...	...	...	...	107	22 0	107	22 0
Total gross charges	191	28 14	1,946	28 50	3,344	7 4	2,672	4 24	...	...	2,224	13 61	10,378	37 43
Surplus	...	...	2,868	38 51	...	...	...	...	...	...	...	...	...	...
Deficiency	191	28 14	...	...	3,342	7 4	357	33 47	...	...	2,224	13 61	3,246	43 75

NOTE.—The villages of Ircum are properly dependencies of Pulicat but for reasons, I am not at present informed of, the town of Pulicat only was transferred to the jurisdiction of the Collector of the Northern Division of Arcot and the villages dependent on Pulicat remained under the jurisdiction of the Collector of Zillah Chingleput.



4. It will be observed that no revenue is credited to the head of Tutacoryn, the correspondence noted below will explain the cause of this. The revenue derived from the pearl and chank fishery is a branch of revenue which for a long period had been in dispute between the Dutch and His Highness the Nabob of the Carnatic. Owing to an official oversight the whole of the chank fishery revenue had been credited to the head of Dutch Settlements. No pearl fishery was undertaken in the year for which the statement is made out.

Appendix.

PAGED.

To The Accountant-General, dated 16th February 1818	
" " 26th February "	
" " 2nd March "	
" " 4th "	
" " 7th & 9th "	
From " 21st "	

5. At the several conferences held with the Commissioner* on the part of the King of the Netherlands the nature and extent of the claims preferred under each head of territory rights and privileges were ascertained and written down. They are as follows:—

Bimlipatam.—1. The ground of the fort and ruins of the factory with three bleaching grounds appertaining thereto—

2. The mint and coinage of all coins—gold, silver and copper.
3. A free trade and an exemption from all duties and customs on exportation and importation by sea and land for goods, the property of European subjects of H. M. the King of the Netherlands.
4. No judicial jurisdiction is claimed, but the assistance of boats and coolies upon payment being tendered, as required agreeably to established custom.
5. In civil suits, assistance is claimed for the recovery of debts from persons residing under the protection of the British Government.
6. Presents to the Rajah agreed to be paid as formerly paid, if any ever were paid.

Jugganautpooram.—1. With its limits according to those defined on the 18th April 1795 by Mr. Murray and the Dutch Chief.

2. Villages dependent thereon—
Gollapollam.
Guddawarum.
3. Ruins of fort and factory of Datcharam according to its ancient limits.
4. Civil jurisdiction and right of levying duties in all these places.
5. The river of Cocanada and the exclusive right of navigation; and to all export and import duties on either side.
6. Mint and right of coinage of gold, silver and copper coins.
7. The free import and export of all goods by sea and land the property of European subjects of H. M. the King of the Netherlands.
8. Free manufacture and sale of salt within the limits of the Dutch possessions of Jugganautpooram.
9. Free export of salt to all Dutch possessions on the coast of coramandel, as well as all other Dutch possessions in India.
10. An annual payment to the authorities of Masulipatam of 217 Madras Pagodas or Rupees 835-6-30† admitted.

*From Mr. Van Braam, dated 9th March 1818.

" " 12th "

† N.D.—This sum is admitted to have been last paid in 1795.

11. A ferry boat at Juggernaikpooram is claimed as belonging to that place to remain always on the Dutch side of the river. The boat is stated to be now at Juggernaikpooram.

1. Policole.—A factory at Policole with its dependencies and a piece of ground called cantaroo; also a piece of ground at Narsapore where a store formerly existed according to their ancient limits.
2. Amount of payment due for Policole, &c., is admitted to be Madras Pagodas 143-13-40 or reduced to rupees 551-8-9½.
3. The passage to Narsapore of goods the property of European subjects of his Majesty the King of the Netherlands.
4. Jurisdiction in civil suits.
5. Right of levying the revenues under Policole; and in the Netherlands possessions generally.
6. Transport of salt by land from Juggernaikpooram to Policole in such quantities as the inhabitants of Policole and cantaroo may require.

1. Policat.—The ruins of the fort and factories and grounds on the beach on which the present flagstaff stands according to their ancient limits.

2. Dependent villages—
Ireum.
Tanjewankum.
Areawakum.
Canantary and their limits.

3. River and established boundary thereof.
4. Mint and coinage of gold, silver and copper coins.
5. Civil jurisdiction over as much of Policat as heretofore and over all the dependent villages.
6. Free import and export by sea and land for the trade of the European subjects of His Majesty the King of the Netherlands.
7. Half and half of all duties by sea and land levied from other merchants to be divided between the Sovereign of the Carnatic and the Dutch.
8. Restitution of all property removed since the signing of the treaty in 1814.

1. Sadras. Ruins of the fort, town and port with its territories.*

2. Dependent villages:—

Omery, Meyoor, Culpaukum, Eddyoor and Addialcherry according to their ancient limits.

3. Civil and Criminal jurisdiction.
4. Free import and export by sea and land of all merchandise, the property of European subject of His Majesty the King of the Netherlands.
5. Free manufacture, sale of salt and free exportation of salt to the different Netherlands possessions in India.
6. Exercise of independent and Sovereign authority and right to levy inland duties of import and export.
7. Right of levying toll or duty, upon all kinds of merchandize in consideration of which a yearly payment was made to the Nabob of pagodas 1481-22-40 and to the Canongoe pagodas 37-1-55 in lieu of his privileges or together pagodas 1518-24-15 reduced in rupees 5314-11-35—Porto Ngvo—Factory and bleaching ground called Vannarpollam.

* Note.—The claims to Criminal jurisdiction has subsequently been admitted to be a mistake by the Netherland Commissioner.

6. Tutacoryn and dependencies. The Netherlands Commissioner states I have been informed by Mr. Vanspall who is lately arrived from Tutacoryn, that he could only find among the official archives of that place with the Collector of Tinnevely Mr. Cotton a very small number and those of little consequence and only concerning this establishment from the year 1795, at which period the British forces took possession of the place.

"I find it impossible to rest my claims, adds the Commissioner, for the restitution of Tutacoryn and its dependencies and its ancient rights as well as the exclusive right of trade, jurisdiction &c. upon any other proofs than those by which the Netherlands Company has possessed this establishment until the year 1795, upon which basis I presume that the restitution has been ordered by the meaning of the first article of the treaty concluded on the 14th August 1814.

The want of these documents, the taking of Ceylon by the English 22 years ago (to which Government Tutacoryn was subject) and the loss of a number of papers on the capture of Batura in 1811 make it probable, that it will be extremely difficult, if not impossible, to produce papers which will validate the Netherlands rights upon Tutacoryn and its dependencies, but I dare flatter myself that the British Government will not raise any difficulties in restoring the Netherlands possession with the same rights and privileges as they enjoyed heretofore and upon this basis, I make my claim in the name of His Majesty the King of the Netherlands, as follows":—

1. The town and fort of Tutacoryn according to its ancient limits.
2. The house and ground at Mapalur.
3. The Island of Alalande where the Dutch Company's carpenters had their workshops.
4. The Island called *Fresh water Island* and all the Islands between Tutacoryn and Keelkaray
5. Factories at Pinnacoi, Manaper, Keelkaray and Cape Comoryn (see note at the foot of the page).*
6. Agent's houses at Alwar Tinnevely or Commercial Lodges.
 " Coilpatam.
 " Shaindamungalum.
 " Alandali.
7. Lascorreen Ports at Kayoelo or Lascorreen Ports, Werandipatam, Oarse, Jadengeyane, Bempaur, and Pambay or pass of Pambaum.
8. The right of jurisdiction over the natives and parawars as well in the Netherlands possessions as over the parawars in the villages situated along the seashore called Baipar sometimes Witte Vypar, Mookoor, Tali, Koodootali, Kootoopar.
9. The exclusive right of trade in cloths, in the countries of Madura and Tayver (see note) of which 100 villages are reserved where no persons but the Dutch, had any right to cause cloths to be manufactured.
10. The chief authority along the seashore and in the Gulf of Tutacoryn from Cape Comary to Pambaum, that no vessel could navigate there, without being furnished with a passport granted by the Netherlands Government.
11. Free import and export of all merchandize by sea land and for goods the property of the European subjects of the King of the Netherlands.
12. Mint and right of coinage in gold, silver and copper.
13. The manufacture and sale of salt in the Netherlands possessions.
14. Right of levying duties and customs in the Netherlands territories.
15. Half the net revenue of the pearl and chank fishery. The Netherlands Commissioner then adds "and as the Netherlands Company has enjoyed these rights and privileges in these place upto the year 1795, the time of their capture by the English, I found my claims now made upon these grounds, and request that the restitution may consequently be granted to me in the name and favor of His Majesty the King of the Netherlands".

* Note.—Cape Comoryn is situated in Travancore. I have discovered. It will be necessary to settle the restitution of this place in communication with the Resident of Travancore.

† Note.—Tayver means the Shevayunga and Ramnad Rajahs.

7. During the progress making in the preparation of my report I received an amended paper of claims relating especially to Tutacoryn and its dependencies of which I here insert a translation.

In my letter of the 9th Instant, says the Commissioner, I had the honor of preferring to you my claims regarding Tutacoryn, its dependencies, rights and privileges.

"Since this period, you have granted me the perusal of the correspondence carried on between the Governor in Council of Fort St. George and the Dutch Government of Ceylon in 1794 and 1795; with regard to the dispute about the exclusive trade in cloth, in the country of Madura, by which the decision of the question, is referred to Europe, but on the other hand, the treaty concluded between the Governor of Ceylon, Mr. I. I. Van De-Grauf on account of the Dutch -E. I. Company and Mr. Buchanan, on the part of the Nabob in 1788, has been annulled by the Government of Ceylon".

"By this treaty our exclusive right to the trade in cloth in the country of Madura was recognized and on the other hand, half the revenues of the pearl and chank fisheries was ceded to the Nabob".

"When I made my claims on the 9th instant, I was ignorant that a dispute had arisen concerning the exclusive right to the cloth trade, as well as that the treaty of 1788, had been annulled and I consequently claimed in the third article of my letter, the exclusive trade in cloth in the countries of Madura and Tayver, and by the 9th article only the half of the revenue of the pearl and chank fisheries.

"By the information that I have received of the various events during the years 1794 and 1795, I find myself necessitated to alter my former demands to a certain point".

"Instead of claiming the exclusive trade in cloth in the countries of Madura and Tayver as mentioned in the 3rd article of my letter, under date 9th instant, I leave the decision of this point in Europe, according to the proposal made at this head by Lord Hobart in Council the 14th May 1795, and accepted by the Government of Ceylon, the 30th June following according to such conditions, as are detailed in the said correspondence".

"Further, instead of claiming, according to the 9th article of my letter dated the 7th instant, the half of the pearl and chank fisheries, I now claim their entire proceedings, for His Majesty the King of the Netherlands, founding my demand, upon the circumstance that before the treaties concluded in 1786 and 1788 with the Plenipotentiaries of the Nabob of the Carnatic, he had never received or enjoyed any part of these revenues".

"I had the honor to confer with you on this subject on the 11th instant in communicating my sentiments and my intention to make ulterior demands, but unfortunately our ideas did not accord.

"You support, that by the nullification of the treaty entered into between the Governor of Ceylon, Mr. Van De-Grauf and Mr. Buchanan, on the part of the Nabob in 1788 the difference formerly subsisting concerning the rights to the pearl and chank fisheries, were again renewed, and recommended as a point of discussion, I had the honor in reply to mention, that from the want of the official papers of Tutacoryn, which at this moment is a matter of great importance to my Government, I could neither acknowledge nor contradict that any differences had existed regarding the right to the pearl and chank fisheries, but that I was certain, that previous to the conclusion of the treaty in 1788, no payments of the revenues, had been made by the Dutch Company to the Nabob or his Plenipotentiaries".

"You then give me to understand, that you wished to be informed in writing of my ideas, and the basis upon which I founded my ulterior demands, in order to be able to weigh them naturally".

"I have waited until I had been furnished with the correspondence in question in 1794, and 1795, had between the British Government of Fort St. George and the Netherlands Government at Ceylon, before I addressed you this letter."

"On the 11th of this month, I did not know that Mr. Vanspall who is just arrived from Tutacoryn, was in possession of a memoir which the former Chief of Tutacoryn, (Mr. I. G. Vananglebeck has left to his successor Mr. Mikernin 1781)".

8. The claims detailed above have all been examined and discussed at several conferences held with the Netherlands Commissioner and will be treated of under the several heads of Nuzzorand or annual payments, Land Revenues, Mint Customs by sea and land, salt manufacture and sale of rights in the pearl and chank fisheries monopoly of cloth in Tinnevely civil and criminal jurisdiction.

SHORT DESCRIPTION OF THE DUTCH SETTLEMENTS.

9. *Bimlipatam*.—The settlement of Bimlipatam is in fact little more than a factory but it appears to have been a fortified factory. After being taken possession of in 1781 it was destroyed under orders received from England. No territorial jurisdiction is attached to this factory but three washing greens belong to it and are the only appendages appearing to this factory which appears to have been nearly a commercial factory or lodge with certain privileges. It is situated in the sea coast 14 or 15 miles north of Vizagapatam within the limits of the Zemindary of Vizianagrum and was granted to the Dutch nation by the ancestors of the present Zemindar.

NOTE.—Mr. Alexander, in a letter dated 8th January 1803, states the number of Washing greens to be two but the deed of restitution of 1785 mentions three.

10. *Jugganautpooram* is situated in the south bank of the Coconada river in the Bay of Coringa and between 90 and 100 miles south of Vizagapatam and 12 or 14 miles north of Ingeram Yanam and Nellapilly. It is situated within the former limits of the Pattapore Zemindary. Jugganautpooram is a small town or rather a large village with territory annexed thereto and in 1781 appears to have been a place of some consequence. The factory house (fortified I believe) and all the public buildings were demolished in that year. A considerable extent of salt-pan ground is included within the limits of Jugganautpooram.

11. *Datchevaram*.—This has ceased for a long time past to be a place of any note. It was a factory of which the ruins are still to be seen. Datchevaram is 8 or 10 miles west of Ingeram and Nellapilly.

12. *Policole*.—Is situated on the south bank of the Narasapore river, a branch of the Godavery about 7 miles from Narsapore and between 40 or 50 miles south of Jugganautpooram but not far from the English factory of Maddepollam. The factory house and buildings were destroyed when the factory was taken possession of in 1781. There is a small extent of territorial jurisdiction attached to Policole and a piece of ground depending thereon at Narasapore. The town of Policole contains about 1,000 houses and about 300 looms.

13. The settlement of Bimlipatam, Jugganautpooram and Policole are represented to be held under Firmans granted by the Nizam and confirmed by the Mogul or Emperor of Delhi bearing various dates from A. D. 1628 to A. D. 1713 and by a cowle granted by Hajee Houssein in A. D. 1734 and A. D. 1752 by Jaffur Ally Khan. The two last mentioned persons were naibs or deputies of the Nizam in the Circars. The Dutch are stated to have first occupied these factories about the year A. D. 1628.

14. *Pulicat*.—Is situated 25 miles north of Madras on the south bank of the lake of Pulicat and river running from the lake to the sea. It was after the cession of Negapatam to the English the chief settlement of the Dutch E. I. C. on the coast of Coramandel and when I visited it in 1796 possessed a small but strong port with many useful buildings within the walls. The Fort and buildings were destroyed in 1805 or 1806 soon after the news was received in India of the annexation of Holland to the French Empire. An Island in the lake with a fine village thereon, and three other villages are dependent on Pulicat. The Dutch authorities of Pulicat have therefore territorial jurisdiction over Pulicat proper and its limits, and over four other villages and their limits. One street of the town only belonged to the Dutch nation. The other part of the town formed a part of the territory of the Carnatic. Pulicat is stated to have been first occupied by the Dutch in A. D. 1612 and possession thereof to have been obtained under an agreement made with the then rulers of the Carnatic. Various privileges are stated to have been granted by the same authority in A. D. 1643 and 1646—to have been confirmed by Firmans from the Nizam dated A. D. 1686, and in A. D. 1689, 1712 and 1713—to have been further confirmed by deeds executed in behalf of the Mogul or Emperor of Delhi.

15. *Settlement of Sadras*.—This Settlement is situated on the seashore about 45 miles south of Madras. It has four villages dependent on it, one of which is an enam held free of rent by a tribe of stone cutters. The fort, which was a square building, of brick, flanked with bastions and contained several useful public building was demolished in the year 1781 immediately after its capture. Sadras is stated to have been obtained in A. D. 1612 under agreements entered into with the then rulers of the Carnatic and the cession to have been confirmed at the same periods and by the same Native Powers as have been stated under the head of Pulicat with the addition of a cowle granted by Dond Khan Nabob of the Carnatic dated A. D. 1734.

16. *Factory at Porto Novo* is a factory or commercial lodge situated on the north bank of the Porto Novo or Coleroon river. It appears to have suffered frequently during the wars of the Carnatic and although restored in 1785, seems never to have been re-established as a place of trade. The factory house is still standing but was claimed as private property in the year *1806 by a Mr. Tepander, a Dutch Gentleman. The sunnuds or deeds under which the factory of Porto Novo was established and its establishment confirmed are numerous.—

A. D. 1643	a cowle granted by the Commander of forces at Gingee.
" 1644	" Naick of Gingee.
" 1651	" King of Viziapoor or Bijianuggur.
" 1654	" Commander of the Bijianuggur forces at Gingee.
" 1664	" Do. do. do.
" 1677	" Sevajee, Conqueror of Gingee.
" 1680	" Commander of the troops of Ragunaut Row.
" 1694	" Sulfacar Khan.
" 1745	" Anwardeen Khan, Nabob of Carnatic.

17. All the settlements of the Dutch E. I. C. enumerated above appear to have been very ancient possessions of the Dutch nation. Dates relating to them have been traced on the E. E. I. Company's records to A. D. 1624, 1647, 1680, 1688 and 1690 down to the deeds of restoration from all of them executed in 1785.

18. The Dutch Company and their factors carried on at one time an extensive trade in cloths and other articles and the country generally must have greatly benefitted by the mutual exchanges of goods and merchandize to which their trade led.

19. *Tutacoryn, its dependent factories, commercial lodges and lascoreen posts*.—"The fort of Tutacoryn is an oblong building standing nearly east and west on the Gulf of Manar. Two sides of it are surrounded by the sea which forms a bason for the admission of country boats. Vessels of two or three hundred tons burthen being obliged to lay without an Island where the Dutch had a yard of all the repairs of their craft. The fort has bastions at each angle but no glacis or ditch."

"The Government house and building within the fort are in good repair; but the European houses in the Parwars town are nearly destroyed"—1783.

20. The fort and public buildings were demolished in 1805 or 1806.

21. Some of the dependent factories appear also to have been fortified, all were enclosed with walls. The warehouses are represented to have been of excellent construction both those on the coast and inland. The Dutch obtained Tutacoryn by conquest from the Portuguese in the year 1658 and appear to have been in great strength at Tutacoryn and on Ceylon about that period. Their claims under this head it will be seen in the subsequent part of this report are both of an extent and of a nature seldom heard of for a foreign nation to possess in a foreign country and not claimed by them in any other Province in India. Plans of the fort of Tutacoryn and of the other factories were transmitted by Mr. Parish to the Board of Revenue in his letter of the 30th June 1803 and are lodged in the Revenue office.

22. Mr. Irwin in 1783 enumerates the following factories and settlements† as belonging to the Dutch:—

Punnacoil.—"The Dutch E. I. Company received the Madavery‡ from the inhabitants who also allowed the resident a small gratuity for Fish."

Coilpatnam or Johnapatam.—"The resident here received six fanams for searching boats and for signing passes for foreign ditto one pagoda. The Madavery was collected for the Dutch E. I. Company and the anchorage of boats at five C. fanams each. Every bale shipped here paid 10½ C. fanams."

* From Mr. Hyde, dated 7th March 1818 ... Appendix

† Some of them had been Churches erected by the Portuguese nation while in possession of Tutacoryn.

‡ Madavery is a fee collected for the benefit of the Catholic Churches—See letters from Mr. Cotton, dated 25th February 1816.

Manapar.—"The D. E. I. Company received the Madavery here and all bales shipped at Coilpatam paid 10½ C. fanams each was divided between the Chief of Tutacoryn and the Chief and Second of Manapar."

"The inhabitants of Manapar Dutch &c., paid something to the Chief for Fish."

"These 'bundle' customs amounted from 1,500 to 2,000 Chuekrums yearly."

23. *Keelkarey*—(i) is a factory situated in the Ramnad country but always dependent on Tutacoryn.

Cape Comaryn—(ii) This factory must long ago have abandoned for I can discover no trace of it. N.B.—I have since found that it is situated in the territory of the Rajah of Travancore.

(iii) The agent houses or commercial lodges at Alwar, Tinnavelly, Coilpatam, Shaindamungalum and Alundale appear also not to have been occupied since the restitution of Tutacoryn in 1785.

(iv) The Lascareen posts enumerated by the Netherland's Commissioner in his claims were ports or posts occupied to secure their monopoly of all cloth manufactured in Tinnavelly, to aid the searching of all vessels navigating the Gulf of Manar, to compel the owners to take out a Dutch pass, and pay the fee for it and to collect the other fees enumerated by Mr. Irwin.

24. The Dutch authorities of Ceylon appear to have had the entire command of the Gulf of Manar for a long period of years by means of armed cruisers. They always claimed* and have occasionally exercised an entire control along the whole coast of Tinnavelly from Cape Comoryn to the pass at Ramaiseram called the pass of Pambaum.

25. The Dutch while in possession of Tutacoryn appear at one time to have carried on a great and flourishing trade in cloth in the Kingdom of Madura including the provinces of Tinnevelly and Ramnad and so late as A. D. 1794† claimed an exclusive monopoly to "gather" in these provinces. They claimed territorial jurisdiction over the town of Tutacoryn where a number of boatmen and pearl divers reside called Parawars, and a general personal jurisdiction over all Parawars residing in the hamlets along the whole coast. Rights of jetsam flotsam and ligam in fact all rights of sovereignty on the coast of Tinnevelly and Madura at one time they claimed the exclusive right to the revenues of the pearl and chank fishery off Tutacoryn and on the coast of Tinnevelly. They further claimed a right to search all vessels navigating the Gulf of Manar to ascertain whether they had any contraband cloth on board, a right to levy fees on all goods exported from any part of the coast, and to grant passes for all vessels navigating the gulf. In 1794 they actually stopped a vessel laden with cloth, by the first commercial resident sent to Tinnevelly on account of the English East India Company.

26. The detention of the vessel laden with Company's bales brought the treaty of 1788 signed by Mr. Buchanan at Colombo on the part of the Nabob of the Carnatic into full discussion, (more particularly the tenth article) between the Government of Madras and the Dutch Government of Ceylon. This subject will however be resumed under its proper head *Nuzzerana* or annual payment made by the Dutch for their possessions.

27. *Factory of Bimilipatam.*—This factory is held subject to a payment of 100 Star pagodas and seven hundred Arcot Rupees to the Rajah of Vizianagram and these are the sums claimed by the Rajah when Bimilipatam was restored in 1785. The amount was not then disputed that I can discover but the Netherland's Commissioner although he admits an annual payment to be due, states that the Dutch books make the amount to be much less. The payment of what is proved to be due will be stipulated for, on the restitution of Bimilipatam and the precise amount will be last settled on the spot. The privileges allowed to the Dutch Company by us, says the Rajah, are these. They are free of duty for both sea and land trade, they are to have the privilege of the business at Chakalapallam or (Washing place). The spot where the fort is situated to be always the Dutch Company's property, the business of the Mint house to be at their disposal and the manager gardens

* See correspondence between Mr. Mortin and Mr. Mekern
† See Mr. Mortin's letter to the Board of Trade, dated 11th June 1794... } Appendix A.

which the Gentlemen situated are to be at their own command. These are the privileges I allow them. The privilege they allow to us are these—Yearly a Nuzzir of 100 Star pagodas, 500 rupees per annum, Peishcush 200 rupees per annum, Mutseddy's russoom. These are the standing customs long time since between them and us. From Rajah Vizianagram dated 19th July 1785, see Vizagapatam consultation book.

28. A letter received from the Collector of Vizagapatam since this report was prepared so far shews that the payment of the Peishcush of 500 rupees and the Mutseddy's russoom is a triennial not an annual payment and this mode of payment agrees with the entries in the Dutch books of Bimilipatam.

29. *Settlement of Jagganautpooram.*—The annual payment customarily made by the Dutch authorities of this place to the British Government through the Chief and Council of Musilipatam in Madras Pagodas 143-13-40 or Arcot Rupees 551 annas 8 and pies 9½.

30. *Settlement of Policole.*—The sum to be paid annually for this settlement and which was formerly paid to the Chief and Council of Musilipatam amounts to Madras Pagodas (217) two hundred and seventeen. The amount is admitted, but it is requested on the part of Netherland's Commissioner, that the amount in all cases may be specified in Arcot Rupees and I have acceded to his wishes. The annual payment is now therefore defined to be Arcot Rupees (835½) eight hundred and thirty five and a half.

31. *Settlement of Pulicat.*—No payment can be traced as having been hereafter made by the Dutch to the Native power from which Pulicat was obtained.

32. *Settlement of Sadras.*—The annual payment made for this settlement amounts to the sum of Star pagodas 1590-11-40* as follows:—

	S. RS.	F.	C.
Peishcush and Canongoes russoom.	1,450	11	40
Poligar's privileges	...	140	0
Total	1,590	11	40

For the convenience of the Dutch Commissioner the amount has been converted into rupees and will hereafter be stated at Arcot Rupees 5,565 and annas 14.

See 13th part of the General Report of the Board of Revenue dated 23rd June 1803.

33. *Factory of Port Novo.*—No annual payment appears to have been made for the possession of this factory.

34. *Settlement of Tutacoryn and dependent factories.*—No annual payment has been traced as having been made for this settlement. Indeed considering in what strength the Dutch were at one time on the Island of Ceylon and on the coast of Tinnevelly and claiming all their privileges in virtue of their conquest of the Settlement of Tutacoryn from the Portuguese nation it is not probable that any tribute or Peishcush was ever paid for Tutacoryn or for any of the factories and commercial lodges dependent thereon on the coasts of Tinnevelly and Madura.

* The villages Sadraspatnam, Umery, Kalpaukam, Eddives or which the Company use to pay yearly to the Nabob and the kangboy and dassemooky 1450½ pagodas which rent duty was paid the last time in May last. Extract from Inventory signed by Mr. Hodgson 31st July 1795 enclosure in Mr. Place's letter of the 4th August 1795.

35. Recapitulation of annual payments—

ANNUAL PAYMENTS.				In Arcot Rupees as new fixed.
	Pagodas.	Star Pagodas.	Rupees.	
1	2	3	4	5
Bimlipatam ...	...	100— 0— 0	700—0—0	A. R. A. P. 1050— 0— 0*
Jagganautpooram ...	143—13—40	...	...	551—89½
Policole ...	217— 0— 0	...	...	8358— 0— 0
Pulicat ...	...	...	...	...
Sadras ...	...	1590—11—40	...	5565—14—0†
Porto Novo ...	...	...	...	...
Tutacoryn ...	...	...	...	...

Total ... 8,002—14—9½

Dutch paid once in three years ... 700— 0— 0

Remains annually ... Rupees 7,302—14—9½

36. The sums entered in rupees in column 5 is the sum required to be paid annually and it has been agreed that the payment shall be demanded yearly on written receipts viz., on the 1st April each year.

LAND REVENUE.†

37. It will be seen from the statement entered in the first part of this report that the land revenue to which the Dutch East India Company was entitled was of a small amount and derived from the following villages only.

Names of villages.	In the native language.	Estimated jumma for Fusly 1227 from July 1817 to July 1818 land revenue only.			
			S. P.	P.	C.
Jagganaickpooram	...	...	178	32	46.
Gallapollam	...	...			
Goddaveram	...	...			
Policole	...	...	700	14	46
Cantaroo	...	...			
<i>Under Pulicat.</i>			784	0	0
Ircum	...	...	607	0	0
Vanjewauk	...	...	70	0	0
Aurerywauk &c.	...	...	13	0	0
Canemtoray	...	...	...	...	...
<i>Under Sadras.</i>			105	0	0
Sadras	...	...	25	0	0
Culpaukum	...	...	92	0	0
Meyoor	...	...	59	0	0
Yeddeyoet	...	...	25	0	0
Omens	...	...	...	...	...
Addialachary and Enam	...	...	...	...	...
Total			2,659	2	28

* Since I had prepared my report thus far I have received a letter from Mr. Smith dated 12th March 1818 from which it appears that the 700 rupees is paid once in three years only 500 rupees for Peishcush and 200 for Mutseddy ruseooms.
† The sums payable for Sadras as entered in the records of this Government and in the records of Sadras do.

SALT REVENUE.

Manufacture and sale of salt within the limits of the Dutch Settlements.

38. The revenue derived from salt entered in the statement of the general revenues of the Dutch Settlements is a revenue created almost entirely by the monopoly established by the English East India Company. The manufacture of salt at Sadras has been suspended since fusly 1223* and the sales at Jagganautpooram amounting to pagodas 1,100—12—68 in fusly 1226† must be considered as sales of Company's salt as probably from local advantages salt was sold at Jagganautpooram which could easily have been supplied from other places.

39. The Dutch East India Company could have derived little or no income from this branch of revenue when in possession of their settlements.

40. The only places where salt has usually been manufactured within the Dutch possessions are at Jagganautpooram in Zilla Rajahmundri and at Yeddeyoor, a village dependent on Sadras.

41. The Dutch Commissioner claims some salt pan ground at Tutacoryn but the claim is not well supported and cannot be admitted without further investigation on the spot. The present Collector of Tinnevely Mr. Cotton‡ states that salt has not at any time been made at Tutacoryn and Mr. Parish on the 31st June 1803 states "to the hour of the capitulation of" Tutacoryn the right of the Dutch to land did not extend beyond the walls of that insignificant post, not more than 1000 square yards.

42. It may be possible to manufacture salt at Ircum, an island in the lake of Pulicat about to be restored to the Dutch and perhaps also within the limits of Pulicat itself or of the adjacent villages about to be restored.

43. When the Dutch Settlements in India were taken possession of in 1795 on behalf of the stadtholder of Holland, salt was an article of comparatively trifling value, it yielded as public revenue to the English East India Company not more, all charges deducted, than from one at one and a half pagodas per Madras Garce. The monopoly selling price is now star pagodas 30 per Garce so that the strongest inducements will ever exist for the inhabitants of the places transferred to the authority of the King of the Netherlands to make as much salt as possible with the view to smuggle the salt into the Honourable East India Company's territories although it may be in our power by a cordon of Custom House Officers to check such illegal importation the expense would be considerable and an additional charge on the revenue derived from the monopoly of salt.

44. The quantity of salt manufactured in one year within the Dutch Settlements may be stated as follows:—

Yeddeyoor under Sadras	... 53 Madras Garce.
Jagganautpooram	... 389 Madras Garce on an average of years.
Tutacoryn	... "
Total	... 443 Madras Garce.

45. The Collectors § have reported that the manufacture can by exertion be extended and may be stated at its highest amount as follows:—

Yeddeyoor annually about 130 at 30 pagodas monopoly value	star pagodas 3,900
Jagganautpooram annually about Madras Garce 500 at 30 pagodas do.	15,000
Tutacoryn—None ever manufactured.	

* 1813/14.

† 1816/17.

‡ From Mr. Cotton dated 9th March 1818.

§ From Mr. Smally dated 5th March 1818.

From Mr. Cooke dated 14th March 1818.

From Mr. Cotton dated 9th March 1818.

46. It will have been observed that the amount of the land revenue, of the duties by land and by sea and of the abkary in the Dutch Settlements is very inconsiderable and it is therefore natural to expect that the Dutch authorities would endeavour to push the manufacture of salt to the utmost extent and although an open desire to introduce the salt so manufactured into the Company's territory will not be avowed, it must be admitted that the interests of the native agents or fanams of the salt pans under Dutch authority will certainly be to introduce clandestinely as much salt as possible into the English East India Company's territory.

47. The Commissioner of the King of Netherlands has claimed to be allowed the privilege of transporting salt from Jagganautpooram one of the Dutch Settlements to Policole, another Dutch possession south of Jagganautpooram and more inland in order that the inhabitants of Policole may have salt without paying the English Company's excise thereon or that the Dutch nation may levy an excise on the salt consumed by the population of their own settlements.

48. With the view to avoid future discussion, it would be very desirable to come to an amicable understanding on this subject. I have reason to believe that the Netherland's Commissioner would not object, subject to confirmation from his superiors, to an arrangement which should stipulate to supply the Dutch authorities of Jagganautpooram, Policole, Pulicat &c., villages and Sadras &c., villages and Tutacoryn with a quantity of salt sufficient for the annual consumption of the population of those places at the prime cost of manufacture, such prime cost to be fixed at seven Arcot Rupees per Madras measure garce. On the part of the Netherland's Commissioner it should be stipulated that no salt should be manufactured in any of the Dutch Settlements on this coast. The supply of salt may be regulated on the fixed rule of allowing measures per month for each inhabited house and hut. This allowance will be ample and proceeds on the calculation that each person consuming salt of all ages and in all degrees consumes daily of an olluck.

49. The Dutch authorities or private traders or any of the inhabitants of the Dutch Settlement may be allowed to export by sea, under the conditions established for the export of salt by British subjects, as much salt as they may desire but will not of course be allowed to carry it to the Dutch Settlements in Bengal without the permission of the Supreme Government. Whatever arrangement may be made here for the suppression of the manufactures of salt within the Dutch Settlements are not likely to oppose any impediment to their execution because as much salt as is required can always be furnished to the Dutch for exportation, and should be furnished at the price of seven rupees per Madras Garce.

50. The orders of Governor in Council on this subject are requested at an early period in order that a temporary arrangement may be concluded previously to the departure of the Netherland's Commissioner.

CUSTOMS.

DUTIES BY LAND AND BY SEA.

51. *Settlement of Bimlipatam.*—It does not appear that the Dutch ever collected, at this Settlement, any duties on the import and export by sea or export or import in land duties, neither is a right to collect such duties claimed. The Dutch Settlement at Bimlipatam was in fact merely a factory with its washing greens, an exemption from duty of all goods the property of European subjects of His Majesty's the King of the Netherlands is however demanded, agreeably it is stated to existing cowles and deeds granted by the Rajah of Vizianagrum* and by the Nizam was the question of exemption from duty in the British territory not decided by the orders of the Honorable Court of the 7th November 1814 it might be questioned whether the Rajah of Vizianagrum could make a perpetual grant of any branch of revenue to any person whatever. Much less to a foreign European power. The exemption from duty had existed previously to 1795 and was frequently productive of disputes for it is not to be supposed that the certificates (dustucks) issued by the Dutch were always confined to the goods of natives of Holland. But to them only did the exemption extend.

52. *Settlement of Jagganautpooram.*—The Netherland's Commissioner claims the same privilege of exemption from the payment of duties for the European subjects of His Majesty's, the King of Netherlands at this place as is claimed for Bimlipatam and in addition he claims the right to collect export and import duties by sea and by land for all goods brought in or carried out of Jagganautpooram.

* See letter from the Rajah of Vizianagrum to the Chief in Council, 19th July 1785.
† From Mr. Smalley, 20th March 1818.

53. *Jagganautpooram* is situated on the south bank of the Cocanada river which is navigable at times for small craft and boats. The right of the Dutch to the exclusive navigation or at least to levy duties on the passage of goods down this river to the sea, seems to have been admitted by an adjustment of boundaries which took place in 1795 when the Honourable L. G. K. Murray was one of the Commissioners empowered to settle the dispute. The admission of this claim* in full is not likely to cause any disadvantage of either a private or public nature because the various ports on the coast at Coringa and other places will enable the owners of goods to avoid Jagganautpooram should the Dutch impose exorbitant duties on the export or import of goods by means of the Cocanada river. The river is however very shallow.† In 1785 it did not admit of the boats entering it which were sent from Coringa to Cocanada to aid in shipping the Dutch property captured at Jagganautpooram. The extended privilege of an exemption from duty inland on all goods the property of European Dutch subjects was granted by the Nizam to whom the Dutch have frequently sent embassies and frequently had this privilege confirmed as may be seen by the dates of grants and confirmations of grants in the first part of this report.

54. *Settlement of Policole etc.*—The privileges respecting duties claimed at Policole Contaroon ground dependent thereon and at Narsapore are precisely the same as those claimed for the settlement of Jagganautpooram and Bimlipatam. Policole and its dependencies appear to have been a free gift from the Nizam.

55. *Settlement of Pulicat.*—It has already been explained that the town of Pulicat is divided into two parts. One part being a street composed of buildings after the European fashion and chiefly occupied by the Dutch inhabitants is within the Dutch limits. The other part is within the limits of the Carnatic territory and was not any time ceded to the Dutch. It does not appear that the Dutch ever possessed the right to collect duties either on export or import by sea or by land at Pulicat but either by tacit agreement or on a specific stipulation (which I have not however found) were entitled to a share of the customs collected.

"The Dutch of themselves were not authorized to levy any duty either by sea or land. These branches of revenue were exclusively under the Nabob's officers. The Dutch however had two of their agents in common with their Dutch Officers to take regular accounts of the revenues levied by sea and by land in both of which the Dutch had the shares enumerated in the accompanying Statement No. 1 and the Nabob had two of his agents also within the Fort of Pulicat to levy duty upon whatever article was exported. There is no grant of the Nabob to the Dutch or any treaty between them to which I can refer to authenticate this statement which is taken from the Kurnum of Pulicat"—From Mr. Græme dated 28th February 1818.‡

56. In the 16th article of the treaty signed at Pulicat in 1795 it is stated "That the duties collected by the Nabob of which the Dutch Company are entitled to a share are not paid up by him to a later date than the 31st August 1794, therefore this arrear and what is further to be collected shall be duly paid to the British Company." I have seen in the Dutch books in the possession of Mr. Van Braam entries of the sums received, and I entertain no doubt from my own personal knowledge and a report from Mr. Greenway when he took possession of the Nabob's part of Pulicat in 1801 that the Dutch participated up to 1795 in this branch of revenue.

* Note.—As no any kind of grain produced to Jeggernaikpooram and the supplies sent to the said place from the villages of Pettapore zemindary the Zemindar thereof has collected duty upon all articles going thither.

"The Zemindar of Pettapore has collected duties upon articles exported by donies from the river on the side of Cocanada."

"The Dutch Company have collected duty upon articles brought by sea and imported at Jeggernaikpooram by different merchants &c."

"The Zemindar of Pettapore has collected duty upon articles going out of Jeggernaikpooram to any place."

Extract from a letter from the Zemindar of Pettapore to Mr. Smalley in Mr. Smalley's letter, 20th March 1818.

† It is also very narrow and it would be difficult to determine on which side a boat passed.

57. As this is a participation in an actual revenue, not a right to an exemption from the payment of duty, it is probable that it will not be considered to come under clause IV of the Convention of the 13th August 1814. In that case the Governor in Council will be pleased to determine in what way this revenue shall be paid to the Dutch or whether the right shall not be endeavoured to be commuted. The annual revenue collected from customs at Pulicat by sea is trifling and was by no means great so that the payment of the half would not be a heavy charge but it is probable that the Dutch would claim a right to keep a person to take an account of the customs levied, and this would lead to constant disputes. I would propose making the Dutch authorities a remission on the Nuzzerana payable for Sadras so ample as to induce them to waive all claim to any share of the duties levied at Pulicat.

58. Enclosure No. 3 in Mr. Hepburn's letter of the 24th March 1803 shews in what manner the duties were levied and how divided, and also how impracticable it will be under the present improved mode of levying duties to make any division of the proceeds with the Dutch after the manner formerly customary and how desirable therefore to commute this claim.*

59. *Settlement of Porto Novo.*—There is no claim of any kind or any exclusive privilege belonging to this factory.

60. *Settlement of Tutacoryn and dependencies in Tinnevely and factory of Keelkarey Ramnad.*—The settlements, factories and commercial lodges belonging to the Dutch on the coast of the Provinces of Tinnevely and the Marawar country dependent on Madura were in 1795 as already explained, under the authority of the Dutch Government of Ceylon. They were taken possession of at the same time as Pulicat, but not under the treaty signed at Pulicat.

61. The Dutch do not claim a right to a participation in the import and export duties at Tutacoryn, but as already noticed, an exemption from duty on their own trade and an entire monopoly of the trade in a certain description of coarse cloth throughout the Provinces of Tinnevely and Madura. A right to demand a fee of 10½ C. fanams on each bale exported—a fee on all passes granted to all vessels navigating the gulf and a right of search. This claim was not confined to Tutacoryn but extended to the villages exclusively the property of the Nabob of the Carnatic.

62. From Mr. Irwin's report † to the Board of Assigned Revenue dated 28th April 1783 and an enclosure containing a detail of the customs, fees for passports, searching fees, and anchorage fees levied by the Dutch, they would appear to have been exactions appropriated to the exclusive benefit of the chiefs and public servants and this view of them is confirmed by Mr. Mekern in 1794 offering to reduce the amount as much as possible but still refusing to relinquish the right of search.

63. The export and import duty by sea was retained by the Nabob of the Carnatic and collected by him and it would appear that even the cloth 'gathered' by the Dutch Company under their pretended monopoly paid in land duty § for Hookmut Ram, the Nabob's Renter or Manager of Tinnevely writes in 1786 to the chief of Tutacoryn—"as you have written to me that the Circars' servants are demanding taxes on cloths more than mamool I have sent directions to the amildars not to demand more than warranted by mamool. Again in 1773 Syed Mahomed Cawn writes "though upon proper enquiry I am given to understand that all cloths passing to Tutacoryn for the use of gentlemen residing there are subject to duties, yet in consideration of your having repeatedly written to me on this trifling matter, have sent orders to the Monegar of Coilpatnam to let the bundles pass for the present but to pass no more in future without the duties are paid." "Another letter dated 1773 relates to an export by sea without paying duty. Another letter do. enquiring "return of cloth required for private use. Also many other letters down to 1785."

* In the event however of the system for the collection of the customs at present in force at Madras being introduced at Pulicat, it will be advisable, if the indulgence is still continued to the Dutch, that it be compounded for a certain percentage of the whole amount of the collections in preference to the uneven and vexatious rates of duty displayed in the enclosed statement, which it is the intention of the Board, as much as possible to relieve the trade of the country from; besides, the difficulty of attending the calculation of that proportion payable to the Dutch, while the customs of the Government are levied on a percentage of the value of the articles from Mr. Hepburn, 24th March 1803.

† See extract from Mr. Irwin's report dated 28th April 1783

Appendix B, page 1.

‡ From Mr. Cotton, 25th February 1818.

§ See collection of copies of letters from the Foudjars and Renters of Tinnevely to the Chief of Tutacoryn from 17 to 1793—Appendix C.

64. Mr. Cotton, the present Collector, reports that the Dutch are not entitled to levy customs of any kind at Tutacoryn* but that an inland custom only was levied by the Nabob, and no export duty by sea.

65. The question of customs except the levy thereof within the limits of Dutch possession being finally disposed of by the IV article of the convention and the orders of the Honorable Court of the 7th November 1814, it seems unnecessary to say anything further on the subject than that provision must be made under existing regulations for collecting double duty on all goods proceeding into the Dutch Settlements. This double duty, the Governor in Council is aware, amounts to 16 per cent. and falls equally on the articles produced and goods manufactured within the possession of the Honorable English East India Company as on such as the Dutch may under such a heavy export duty find it practicable to sell for inland consumption. It is stepping beyond my province perhaps but I may be permitted to point out to the Governor in Council that under the present diminished amount of investments got up for the Honorable Company and the great change which has taken place of late years in the cloth trade that the export trade, both foreign and domestic, seems to require the greatest encouragement or the public revenue both from customs and from land will it is feared suffer materially.

MINT.

COINAGE OF COPPER, SILVER AND GOLD.

66. The Commissioner on the part of His Majesty's the King of the Netherlands claims a right to re-establish a mint and to coin copper, silver and gold coins at Bimlipatam, † Jagganautpooram, ‡ Pulicat and Tutacoryn.

67. From the information I have been able to collect from a perusal of the records for a considerable period back and from a reference to documents of ancient date I have reason to be satisfied that the Dutch East India Company actually possessed a mint at Pulicat, at Jagganautpooram, at Bimlipatam and at Tutacoryn. If the right of coinage be however a sovereign right the Dutch East India Company holding Bimlipatam under a grant § from the Rajah of Vizianagram only, himself a tributary of the Emperors of Delhi or of the Nizam, could not by virtue of the grant of the Rajah claim the right of coinage at Bimlipatam. But as the right has been exercised without being questioned by the British Government for a long period antecedent and subsequent to the grant of the Circars to the Company and as the exercise of it does not appear to me calculated to injure the interests of the Honorable the East India Company, I have no objection to offer to an admission of the right.

68. Should the Dutch resume the coinage of copper coin, these coins will only be current according to the current price of copper. Experience in India has established the fact that coins cannot be made to circulate at a rate different from the current value of the metal of which they are composed except in cases where an undue preference is given to any particular coin by the receivers of the public revenue. This fact has been amply illustrated in the issue and receipt of the copper coins received by this Government at different times from England.

69. Should the coinage of silver and gold be resumed either at Bimlipatam, Jagganautpooram, Pulicat or Tutacoryn and the coins issued from those mints prove defective or too much alloyed the circulation of such description of coins will be easily prevented by the British Government for bidding their receipt in payment of the public revenue. The expense of keeping up a mint establishment is not however likely to be repaid by any seigniorage it may be practicable for the Dutch authorities to levy on a currency of restricted circulation.

* It appears clear from a letter from Mr. Peter dated 19th March 1818 that the Dutch goods made up at the factory of Keelkarey paid custom duties to the Rajah of Ramnad up to the year 1792.

† It appears that the Dutch coined copper at Bimlipatam up to A. D. 1794. The cowles of the Rajah of Vizianagram copies of which have been received from the Collector of Vizagapatam since the report was prepared mention the mint as one of the privileges granted.

‡ The silver coins issued by the Dutch at Bimlipatam were coined at Jagganautpooram.

§ The Nizam is stated to have confirmed the grant in A. D. 1628.

70. It does not appear that the Dutch have had a mint at work at Pulicat for near a century and this information supplied by Mr. Graeme is confirmed by the non-existence in circulation of any coins coined more recently at Pulicat. Mr. Graeme has furnished me with specimens of the half gold, half silver fanam and of the copper cash once coined at that place but states that the Pulicat pagoda has gone out of use.

71. I have received a specimen of the Dutch couringhy *i.e.*, Company's pagoda, coined at Tutacoryn which is represented to be of a higher value than the star pagoda by three or four per cent.

72. Mr. Irwin in 1783 reported that the Dutch coined annually at Tutacoryn near two lacs of couringhy pagodas and also five lacs of gold fanams. The revenue they derived from the mint yielded about 7,700 star pagodas and many instruments used in coining were given up when Tutacoryn was captured.

73. Under all the circumstances exemplified in this report relating to the revenues of the Dutch possessions on the coast of Coromandel, it is not to be expected that the Dutch will ever re-establish at mint for the coinage of silver or gold although it may occasionally answer their purpose to coin copper coins.

74. It will be for the Governor in Council to determine whether the right of coinage is one of the rights abandoned on the part of His Majesty the King of the Netherlands by the IVth Article of the Convention of the 18th August 1814 under the interpretation put on that article respecting the exemption from duties and customs by the orders of the Honorable Court of Directors of the 7th November 1814. If all right of Sovereignty claimed by the Dutch nation in the Settlements situated within the sovereignty of the British Government have been abandoned by that article, it would follow that the right of establishing and working a mint had been also abandoned equally with the right of an exemption from duties. Whether the right to a mint has been given up or remains in full force it would be desirable perhaps in any new negotiation to stipulate for the relinquishment of the privilege—a privilege now of little value to the Dutch but one which may occasionally be productive of inconvenience to the British administration.

PEARL AND CHANK FISHERIES.

ON THE COAST OF TINNEVELLY AND MADURA.

75. This branch of revenue has long been a subject of discussion between the Dutch authorities at Tutacoryn and the servants of His Highness the Nabob of the Carnatic and also between His Highness the Nabob and the Dutch Governor of Columbo and between the British and Dutch Governors of Madras and Columbo. The subject* was very fully and ably treated by Mr. Parish when Collector of Tinnevelly the 30th June and 31st July 1803. I have also succeeded in tracing the subject from the time His Highness the Nabob Wallajah was placed on the musnad of the Carnatic and particularly during the two periods at which the Carnatic revenues was assigned over to British administration, the first assignment having taken place in 1781 and the second in 1790. The Carnatic revenue during both of these assignments was collected by the English East India Company through their European Servants.

76. From the documents referred to in the notes and annexed to this report in an appendix† it appears to me clearly established that the Dutch never received any specific grant from any native power for the right they claim to direct and appropriate to themselves the whole or any part of the

* From Mr. Parish to the Board of Revenue dated 30th June 1803.

† Correspondence from and to Ceylon in 1794 and 1795

Letters to the Chief at Tutacoryn from Mr. Buchanan in Mr. Parish's letter 31st July 1803.

Letters from the Nabob's officers from 1745 to 1794 to the Chief at Tutacoryn enclosure in a letter from Mr. Cotton dated 25th February 1818

† From Mr. Irwin to Board of assigned revenue, 28th April 1783

From Mr. Torin, 29th December 1790 and 1791

Letters to the Chief at Tutacoryn from the Nabob's officers as before

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profits of the fishery of Pearls and Chank, that the power they exercised over these fisheries and revenues they derived therefrom, arose from the state of weakness and inefficiency of the Native governments in the southern part of the Peninsula during the convulsions and revolutions which raged in the Southern Provinces from A. D. 1600 to A. D. 1785. Neither the Dutch authorities on Ceylon nor of Tutacoryn have been able, when called upon, to produce any authentic deed or instrument on which they can found their right and although they claim to hold the same rights as the Portuguese held from whom they conquered the Portuguese possessions on Ceylon and the dependent settlement of Tutacoryn in 1653, the Dutch have at all times equally failed to show that the Portuguese Government possessed the right to the revenue derived from these fisheries.

77. In the letters of the Nabob's deputies in Tinnevelly to the Chiefs of Tutacoryn from 1745 to 1785 with translates of which I have been furnished by Mr. Cotton, no trace can be found of an actual division of the profits of the fishery of the Tutacoryn pearl banks. Mr. Irwin in 1783 reported that the last fishery took place in A. D. 1747 and 1748 and states that the Dutch rented it in both these years and adds "the banks have not been fished since." There is no letter from the Nabob's deputies to the Chief of Tutacoryn in 1747 or 1748, but in 1745 Maphooz Cawn writes to the Chief at Tutacoryn "as a Darogah is appointed for the superintendence of the fishery of Tutacoryn and Coil† it would have been proper that you carried on the fishery to his wish. The boats and crews going to sea without his orders was improper, therefore you will publish a notification of the fishery" &c., &c.

78. It cannot be discovered from this correspondence‡ in what manner the profits of the fishery of A. D. 1747 or 1748 were divided. From 1781 to 1783 the Dutch being dispossessed of Tutacoryn, Mr. Irwin carried on a fishery as Collector of assigned revenue and credited the whole profit to the head of assigned revenue.

79. In his report of 1783 referred to already he observes "a notion I understand has been entertained at the Presidency that the Dutch will resume the chank and pearl fisheries with their settlements on the coast of Tinnevelly—on the spot where I humbly apprehend the truth can be best deduced for different sentiments prevail—the chank was certainly fished by the Dutch but whether by the consent or inattention of the Nabob I cannot pretend to decide but it is well known that the pearl fishery was entirely stopped by the just demand made by His Highness on the fisheries. But I conceive these points to be totally foreign to the question. Though the generosity or weakness of the Nabob made him forego his rights to the valuable fisheries on this coast, these rights are original and valid, and it remains for the Company to determine whether the same attention shall be paid to this branch of revenue as to every other included in the assignment."

80. The Nabob of the Carnatic unable openly to substantiate the right which he has frequently stated to be an exclusive right to the fisheries on the coast of his own dominions and to a participation in the revenue derived from the fishery at Manar, by far the most valuable fishery appears to have been extremely anxious on the restoration of the Dutch Settlements in 1785§ to derive a revenue from this source and with the concurrence of Sir Archibald Campbell, the then Governor deputed a Mr. James Buchanan, a gentleman not in the Company's service to arrange with the Dutch Governor of Columbo the long depending dispute respecting the mutual rights of each party in the pearl and chank fisheries both at Manar and Tutacoryn who signed an agreement with Mr. Vander Graaf bearing date the 7th of July 1788.

* See call by the Governor in Council of Madras for vouchers
See call by Mr. Torin for voucher in the correspondence

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† Meaning Coilpatam.

‡ See paper of correspondence in the

From Accountant-General dated 9th March 1818

See the collection of letters alluded to by Mr. Torin

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§ The Correspondence between the Nabob's Deputy in Tinnevelly and the Chief of Tutacoryn evidently assert the Nabob's rights with greater boldness as the Dutch authority and influence appears to have diminished. In 1785 the Nabob tells the Dutch they hold everything at his pleasure

It would appear from a letter just received from Cotton dated 19th March 1818, that the Nabob received half the revenues from 1785 to 1795. Of the verbal report of the sale Sulaven can be relied on.

81. As the pearl fishery of Manar and Arippe on the coast of the Island of Ceylon opposite the Dutch Settlements in Tinnevely and Ramnad cannot be successfully conducted without the aid of the divers of the coasts of the Provinces of the Carnatic, the Nabob when his power was established could effectually have prevented the Manar fishery from being productive and the same was accordingly evidently suspended for many years owing to His Highness's claims not being settled. On the other hand the Dutch being in exclusive possession of the Gulf of Manar could by cruisers effectually prevent the fishing of the Tutacoryn banks. It was obviously therefore interests of both parties to come to an amiable arrangement, but the Nabob's great anxiety appears to have been to get his share of the Manar fisheries admitted and paid, as being of more consequence than his share of the Tutacoryn fishery, for in a letter to Sir Charles Oakely dated 28th Feb. 1791, the Nabob observes "I had previously to this treaty a claim to one-third* only of the Manar fishery (by the treaty of 1788 he obtained one-fourth) and that not acknowledged by the Dutch as right, but as a gratuity on condition of permitting the Crear boats and divers to be employed in that fishery. This is the only innovation made by the treaty." From Mr. Vander Graaf's letter to Sir Archibald Campbell dated 8th March 1787 there is ample ground for believing that no fishing took place at Manar between 1766 and 1787 owing chiefly to the unsettled claims of His Highness the Nabob.

82. The treaty or agreements signed at Columbo in 1788† will be found in the appendix, so also all the further correspondence with the then Governor of Madras Sir Charles Oakely and Nabob, the then Governor General Lord Cornwallis and the Governor of Madras. This correspondence led the Nabob to declare in a letter to the Governor of Madras dated 26th September 1792, the treaty not having been delivered by him to the Dutch authorities of Columbo should be withdrawn and the Governor accordingly recommends the Nabob to consider the treaty as of no effect, to make no new treaty but to give directions to his servants in the Tinnevely Province to explain His Highness's rights to the Chief of Tutacoryn who would feel it his interest to be observant of them since he must know that any complaint preferred to Your Highness of infringement would necessarily obstruct the fisheries and that any deviation from ancient usage must be immediately detected. Redress obtained from Sir Charles Oakely dated 7th October 1792.

83. There is a copy of a curious private letter from Mr. Buchanan to the Chief at Tutacoryn amongst the correspondence received from Tinnevely from which it appears that the Dutch Government never ratified the treaty and that Mr. Buchanan knew this although the Dutch claimed the benefit of the treaty.

84. It should have been earlier noticed that previously to this open negotiation open so far to be known to the then Governor who gave Mr. Buchanan a letter of recommendation to Mr. Van Graaf, the Governor of Ceylon, an agreement or treaty appears to have been drawn out and executed by Dr. J. Dott on the part of His Highness the Nabob and by Mr. Vander Graaf on the part of the Dutch. This agreement is dated the 25th February 1786.

85. In the agreements of 1786 with copy of which I was furnished by Mr. Van Braam it is stipulated that half the proceeds of the pearl fishery at Tutacoryn shall belong to the Nabob but mention is made of the pearl fishery of Manar and the entire proceeds of the chank fishery at Tutacoryn was ceded as an exclusive right to the Dutch. The fisheries were to be let by public sale to the highest bidder.

86. This treaty was a provisional treaty only and does not appear to have been ratified. I am inclined to believe from a perusal of the records that it proved unsatisfactory to the Nabob on account of the omission of every thing relating to the Manar fishery the most productive and session of the half of the Chank fishery at Tutacoryn.

87. In the agreement † of 1788 it is stipulated—

Art. I "The pearl and Chank fisheries of Tutacoryn shall be equally divided between the high contracting parties, the chank fishery shall as usual be let to the highest bidder and the

* N.B. Supposed to be a mistake of the Copyist.

† It appears from copy of a private letter from Mr. Buchanan to the Chief at Tutacoryn that the Dutch Government never ratified this treaty. See Mr. Parish's letter, 31st July 1803.

‡ See copy thereof as furnished to me by Mr. Van Braam. See also an incorrect copy obtained from the Tinnevely records. From Mr. Parish 31st July 1803.

produce equally divided, His Highness the Nabob having the option in the pearl fishery whether he shall send an equal number of tonies to fish that the Honorable Company send or agree to farm out the fishery and receive one half of the net amount in money."

Art. II. "The contracting parties shall cause the above banks to be visited as usual, and when they are judged rich enough for a fishery, notice thereof in writing shall be sent to His Highness the Nabob by the Chief at Tutacoryn, who shall send a copy of the same to His Highness's agent, or Landregent, in the Tinnevely country, and at the end of five weeks from the date of such notice, if His Highness or agent does not signify his option as above to the Chief at Tutacoryn it shall be considered by the Company that he consents to farm out the fishery, public notice of which shall be given as usual."

Art. III. "If His Highness agrees to farm out the fishery there shall be ceded to the farmer all rights whatsoever over the banks he shall have so farmed for that fishing season, he shall do with the pearls and oysters what he pleases, and shall manage the fishery without being subject to any interference whatever."

Art. V. "In consideration that His Highness the Nabob shall permit and encourage his subjects to come to the pearl fishery of the banks of Manar and Arippe, His Highness as Prince of Madura and Lord of the Marawar country shall have as his share one fourth part of the clear product of this fishery."

Art. VI. "His Highness the Nabob shall have the option that instead of the above one fourth part of the produce of the Manar fishery he shall send one fifth of the number of tonies, which the Honorable Company send that is, thirty six tonies with five stones or divers in each when the Company holds a full fishery of one hundred and eighty tonies with 900 divers the like proportion when the visitation of the banks may require an augmentation or diminution of the whole number of tonies, so that for every five tonies the Company may send, His Highness shall send one."

Art. XII. "It is finally agreed that when His Highness the Nabob shall signify his assent to the above articles of treaty and that they are approved of by the Government General of Batavia they shall be ratified and exchanged as soon thereafter as possible by the high contracting parties, until which event they shall be considered in full force and virtue by all parties dated 9th July 1788."

88. The Government of Madras disapproved the Treaty of 1788* signed by Mr. Buchanan because the admission and cessions in the 10th article were as incompatible with His Highness the Nabob's relations with the British Government as they were in themselves impolitic. Little seems to have been said about the share in the fisheries for which the Nabob appears to have been left to obtain the best terms in his power and it must be admitted that the Nabob appears to have been well satisfied with the terms he had obtained and was not at all aware of the value of the cession, or at least indifferent to it made of a monopoly of the trade in cloth.

89. Sir Charles Oakely writes to the Nabob on the 29th January 1790:—

"With Your Highness's letter of the 28th of October last, you were pleased to send me a copy of the treaty executed by Mr. Buchanan on the part of Your Highness with the Governor of Ceylon, in the 10th article of which, I observe, that Your Highness has stipulated that the Dutch Company shall continue to exercise uninterrupted the full and peaceable enjoyment of all their trade and privileges in Your Highness's Country of Madura and Marawar, in like manner and on the same terms as they have done for many years past, and be at liberty to extend the same if they think proper." I conclude that Your Highness was not aware at the time this treaty was formed, that you had previously engaged in the treaty made with Sir Archibald Campbell "that you would not enter into any political negotiations or controversies with any state or power without the consent or approbation of the President in Council of Fort St George. In this point of view therefore Your Highness's treaty cannot be considered as binding upon the Company's Governments more especially as I see ground to apprehend that in negotiating it Your Highness did not sufficiently reflect upon your own just rights as Nabob of the Carnatic; there also appears to be very good reason to believe that the privileges which have been exercised for a long period by the Dutch both with respect to the fisheries and to the monopoly of the trade in the Tinnevely Province are unjustifiable usurpations extremely detrimental to the welfare and happiness of Your Highness's subjects in that quarter."

* See correspondence with the Nabob and to Bengal on the subject of the treaty of 1788. Appendix A, Page

"Having thus explained my opinion of the treaty I have only to add that it is my intention to apply to the Government of Columbo for copies of the titles on which their rights to the pearl and chank fisheries and their claims to certain exemptions and privileges of trade are founded order that I may be enabled to form a proper judgment on the subject and determine the affair in just manner to all parties. Dated 29th January 1791.

90. The Nabob at a former period had furnished the Governor of Madras with extracts of correspondence with the Governor of Columbo respecting the pearl fisheries of Manar and Tutacoryn

91. Extract of a letter from His Highness the Nabob to Mr. Peter Sluysken &c., Council Columbo dated 30th October 1770:—

"The above are the terms which were settled by the Rajahs of the Carnatic with the people of Columbo. Therefore this right of the Circar in the Manar fishery is incontrovertible as to Tutacoryn as it belongs to the Circar the whole pearl and chank fisheries of this place is the property of the Circar what right then have the Dutch to a half share in the pearl fishery and to the whole of the chank fishery".

Extract of a letter from His Highness the Nabob to the Governor of Columbo dated 24 October 1785.

"The Dutch have nothing to do with the fishery at Tutacoryn but the divers pay the monthly as follows, viz.,—

Each Lubbewar 12 Chuckrums and 5 Madras fanams;
Each Cuddaweer 9 Chuckrums and 5 fanams; and
Each Parawar 6 Chuckrums and 5 fanams".

92. The copies of translation of letters from the Nabob's Deputies in Tinnevely to the Chief of Tutacoryn from 1745 to A.D. 1794* exhibit abundant evidence that neither His Highness nor His Highness ever relinquished his rights to a share in the pearl and chank fishery on the coast of Tinnevely and that the whole revenue was sometimes claimed as His Highness's just right whenever His Highness or his servants considered themselves independent enough to make the demand.

93. The question was thus brought down to 1794 and in July 1795 Columbo was captured and Tutacoryn taken possession of.

94. The subject however was not closed by the Narrative being brought down to 1795, because it became my duty to ascertain what course of proceeding had been observed during the assumption of the Carnatic in 1781 and 1790 when the rights of the Nabob of the Carnatic were for a time each of these periods assigned over to the Honorable Company. The Dutch war of 1780 ceased in 1782 and the Dutch possessions on this coast were restored in 1785. From 1785 to 1795 the Dutch were in peaceable possession of Tutacoryn. The practice of that interval was calculated to furnish some insight into this complicated and long pending dispute and it has been found to be as follows

95. After a long discussion with the Chief of Tutacoryn the terms of an agreement under which a pearl fishery should be carried on were settled. "The superiority the Dutch claim upon this coast Madura prevented me says Mr. Torin from introducing the name of His Highness the Nabob or that of the Company as the principal and one of the proprietors of the farm and the Dutch perceive I was unwilling to yield the precedence have couched the advertisement under the general denomination of the parties concerned. I have not objected to this because the references I had the honor to make to you respecting their rights and privileges are not yet replied to and as the purpose answered by this neutral term the propriety of it may be left to future discussion".

96. Mr. Torin had previously stated:—

I have lately procured extracts from the Nabob Enaitnamas to his Naibs upon these subjects as well as copies of his letters to Mr. Buchanan by which it appears His Highness never lost sight of his just rights as Sovereign of the Country although he was led into treaties subversive of the

* Note—"On it being communicated to Mr. Vander Graaf, Governor of Columbo in 1794 that the agreement of 1788 signed by Mr. Buchanan was not a valid instrument he apprized the Governor in Council of Madras that if that was the case the Nabob could not be allowed the benefit of the treaty in regard to the increased share allowed him in the Manar pearl fishery."

† These are the letters alluded to above ... Appendix C.

He even claims the ground in which their Fort is built and in a letter to the Governor of Columbo he is very decided upon these points particularly denying them the smallest influence in his Country or over any of his subjects and in speaking of the fisheries he seems to consider the division of them with the Dutch as a favor from him and in short that they reside at Tutacoryn only by his sufferance "for it is written in the Daftar of the Carnatic that they have no right whatever."

97. From all the voluminous correspondence which I have referred to and from all the evidence contained in this correspondence it appears to me clear that the Dutch claimed and sometimes enjoyed the whole revenue derived from the pearl and chank fisheries anterior to A.D. 1745 both from Manar and Tutacoryn but that on the accession of Mahomed Ally to the Musnud of the Carnatic the Dutch do not appear to have been allowed to carry on these fisheries and even were not able to fish the banks of Manar and Arippe without the consent and concurrence of His Highness the Nabob of the Carnatic. The agreements of 1786 and 1788 and the omission to fish the Manar pearl banks since 1767 or 1768 and the Tutacoryn pearl banks since 1747 prove incontestably that the Nabob claimed a right to a participation in the revenue and that the dispute respecting the rights of both parties is of long standing.

98. I have shown that in the year 1791 the Chief of Tutacoryn and Mr. Torin divided the revenue of a fishery of the pearl banks of Tutacoryn and this is the only positive evidence of enjoyment by the Dutch of a share in the produce of the Tutacoryn banks I have been able to obtain.

99. The Netherlands Commissioner in his supplemental claim has demanded the admission of his right to the whole revenue from the pearl and chank fisheries, as Sovereign of the Carnatic and successors to the Nabob's rights the English East India Company appear to have the best claim to this branch of revenue. The pearl banks are scattered along the coast of Tinnevely and are not therefore within the limits of any Dutch Settlement. That the Portuguese and afterwards that the Dutch usurped the Command of the whole Gulf is very probable and it is quite probable that the Dutch for a time kept to themselves the whole revenues derived from these fisheries but as they held them by no deed and by no cession they may be said to have held them so long only as they could keep them.

100. To the whole revenues I cannot consider the Dutch to have any well founded claim. To a portion of one half I should have submitted that the evidence inclined in their favor since they actually received one half of the fishery which took place in 1791. On this subject the Governor in Council will not find it difficult I hope from the evidence I have collected to pass a decision on the claim of the Netherlands Commissioner.

MONOPOLY OF CLOTH.

MANUFACTURED IN THE MADURA, TINNEVELLY AND MARAWAR PROVINCES.

101. This monopoly has been frequently claimed by the Dutch but was never allowed by any deed or agreement that I can discover except indirectly by the IVth article of Mr. Doth's treaty of 1786 and the Xth article of the treaty signed at Columbo in 1788 by Mr. James Buchanan as the authorized Agent of His Highness the Nabob of the Carnatic—The articles are as follows:—

Art. IV. "As a consequence of the above recited second article the exclusive right to the Company to trade in cloth in the country of Madura and Tinnevely is recognized as well as in the country of Marawar and in as far as it is necessary it should be again ratified. The Nabob cannot grant to any one the privilege of trading in the abovementioned districts".

"The intention however of this article is not to prevent the trade in fine cloths which the inhabitant natives of the country have always possessed, this shall be granted to them as a customary right provided that it does not consist of those sorts of cloths which the Company has been accustomed to purchase for its own trade." Dated 5th February 1786.

Art. 10. "The Company shall continue to exercise uninterrupted the full and peaceable enjoyment of all their trade and privileges in His Highness's country of Madura and Marawar in like manner and on the same terms as they have done for many years past and be at liberty to extend the

* See the Ceylon Government letter to Sir Archibald Campbell

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same if they think proper. The intention however of this article is not to hinder the inhabitants of the country of Madura and Marawar to trade in fine cloths or such other manufactures as have not been solely carried on by the Company. 17th July 1788."

102. It does not appear that the monopoly during the Nabob's Government was much a subject of discussion. Indeed as the Dutch pagoda coined at Tutacoryn was the chief medium of circulation the Nabob's officers may have considered the Dutch trade highly beneficial and have remained ignorant of the evils of a monopoly. On one occasion indeed the Nabob's Deputy Syd Mahammed Cawn writes A.D. 1773 to the Chief at Tutacoryn as follows—"I have received your letter and understand the contents. You say that the weavers in Alwar Tinnevelly, Kerumboor and in other Talooks of Tinnevelly are prevented by the Circars Monigars from attending to their engagements with the Dutch Company. Having received orders from the Huzzoor to make up a number of tents orders have been sent to the Amildars to purchase 10,000 catchays—as the weavers you mention belong to the Circar Talooks they will of course be obliged to furnish the Circar with what is required before they can sell their cloth to merchants, of this you must be sensible."

103. This instance will show of how little value the monopoly was and how impracticable it was either to define its privileges or enforce adherence to them by persons who had no local or sovereign jurisdiction and were subject to every inadvertent or wilful inadvertent any Native petty officer of the Nabob might throw in the way of this pretended right to an exclusive trade in a certain description of cloth.

104. The seizure of a boat laden with cloth provided in the Tinnevelly province by Mr. Martin the Commercial Resident established in that province by the Government of Madras brought the subject into discussion between the Dutch Governor in Council at Columbo* and the Governor in Council at Madras. During the discussion a complete disavowal of the treaty of 1788 was made by the Governor of Madras and admitted on the part of the Dutch Governor with a notification that His Highness the Nabob of the Carnatic would not be allowed the advantages in the fisheries of Manar and Arippe stipulated for in that treaty. The correspondence terminated on the Dutch consenting to forego the right of searching and stopping boats pending a reference to Europe and on the British Government agreeing that "If after all we have said you should still continue of opinion that the right to an exclusive monopoly of the trade of Tinnevelly is with you we are willing to leave the matter to be determined in Europe provided only that in the mean time no molestation be offered to the people employed by us in this concern or to the vessels laden with cloths for the English East India Company and we shall give positive orders that there be none offered to the persons employed by you". To Ceylon 14th May 1795.

105. The IVth Article of the convention of the 13th August 1814 is as follows:—

Art. IV. "His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands the same facilities, privileges and protection with respect to commerce and the security of their property and persons within the limits of the British Sovereignty on the Continent of India as are now or shall be granted to the most favored nations."

"His Royal Highness the Prince Sovereign on his part having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands and wishing to do his utmost to avoid any thing which might affect their mutual good understanding engages not to erect any fortifications in the establishments which are to be restored to him within the limits of the British Sovereignty upon the Continent of India and only to place in those establishments the number of Troops necessary for the maintenance of the Police."

106. It is thus clear that the rights claimed by the Netherlands Commissioner of an exemption from duties on the trade of the European subjects of the King of the Netherlands and to a monopoly of the cloth manufactured in extensive provinces under British Sovereignty have been relinquished. The letter from the Court of Directors of the 17th November 1814 so interprets this article. Indeed were not this privilege abandoned by the convention of 1814 it would be necessary to refer to

* Correspondence between Mr. Martin and the Chief at Tutacoryn
Correspondence between the Government of Madras and Dutch Government of Ceylon: Appendix A, Page 1

ject to England since it would be nearly as impracticable as impolitic to admit this right of monopoly to belong to the Dutch and quite as impracticable to define to what cloth it was restricted it would be absurd to extend it to all kinds of cloth manufactured within the provinces of Tinnevelly and Madura. It would be admitting that the Dutch factors of Tutacoryn had the right to exclude the British Government from any share in the cloth trade of the British possessions of Madura, Tinnevelly and Ramnad.

107. In a supplemental statement of claims the Netherlands Commissioner has withdrawn his original claim to this Monopoly and has agreed that this claim to a monopoly is a proper subject for reference to England but as all treaties with the Nabob of the Carnatic become void or are declared void to have been executed the Commissioner goes back to ancient times and claims the whole revenue derived from the pearl and chank fisheries on the coast of Tinnevelly and excludes His Highness the Nabob from any share or right therein leaving the British Government therefore at liberty to question the right of the Dutch to the right claimed unfettered by any previous engagements on the part of His Highness the Nabob of the Carnatic.

ADMINISTRATION OF JUSTICE.

CIVIL AND CRIMINAL.

108. It does not appear that the Dutch exercised jurisdiction in criminal cases over any of the natives residing within the limits of their forts, factories or villages dependent thereon—a claim was never preferred for criminal jurisdiction in Sadras which has since been withdrawn. There seems to be no cause for questioning the right of the Dutch to exercise civil jurisdiction within the limits of their own Territory. It may however be taken as evidence that the cessions made to them were not made in full Sovereignty that they did not exercise criminal jurisdiction. It seems therefore consistent with this acknowledgment that they should claim the exercise of an independent and sovereign authority in all their settlements in all other cases.

"At Pulicat the Dutch are represented to have an independent authority in the administration of Civil and Criminal justice over their subjects in the Fort and European street of Pulicat besides the villages attached to Chingleput above referred to. The Dutch European laws are in force for Europeans and the local laws for the Natives under their authority but in all the other parts of Pulicat, justice was administered to the Natives by the Nabob's officers."

"When a subject of the Nabob misbehaved towards the Dutch or their Government within their limits he was sent to the Nabob's officers for punishment and the like practice was observed with the Nabob's Officers with respect to the Dutch subjects misbehaving within their jurisdiction."

From Mr. Graeme dated 28th February 1818.

109. Mr. Irwin, Mr. Torin, Mr. Parish all declare that the Dutch possess no land revenue and no territory beyond the limits of the Fort of Tutacoryn and factories dependent on the Chief settlement but the Netherlands Commissioner claims an exclusive jurisdiction* over the town of Tutacoryn and over the Parawars.—viz. Boatmen, Fishermen and Divers residing at or near each of their Settlements and indeed over all the Parawars resident on the Coast of Tinnevelly and Madura.

110. The exercise of this jurisdiction must I conclude have originated from the state of anarchy which the southern provinces remained both before and subsequently to the establishment of His Highness the Nabob Wallajah on the musnad of the Carnatic in fact during the whole of the several reigns of the Carnatic and in the deep interest the Dutch felt in conciliating the Parawars in order that they might with their assistance carry on the pearl and chank fisheries even in opposition to the authority of His Highness the Nabob of the Carnatic or his predecessors the Naicks of Madura. It is natural to suppose that the Parawars on being pressed by the local officers for the payment of the heavy or personal tax should have endeavoured to avoid the payment and have sought protection and claimed the interference of those who willingly took an interest on their behalf. The head of a sect in a paper found by Mr. Cotton written sometime ago states "the Parawars and other inhabitants of Tutacoryn consider themselves as subjects of the Prince of the country and as such pay an annual tribute but that they have been protected by the Portuguese from being molested or

* See correspondence between Mr. Kindersley as assistant to the Collector of Tinnevelly and the Chief of Tutacoryn on the subject of the claim to jurisdiction over the town of Tutacoryn received from Mr. Cotton, 28th February 1818.

—possessed by the Circar because they were converted by them and that the Dutch also protected them under their flags during the administration of their Government on this coast.” Mr. Irwin’s report of 1783 states No. 4 is a translation of a petition from Jade or Sade Sullivan the head of the Parawar caste. This man had the rank of Factor in the Dutch service and on his credit and influence with the boatmen and divers, the Dutch depended chiefly for their business on the coast. I have the pleasure to assure Your Lordship &c., that I have found this man very useful and intelligent and ready to undertake any service that the Company may require of him. I have been cautious however in relying implicitly on his communications where he may be supposed to be interested and as he probably may be a successful candidate for the chank and pearl fisheries I have not been wanting to get other information on these subjects. I have judged it expedient to afford Jade Sullivan every assistance of protection and support on the part of the Company and I trust Your Lordship &c., will pardon my suggesting that a dress or some mark of your favour might be the means of attaching him wholly to our interest and in another part of his report he gives a list of the houses and number Parawars as given

A. D. 1783.			Houses.	Inhabitants.
Tutacoryn	...	...	1,200	4,500
Punacoil	...	...	200	700
Veravandampatnam	...	...	100	300
Hollandale or Allendale	...	...	100	300
Manapar	...	...	1,000	3,500
Taley	...	...	250	750
Calon Taley	...	...	150	450
Catch Vanat	...	...	50	150
Vypaur	...	...	50	150
Vaupaur	...	...	60	200
Moorgore	...	...	40	120
			3,200	11,120

“The calculation of three persons to a house appears to be greatly under-rated and it is probable that the Parawars amount to double the number above stated.”

111. Mr. Cotton has furnished me with a copy of the cowlie granted by the Dutch * Government of Columbo to Sade Sullivan and it will be found in the appendix. Mr. Irwin appears to have granted him one of nearly similar import and another was granted by the Governor in Council of Madras in 1808 at the recommendation of Mr. Hepburn then Collector of Tinnevely.

112. In 1795 when Mr. Powney took possession of Tutacoryn he reported “notwithstanding which (no territory belongs to the Dutch possessions) it appears the Dutch possessed a power over the Parawars or Christian inhabitants of the following places on the coast in the District of Tinnevely and Ramnad viz., Kilkarry, Mukkoor, Kailwootty, Werandepatnam, Alendale, Manapar, Tale, Koor tall and Kullapanie and they appointed persons to exercise a jurisdiction over them and although the Parawars paid a tribute to the Nabob’s Government they were considered subjects of the Dutch and in order to prevent their being exposed to undue demands from the Circar they advanced the amount of tribute on account of the Parawars which was collected from them by the person appointed by the Chief of Tutacoryn and were reimbursed accordingly.”

“The Dutch from the information I collected possessed this right since the year 1658 and were very tenacious in maintaining it. The Nabob’s manager however frequently attempted to invade it and exercise a jurisdiction over them and having the power in his hands frequently succeeded; the consequence was that this numerous and very useful race of people abandoned their habitations and fled into the Travancore country.”

“I am particular on this subject as the principal Parawars came in a body to me and supplicated the protection of the British Government from the power of the Circar and petitioned to be allowed to remain in the same situation towards us as they were with the Dutch.”

* From Mr. Cotton 12th March 1818.

113. It will be seen from this statement * that the Nabob’s Government was then in full force in the Tinnevely Province and that the Parawars were anxious to substitute British protection for Dutch protection against the demands and the authority of the Nabob’s local officers.

114. It appears clear that the revenue payable by the Parawars by whomsoever collected formed a part of the Carnatic revenue and that the Parawars were subjects residing in many places within the territories of His Highness the Nabob of the Carnatic—whatever authority the Dutch may have exercised during unsettled times over a class of people so useful to them in the realization of the revenue derived from the pearl and chank fishery was a right assumed not granted or ceded that I can discover. That the Parawars paid tribute to the Nabob the Dutch have always admitted but beyond that will not allow that the Nabob had any jurisdiction. The native correspondence collected by Mr. Torin including numerous letters from the Nabob’s Deputies to the Chiefs of Tutacoryn show that this right of exclusive jurisdiction on the part of the Dutch has never been admitted.

115. In the treaty of 1786 it was stipulated—

“Art. 3. In consequence of the above general article (article 4) the Company is bound and charged anew by this treaty in as far as is necessary to regulate the tribute of Parawars in the same manner and on the same footing as it was fixed at the time that Mr. Van Angelbeck was Governor of Cochinchina and Chief of Tutacoryn. The aumam † on his part shall not intermeddle with the Parawars or require more from them.”

116. No mention is made of the Parawars in the treaty of 1783.

117. This right of exclusive jurisdiction over the Parawars within the town of Tutacoryn and along the whole coast rest on the same foundation as the claim to the exclusive monopoly of the cloth trade. The exclusive jurisdictions claimed by a foreign power over persons residing within the limits and under the protection of British Courts cannot be admitted under any circumstances without creating never-ceasing disputes ‡ but much less under the plea of being long established, a plea certainly not well supported but contravened by the constant disputes between the local Dutch officers and the local officers of His Highness the Nabob of the Carnatic.

118. Mr. Irwin who appears to have taken great pains during the assignment of the Carnatic revenue to obtain accurate information on the subject of the Dutch rights and privileges on the coast Tinnevely resisted for a long time in 1785 the delivery of the town of Tutacoryn (the Parawah town) to the Dutch; but although he appears to have had good grounds for concluding that the town was not within the Dutch limits and all other local British authorities are of this opinion he appears finally to have included it in the deed § of restitution of the 18th July 1785 and it must therefore be again included I presume and the limits be defined on the spot.

119. The house at Mupalor is not within the Dutch territorial limits but as it is Dutch property either national or private no objection exist to its restitution. The commercial lodges may also I should suppose be taken possession of but the Lascorien port or ports cannot be surrendered or be allowed to be re-established; they are connected with the question of a monopoly of cloth and as that question is to be referred to Europe for decision the re-establishment of these posts of search and acquisition will I conclude be deemed inadmissible.

120. The Dutch claim all the Islands on the Coast of Tinnevely and of Ramnad but Mr. Cotton || explains in his letter of the 25th of February last enclosure No. 3 that nine Islands named by him on the Coast of Ramnad did not belong to the Dutch East India Company. They will not therefore be restored until the Dutch establish their right by evidence of actual possession in 1795. I have not discovered that these Islands were a subject of discussion in 1785.

* In the attempt thus described they frequently succeeded. See correspondence collected by Mr. Torin in Mr. Cotton’s letter 28th February 1818.

† Aumam. The Dutch use this word for Circar or Native Government.

‡ See correspondence from 1745 to 1785 in Mr. Cotton’s letter, 28th February 1818 ... Appendix C.

§ See correspondence between Mr. Kendersley and the Chief of Tutacoryn in 1785 furnished by Mr. Cotton.

The town and fort of Tutacoryn, its factories and all its dependencies on the Coast of Madura and Maravar on the same footing as they were possessed before the late war has been restored purely and simply by the English to the Honourable Dutch company. “Extract from deed of transfer.”

|| See also letter from Mr. Pites, 19th March 1813.

121. It has been shewn in a former part of this report that the Dutch possess revenue jurisdiction over several villages. The boundaries of all villages in India are well defined. Revenue jurisdiction must include civil jurisdiction and although the Dutch do not claim the exercise of Criminal jurisdiction in any of their settlements, it is evident that if the local British Criminal Courts were to exercise the power of trying and punishing persons who had committed crimes within the Dutch civil limits much inconvenience must be felt by the local authorities of both nations and frequent disputes must occur.

122. The Netherlands Commissioner is willing that as heretofore the local Dutch authorities should cause all persons residing within the Dutch limits whose presence is required in our Courts by our Collectors or Commercial Residents to wait on such authorities on a regular official application in writing being made to the Dutch Chief or Resident and on the public officers of the English India Company affording the same assistance to the Dutch authorities in like cases.

123. It has also been agreed that Criminals fleeing to the Dutch limits shall be surrendered on demand being made in writing for their persons by any British Officer of competent authority to make the demand.

124. The Netherlands Commissioner does not feel himself authorized to include debtors in an arrangement but it is desirable that some stipulations or agreement should be entered into on subject by the authorities in Europe.

125. Under this arrangement to which Mr. Van Braam under confirmation from his superiors has assented and will instruct the Dutch authorities accordingly. I am not aware that the subject of the Criminal jurisdiction within the Dutch limits need be further agitated and that it will be advisable to leave to the Dutch the prevention as well as the punishment of crimes within the limits of their Revenue jurisdiction.

Debtors—See article 19. Convention between France and Great Britain dated, London, March 1815. No such stipulations is in the convention between the Netherlands Government and Great Britain of the 13th August 1814.

"Art. 9. All Europeans and others whosoever against whom judicial proceedings shall be instituted within the limits of the settlements or factories belonging to His Most Christian Majesty for offences committed or for debts contracted within the said limits and who shall take refuge of the same shall be delivered up to the Chiefs of the said settlements and factories and all Europeans and others whosoever against whom judicial proceedings as aforesaid shall be instituted without the said limits and who shall take refuge within the same shall be delivered up by the Chiefs of the said settlements and factories upon demand being made of them by the British Government, London, 7th March 1815."

126. It is desirable that a clause to this effect should be entered in any future convention which may be made between the Netherlands and British Government.

Fort Saint George,
23rd March 1818.

(Signed) JOHN HODGSON,
Commissioner

APPENDIX A.

HIS HIGHNESS THE NABOB

WALLAUJAH BAHADUR OF

Arcot and the Carnatic &c.

To

ALEXANDER DAVIDSON Esq.,

PRESIDENT AND GOVERNOR,

Fort St. George.

MY FRIEND,

From the first commencement of the pearl fishery during the time of the former Princes of the country, at which time the Dutch were permitted by them to have a place on this coast, the pearl fishery at Tutacurin has belonged to the Government of the Carnatic, and the Dutch have not the least claim to any share or concern therein. In the fishery at Mannar, the Dutch have a participation.

I shall now send my people to both those places for the purpose of entering on the pearl fishery business and should the Dutch make any objections to act agreeable to the established usages, or be any way refractory, I shall on any part put stop to their trade in my Dominions and to all the articles of provision and goods which goes from my country to their settlements, until they are brought to act in conformity to the ancient customs, and as my friends the English are the supporters of my Government I trust my friend will write to the Governor of Columbo, and to the Chief of the factory at Tutacurin, advising them to act in the pearl fishery business according to the old established usages and I request to be furnished with copy of the letters which he shall write to them. Enclosed I send you translations of the letters which I have written them on this subject.

The Chief of Tutacurin has intimated to me, through my servants that he wishes I would invest the Dutch with the Sovereignty of Tutacurin, which belongs to the Circar, together with the pearl fishery and that in consideration thereof they will pay me such a sum of money as the Circars people shall judge proper. My views, however, are not fixed upon money but upon the preservation of the rights of my Government, nor do I wish that any other nation except my friends the English who are the supporters of my Government, should acquire any power in my Dominions.

Chepauck,

What can I say more.

17th Zehige 1199 or 21st October 1785.

Translation of a letter from His Highness the Nabob of the Carnatic to the Governor of Columbo.

I have at this time given orders to my representative at Tinnevely Eatabar Cawn, for entering the pearl fisheries at Tutacurin and Mannar agreeable to the ancient established customs and I have despatched Koojah Cummal-ud-dien Cawn and Syed Abdillah etc., with the standard and its pages from my presence to Tutacurin.

I have ever supported the Dutch in the conduct of their commercial affairs in my country, I am always desirous of promoting them agreeable to the ancient usages, I assure myself that I direct the Chief of Tutacurin and the person belonging to you at Mannar not to make any laws to observe strictly the rules and customs observed in the pearl fishery at both those places times of the former Rajahs. The first settlement of the Dutch and the establishment of their factory on the sea coast of this country, was with the permission of the Government of the Carnatic, by the blessings of God the same Government still continues and it is well known to all the people of the country that the fishery at Tutacurin belongs entirely to the Circar and that the Dutch have no share or claim therein, though they interfered in it upwards of four years ago under the name of a lease, but the time of the lease too is now expired.

In the fishery at Mannar, the Circar and the Dutch have shares as follows, viz.

The Circar have 39 boats containing 188 stones of which 20 boats and 96½ stones belongs to Madura and 19 boats and 91 stones belongs to Ramnaud &c., viz., 66½ stones for Ramnaud, 15 for the Puttan Muskaim and 10 for the Pagodas. The bazaar of Tutacarin and Mannar and the management of those places are in the hands of the Circar's people and that the Circar's Flag is displayed therein. The right hand or Dutchnavert Chanks of every ten that are found the Circar have two.

In the time of fishery, it is customary for the divers to swallow the pearls that they find in the broken shells such as may be found upon them always belong to the Circar.

The Dutch must prepare a place for the residence of the Circars people.

The people of the Circar and those of the Dutch conjointly, go in the boats to search for the pearls.

The Dutch have nothing to do with the fishery at Tutacarin but the divers pay them monthly as follows viz., each Lubbarwar 12 Chuckrams and five Madura fanams, each Cuddawer 9 Chuckrams and five fanams and each Purwer 6 Chuckrams and five fanams.

I trust you will act up to the established usages, in which case I shall promote your commercial concerns and offer you all reasonable support in your affairs.

What can I say more.

Translation of a letter from His Highness the Nabob of the Carnatic, to the Chief of Tutacarin

The peace which has again taken place between your nation and my friends the English, and the re-establishment of your commerce, had made me happy.

I shall afford the usual assistance and support to your commercial affairs provided you act with uprightness and obedience towards me but I am concerned to hear that you have already acted contrary to the established usages for, my Nail at Tinnevely, Eatabar Cawn, informs me that you have broken through them, by making a garden and erecting a bungalow upon the Circar's ground, by not sending the renter of the Chanks to the said Cawn, and by bringing a larger number of Malay &c., into Tutacarin than is necessary. All these are inconsistent with sincerity and uprightness. The port of Tutacarin is upon the Circar's ground, and your establishment therein and the existence of your commercial affairs at that place depends upon my favour and protection. I desire therefore you will never think of making gardens or erecting bungalows or of residing therein, that you will give up the rents of the Chanks to the Circar's servants, that you will withdraw all such people as are unnecessary from Tutacarin and not deviate in the smallest degree from the ancient established customs, and so long as you preserve these, I shall continue my favour towards your commercial interests.

In order to settle the business of the pearl fishery at Tutacarin, which entirely belongs to the Circar, I shall send a person of consideration hereafter, and I trust you will act therein agreeable to the usages which existed in the times of the former Princes of the Country.

What can I say more.

To

THE HONORABLE N. VANDE GRAFF,

GOVERNOR AND DIRECTORS OF THE ISLAND OF CEYLON

AND TO THE GENTLEMEN OF COUNCIL AT COLUMBO.

GENTLEMEN,

We have received a letter from His Highness the Nabob of the Carnatic, informing us of his intentions to re-establish the business of the pearl fishery at Tutacarin and enclosing copies of the letter which His Highness had addressed to your Government, and to the Chief of the Factory at Tutacarin on the subject.

As we are well assured of His Highness favorable disposition to the interests of your nation, we should be concerned if any thing happened to disturb the cordiality subsisting between him and your Government and we therefore beg leave to express our wishes, that you will give directions to the Chief of Tutacarin to confirm himself strictly to the usages established in the business of the pearl fishery, in order to prevent any cause of complaint on the part of His Highness the Nabob.

Fort. St. George,
26th October 1785.

We have the honor to be, Gentlemen,

Your most obedient humble servant,

(Signed) ALEXANDER DAVIDSON,
&c., Council.

To

THE HONORABLE ALEXANDER DAVIDSON Esq.,
PRESIDENT &c., COUNCIL AT FORT ST. GEORGE.

GENTLEMEN,

We have the honor to acknowledge the receipt of your letter of the 26th October, advising us of the intention of His Highness the Nabob of the Carnatic, to re-establish the pearl fishery at Tutacarin and requesting us to co-operate with His Highness in order to place it on its former footing. We have in consequence sent instructions to our Chief at Tutacarin for that purpose.

We have the honor to be, Gentlemen,

Your most obedient humble servant.

(Signed) VAN DE GRAFF.
S. ELUYSKER.
I. EN HOET.
C. VAN ANGELBEEK.
BAHESS.
REEMTOUS.
C. I. SONNEWDES.

To

HIS EXCELLENCY MR. VANDE GRAFF,
GOVERNOR OF COLUMBO.

Sir

My friendship for the Nabob of the Carnatic and the sincere respect and good will I bear to your nation, has induced me to offer my best and friendly mediation at this juncture for the purpose of terminating the disputes which have for many years subsisted between His Highness and the Company respecting the pearl fishery and which have long deprived him and them of the natural benefits arising from that lucrative trade. As the matters now in dispute are of too extensive nature to furnish a prospect of their being settled before the season for this year's fishery would expire, and consequently that another year's profits would again be lost, I have used the freedom to recommend to His Highness, as I now do to you that both should proceed with the agreement for the year upon the footing already settled by Mr. Dott for the pearl fishery of Tutacarin and Mannar; which I understand is one half to each party of the Tutacarin fishery and in the Mannar fishery thirty in one hundred and eighty or one boat in every six, to be the property of the Nabob, and that His Highness should appoint persons to attend on his part, as well when the banks are examined as during the season in which they are fished.

The concern of the chank fishery I would recommend should lie over until a final &c., permanent agreement is concluded which I hope may be happily accomplished before another season commences. I shall have great satisfaction in promoting such an agreement as will be lasting and beneficial to both parties.

4
It will afford me infinite satisfaction to know if you have had any late accounts of the welfare of your worthy brother Governor Vande Graff of the Cape and it will oblige me much if you will have the goodness to offer him and his amiable family my very best respects and wishes.

I have the honor to be with the most perfect esteem and considerations.

Fort St. George,

27th January 1757.

&c.,
(Signed) Archd. Campbell.

[A letter from the Nabob Wallajah to the Governor of Columbo forwarded with the above, 7th February 1755.]

To

HIS EXCELLENCY SIR ARCHD. CAMPBELL, K.B.,
MAJOR GENERAL IN THE ARMIES OF HIS BRITANNIC
MAJESTY'S AND GOVERNOR OF MADRAS.

SIR,

Last night I received the very gracious letter that you did me honor to write me the 27th January last; previous to replying to it, I beg your permission to make an observation upon the Nabob's letter which you had the goodness to send me; the Nabob pretends that Mr. Dott has excused the authority with which he entrusted him, but it is only necessary to see the papers I have signed with Mr. Dott which I suppose the Nabob has communicated to you, Sir, to convince you how little is meant by that observation; the letter the Nabob wrote me when he sent Mr. Dott here evidently announces that the power with which he entrusted him, is not only confined to the pearl fishery but supposing it was so, in what manner could Mr. Dott have excused his power. In the treaty which I signed with him it is strictly speaking nothing more than establishing the Nabob's share in the produce of the pearl fishery at Tutacurin upon a footing much more advantageous than it was before and in this treaty there is nothing more required than what relates to the fishery at Mannar, for the remainder each side have declared in the aforesaid treaty that every thing should remain in its former state, as I have observed in my letter to the Nabob, copy of which I send you with an English translation.

What has been said in the aforesaid treaty regarding the purwers the exclusive right of the Company in the trade of cloths, and what shall be observed among the merchants of the Company, their employers and agents, and the free trade in general as well as what has been said concerning the chank fishery is only a consequence of that general declaration and has only been added to distinguish more clearly what constitutes between each the rights and privileges of the Company.

The Nabob has declared and still declares that he has no other desire than that which reciprocally observed, of adhering to his ancient rights and customs, and that every thing content on the same footing. Our Company ask for nothing else, she does not pretend to innovations, it then to be proved of the rights and privileges of our Company specified in the treaty as also which belong to them, altho' not pointed out in the said treaty belong to him. There is no one knows our possession on the coast of Madura, who can entertain a doubt, nevertheless the I being under some doubts, I shall reply openly to the observations, which he would make me these observations, Sir, upon the Nabob's letter which I have thought necessary, I confess sir to you that nothing can be more agreeable to me than the gracious offer, you have made me obliging a manner of employing your influence with the Nabob, for the purpose that our connection with him may be established on a footing which for the future will prevent the disagreement originating from the continual broils made by his representatives in the countries of Madura Mannar—I accept in consequence with much pleasure your proposal of corresponding with you upon every occasion that can tend to fulfil these obliging offers, in our private capacity and will enable us without reserve to communicate our ideas with sincerity and which should in case, when each are naturally inclined to serve each other. Your letter, Sir, is more than is need to convince me that you have the goodness to undertake that trouble, that is the only view of two friends, and I protest on my part, that I will act in every instance with all the sincerity to inform you upon every subject you desire to have some knowledge of. To prove what I have

am going to begin by pointing out a question which may appear to you well founded, you may ask me Sir, why I had ceded the half of the pearl fishery at Tutacurin to the Nabob while it belonged to me as Lord of Madura, and Lord of Marravar which surrounds a fourth part, if I had not had in view for him to cede to us in return something which does not belong to us, the only view I had in doing it was giving such an advantage to the Nabob, as a proof of our disinterestedness to fish on his own side, his representatives in a powerful manner make innovation and even encroachments (sic) upon the ancient rights and privileges of the Company and you Sir, know too much of India and how much the agents of Asiatic Princes, whenever they are at a certain distance from their masters, dare act not so be sensible that reason is sufficiently powerful to justify the sacrifice of one fourth of the produce of the said fishery; the treaty itself in which nothing more is stipulated is a further proof of the security I have mentioned.

In the pearl fishery at Mannar which has been held for these 20 years with 180 donies, it was agreed that the Nabob should have 30 donies for his share which with the Company's donies make 210, consequently the Nabob's 30 donies form one seventh part. In the treaty which I have signed with Mr. Dott it was specified that that proposition should serve to regulate all the fisheries hereafter; thus you see there is nothing but what is conformable to ancient custom, only that it was left to the option of the Nabob's to accept one sixth part in money of the net produce of the farm fishery if he preferred it to sending a number of donies which form the seventh part of all the donies which are employed in the fishery including his.

In consequence and conformable to the proposal you have had the goodness to make me I have no objections Sir, that the pearl fishery at Tutacurin which may actually take place, be managed this time in the manner pointed out in the contract which I have signed with Mr. Dott without it shall be drawn up in any other form until the final ratification of the aforesaid contract at the fishing at Mannar the donies attended last year with all possible exactness without finding anything which could give them the smallest hope that a repetition this year would prove of the least utility, therefore they have not been.

I cannot be too much sensible Sir, in the gracious manner you had the goodness to recollect my brother, he will assuredly be much flattered when he knows you continue to interest yourself about him; the last accounts I received from him which were in the month of August, say he continued very well with his family.

I have the honor to be with the most perfect esteem.

Columbo,
23rd February 1757.

&c.,
(Signed) W. VANDE GRAFF.

(A true translation.)

(Signed) THOMAS CHASE,
French Translator.

Translation.

TO HIS ROYAL HIGHNESS THE MOST HONOURABLE NABOB WALLAJA OMEN-UL-AND-AT-UL-MOLOK SIR HAL DANIA ANDER DINCLAN WERG ANDER MIN JON JONG SEPA SALAAE OF THE CARNATIC AND UNACCOUNTABLE LANDS.—

Most Honourable Nabob,

Yesterday evening I had the honour to receive the letter which Your Highness has been pleased to send me with the 6th Instant, and by which I see with the most sincere pleasure that through goodness you are recovered of the severe sickness you have laboured under.

By the treaty that I conclude with Mr. Dott, there was only strictly speaking the settling fully title of the Tutacurin Pearl Fishery and by the friendly agreement that concerning the Pearl Fishery besides in the abovementioned treaty nothing else is done than a mutual declaration that every thing should remain on the same foot as formerly without any alteration. This conformable with what Your Highness by several occasions declared to be your ultimate intention the same as Your Highness by your abovementioned most honourable letter does once more

in the most friendly meaning the Honourable Dutch India Company requires nothing more or every thing else—therefore, I cannot see, where in Mr. Dott can have surpassed the powers which he was honoured with by Your Highness—I shall nevertheless most willingly expect the reasons which Your Highness by your said honoured letter says to intend to give me hereafter.

I have also without the least hesitation accepted and by this present accept the friendly offers conformable to Your Highness letter which the Honourable Sir Archibald Campbell, Governor of Madras, General Major and Commandant in Chief of His Britannic Majesty's Troops and those of the Honourable Company has been pleased to make me, a Gentleman for whose excellent qualities and distinguished merits I have the highest respect, and as it is agreeable to Your Highness that the Pearl Fishery still should take place in the beginning of this year, I have conformable to the proposition made me by the said Mr. Campbell, sent the necessary orders to the Chief of Tutacurin, Mr. Mekern for the same and I request that Your Highness to prevent every thing that might hinder it, would write as soon as possible what is necessary to your Land Regent, Mr. Edward Chase, the time being so far advanced that if the fishery is held this season, every thing that can possibly advance it ought to be done.

For the valuable presents which Your Highness is so kind to send me I return you my most grateful thanks, they have a double value with me coming from Your Highness who on several occasions has shewn so many marks of friendship to the Honourable Dutch East India Company. There is nothing I wish more than that this friendly footing may continue without alloy and continually increase every thing which I can contribute towards it shall augment greatly my personal happiness.

I hope that Your Highness's Government will be a continued series of happiness and prosperity, desiring that Your Highness will be so good to write me whether there is any thing in Ceylon which you desire, I shall immediately try to fulfil it having the highest value for Your Highness.

Every thing which lays in my heart is here set down.

I have the honour to be with the greatest respects, &c., &c.

Colombo,
22nd February 1787.

(Signed) V. DEGRAFF

To

HIS EXCELLENCY SIR A. CAMPBELL, K.B., MAJOR GENERAL
OF HIS BRITANNIC MAJESTY'S FORCES AND GOVERNOR OF
MADRAS.

SIR,

Since the departure of my first letter, of which I now send a copy, I have received a letter the Chief at Tutacurin, Mr. Mekern, who observes, that having again informed the Regent of Nabobs (Ettabar Cawn) the day that the farm was to be rented, and having requested that dep of the Nabob might be sent, to be present, the said Regent and Mr. Dott proposed to have interview with him, and at that meeting Mr. Mekern did every thing in his power to obviate difficulties which they have continually started, which has hitherto prevented lease taking place seeing that they would come to no determination, he at last observed, equally to Mr. Dott and Regents, that if they would not change their system, they could only impute it to themselves, the time which should be employed in fishing passed in unnecessary disputes, the natural consequence of which would be that they must be obliged to postpone the fishery till next year; since that past Tutacurin, the fresh order which I hope the Nabob will have forwarded to his Regent in consequence of my letter, which I took the liberty to send you for him, cannot as yet be arrived. If they are at the fishery can be carried on this year, if not, they will be obliged to delay it till the next, it happens it is true that the grievance will not be very considerable, as all the people of the coast who have assisted at the examining the Banks (except those who have been sent on the part of Nabob) have declared, that in their opinion it will be better if they do put off the fishery for one

Nevertheless these sort of variances must be very disagreeable as they put a stop to a business for which preparations are already began to be made. If after the last advice I have received from Tutacurin any thing particular should happen you shall know Sir, Mr. Mekern will take the liberty to inform you and if he finds from the subsequent orders of the Nabob to his Regent, that matters can yet be accommodated, he will do every thing in his power to have the fishery carried on this season.

I have in my first letter said that the Nabob's letter was in every respect, a proof to me that Mr. Dott had not been sent by him only to treat upon the pearl fishery but upon other subjects and as it may some time happen that that letter may be of service to you, I will have the honour to send you a translation in English.

On reperusing my said letter I observe I have forgot to reply to what relates to the examination of the banks, it has always been customary that, when the Company shall think proper to examine the pearl banks upon the Coast of Madras, the Chief of Tutacurin informs the Nabob's Regent that he may send a doney to assist.

This time in consequence of what has been arranged with Mr. Dott, it is agreed that the Nabob in consideration that a half of the profit shall belong to him, shall send instead of one, many donies to examine the banks together with the Company's donies, respecting the pearl banks before Mannar the Company for reasons which they have ever adhered to have examined them whenever they have thought necessary, without informing any one, and consequently without the participation of the Nabob or any one whatever.

In the last fisheries which took place in 1766, 1767, 1768 the examination was made only by the Company's donies, with out the interference of the Nabob the same was done 1785 in the second examination which I caused to take place in the spring, it is true that some of the Nabob's donies appeared and have pretended they were allowed to examine the banks, but it is also true that the arrival of these donies was occasioned by some intruders, which the Nabob's people dare some time to permit, and if I had known more at the time I should have immediately have detained them to send them to the Nabob for him to punish them as they deserve. There is not even any of the Nabob's people who are acquainted with the banks of the Mannar who dare, Sir, support the contrary of what I have advanced, if you threaten them with your displeasure in case they attempt to impose upon you.

I have the honour to be in the most distinguished pleasure, &c., &c.

Colombo,
8th March 1787.

(Signed) VANDE GRAFF.
A true translation.

(Signed) T. CHAISE,
French Translator.

Extract of a letter from the Board of Assumed Revenue, dated 16th October 1790.

We request that application may be made to the Nabob for copies of any existing treaties between the Nabob and the Dutch as the chank and pearl fisheries cannot be rented until we receive instruction. We request that your decision upon this point may be as speedy as possible.

Extract of a letter from Mr. Torin, dated 7th October 1790.

The pearl and chank fisheries of the Coast of Tinnevely are always included in the revenue of the district and the time approaches for making the trials for the former and to commence the fishery of the other, I have to request the Board will furnish me with their orders as well as with copies of the treaties between the Nabob and the Dutch. These treaties, I learn, were never ratified on the part of the Nabob, that they are differently worded but in spirit and effect much the same and wholly injurious to His Highness just right and privileges from being closed with an article preventing the Nabob from fabricating the most and indeed only valuable assortment of the Tinnevely manufactures.

(Signed) I. WEBBE,

Extract of a letter to His Highness the Nabob, Carnatic, dated 19th October 1790.

I beg leave to enclose an extract of a letter received from Mr. Torin, Collector at Tinnevely and to request Your Highness will be so good to furnish me with the requisite information particularly as to what relates to any existing treaties between Your Highness and the Dutch.

Extract of a letter from the Nabob, dated 28th October 1790.

You enclosed for my information an extract of a letter received from Mr. Torin and desire me to furnish you with the requisite information particularly as to what relates to the existing treaties between me and the Dutch. This I understand.

Agreeably to your desire I send you copy of the treaty. The Dutch having in many respects regarding the pearl fishery &c., violated the ancient customs I refused to give orders for the continuance of other trade in the Tinnevely &c. Provinces. When the Dutch shall conduct the pearl fishery according to the established usages I will then order their accustomed trade not to be interrupted.

Treaty between—

His Highness the Nabob Waullaja Ameer ul Hind Umdital Mulk Ausufud Doulah Anwar
 Uddeen Cawn Bahauder Zuffar Jung Sepah Saular Sovereign of the Carnatic,
 &c. &c. &c.

The Noble Netherlandish Company,

Be it known to all whom it may or doth concern that His said Highness the Nabob of the Carnatic and the Noble Netherlandish Company being desirous that on the coast of Madura every thing may remain on an amiable and mutually advantageous footing and agreeable to ancient customs as formerly established in as far as they are not altered by this treaty.

His Highness the Nabob has sent James Buchanan Esquire as his Ambassador plinepotentiary duly invested with full powers to the Honourable Willam Jacob Vande Graff Esquire Co-ellor Extraordinary of the Supreme Council of Batavia and Governor of Ceylon to treat with him and that in consequence thereof the said Buchanan and William Jacob Vande Graff Esquire have agreed on the following articles:—

ARTICLE 1.

The pearl and chank fisheries of Tutacurin shall be equally divided between the high contracting parties, the chank fishery shall as usual be let to the highest bidder and the net produce equally divided, His Highness the Nabob having the option in the pearl fishery whether he shall send an equal number of donies to fish that the Honourable Company send or agree to farm out the fishery and receive one half of the net amount in money.

ARTICLE 2.

The contracting parties shall cause the above banks to be visited as usual and when they are judged rich enough for a fishery notice thereof in writing shall be sent to His Highness the Nabob by the Chief at Tutacurin who shall send a copy of the same to His Highness's agent or Land-re in the Tinnevely Country and at the end of five weeks from the date of such notice if His Highness or agent does not signify his option as above to the Chief at Tutacurin it shall be considered by the Company that he consents to farm out the fishery, public notice of which shall be given as usual.

ARTICLE 3.

If His Highness agrees to farm out the fishery there shall be ceded to the former as much land as he shall think proper for that fishing season, he shall do with it as he pleases and shall manage the fishery without being subject to any interference from the Company.

ARTICLE 4.

The colours or flags which the high contracting parties have usually caused to be used during the fishery the bazaar of provisions and every thing of this kind shall remain on the same footing.

ARTICLE 5.

In consideration that His Highness the Nabob shall permit and encourage his subjects to come to the pearl fishery on the banks of Mannar and Aripis, His Highness, as Prince of Madura and Lord of the Marawar country, shall have as his share one fourth part of the clear product of this fishery.

ARTICLE 6.

His Highness the Nabob shall have the option that instead of the above one fourth part of the produce of the Mannar fishery he shall send one fifth of the number of donies which the Honourable Company send, that is, thirty-six donies, with five stones or divers in each when the Company holds a full fishery of one hundred and eighty donies with 900 divers the like proportion when the visitation of the banks may require an augmentation or diminution of the whole number of donies, so that for every five donies the Company may send, His Highness shall send one.

ARTICLE 7.

If His Highness the Nabob chooses to send donies as above to the Mannar fishery, the person charged with the direction of the same shall as a mark of honor and distinction to His Highness display His Highness's flag or colours near the house he occupies during the fishery and moreover have a Guard of His Highness's Sepoys to consist of a company of fifty men and no more commanded by an officer in other respects to be subject to the laws and regulations of the Government of Ceylon.

ARTICLE 8.

After the visitation of the Mannar banks if they are found rich enough for a fishery notice thereof shall be given to His Highness the Nabob in like manner as described in article the 2nd of this treaty and at the end of five weeks from the date of such notice if His Highness does not signify his option as above, he shall be considered as accepting his one fourth part of the produce of the farm of this fishery.

ARTICLE 9.

If His Highness the Nabob shall send to the Mannar fishery his proportion of donies as above in consequence of the aforesaid notice the person having the direction of the same shall fish on these banks whenever he may think proper without any restriction or hindrance whatsoever.

ARTICLE 10.

The Company shall continue to exercise uninterrupted the full and peaceable enjoyment of trade and privileges in His Highness's Country of Madura and Marawar in like manner as they have done for many years past and be at liberty to extend the same as they think proper. The intention however of this article is not to hinder the inhabitants of the Country of Madura and Marawar to trade in fine cloths or such other manufactures as have not been carried on by the Company.

ARTICLE 11.

It is agreed by the high contracting parties that the spirit and real intention of the above treaty shall be supported by each on the most honorable and liberal construction of the same and that if any dispute shall arise in the pursuits either of the Company's trade or the fisheries, the contracting parties hereby pledge their good faith to each other that the most direct and speedy means of redress and justice shall be granted without delay.

ARTICLE 12.

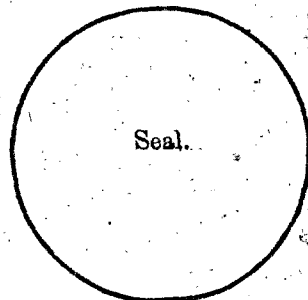
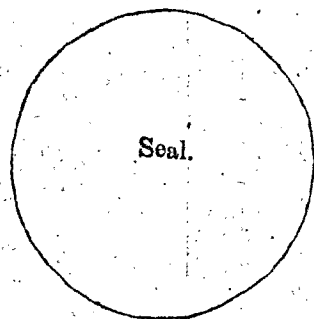
It is finally agreed that when His Highness the Nabob shall signify his assent to the above treaty and that they are approved of by the Government-General of Batavia they shall be exchanged as soon thereafter as possible by the high contracting parties, until which time they shall be considered in full force and virtue by all parties.

In confirmation of which we under-written have with our signatures in their names and i virtue of our full power signed the present treaty and caused our Seals to be put thereto.

Done at Colombo this Seventh of July in the year One thousand seven hundred and eight eight.

(Signed) I. G. VANDE GRAAF.

(Signed) JAMES BUCHANAN.



Extract of a letter to the Board of Assumed Revenue, dated 29th October 1790.

In consequence of the application made in your letter of the 16th instant, I am directed i Government to send you the accompanying copy of the existing treaty between the Nabob and th Dutch East India Company respecting the chank and pearl fisheries together with an extract of letter from His Highness.

To

JOHN CHAMIER Esq.,

Military Secretary.

SIR,

I am directed by the President and Members of the Board of Assumed Revenue to requ you will inform them whether the Nabob ever communicated to Government the treaty which M Buchanan concluded with Mr. DeGraaf in July 1788.

I have the honor to be,

Sir,

Your obedient servant,

(Signed) I. WEBBE
Secre

Fort St. George,
3rd November 1790.

Extract of a letter from the Board of Assumed Revenue, dated 12th November 1790.

As Mr. Torin in a letter of the 7th October requested to be furnished with our orders res the pearl and chank fisheries and with a copy of the treaty between the Nabob and the Du desired to be informed whether His Highness had informed Government of his having conclu said treaty which we find took place upwards of a year subsequent to the treaty conclu Archibald Campbell with the Nabob who by the article bound himself "not to enter into any regulations or controversies with any state or power without the consent or approbatio President and Council of Fort St. George". Mr. Secretary Chamier has informed us in an no communication was received from the Nabob on the subject. We therefore request yo pleased to instruct us in what light we are to look upon the treaty in question, whether consider it as binding on the Company or to adopt the determination of His Highness as in his letter of the 28th October where he informs the Governor that the Dutch having respects regarding the pearl fisheries violated the ancient customs, he had refused to give the continuance of their trade in the Tinnevelly &c., provinces.

Extract of a letter to the Board of Assumed Revenue, dated 16th November 1790.

With respect to the treaty between the Nabob and the Dutch for the pearl and chank fisheries Government desire you will arrange the matter in the best manner possible agreeably to existing engagements.

TO HIS HIGHNESS THE NABOB OF THE CARNATIC &c.

May it please your Highness—

With your Highness's letter of the 28th of October last you were pleased to send me a copy of the treaty executed by Mr. Buchanan on the part of your Highness with the Governor of Ceylon in the 10th article of which I observe that your Highness has stipulated that "the Dutch Company shall continue to exercise uninterrupted the full and peaceable enjoyment of all their trade and privileges in your Highness's Country of Madura and Marawar in like manner and on the same terms as they have done for many years past and be at liberty to extend the same if they think proper." I conclude that your Highness was not aware at the time this treaty was formed that you had previously engaged in the treaty made with Sir Archibald Campbell that "you would not enter into any political negotiations or controversies with any state or power without the consent or approbation of the President in Council of Fort St. George." In this point of view therefore your Highness's treaty cannot be considered as binding upon the Company's Government more especially as I see ground to apprehend that in negotiating it your Highness did not sufficiently reflect upon your own just rights as Nabob of the Carnatic. There also appears to be very good reason to believe that the privileges which have been exercised for a long period by the Dutch both with regard to the fisheries and to the monopoly of the trade in the Tinnevelly province are unjustifiable usurpations extremely detrimental to the welfare and happiness of your Highness subjects in that quarter.

Having thus explained my opinion of the treaty I have only to add that it is my intention to apply to the Government of Colombo for copies of the titles on which their rights to the pearl and chank fisheries and their claims to certain exemptions and privileges of trade are founded in order that I may be enabled to form a proper judgment on the subject and determine the affair in a just manner to all parties.

I have the honor to be,

(Signed) W. MEDOWS.

Fort St. George,
29th January 1791.

To

THE HONORABLE I. W. VANDE GRAAF Esq.,

COUNCILLOR EXTRAORDINARY OF THE SUPREME COUNCIL AT BATAVIA

AND GOVERNOR OF CEYLON &c.,
at Colombo.

HONORABLE SIR,

We have the honor to inform you that His Highness the Nabob of the Carnatic has reported to us that some differences have arisen between him and the representatives of the Honorable Dutch East India Company expecting their proportion of the pearl and chank fisheries and as we are very desirous of interposing our good offices in compromising these differences in an equitable manner for both parties, we beg leave to request you will be pleased to transmit to us copies of the titles on which your rights to the pearl and chank fisheries and your claims to certain exemptions and privileges of trade in the Tinnevelly Country are founded in order that we may be enabled to form a just judgment on the question in dispute.

We have the honor to be with great esteem,

Honorable Sir,

Your most obedient humble servants,

(Signed) W. MEDOWS,

" C. OAKELEY.

" JOHN HUDLESTON.

Fort St. George,
29th January 1791.

*From the Nabob Wallaja to Sir C. Oakeley Bt. dated 11th Jemaudessany 1205. Hegery
15th February 1791—Received 16th February 1791.*

Major General Medows addressed me a letter under date the 29th January 1791 on the subject of the treaty which Mr. James Buchanan concluded on my part with the Governor of Colombo the contents of which I understand—My friend, I frequently employed one of my own servants of the turband weavers to manage the business of the pearl and chank fisheries at Manuar and other places and the better to carry it into effect I sent orders to Doctor Dott a servant of mine in the Tinnevelly province to negotiate with the Dutch.

In the year 1788 Governor Sir Archibald Campbell strongly recommended me to appoint Mr. Buchanan as my ambassador for the purpose of concluding a treaty with the Governor of Colombo—copies of two cards from my late son Amurul Omat to Governor Campbell on this subject and of the Governors answers copies of the commission and instructions given to Mr. Buchanan which I send to the Governor who in the same note signified his approbation thereof and recommended that by the same commission Mr. Buchanan might be also appointed my commercial agent in the Tinnevelly province together with copy of a letter which the said Governor addressed the Governor of Colombo on this subject and of the answer he received from thence are all sent (eight in number) for your perusal—from which you will clearly see that Sir Archibald Campbell was the cause of my deputation. Mr. Buchanan to conclude a treaty in my name with the Dutch but owing to some objections I have not affixed my Seal to the treaty though it has been ratified by the Governor-General of Batavia and it still remains in the same suspense at Colombo.

What can I say more.

(A true translation.)

(Signed) JOSEPH GANUD,
Persian Translator.

His Highness the Nabob Ameer-ul-Omrah Bahauder presents his compliments to Sir Archibald Campbell and returns the draft of the letter from him to the Governor of Colombo which he entirely approves and requests Sir Archibald Campbell will be so good to order it to be written fair. His Highness encloses draft of the commission proposed to be given to Mr. Buchanan if Sir Archibald thinks it wants any correction he will be pleased to make it and to send it back that it may be made out accordingly.

His Highness has caused the Nabob's letter to the Governor of Colombo to be copied fair as altered by Sir Archibald Campbell and he hopes Mr. Buchanan will now be able to proceed without delay.

Triplicane house,
25th January 1788.

HIS HIGHNESS THE NABOB,
OF THE CARNATIC.

TO JAMES BUCHANAN Esq.,

SIR,

Having thought proper to appoint you our ambassador at the port of Colombo for the purpose of adjusting and settling with the Netherlandish East India Company's Government at said port the business of the pearl fisheries of Tutacurin and Mannar and of the chank fishery of Tutacurin, we now give you our instructions for your guidance.

On your arrival at Colombo you will represent to the Dutch Government there that as the season for the fishery of pearls is already so far advanced it will be absolutely necessary that they be conducted in the same manner this year as they were last as agreed upon by the Governor of Colombo and Mr. James Dott.

All the pearls that are received by you as the Circar's share of the fisheries you are to keep and to forward them to the presence when directed.

Should the divers and boatman receive any large pearls during the period of the fishery you are to purchase them on account of the Circar.

After you have fully communicated with the Government of Colombo on the different subjects of the pearl fishery of Tutacurin and Mannar and of the chank fishery of Tutacurin you are to transmit the whole to the presence and to wait our ultimate orders for the concluding such a treaty with the Netherlandish East India Company as will secure to our Circar the advantages it ought in justice to derive from the said fisheries and you are not even to enter into any preliminary treaty till the Dutch shall have clearly stated their demands and that they have been laid before us for our approbation or disapprobation.

We have also thought proper to appoint you our commercial agent at Tinnevelly in the room of Mr. James Dott and we have directed our representative in said province Eatabar Cawn to communicate with you on the subject of the Circars affairs and informed him that he will derive every aid from you in your power for their good direction in the same manner as was done by the said Mr. Dott and we have no doubt of your zealously exerting yourself when the interests of your Circar are concerned and of proving that the trust we have reposed in you has been properly placed.

What can I say more.

Chepauk House,

15th Rubbessany 1202, Hegery. or 25th January 1788.

His Highness the Nabob Wallaja Ameer ul-Hind-Umdit-ul-Mulk ausufud Dowlah Anwaried-deen Cawn Bahauder Zuffar Jung Sepah Saular Sovereign of the Carnatick.

&c. &c. &c. &c.

TO JAMES BUCHANAN Esq.,

GREETING,

Reposing especial trust in your honor, integrity and ability, we do hereby constitute and appoint you to be our ambassador at the Port of Colombo for the purpose of adjusting and settling with the Netherlandish East India Company's Government at said port the business of the pearl fisheries of Tutacurin and Mannar and of the chank fishery of Tutacurin and we give you full power by these presents in our name and on our behalf to negotiate the business of these fisheries with the said Government.

What can I say more.

Given at Chepauk House.

the 15th of the Moon Rubbessany 1202, Hegery

Answering to the 25th of January in the year of Christ 1788.

Sir Archibald Campbell presents his compliments to His Highness the Nabob Ameer-ul-Omrah Bahauder and has the honor to enclose the draft of Mr. Buchanan's commission which appears to be perfectly right but he thinks it would give additional weight to Mr. Buchanan situation not only regarding the present negotiation but in all future transactions with the Dutch if the following sentence is added to the commission and which Sir Archibald Campbell recommended to His Highness consideration.

And we hereby also constitute and appoint you our commercial agent in the Tinnevelly Country to transact our business there agreeable to such orders and instructions as you may from time to time receive from us.

Sir Archibald Campbell will direct his letter to the Governor of Colombo to be immediately written fair and Mr. Buchanan he understands is in readiness to proceed to the Southward,

Gardens, Friday Evening,

25th January 1788.

Sir Archibald Campbell presents his compliments to His Highness the Nabob Ameer-ul-Omrah Bahauder; he has perused the instructions of His Highness the Nabob of the Carnatic to Mr. Buchanan which he thinks are very proper and is happy to find the business is so far advanced as to enable Mr. Buchanan to take leave of His Highness to-morrow morning.

Gardens, Sunday Evening,
3rd. February 1788.

TO

HIS EXCELLENCY MR. VANDE GRAAF Esq.,
GOVERNOR OF COLOMBO.

It gives me great pleasure to find that His Highness the Nabob Wallaja Bahauder of the Carnatic is inclined to meet my wishes as well as the recommendation of Sir John Macpherson to enter on terms of a permanent treaty with your Excellency respecting the pearl fisheries at Mannar and Tutacorin and also the chank fishery.

As the fishing season is now drawing very near and may be lost by the delay of waiting until such treaty is finally settled, I would recommend for the mutual advantage of His Highness and the Honorable Dutch East India Company that the pearl fisheries be carried on for this season in the same manner as was done last year in consequence of my application to your Excellency and that as soon thereafter as possible such permanent treaty shall be concluded on just and liberal principles mutually beneficial to the parties.

I am willing to flatter myself that all this business will be materially forwarded by the appointment of Mr. Buchanan to negotiate an amiable arrangement with you of all matters depending between the Dutch Company and His Highness the Nabob.

Mr. Buchanan is my particular friend in whose honor and good disposition your Excellency may place the greatest reliance and I reckon myself very fortunate in having this opportunity to recommend a gentleman of his character to His Highness the Nabob. I have equal satisfaction in soliciting your favourable attention toward Mr. Buchanan and permit me to assure your Excellency that you will find him deserving of the utmost confidence in all his transactions.

His Highness the Nabob Ameer-ul-Omrah Bahauder presents his compliments to Sir Archibald Campbell and encloses a draft of the proposed instructions for Mr. Buchanan for Sir Archibald Campbell's perusal. If Sir Archibald wishes any amendments should be made he would be so obliging as point them out or if any additions are necessary they should be inserted.

3rd. February 1788.

Extract of a letter from the Governor W. I. VANDE GRAAF,

To Major General Sir Archibald Campbell dated 12th April 1788.

Mr. Buchanan a gentleman of ability has communicated to me the information which your Excellency was pleased to give him the subject of which we shall enter upon in a few days and I have no doubt of its success; at the same time I must express to your Excellency that some matters are still deranged but which I hope will soon be put in a proper train of settlement and I beg leave to return your Excellency my sincere thanks for the trouble you have taken on the occasion.

TO

HIS EXCELLENCY THE HONORABLE WILLIAM MEDOWS Esq.,
MAJOR GENERAL GOVERNOR AND PRESIDENT AND THE GENTLEMEN OF THE COUNCIL,
AT FORT ST. GEORGE

HONORABLE SIR AND SIR.

The first subscriber communicated to us in Council the letter with which you were pleased to favour him of the 29th January last. We cannot conceive what those differences are that His Highness the Nabob has reported to you have arisen between his said Highness and the Honorable Dutch East India Company respecting the proportion in the Pearl and Chank fishery. By a treaty concluded the 7th July 1788 here at Colombo with His Highness Nabob's ambassador Mr. James Buchanan being duly invested by his Highness with full powers it is determined by the 1st article of the said treaty that the abovementioned pearl and chank fishery shall be divided equally between the high

contracting parties. By the 10th article of the same treaty it is agreed that the aforementioned Dutch East India Company shall continue to exercise uninterrupted the full and peaceable enjoyments of all their trade and privileges in His Highness country of Madura and Marawar in like manner and on the same terms as they have done for many years in which articles is particularly comprehended the exclusive right of the Dutch East India Company to the cloth trade in His Highness aforementioned country of Madura and Marawar; we are nevertheless much obliged to you for the kind offer of your services and we should have accepted of them being fully assured of your obliging intention towards us had any differences really existed regarding the aforementioned affair.

We have the honor to be with the utmost esteem,

Honorable Sir and Sirs,

Your most obedient and most humble Servants,

(Signed) { W. I. VANDE GRAAF.
M. P. RAKET.
D. C. V. DRIBERG.
C. VAN ANGELBEEK.
B. L. VAN TRITTER.
A. SAMLANT.
I. A. VOLLENHOVEN.

Colombo,
the 8th March 1791.

TO

THE HONORABLE W. I. VANDE GRAAF Esq.,
GOVERNOR &c. &c. &c.,
AND TO THE GENTLEMEN OF COUNCIL AT
COLOMBO.

Honorable Sir and Gentlemen,

We have had the honor to receive your letter of the 8th ultimo and beg leave to inform you that our address to Governor Vande Graaf of the 29th January was in consequence of a letter which we had received from His Highness the Nabob in which he asserts that he had refused to give orders for the continuance of the Dutch trade in the Tinnevely &c. provinces in consequence of their having violated the ancient customs—we were led to suppose from this paragraph that some differences actually existed between your Government and His Highness, and have arose our anxiety to interpose our good offices; if the conditions of the treaty be at a stand on the part of His Highness we should imagine that the obligation which binds you to the fulfilment of it is also at a stand and that the stipulations on either side are no longer in force; we request to know whether this observation is conformable to your opinion of the subject, if it be not and that you consider the treaty in full force which it is clear, His Highness does not we see not how the matter can be accommodated but by our interposition and you may be assured that a division upon it shall be equitable and just if you think proper to refer it to us and in that case it will be necessary to furnish us with copies of the titles in which your right to the pearl and chank fisheries and your claims to certain exemptions and privileges of trade in the Tinnevely country are provided.

We have the honor to be with great esteem,

Honorable Sir and Gentlemen,

Your most obedient humble Servant,

Fort St. George,
6th April 1791.

(Signed.) CHAMBERS OAKELEY,
&c. COUNCIL.

TO

THE HONORABLE SIR CHARLES OAKELEY BART,
GOVERNOR AND PRESIDENT & THE GENTLEMEN OF THE COUNCIL,
AT FORT ST. GEORGE.

Honorable Sir and Gentlemen,

We have had the honor to receive the letter with which you favoured us of the 6th ultimo. It has nowhere occurred to us that His Highness the Nabob of the Carnatic has undertaken any thing against our trade and privileges on the coasts of Madura and Marawar, and the Company on her part maintains the treaty mentioned in our former letter, we therefore cannot conceive what orders those

are that His Highness has refused to give in conformity to the said treaty therefore on both part there are no reasons Gentlemen why that this treaty should not be held in full force and value.

We have the honor to be with highest esteem,
Honorable Sir and Gentlemen,
Your most obedient Servants,

(Signed.) W. I. VANDE GRAAF.
M. P. RAKET.
C. V. DRIBERG.
B. L. VAN TRITTER.
A. SAMLANT.
A. VOLLENHOVEN.

Colombo,
The 18th of May 1791.

To

HIS HIGHNESS THE NABOB OF THE CARNATIC,

&c. &c. &c. &c. &c.

May it please your Highness.

Your Highness having stated in your letter of the 28th October last that some differences had arisen between you and the representatives of the Dutch East India Company respecting their proportion of the pearl and chank fisheries a letter was addressed to them by this Government requesting they would transmit copies of the titles on which their right to the pearl and chank fisheries and their claims to certain exemptions and privileges of trade were provided in order that the differences said to exist might be adjusted; they have advised me in reply that they are perfectly unacquainted with the circumstance mentioned by your Highness that no differences have existed and that the treaty has been invariably adhered to by both parties for your particular information. I beg leave to enclose copies of the letters which have been received from Colombo on the subject.

I have the honor to be,

&c. &c. &c.

FORT ST. GEORGE,
9th June 1791.

(Signed.)

CHARLES OAKELEY,

Translation of a letter from the Nabob Wallajah to Sir Charles Oakeley Bart, Governor of Madras, dated 17th Mohurram 1207 Hegory—5th September 1792.

Received 8th September 1792.

Some differences had subsisted between me and the Dutch regarding the pearl fishery and the paper which the Dutch gave not being conformable to custom it remained in suspense and I have accordingly informed my friends of the same.

I have now sent the said paper with Mahomed Aslam Cawn and Mr. Buchanan to conduct the business of the pearl fishery, and I send a copy enclosed herein for your information.

What can I say more.

(a true translation.)

(Signed.)

DAVID HALIBURTON,

Persian Translator.

N. B.—The copy of the treaty accompanying the above letter is from an English translation made by His Highness servants and no Persian copy came with it.

COPY.

Treaty between His Highness the Nabob Wallaja Ameer-ul Hind, Umditul Mulk, Ausiffud Dowlah Anwarud Deen Cawn Bahander Zuffar Jung Sepah Saular Sovereign of the Carnatic &c,

And the Noble Netherlandish Company

Be it known to all whom it may or doth concern that His said Highness the Nabob of the Carnatic and the Noble Netherlandish Company being desirous that on the coast of Madura every thing may remain on an amicable and mutually advantageous footing and agreeable to ancient customs formerly established in as far as they are not altered by this treaty.

His Highness the Nabob has sent James Buchanan Esquire as his ambassador plenipotentiary duly invested with full powers to the Honorable William Jacob Vande Graaff Esq. Councillor Extraordinary of the Supreme Council of Batavia and Governor of Ceylon to treat with him and that in consequence thereof the said James Buchanan and William Jacob Vande Graaff Esquires have agreed on the following articles.

ARTICLE 1.

The pearl and chank fisheries of Tutacorin shall be equally divided between the high contracting parties; the chank fishery shall as usual be let to the highest bidder and the net produce equally divided, His Highness the Nabob having the option in the pearl fishery whether he shall send an equal number of tonies to fish that the Honorable Company send or agree to farm out the fishery and receive one half of the net amount in money.

ARTICLE 2.

The contracting parties shall cause the above banks to be visited as usual and when they are judged rich enough for a fishery notice thereof in writing shall be sent to His Highness the Nabob by the Chief at Tutacorin, who shall send a copy of the same to His Highness's agent, or Land-regent in the Tinnevely country and at the end of five weeks from the date of such notice, if His Highness or agent does not signify his option as above to the Chief at Tutacorin, it shall be considered by the Company that he consents to farm out the fishery, public notice of which shall be given as usual.

ARTICLE 3.

If His Highness agrees to farm out the fishery there shall be ceded to the farmer all rights what-so-ever over the banks he shall have so farmed for that fishing season; he shall do with the pearls and oysters what he pleases and shall manage the fishery without being subject to any interference whatever.

ARTICLE 4.

The colours or flags which the high contracting parties have usually caused to be displayed during the fishery, the bazaar of provisions and every thing of this kind shall remain on the former footing.

ARTICLE 5.

In consideration that His Highness the Nabob shall permit and encourage his subjects to come to the pearl fishery on banks of Manar and Arips; His Highness as Prince of Madura and Lord of the Marwar Country shall have as his share one-fourth part of the clear product of this fishery.

ARTICLE 6.

His Highness the Nabob shall have the option that instead of the above one-fourth part of the produce of the Manar fishery he shall send one-fifth of the number of tonies which the Honorable Company send that is thirty six tonies, with five stones or divers in each when the Company holds a full fishery of one hundred and eighty tonies with 900 divers the like proportion when the visitation of the banks may require an augmentation or diminution of the whole number of tonies, so that for every five tonies the Company may send, His Highness shall send one.

ARTICLE 7.

If His Highness the Nabob chooses to send tonies, as above to the Manar fishery the person charged with the direction of the same shall as a mark of honor and distinction to His Highness display His Highness's flag or colours near the house he occupies during the fishery and moreover have a guard of His Highness's sepoys to consist of a company of 50 men and no more commanded by an officer in other respects to be subject to the Laws and Regulations of the Government of Ceylon.

ARTICLE 8.

After the visitation of the Manar banks if they are found rich enough for a fishery notice thereof shall be given to His Highness the Nabob in like manner as described in article the 2nd of this treaty and at the end of five weeks from the date of such notice if His Highness does not signify his option as above, he shall be considered as accepting his one-fourth part of the produce of the farm of this fishery.

ARTICLE 9.

If His Highness the Nabob shall send to the Manar fishery his proportion of tonies as above in consequence of the aforesaid notice the person having the direction of the same shall fish on those banks wherever he may think proper without any restriction or hindrance whatsoever.

ARTICLE 10.

The Company shall continue to exercise uninterrupted the full and peaceable enjoyment of all their trade and privileges in His Highness's country of Madura and Marrawar in like manner and on the same terms as they have done for many years past and be at liberty to extend the same if they think proper, the intention however of this article is not to hinder the inhabitants of the countries of Madura and Marrawar to trade in fine cloths or such other manufactures as have not been solely carried on by the Company.

ARTICLE 11.

It is agreed by the high contracting parties that the spirit and real intention of the above articles of treaty shall be supported by each on the most honorable and liberal construction of the terms and that if any dispute shall arise in the pursuit (*Sic.*) either of the Company's trade or the fisheries the contracting parties hereby pledge their good faith to each other that the most direct and effectual means of redress and justice shall be granted without delay.

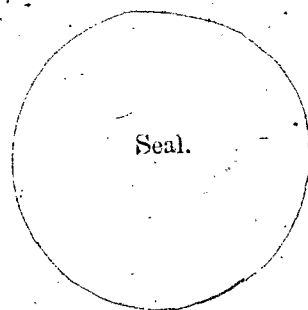
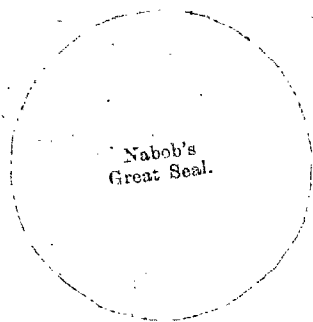
ARTICLE 12.

It is finally agreed that when His Highness the Nabob shall signify his assent to the above articles of treaty and that they are approved of by the Government General of Batavia they shall be ratified and exchanged as soon there-after as possible by the high contracting parties, until which event they shall be considered in full force and virtue by all parties.

In confirmation of which we underwritten have with our signatures in their names and in virtue of our full power signed the present treaty and caused our seals to be put thereto.

Done at Columbo this 7th July 1788.

(Signed) W. J. VANDE GRAAFF.
JAMES BUCHANAN.



With the Nabob Wallajah, Ameerul Hind Omdatul Mulk Aufufud Dowlah Anwaruddeen Cawn Bahader Zuffer Jung Sepah Saular Sovereign of the Carnatic. Payenghae and Ballaghaut do hereby ratify and confirm under our seal and signature all and every part of the annexed treaty consisting of 12 articles.

Given at Chepauk this 9th of Shaubawn 1206 Higery, answering to the 2nd of April 1792.

Extract of a letter to the Nabob dated 15th September 1792.

Your Highness must doubtless recollect the objections that were urged by this Government in the beginning of last year to the same treaty which you have now ratified by your Seal and Signature; the letter to your Highness dated the 29th January 1791 pointed out the impolicy of an engagement which yielded up your own rights as Nabob of the Carnatic and operated to the disadvantage of your subject in the Tinnevely province by jointing (*Sic.*) to the Dutch an injurious monopoly of its trade; these objections I hoped would have induced your Highness while it was yet in your power to withdraw from the prosecution of a measure which was originally taken up without any regular surchin (*Sic.*) from the Government and which when communicated received sufficient marks of its disapprobation, but your Highness without attending to the advice so expressly given has thought it expedient to ratify this treaty in the exact form in which it was first drawn and near six months after so solemn a confirmation to mention it to me triefly (*Sic.*) as an ordinary occurrence of your Government.

To

THE RIGHT HONORABLE EARL CORNWALLIS,

GOVERNOR GENERAL IN COUNCIL,

at Fort William.

y Lord,

We have the honor to transmit to your Lordship copy of a letter received from His Highness the Nabob enclosing the translation of a treaty between him and Dutch; we also transmit copy of our answer and of several other papers on this subject.

2. After the correspondence that passed the beginning of last year relative to the treaty which had then been formed but not ratified by the Nabob, we entertained just hopes that no further measures would have been taken to conclude it but His Highness not regarding the opinions which had been pointedly given thought it expedient in the month of April last to affix his Seal and Signature to the treaty and now for the first time announces the act to this Government.

3. We shall not trespass on your Lordships by making any observations upon a proceeding which has already engaged your attention but as it appears to us not only hurtful to the Nabob's particular rights but contrary to the tenor of his stipulations with the Company we have deemed it incumbent on us to bring the subject before you.

We have the honor to be &c.,

Fort St. George.

(Signed) CHARLES OAKELY.

26th September 1792.

Translation of a letter from the Nabob Wallajah to Sir Charles Oakely Bart, Governor of Madura,
Dated 9th Saphur 1207 Higery.
26th September 1792.

Received 28th September 1792.

I have received your letter of the 27th Moharam 1207 Higery answering to the 15th September 1792 and I understand what you wrote on the subject of the Dutch Treaty relative to the Pearl Fishery.

My friend—Sir Archibald Campbell, who was the King and Company's trusty servant, the General of their and my Forces and Governor of this place with full powers, sent Mr. Buchanan on my part, to the Governor of Columbo for the purpose of settling the business of the Pearl Fishery and a treaty was accordingly entered into through him with the Dutch, and received by me—It remained a considerable time in suspense, as I mentioned in my letter to you of the 11th Jamaadeemy 1205 answering to the 15th February 1790.

As I sustain loss from the business of the Pearl Fishery of Manar and Tutacorin being stopped out my seal and signature to the treaty. It has not yet been delivered to the Dutch, but is deposited in the hands of my people; now my friend has made great objections in this business, I therefore request you by way of friendship in what manner is my right in the Pearl Fisheries of Manar and Tutacorin to be exercised and request you will be pleased to give me proper advice thereon—I am a sincere friend of the Company and the English nation.

What can I say more..

A true translation.

(Signed) DAVID HALEBURTON,

Persian Translator.

Extract of a letter to His Highness the Nabob of the Carnatic, dated 30th September 1792.

I beg leave to inform your Highness that I can have no possible objection to your entering into any agreement with the Dutch which may have for its object the establishment of your Highness's rights and privileges in the Pearl and Cank fisheries of Tutacorin and if the treaty had not embraced other points, I should not have troubled your Highness with any representation on the subject. My objections arose to the formation of a treaty comprising objects no way connected with their fisheries involving considerations of a political and commercial nature which in my judgment interfered with your engagements to the Company and materially injured the trade of your subjects in the Tinnevely province.

As it is still in your Highness's power to recall the treaty, I earnestly recommended that you should, and that the agreement to be substituted in its stead, be confined entirely to the fisheries.

Extract of a letter from His Highness the Nabob, dated 3rd October 1792.

You inform me that you can see no objection to my entering into a treaty with the Dutch which may have for its object the establishment of my rights in the Pearl and Chank fisheries of Tutacurin and if the treaty had not embraced other points, you would not have said any thing on the subject; you now insist that instead of that treaty, I should enter into another agreement with the Dutch, to be solely confined to the fisheries. This I understand my friend I have heretofore furnished you with copy of the treaty and as you are my friend you will be pleased to draw your pen over the article that you wish should be set aside and inform me thereof, that with the blessing of God, I may act accordingly.

Extract of a letter to His Highness the Nabob, dated 7th October 1792.

It has occurred to me that there is no necessity for Your Highness to enter into a formal treaty with the Government of Columbo in order to establish your rights in the Pearl and Chank fisheries of Tutacurin. It will be sufficient, in my opinion, if your Highness give directions to your servants at Tinnevely to explain these rights to the Chief of Tutacurin who will find it his interest to be observant of them, since he must know that any complaint preferred to Your Highness of infringement would necessarily obstruct the fisheries and that any deviation from ancient usage must be immediately detected and redress obtained.

I beg leave, therefore, to recommend to Your Highness to recall the treaty and to send instructions to your servants as abovementioned.

TO

THE HONORABLE SIR CHARLES OAKELEY BART,
GOVERNOR IN COUNCIL,
FORT ST. GEORGE.

HONORABLE SIR,

We have received your letter dated the 16th ultimo with its enclosures and we must confess that it gave us great concern to learn from it that the Nabob has ratified the treaty with the Dutch with so little attention either to his own interest or to his engagements with the Company.

We highly approve of the terms in which your President has expressed his disapprobation of his Highness's conduct in that instance but, as it appears by the correspondence between the late Sir Archibald Campbell and Ameer-ul Omrah, that Sir Archibald had not only sanctioned the negotiation in 1788, but had even been so unguarded as to recommend an European Gentleman, not in the Company's service, to be the Nabob's Ambassador upon so delicate a Mission, and also, that the 10th article of the treaty, which is particularly exceptionable, refers to some old privileges, which the Dutch are supposed to have enjoyed in the Countries mentioned in it, we think that it will be most advisable, at present, to take no further notice of the transaction.

We have the honor to be,
Honorable Sir,
Your most obedient humble servants,
(Signed) CORNWALLIS.
" PETER SPEKE.
" WILLIAM COWPER.

Fort William
the 13th October 1792.

Translation of a letter from His Highness the Nabob WALLAHJAH BAHAUDER to SIR CHARLES OAKELEY BART, Governor of Madras, dated 7th January 1794.

Agreeable to your desire intimated in your letter of the 27th Mohurram or 15th September 1792, I have ordered the execution of the treaty between me and the Dutch on the subject of the Manar Pearl fishery to be suspended. I have lately received repeated accounts that the Governor of Columbo intends to carry on the Manar Pearl fishery in whatever manner he thinks proper, my friend; this is contrary to the usual customs, and the Dutch never assumed power to proceed in this business without the permission and participation of the Soubahdars of the Carnatic. I request, therefore, that my friend will be pleased to write immediately to the aforesaid Governor that he should now carry on the Manar Pearl fishery as was done formerly in conjunction with the Circar's people, without waiting for any new treaty and that if the above proposition is not agreeable to his wishes and that he should still be desirous to form one. The fishery should in that case be discontinued until the business is settled, in case the Governor of Columbo should not desist from prosecuting the fishery, I shall entirely prohibit the Dutch from carrying on trade in my dominions. I send herewith a proposed draft of a letter to the Governor of Columbo which you will be pleased to peruse and if any amendations are necessary to point them out and return it to me.

What can I say more?

(A true translation.)

(Signed) DAVID HALEBURTON,
Persian Translator.

Translation of a letter from His Highness the Nabob, WALLAHJAH BAHAUDER to the Governor of Columbo.

Both your letters of the 5th March and 21st August 1793 wherein you mention that you waited for the treaty with me relative to the carrying on the Manar Pearl fishery, I have received and understand the contents.

The old and accustomed mode of carrying on these fisheries, do not require any new treaty. It will be agreeable to the ancient friendship subsisting betwixt us that the Manar Pearl fishery should be carried on as formerly without waiting for a new treaty in conjunction with the Circar's people, whom Mahomed Eitabar Cawn Bahauder will send by my orders for that purpose and you are by no means to undertake this business without the participation of the Circar's people.

To

HIS HIGHNESS THE NABOB OF THE CARNATIC,
&c. &c. &c.

May it please Your Highness.

In reply to Your Highness's letter of the 7th Instant, I have the honor to inform you, that, in my opinion, the letter which Your Highness proposes to write to the Governor of Columbo on the subject of the Pearl fishery is exceedingly proper.

Fort St. George,
16th January 1794.

I have the honor to be,
&c. &c. &c.
(Signed) CHARLES OAKELEY.

Translation of a letter from His Highness the Nabob WALLAHJAH BAHAUDER to SIR CHARLES OAKELEY BART, Governor of Madras.

Dated 14th Rumzaun 1203 Higiry

or

15th April 1794.

Received 16th Do.

I herein enclose for your information copy of an arzdasht from the Governor of Columbo which I have received in reply to my letter. The Dutch have been delaying the business of the Pearl fishery at Manar for these many years past. I can no longer put up with the artifices of the Dutch and forego the exercise of my right and it is necessary that I should take measures to make them follow the old established rules.

What can I say more?
A true translation. (Signed) DAVID HALEBURTON,
Persian Translator.

Extract of a letter from the Governor of Columbo to His Highness the Nabob, dated the 12th March 1794

The person sent by your Highness, delivered us the letter, with which your Highness favoured us of the 16th of the month Jamadul Saunie of the 1208th year of the Hizery.

By a nearer opportunity, will send your Highness, the full answer to the aforesaid letter, and this is only provisionally in answer to the question you have done us, to elucidate your Highness, that the oysters on the pearl banks which lately have been visited have been found still too young to carry thereon a fishery and that very probable it will not be able to be held before the spring of 1796.

To

HIS HIGHNESS THE NABOB OF THE CARNATIC.

&c. &c. &c. &c.

May it please your Highness,
I have been honored with your Highness letter of the 15th ultimo, with copy of an arzdasht from the Governor of Columbo.

Your Highness informs me that "as the Dutch have been delaying the business of the pearl fishery at Manar for these many years past, you can no longer put up with the artifices of the Dutch and

forego the exercise of your rights, and that it is necessary you should take measures to make the follow the old established rules". If your Highness will be pleased to acquaint me what those rules are and the measures you purpose taking for their observance, I shall be able to give you my sentiments upon the subject.

Fort Saint George,
1st May 1794.

I have the honor to be &c.,
(Signed.) CHARLES OAKELEY.

Translation of a letter from His Highness the Nabob Wallajah Bahauder to Sir Charles Oakeley, Ba Governor of Madras, dated 19th Zeecand 1208 Hegery or 18th June 1794.

Received 19th June 1794.

Your letter of the 1st shawal 1208 Hegery, answering to the 1st May 1794 wherein you desired me to acquaint you what the established rules of the pearl fishery at Manar are and how they are to be observed that you may give me your sentiments on this subject.

My friend,—The letter that I wrote on the 10th Kajib 1174 Hegery, answering to 30th Octol 1770 to Mr. Peter Slewiscowen a member of the Council of Columbo who came to me to negotiate the business of the pearl fishery and another letter that I addressed on the 20th Zelihige 1199 or 24 October 1785 to the Governor of Columbo, contain a statement of the rules, relative to the pearl fisheries of Manar and Tutacarin. Copies of both letters, I have sent enclosed for your information and they will plainly shew, what the old established rules are.

By the cessation of the accustomed pearl fishery at Manar, I sustain an immense loss. You are the representative of my best friends and my supporter, be pleased to point out to me immediately some effectual measures in this business and with the blessing of God I will act accordingly.

What can I say more?

A true Translation. (Signed.) DAVID HALEBURTON,
Persian Translator

The enclosures mentioned in the above are English Translation of the papers referred to substance of a letter from His Highness the Nabob of the Carnatic to Mr. Peter Slewiscowen, Member of the Council of Columbo, dated 10th Kejeb 1174 answering to the 30th October 1770.

The right of the Circar in the pearl fishery agreeable to the ancient usage (exclusive of rights of the Pollagars &c.) is as follows viz, during the fishery the Circar has twenty boats and 6 stones the Circar takes from every diver what is fished up at any one time once every day during the fishery (viz., of a diver godown twenty times a day the Circar may take what he brought up any one of these 20 divenges) in the same manner the Circar is to take what is fished in any one of the week. Besides this, the Circar is to have two large beads in every ten; moreover an officer the Circar is to attend the fishery with troops and a bazar, to hoist their colours and remain during the fishery and receive the customs of the bazar for the Circar.

These customs were settled and established in the Government of Termaul Nairoo, the Rajah Madura, whose Dulway was Meanachee Rungiah in the month of Tye of the year Munmadda answering to January 1480 and to be continued whilst the Government of the Carnatic should last.

The above are the terms which were settled by the Rajahs of the Carnatic with the people of Columbo. Therefore this right of the Circar in the Manar fishery is incontrovertable as to Tutacarin as it belongs to the Circar, the whole pearl and chank fisheries of this place is the property of the Circar. What right then have the Dutch to a half share in the pearl fishery and to the whole of chank fishery?

Translation of a letter from His Highness the Nabob of the Carnatic to the Governor of Columbo dated 20th Zelihige 1199 or 24th October 1785.

I have at this time given orders to my representative at Tinnevely Eitabar Cawn, for entrance upon the pearl fisheries at Tutacarin and Manar agreeable to the ancient established customs have despatched Khoajah Cummal-ud-deen Cawn and Seyed Ubdillah &c., with the standard and appendages from my presence to Tutacarin.

As I have ever supported the Dutch in the conduct of their commercial affairs in my Country and as I am always desirous of promoting them agreeable to the ancient usages, I assure myself that you will direct the Chief of Tutacarin and the person belonging to you at Manar not to make any objections to observe strictly the rules and customs observed in the pearl fishery at both these places in the times of the former Rajahs. The first settlement of the Dutch and the establishment of their trade on the Sea coast of this Country was with the permission of the Government of the Carnatic. By the blessing of God the same Government still continues and it is well known to all the people of this Country that the fishery at Tutacarin belongs entirely to the Circar and that the Dutch have no concern, or claim therein, though they interfered with it upwards of 40 years ago under the name of renting it, but the time of the lease too is now expired.

In the fishery at Manar, the Circar and the Dutch have shares as follows viz.—

The Circar have 39 boats containing 188 stones of which 20 boats and 96½ stones belong to Madura and 19 boats and 91 stones belong to Ramnad &c., viz, 66½ stones for Ramnad 15 for the Puttan Muckain and 10 for the pagodas. The bazar of Tutacarin and Manar and the management of those places are in the hands of the Circar's people and the Circar's flag is displayed therein. The right hand or Dutchanawert Chanks of every ten that are found, the Circar have two.

In the time of fishery it is customary for the divers to swallow the pearls that they find in the broken shells such as may be found upon them always belong to the Circar.

The Dutch must prepare a place for the residence of the Circar's people.

The people of the Circar and those of the Dutch conjointly go in the boats to search for the pearls.

The Dutch have nothing to do with the fishery at Tutacarin but the divers pay them monthly as follows, viz., each lubbiwar 12 chuckrams and 5 Madura fanams. Each cuddawar 9 chuckrams and 5 fanams and each parwar 6 chuckrams and 5 fanams.

I trust you will act up to the established usages in which case I shall promote your commercial concerns and afford you all reasonable support in your affairs.

What can I say more?

Extract of a letter from the Board of Revenue, dated 17th October 1795.

We have the honor to submit to your Lordship, copy of a letter from Mr. Powney relating to his taking charge of the Dutch Settlement of Tutacarin and its dependencies. We approve in general of his remarks respecting the description of people called Parrawars, but previous to our recommending that the cowle given them by Mr. Powney be confirmed, we intend with your permission to call upon him to transmit a copy thereof and to explain more fully the nature of the jurisdiction which he thinks should be exercised by the headman subject to his controlling authority.

We beg leave to recommend that an early arrangement may be adopted in order that the necessary measures may be pursued by the Collector for securing the advantages of the pearl fisheries and that he may be permitted to publish an advertisement for renting the chank fishery at Tutacarin as proposed by him.

EDWARD SAUNDERS Esq.,
PRESIDENT &c., REVENUE BOARD,
FORT ST. GEORGE.

GENTLEMEN,

After having adjusted all matters which related to Tutacarin and its dependencies pursuant to the orders I received from the Right Honorable President in Council I returned here a few days ago but my time having been occupied in rendering every assistance to the detachment that has proceeded against Manar I was under the necessity of deferring to a leisure moment a report on matters relating to the Revenues of the Dutch places on this part of the coast which are now in our possession.

Tutacarin was the chief factory and its dependencies were Poonacoi Manapar and Kilkarry the last in the Ramnad country—no territory whatever is annexed to them without the walls of their respective factory houses.

Notwithstanding which it appears the Dutch possessed a power over the Parrawars or Christians, inhabitants of the following places on the coast in the Districts of Tinnevely and Ramnad, viz., Kilkarry Mukkoor Kailevatty Werandapatnam Alendale Manapar Tale Roortale and Rullapanie and they appointed persons to exercise a jurisdiction over them and although the Parrawars paid a Tribute to the Nabobs Government they were considered subjects of the Dutch and in order to prevent their being exposed to undue demands from the Circar they advanced the amount of tribute on account of the Parrawars which was collected from them by the person appointed by the Chief of Tutacurin and were reimbursed accordingly.

The Dutch from the information I collected possessed this right since the year 1658 and were very tenacious in maintaining it. The Nabobs Manager however frequently attempted to invade it and exercise a jurisdiction over them and having the power in his hands frequently succeeded, the consequence was that this numerous and very useful race of people abandoned their habitations and fled into the Travancore Country.

I am particular on this subject as the principal Parrawars came in a body to me and supplicated the protection of the British Government from the power of the Sirkar and petitioned to be allowed to remain in the same situation towards us as they were with the Dutch. I did not hesitate Gentlemen to give them cowle for the present until I received your commands and I strongly recommend that I may have your authority to confirm the cowle otherwise they will be subjected to oppression and vexations from the Circar and will no doubt emigrate as they did formerly.

The head Parrawar shewed me a cowle granted in the year 1783 by Mr. Eyllis Irvin to the Parrawars confirming to them their ancient rights and privileges and giving the head man power of exercising the same jurisdiction over them as he possessed in the time of the Dutch.

I should likewise beg leave to suggest Gentlemen that the same man should be allowed to confirm in his former station but subject to my authority in the same manner he stood towards the Dutch.

The Revenue which the Dutch derived from their possession on this part of the coast arose from the pearl and chank fisheries and other trifling sources which shall be specified hereafter. They formerly possessed the exclusive right to the above fisheries but in the year 1788 one half of the profits from them was ceded to his Highness. The Nabob by a treaty concluded at Columbo but constant disputes having occurred between Ettabar Cawn and the Chief at Tutacurin they never could come to any settlement with respect to the pearl fishery and the banks were not examined in consequence. I believe during the assumption Mr. Torin and Mr. Mekern the former Chief at Tutacurin agreed to the fishery and it was accordingly undertaken. I beg leave to recommend that his Highness the Nabob may be addressed on the subject and a proposal made to him that the banks at Tutacurin should undergo examination according to the usual mode by persons appointed on the part of His Highness and Government in the month of November next and if found in a proper state for fishing that it should take place at the proper period which I believe to be in the month of February and the respective proportions to His Highness and the Company to be disposed of in the manner each party may think proper either by selling it to the best bidder or taking the risk of the fishery.

The chank fishery at Tutacurin has been usually formed and the Dutch received from their half last year 2000 pagodas. I shall with your permission publish for proposals for entering it this year and accept those which offer the best terms.

The following is a particular statement of the Revenues of Tutacurin and its dependencies for the year.

Chank formed for	2,000
Chaya root formed for	40
Fish tax collected along the coast which was formed in August last for	149
P. N. Pagodas	2,189

It would appear that the principal advantages derived to the Dutch from their possessions were from the trade they carried on in cloth which may now revert to the Company and a great number of the Parrawars being weavers it becomes of more consequence that they receive similar protection from us that they obtained from the Dutch.

During my stay at Tutacurin I devoted my attention to inform myself of the revenues of the pearl fishery at Manar under the impression that we should be soon in possession of that place and having this instant received intelligence that Manar has surrendered to our troops I lose no time in laying before your Board the substance of what I collected respecting the pearl fishery which appears to have constituted the only value which the Dutch expected to derive from that situation at from misunderstanding and the constant disputes which existed between the Government of Columbo and His Highness the Nabob the former had not for many years attempted openly the fishing of the banks.

Mr. Ebell the late Chief of Tutacurin was removed to that station from Manar of which he had been Chief some years. He informed me he had superintended himself the examination of the pearl banks last year, had found them loaded with oysters and in a proper state to be fished for two successive years and that he had recommended to his Government they should be examined again in the month of November next for the purpose of being fished in the month of February 1796; that upon an estimate he had formed at the examination he superintended, he calculated they would produce to the amount of from 120 to 1,50,00 pagodas each year limiting the fishing of them to twenty days.

The value of this acquisition will no doubt attract the attention of Government and as the Chank divers in this district were always employed in the fishery and a number of Lubbeh merchants, residing here used formerly to engage in the speculation (with several of whom I have conversed on the subject) and who are well acquainted with the situation of the banks, they appear to me well qualified to assist any attempt that may be made towards undertaking this valuable fishery.

I understand that the proportion which His Highness the Nabob used formerly to receive was one-fifth, another fifth went to the Poligar of Ramnad and the remaining three-fifths to the Dutch. From the relative situation in which His Highness stands towards us, I should apprehend no objections or impediments can now offer or prevent Government deriving their advantages from this new acquisition.

I have the honor to be
most respectfully, Gentlemen,

Ramnad,
8th October 1795.

Your most obedient & humble servant,
(Signed.) GEORGE POWNEY,
Collector.

(A true copy.)

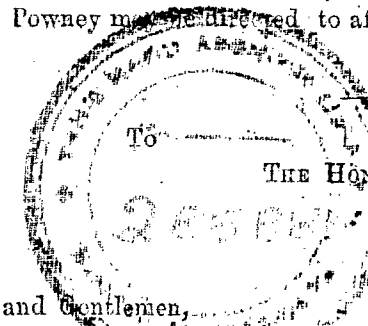
(Signed.) WILLIAM BROWN,
Secretary.

Extract of a letter to the Board of Revenue dated 31st October 1795.

9. We concur entirely in your opinion respecting the explanations which should be required from the Collector at Ramnad of the Cowle which he wishes to grant the Parrawars and of the jurisdiction with which he wishes to invest the principal man; but we desire that he may in the mean while be instructed to assure them of protection under the British Government.

10. A proposal has been made to His Highness the Nabob for examining the Oyster banks of Tutacurin; and we desire that Mr. Powney may be directed to take the usual measures for this purpose as well as for forming into the Chank fishery.

11. We have instructed Mr. John Jervis, who has been appointed to take charge of the revenue of Jaffnapatam under Mr. Robert Andrews, to have the Oyster banks of Manar examined; and we desire that Mr. Powney may be directed to afford him such information and assistance as he may be able.



Honorable Sir and Gentlemen,

We have the honor of informing you that a doney freighted with goods on account of the English Company by our Resident in the Southern Provinces has been stooped and carried into Tutacurin by an armed vessel under the orders of Mr. C. F. Ebell upon the plea of her not being furnished with the proper passport as we are not aware that any passport is necessary for the transportation of the Company's goods from any part of the Dominions of His Highness the Nabob of the Carnatic. We have communicated this circumstance for your information and request the favour of you to send orders to the Chief of Tutacurin to refrain from offering similar impediments to the trade of the English Company in the Gulf of Manar.

Fort St. George,
30th August 1794.

We have the honor to be,
With great esteem and regard,
Honorable Sir and Gentlemen,
Your most obedient and humble servant,
(Signed.) CHARLES OAKELEY,
&c., Council.

To

THE HONORABLE SIR CHARLES OAKELEY, BART,
GOVERNOR, &c., AND COUNCIL,
AT FORT ST. GEORGE

Honorab! Sir and Sirs,

We had the honor of receiving your letter of the 30th August in answer to which we leave to observe as follows:—

The Dutch Company possesses since more than hundred years, alone and with the exclusion all other European nations the right of gathering the cloths that are made on the coast of Mad and this exclusive right has always been acknowledged by the ancient Princes of Madura. The same has but lately been abundantly ratified by the treaty which Mr. Buchanan in the quality an acknowledged ambassador of His Highness the Nabob Muhammad Alikhan as Prince of Mad concluded with our Company.

In consequence thereof they exercise during all that time on the above coast and along its sh the right that every vessel which passes by, must take her passports and must submit to be visited prevent the transportation of those sorts of cloths in which they use to trade.

On account of this our right which we have preserved by an uninterrupted exercise the dor which your letter mentions has been stopt by our cruisers.

We are assured that when you established the cloth trade on the above coast it was not yo intention to infringe the above right of our company on the contrary, being now informed of it by that you will repeal the orders you have given and which are contrary to it and we hope to recei the assurance of it in your answer to this. It is in this confidence that we have given orders to Chief of Tutacorin not to exercise that right upon any vessel belonging to the English Compa during the negotiations on this subject.

We have the honour to be,
&c., &c., &c.,

(Signed.) { I. GRAN ANGELBUK.
C. VAN ANGELBUK.
I. REINSONS.
J. VOLLENHOREE.
DE. DEYAN RANZON.
A. ISSENDORP.

(A true translation.)

(Signed.) C. W. GREEKE.

To

THE HONORABLE I. G. VAN ANGELBUK, Esq.,
GOVERNOR, &c., COUNCIL,
AT COLUMBO.

Honorab! Sir and Sirs,

We have the honor to acknowledge the receipt of your letter dated the 7th of October last answer to one from us of the 30th of August regarding the detention of a doney freighted wi goods on account of the English Company by your resident in the Southern Provinces upon the pl of her not being furnished with the proper passport.

As you have been pleased to inform us that you have given orders to the Chief of Tutacorin waive the rights (which according to your opinion appears to be exclusively vested in the Dutch) stopping any English vessel loaden with cloth the produce of the Tinnevelly Country that may not furnished with a passport from your Government, while the negotiation is pending we doubt not th those orders have been carried into execution, and that the doney has been long since released.

In discussing the claim of your Government to an exclusive monopoly of the Tinnevelly trad we desire you to be assured what we have it sincerely at heart to proceed with all the cordiality a attention due to the close alliance subsisting between Great Britain and the States Gener. Our inclination would lead us to this if we were not specially enjoined to it by the orders we ha received from the Company and we hope to be able to convince you that the agreements we ha to offer against the exclusive monopoly of this trade by your notion are founded in reason and ju tice and that we could not without rendering ourselves liable to the imputation of a neglect of du yield to the opinions you have given in your letter now before us.

You observe, that the Dutch Company have possessed the right upwards of a Century of exporting the cloths that are manufactured on the coast of Madura, to the exclusion of all other European nations, and that this right had been always acknowledged by the ancient Princes of that country. Oral testimony of this acknowledgment cannot in any event at this late period be admitted and even if written documents adduced (of which none have yet appeared) we could not allow that the Princes to whom you have had reference had the power of bestowing in perpetuity such a right; circumstances have undergone a material change since that period.

The Southern Provinces of the Peninsula are under the Government of another Prince whose interests have been for a series of years inseparable from those of Great Britain and there are treaties existing of a date prior to that negotiated by Mr. Buchanan which preclude that Prince from entering into engagements with any European Power without the consent and participation of this Government.

Upon this principle the Nabob of the Carnatic could enter into no obligations singly with you, that could be in any degree binding upon us, supposing therefore the treaty concluded by Mr. Buchanan with your Government to have been ratified by His Highness, its operation must have been suspended so long as our concurrence was withheld. We learn however from the Nabob that the treaty has not been delivered, and we have his assurances that he will take no further steps in the business without our acquiescence which he held it to be impossible for us to give.

We are persuaded that you will treat the subject with that candour and liberality which have marked your conduct on all occasions wherein the relative interests of the two Governments have been concerned and we fully expect that you will give directions for the removal of all restrictions and impediments to the trade of the English Company in the Gulf of Manar.

We have the honor to be with great esteem and regard,
Honorab! Sir and Sirs,

Your most obedient and humble servant,

(Signed.) HOBERT,
&c., Council.

Fort St. George,
14th February 1795.

To

THE RIGHT HONORABLE LORD ROBERT HOBERT,
GOVERNOR AND COUNCIL,
AT FORT ST. GEORGE.

Honorab! Sir and Sirs,

We have found an opportunity since our last letter of the 21st November to liquidate our debt for the rice at Madras, with a bill of exchange on Messrs. Colt Baker and Co., for Star Pagodas 11,307=32.58 which we have the honor to inclose in this and to report our thankfulness for your kind assistance.

The account of the charges which attended the transportation of the troops and which you requested from us by your letter of the 2nd January we shall have the honor to forward you as soon as we receive the necessary accounts from Jafna and Tutacorin.

This morning we have had the honor to receive your letter of the 14th February and by early opportunity we will send our answer to it.

We have the honor to be,
With great esteem,

Right Honorab! Sir and Sirs,

Your most obedient and humble Servants,

(Signed.) { I. G. VAN ANGELBUK.
C. VAN ANGELBUK.
I. REINSONS.
R. S. VAN ZITTER.
VOLLENHOVEN.
A. ISSENDORP.

(This is a true translation of the accompanying Dutch letter of the Columbo Government.)

(Signed.) C. W. GREEKE.

To

THE RIGHT HONORABLE LORD ROBERT HOBART,
GOVERNOR, &c., COUNCIL,
AT FORT ST. GEORGE.

Right Honorable Sir and Sirs,

Conformably to our promise by your letter of the 16th instant of which we hereby send accompanied the duplicate together with the second bill of exchange mentioned thereby we have now the honor to answer your kind letter of the 14th February last.

Oral testimonies cannot certainly be alledged in events of so distant a period but our Company grounds her right to an exclusive trade on solemn treaties with the ancient Princes of those times and on the uninterrupted exercise thereof since.

To prove the first we have the honor to join to this an extract of the treaty of the 29th July 1690 with the Naick Renga Kistna Moettoc and as to the second our possession rests on notoriety which renders all further proofs unnecessary.

Respecting your assumption that the ancient Princes had not the power of bestowing in perpetuity such a right we request that you will please to take into further consideration whether thereby the law of States and of Nations will not be undermentioned and in particular whether your and our rights of possession will not become thereby in many places and in many respects dubious and whether we ought not rather to adhere to the ancient orthodoxy that nobody can obtain from another more than he has had himself that property devolves from one master to the other *Cum Ornni lucro et onere* and that a successor is obliged to fulfil the engagements of his predecessor.

With this sure confidence we said in our letter of the 7th October last part that this right had been superfluously confirmed by the Nabob intimating by that that a new treaty with His Highness to ground our right thereon was unnecessary and that his Highness was also bound to respect and observe this our right without a new treaty.

Against the objection that the Nabob had not signed or ratified the treaty we could plead that he is still bound to it unless he can prove that Mr. Buchanan surpassed the bounds of his commission (*finis mandate*)—But as you are pleased to join thereto as a second argument that although such a treaty had been signed by the Nabob it would still be ineffectual without your concurrence whence followeth naturally that a treaty concluded with the knowledge and consent of the Government of Madras must be acknowledged valid, we have therefore nothing else to do to prove our right than to annex the two accompanying letters dated the 27th January 1787 and 29th January 1788 from Sir Archibald Campbell at that time Governor of Madras by which it appears clearly that it was not only with the knowledge and consent but also by the advice and recommendation of the said Governor that the Treaty was concluded for the Nabob by Mr. Buchanan.

We could still produce more proofs but we are not willing to occupy unnecessarily your attention as we are perfectly assured that our right has been fully proved and that therefore the English Company will desist from the cloth trade on the Coast of Madura by which our Company has been wronged in her legal right.

If, however, any doubts still remain which require a solution, we will always be ready to solve them. We only request that you will please to give directions to your Resident in the Tinnevely Country not to molest our Merchants, curators, purveyors and weavers and not to impede our servants in their collection of cloths during the time of further negotiation as we in the like manner will give the necessary orders to the Chief—Tutacorin to let the vessels laden with cloths for the English Company pass unmolested.

We have the honor to be,

With great esteem,

Right Honorable Sir and Sirs,

Your most obedient and humble servants,

Columbo,
the 21st March 1795.

(Signed.)

I. GRAN ANGELUBK.
C. VAN ANGELBUK.
D. C. V. DRIBERG.
I. REINSONS.
Bs. L. I. VAN ZITTER.
WAMLANT.
I. VOLLENHOVE.
A. ISSENDORP.

Extract of the Treaty concluded the 29th July 1690 between His Highness Renga Kistna Moettoc Wirapa Naick, Sovereign Lord of the Country of Madura on the one part and The Honorable Henry Adrian Van Rhee de at Drakenstein, Lord of Mydrocht Commissary for the General Dutch East India Company representing the Honorable Court of Directors of 17 in the name and behalf of the said Honorable Directors on the other part. Thirdly no other European Nation but that of the Honorable Company will be allowed to reside or trade on this Coast.

Agrees.

(Signed.) G. I. FYBRANDS,
Chief Sworn Clerk.

To

HIS EXCELLENCY MR. VAN DE GRAAFF,
GOVERNOR OF COLUMBO.

Sir,

My friendship for the Nabob of the Carnatic and the sincere respect and good will I bear to your Nation has induced me to offer my best and friendly mediation at this juncture for the purpose of terminating the disputes which have for many years subsisted between His Highness and the Dutch Company respecting the pearl fishery and which have long deprived him and them of the essential benefits arising from that lucrative trade; as the matters now in dispute are of too extensive a nature to furnish a prospect of their being settled before the season for this year's fishery would elapse and consequently that another year's profits would again be lost, I have used the freedom to recommend to His Highness as I now do to you that both should proceed with the agreement for this year upon the footing already settled by Mr. Dott for the pearl fishery of Tutacorin and Manar which I understand is one half to each party of the Tutacorin fishery and in the Manar fishery thirty boats in one hundred and eighty or one boat in every six to be the property of the Nabob and that His Highness should appoint persons to attend on his part as well when the banks are examined as during the season in which they are fished.

The concern of the chank fishery I would recommend should lay over until a final and permanent agreement is concluded which I hope may be happily accomplished before another season commences when I shall have great satisfaction in promoting such agreement as will be lasting and beneficial to both.

It will afford me infinite satisfaction to know if you have had any late accounts of the welfare of your worthy Brother Governor Vande Graaff of the Cape and it will oblige me much if you will have the goodness to offer him and his amicable family my very best respects and wishes.

I have the honor to be with the most perfect esteem and consideration,

Fort St. George,
27th January 1787.

Sir,

Your most obedient and most humble servant.

(Signed.) ARCH. CAMPBELL.

(A true copy.)

(Signed.) A. GIESLER,
Sworn Translator,

To

HIS EXCELLENCY M. VAN DE GRAAFF,
GOVERNOR OF COLUMBO,
&c., &c., &c.

Sir,

It gives me great pleasure to find that His Highness the Nabob Walajah Bahuder of the Carnatic is inclined to meet my wishes as well as the recommendation of Sir John Macpherson to enter on terms of a permanent treaty with your Excellency respecting the pearl fisheries at Manar and Tutacorin and also the chank fishery.

As the fishing season is now drawing very near and may be lost by the delay of waiting until such treaty is finally settled, I would recommend for the mutual advantage of His Highness and the Honorable Dutch, East India Company that the pearl fisheries be carried on for this season in the same manner as was done last year in consequence of my application to your Excellency and that as soon thereafter as possible such permanent treaty shall be concluded on just and liberal principles mutually beneficial to the parties.

I am willing to flatter myself that all this business will be materially forwarded by the appointment of Mr. Buchanan to negotiate an amicable arrangement with you of all matters depending between the Dutch Company and His Highness the Nabob.

Mr. Buchanan is my particular friend in whose honor and good disposition Your Excellency may place the greatest reliance and I reckon myself very fortunate in having this opportunity to recommend a Gentleman of his character to His Highness the Nabob. I have equal satisfaction in soliciting your favorable attention towards Mr. Buchanan and permit me to assure Your Excellency that you will find him deserving of the utmost confidence in all his transaction.

I have the honor to be with the most distinguished esteem and respect,

Sir,

Fort St. George,
29th January 1788.

Your Excellency's
Most obedient and most humble servant.

(Signed.) ARCHD. CAMPBELL.

(A true copy.)

(Signed.) A. GIESLER,
Sworn Translator.

To

THE HONORABLE I. G. VAN ANGELBUK,
GOVERNOR, &c., COUNCIL,
AT COLUMBO.

Honorable Sir and Sirs,

We are honored with your letter of the 21st of March with copies of two letters from the late Sir Archibald Campbell to Governor Van de Graaff and an extract of the Treaty of 1690 between the Honorable Henry Van Rhee de and Kistna Naick the Prince of Madura.

We have given due attention to the arguments you have brought forward in support of the right of your Company to an exclusive monopoly of the trade of Tinnevely but if the Treaty of 1690 be the point of consideration on which the question is to be decided (and it would seem so by the particular reference you have made to it), we must observe that Kistna Naick and his descendants parties to that engagement have for a great number of years ceased to exercise the functions of Sovereignty—That the Nabob Wallajah the reigning Prince of Madura obtained his right to the Government of that Country by conquest and not by hereditary succession, that having so obtained it he was not bound by the Law of nations or by the usage of oriental states to abide by the obligations made under the former Government and above all that the treaty in itself became a nullity on the Nabob's accession in as much as it expressly went to the exclusion of all European nations but the Dutch either from traffic or residence on the Coast and therefore if the engagement had been held binding upon His Highness he must have forsaken the interests of the ally by whose aid alone he had taken possession of the Country and broken through a treaty which had previously existed between him and that ally had it appeared that Tippoo Sultan had granted any exclusive privileges of trade to the French in these Countries conquered from him in the course of the last war; it would not have been deemed necessary or consistent with the law of nations that the English-East India Company would continue those privileges whatever might have been the contents of the letters written by the late Sir Archibald Campbell to Monsr Van de Graaff; we should never have considered them of sufficient authority to anticipate the approbation of this Government to a treaty then only about to be negotiated but we do not find even by the letters which you have enclosed to us that any other

subject of consequence was treated of besides the pearl and chank fisheries the adjustment of which was the only avowed object of Mr. Buchanan's mission to Columbo nor does it any where appear that the articles of the treaty were concluded with the knowledge and consent of the Government of Fort St. George. On the contrary when the Nabob as he was bound to do by his engagements submitted them for the sanction of this Government the most explicit disapprobation was given and His Highness was called upon to withhold his acquiescence in a measure that was considered to be extremely injurious to his own interests as well as to those of his friends and allies the English-East India Company.

If after all we have said you should still continue of opinion that the right to an exclusive monopoly of the trade of Tinnevely is with you, we are willing to leave the matter to be determined in Europe, provided only that in the meantime no molestation be offered to the people employed by us in this concern or to the vessels laden with cloths for the English-East India Company and we shall give positive orders that there be none offered to the persons employed by you.

Fort St. George,
14th May 1795.

We have the honor to be, &c.,
(Signed.) HOBART,
&c., Council.

To

THE RIGHT HONORABLE LORD HOBART,
GOVERNOR, &c., COUNCIL,
FORT ST. GEORGE.

Right Honorable Sir and Sirs,

We have had the honor to receive your letter of the 18th May and this serves in answer to it.

Our let or of the 7th October last year sheweth that our Company grounded her right to an exclusive cloth trade on the coast of Madura on a legal possession and by our subsequent letter of the 21st March appears clear that we did not produce the treaty with the Naick of Madura to make it the principal document but to refute the objection you make in your letter of the 14th February that no written proofs of our right were extant.

That the Nabob Wallajah did not obtain the land of Madura by hereditary succession but by conquest is true, but that he therefore is not bound by the Law of nations and usage of the India States to abide by the obligations entered into by the ancient Princes when they still were lawful Sovereigns of Madura with other states or nations we cannot assent to undebated as the conqueror cannot acquire more than the conquered enemy possessed at the time the war commenced and above all he cannot encroach upon or annihilate the right and advantages which a third or natural state obtained in a legal manner previous to that war.

The example of the French and Tipoo is not applicable to our case for we do not owe our establishments and privileges on the coast of Madura to the kindness of the Naicks or Princes of that country but to a legal war with Portuguese in which they were driven more than one hundred years ago from thence and in which war we also conquered the seaports with all the privileges and regalia which they possessed for above a century on the coast.

Our actual possession of those places the pearl and chank fisheries, our share in the customs, our jurisdiction over the *parais* and other *regalias* are convincing proofs thereof. The French could never have alledged such venerable titles of a *jus quasilum* to privileges which (supposed) Tipoo had granted them.

Moreover we beg leave to observe here that in the last war against Tipoo you followed those just principles which ought to prevail over the aforesaid hard system and that you really exercised them towards several Malabar Princes and in particular towards the Rajah of Cochin who had entered into a treaty with the Nabob respecting some lands situated to the North of the Travancore lines for your Government did not only respect and confirm this treaty but also made use of it as a fundamental to the treaty concluded with the Rajah Mr. Jonathan Duncan when he regulated as commissary in the year 1793 the new conquests on the coast of Malabar, and some doubts having arisen respecting the treaty between the Rajah and Tipoo the first signed who was then Governor of Cochin did not only at the desire of Mr. Duncan give him the necessary elucidations but also obtained for him a sight of the original treaty between the Nabob and the Rajah in order to adjust the differences according to it so that the equity and liberality which characterizes the British Nation laudably annihilated through opposite practices the aforesaid hard theory of the Law of Nations and usage between the Indian states.

We did not produce the two letters of the late Sir Archibald Campbell to prove therewith that the approbation of the Government to the treaty which was then only about to be negotiated was anticipated but only to shew that it was with his knowledge and by his advice that we entered into the said treaty.

We acknowledge at the same time that in those two letters the pearl and chank fisheries are only mentioned and that respecting our privileges on the coast of Madura no mention is made; but this deficiency we can supply with the accompanying extract of his later letter of the 27th November 1788 by which he expresses his contentments that the treaty was concluded and promises that he would urge the Nabob to the most rigid performance of all the articles contained in the said treaty.

Against the exception that Sir Archibald Campbell was not qualified thereto, we could alledge weighty arguments amongst others that if in this case he had surpassed the limits of his authority the confidence which we had and were obliged to place in him as Governor ought not to tend to the disadvantage of our Company but that the English Company should have let remain in full force and value his management with respect to us and have had recourse to him for the damages he occasioned your Company thereby; but as we never founded our right on this treaty but only alledged it to shew that this our right had been acknowledged and confirmed by the Nabob, we need not explain ourselves further respecting this pretended non-qualification and this we can easily forbear as you suppeditated us in the completest manner this proof that the Nabob acknowledged and confirmed this our right by declaring that his Highness had submitted the treaty to you for sanction but that you most explicitly had disapproved it.

With respect to this disapprobation we could make many weighty observations as for instance that after that the Nabob had conquered the country of Madura we remained in the full possession of our establishments and the privileges annexed to them and that in all that time which amounts to above thirty years you never thought to dispute it or actually to disturb us therein and also that the negotiation between our Company and the Nabob must have been known from the beginning to your Government as the Governor himself proposed and encouraged it and English Gentleman and of distinction carried it on and that therefore in consequence of the alliance between the two nations you should directly have informed us that it was contrary to your interest but we will rather limit ourselves to this peremptory argument.

That if the English East India Company had been the principal in the war against the Naick of Madura and had conquered his land for herself it did not become her to encroach upon the Dutch Company's legal rights it does now much less as she cannot produce any other title than that of the Nabob ally.

The reasons you alledge for refusing to approve the treaty according to the Nabob's desire and calling upon him to withdraw his consent consists only herein that this treaty was detrimental to the interests both of the Nabob and the English Company.

Respecting the first we observe that the Nabob is considerably benefitted by this treaty as well by the half in the pearl and chank fisheries on the coast of Madura as by a greater quantity of donies in the pearl fishery of Aripo and that, thus the annihilation of the treaty will greatly tend to his prejudice for he cannot then enjoy those advantages.

Respecting the second we observe that mere interest alone cannot be a proper reason for wronging or disturbing one in his legal right and by no means it ought to take place in our present case as our right is vindicated in the complete manner by a just acquisition in a legal war and peaceful possession since for above one hundred and thirty years the explicit acknowledgment of the lawful Sovereign of Madura and in particular by the uninterrupted exercise of our right during a period of more than thirty years since the Nabob conquered Madura.

We hope that our arguments will induce your Lordship and gentlemen to desist from the intended trade in the Tinnevelly Country and to recall the servants you sent there for that purpose and that you will no longer impede the Nabob ratify the last treaty; but in case you still prefer to have the affair decided in Europe, we consent to the conditions you proposed that in the mean time the people employed by you in this affair and the boats laden with cloths for the English Company shall not be molested and that in the like manner no molestation shall be offered to our people in such a case we hope that you will find our nearer proposition just that you will agree that the Arengs or weaving villages shall be divided amicably by our respective servants in the Tinnevelly Country and that nobody shall entice the weavers and washers to quit their weaving looms to go over from one party to the other and above all that neither the Chief Manager of Tinnevelly or his subordinate monigars and other servants shall trouble or disturb our merchants, curators, weavers and washers. This will prevent disputes which otherwise would be unavoidable between our servants and without this precaution we would draw no benefits from the aforesaid arrangements but always would be interrupted and crossed by the Nabob's people.

In this case we request my Lord and Gentlemen that you will please to inform the Nabob that as the treaty remains suspended he cannot enjoy the benefits which were promised him thereby and that in the next pearl fishery on the banks Aripo or Manar he must content himself with the ninety-six stones or divers which were formerly allowed him for the use of his tonies.

We have the honor to be,

With great esteem,

Right Honorable Sir and Sirs,

Your most obedient and most humble servants,

Columbo,

the 30th June 1795.

(Signed.)

I. G. VAN ANGELBUCK.
C. VAN ANGELBUCK.
D. C. V. DRIBERG.
J. REINSONS.
B. P. VAN ZITTER.
WAMLANT.
I. VOLLENHORN.
A. ISSENDORP.
T. G. HOLFAND.

(A true translation.)

(Signed.) A. GIESLER,
Sworn Translator.

(Signed) C. W. GERICK.

*Extract of a letter from Sir Archd. Campbell to Governor Van De Graff at Columbo,
dated Fort St. George, 27th November 1788.*

Mr. Buchanan being now returned to Tinnevelly and entrusted by the Nabob with the charge of his commercial concerns in that part of the country, I have no doubt that all matters will be carried on in the most friendly manner between His Highness and the subjects of your nation. I shall urge the Nabob to the most rigid performance of all the articles contained in the late treaty so happily concluded between you and as it will be for your mutual interest to pursue a line of moderation and amity, I flatter myself no difference can hereafter exist.

(A true extract.)

(Signed) A. GIESLER,
Sworn Translator.

(True copies.)

(Signed.) J. HODGSON,
Commissioner.

APPENDIX B.

Extract of a letter from Mr. Egles Irwin, dated 28th April 1783.

In consequence of the instructions I was furnished with on my appointment to this station, I have been assiduous in gaining as complete a knowledge of the produce and manufactures of this country as the business of the assigned Revenue would admit of. In several letters to the Right Honorable the President, I have pointed out the difficulties I have encountered on that subject and have taken the liberty to suggest such a change in the system of the Revenue as appeared to me the best calculated for the Company's advantage in this district. I have now the honor to lay before you an account of the pearl and chank fisheries of the investment carried on by the Dutch of the Customs levied by them, of the profits arising from the mint at Tutacorin and of the names and situation of their settlements which I have lately gathered from intelligent and creditable persons in a tour along the Coast.

For the clearer comprehension of these various matters, I have annexed papers explanatory of each and though I have undervalued the objection question rather than otherwise, I trust that Your Lordship, etc. will think them of importance enough to lose not a moment in coming to such resolutions as may secure an acquisition which for a year past has been unproductive in our hands.

No. 1 is a paper relative to the nature and amount of the Dutch investment of the Customs collected by them and of the profits of their mints.

To what is here exhibited on the subject of the investment I beg leave to subjoin a few observations that may evince to Your Lordship, &c. that the Company may not only engage in it on a better footing than the Dutch but also be able to prevent its returning to their hands should peace restore them to their settlements on this Coast.

The prosperity of this country certainly requires the restoration of the Coinage at Tutacarin. The Dutch annually added two lacks of Pagodas to the circulation; and since the mint has been destroyed, it is evident that money has become scarce and that the Current Coin is adulterated beyond example. Your Lordship, &c. will judge of the expediency of remedying this general evil. In respect to the investment it is not of the detriment it was of to the Dutch who could not have made up a bale of cloth without ready money. The case is different with the Company. The weavers would be glad to receive grain in return for cloth; so that at least a lack of Pagodas of the Annual Revenue might be expended in kind to the increase of the inhabitants, of the country and the emolument of the Company. The weavers do not cultivate. Their villages consequently are situated in the most barren and remote spots and their looms neither take up the room nor employ the hands of the ryots. Shevelapetore and Tankanshy are the weaving districts to the westward, to the eastward. Punjee Mahal on the Coasts of which is Coilpatnam, a convenient place for the sorting and exporting the cloth and for building and repairing boats.

No. 2 is a paper relative to the process and valuation of the pearl and chank fisheries. The former amounting Fanams 60 to 1,00,000 Chuckrums drawn merely from the information of the inhabitants and merchants of the Coast, the latter amount 3 to 10,000 Chuckrums from the records of the Dutch and from trials that have been made under my inspection.

The method of advertising for proposals will be the surest of farming these fisheries to the greatest advantage. The bank where the chank lies is hardly out of sight of land and may be fished without any interruption but for the weather. But I think it is necessary to promise to Your Lordship, &c., that should Manar be permitted to remain in the enemy's hands, no one will be forward to bid for the rent of the pearl fishing which is farther in the sea without a Bombay Cruiser Gallivat or armed vessel is stationed in the gulf for its protection; as the season for fishing the pearl does not commence before the month of February and lasts but 30 days, there will be time enough for the providing such a vessel the expense and detention of which will be so considerable in comparison to the advantages it will produce.

No. 3 contains an account of the Dutch Settlements on the Coast which I have visited with a view of affording that information to Your Lordship, etc., which can only be obtained by an actual survey; the retaining of these settlements is not in my opinion of any moment to the success of the investment for the reasons already assigned by me if I except Tutacarin which from the noble warehouses and the Island for heaving down vessels would be a very desirable acquisition.

No. 4 is a translation of a petition from Side Sullivan, the head of the Paravar Caste. This man had the rank of Factor in the Dutch service and on his credit and influence with the boatmen and divers the Dutch depended chiefly for their business on the Coast. I have the pleasure to assure Your Lordship, etc. that I have found this man very useful and intelligent and ready to undertake any service that the Company may require of him. I have been cautious, however, in relying implicitly on his communications where he may be supposed to be interested and as he probably may be a successful candidate for the chank and pearl fisheries, I have not been wanting to get other information on these subjects. I have judged it expedient to afford Side Sullivan every assurance of protection and support on the part of the Company and I trust Your Lordship, etc. will pardon my suggesting that a dress or some mark of your favour might be the means of attaching him wholly to our interest.

Before I quit the topic of the Sea Coast, it would be unpardonable in me to conceal from Your Lordship, etc. the illicit commerce that has been carried on the Gulf of Manar by the alarming power of Cutbom Naig and the neglect or connivance of the renter. It is notorious that country boats have constantly taken in cargoes of rice at Johnapatam and Manapar for Manar and Columbo and in the month of February last a Dutch vessel lay several weeks at Manapar before it was known at Tinnevely of what nation she was. By these means our enemies have been supplied with grain at a season perhaps of the utmost difficulty and distress and the loss of their settlements on this Coast had not been materially felt by the Dutch. Several boats have been taken with Dutch passes on Board and others have been detained on suspicion by the Commanding Officer of Tutacarin but the means in his hands are not adequate to the object in view; a stout long boat mounted with swivels and manned with invalid (*Sic.*) seamen would not only effectually repress the evil but be of great utility in procuring intelligence in the gulf; such a boat I presume might be found at Madras and furnished with a letter of Marque would prove of little or no expense to Government.

In the meantime I have taken such precautions as were on my power to prevent the continuance of this intercourse both by remonstrances and threats to Cutbom Naig and by warning Side Sullivan and the merchants along the Coast of consequences of so illegal and iniquitous a proceeding.

No. 1.

THE NATURE AND AMOUNT OF THE DUTCH INVESTMENT.

The Dutch invested annually from one to one lack and seventy thousand Pagodas at their different settlements on the Coast of Tinnevely, at Tutacarin the investment amounted to Pagodas 80,000.

	LOOMS.
In the District of Nadoomunda'um or Shevepatore they employed for this investment	500
In the District of Chakalapetty	200
Ramanad	100
Pandalum Courchy	100
Yaliapouram	130
Yaliarumpumy	30
Yari-pah Naigue	70
Looms	1,130

Account of fees and duties called bundle customs received by the Dutch Company at Tutacarin and the other ports. *Tutacarin.*—

The duties collected as madavery from the inhabitants and the produce of Chayrooton the Islands belonged to the Dutch Company.—

All boats that went from Cunyah Comary South to Killacarry North received their passports at Tutacarin before they sailed either to one place or the other with goods for which they paid Pagodas

they paid Pagodas	...	6	0	0
To Manar	...	1	12	0
Back to Killacarry	...	0	12	0

Bales of fine Long Cloth or Chints intended to be shipped on the Company's sloops to Columbo were weighed at Tutacarin and paid a duty of 6 fanams per Curs (*Sic.*).

The fees of passports and the customs on goods were divided among the Chief and Factory of Tutacarin.

Punacoil.—The Company received the madavery from the inhabitants who also allowed the Resident a small gratuity for fish.

Coilpatnam.—The Resident here received 6 fanams for searching.

Johnapatnam.—Boats and signing passes for Foreign Ditto 1st Pagoda; the madavery was collected for the Company and the anchorage of boats at 5 fanams each; every bale shipped here paid 10½ fanams.

Manapar.—The Company received the madavery here and all bales shipped at Carliapatam paid 10½ fanams each which was divided between the Chief of Tutacarin and the Chief and Second of Manapar.

The inhabitants of Manapar Dutch &c., paid something to the Chief for fish.

These bundle customs amounted from 1500 to 2000 chuckrums yearly.

Profits of the Mint at Tutacarin.

The Dutch made here near two lacks of coining by Pagodas annually. The Gold which they brought from Europe and Batavia yielded them a profit in coinage of 25 Pagodas per 100	Pagodas	5,000
Profit of this stamp at 7	Do.	1,400
		6,400

The Dutch also made 5 lacks of fanams yearly profit of 5 per cent. 25,000
Ditto of the stamp 2,500

27,500 fanams at 20½ per Pagoda 1,346

Pagodas 7,746

Fanams 27,500

THE PROCESS AND VALUATION OF THE PEARL AND CHANK FISHERIES.

It appears from the best enquiries that since the Government of the Portuguese the pearl fishing has been held by aumani; that it was usual for 6 of the principal people of Tutacarin in the months of October and November to make a trial of the pearl for the ensuing season; that they went out in 8 or 9 boats to search the different banks that lay on the sea coast between Monogoor to the northward and Taley to the southward; that in these researches they could discover how long the fishing would continue and the number of boats it would employ, that they accordingly summoned all the Boatmen and Divers with their apparatus from the Circar Rajahs of Tanjore and Travancore and from the marawar of Ramnad; that these people were then registered and taxed in proportion to their casts for the privilege of fishing viz., every drag that belonged to a Christian paid 6 chuckrums for the season chucks if to a Malabar and 12 chuckrums to a Moorma; that the fishing did not commence till February and seldom continued for more than 25 days.

That 8 or 9 boats were taken up for each time, each boat carrying 10 drags that a tax now levied and the petty merchants for the privileges of buying and selling to the amount of 4 or 5,000 chuckrums. That the season was supposed to produce a Revenue amounting from 60,000 to a lack of chuckrums.

That in the year 1747 the Dutch did not let the pearl fishing by aumani, but advertised it to rent and that the renter paid only 25,000 chuckrums for that season as he fished it at his own risk and was supposed to pay $\frac{1}{3}$ of the amount for the expenses, all Customs duties and presents were added into one sum and an extraordinary numbers of boats allowed by the Dutch Company to defray the charge. N. B. It would appear from this circumstance that the banks were less promising than usual and that the enter had made his proposals in proportion to the muster pearl fished in October. In the year following it was rented for 50,000 chuckrums and has not been fished since.

The process of fishing the chank is less troublesome, the boats are prepared in October, the fishing commences in November and continues till May when the servants (Sic.) and blubber that set into the Gulf from the southwest trouble the water and put a stop to it. There are 4 sorts of chank, the larger are preserved, the last is of little or no use. The expense of fishing is about 7 Pagodas per 1,000, and the chank were sold by the Dutch Company amounted from 6,000 to 10,000 chuckrums for the season and this nearly agrees with an experiment made by Mr. Irwin in April 1783, when 20,000 Chank were fished in 30 days with 7 boats at the same expense and disposed of at nearly the same rate.

No. 3.

Names and situation of the Dutch Settlements and number of Paravars on the coast with a map of Tinnevelly and Madura.

The Fort of Tutacarin is an oblong building standing nearly East and West in the Gulf of Manar. Two sides of it are surrounded by the sea which forms a basin for the admission of country boats, vessels of two or three hundred tons burthen being obliged to lay without an island where the Dutch had a yard for the repair of their craft. The Fort has bastions at each angle but no glacis or ditch.

The Government house and the buildings within the Fort are in good repair but the European houses in the Paravar town are nearly destroyed.

The pearl and chank fisheries are most productive on the banks of this place. Chayroot is gathered on the islands that form the basin and a considerable investment was carried on by the Dutch at Tutacarin which was there principal settlement on the Tinnevelly coast.

Punacoil is a fishing town situated on one of the mouths of the Jammabundy the principal river of Tinnevelly and about 10 miles to the southward of Tutacarin. The Dutch Company had a Factory-house here where a Resident and Guard were maintained to Superintend the investment. The Company's ships used to lay at the mouth of the river where the ground is good for anchorage and there is safe riding. The factory is destroyed but some of the warehouses are still standing.

Johnapatnam or Coilpatnam is a good port 5 miles to the southward of Punacoil; here the Dutch had a serjeants guard and a servant to collect the duties arising from anchorage and export on their vessels; the house is in ruins. Hollandale was a factory belonging to the Dutch 7 miles to the southward of Johnapatnam. The Dutch kept a guard here for the sake of intelligence.

Manapar is a large fishing village 6 miles to the southward of Hollandale and 28 from Tutacarin; here the Dutch had an excellent factory house and the finest warehouse in India. It was originally a Church but when the Dutch took possession of the place they converted it into a warehouse giving the Portuguese a piece of ground to build another Church; the investment here was very considerable.

List of the houses and number of Paravars.

Tutacarin	...	1200	4500
Punacoil	...	200	700
Veravandapatnam	...	100	300
Hollandale	...	100	300
Manapar	...	1000	3500
Taley	...	250	750
Calon Taley	...	150	450
Catch Vanah	...	50	150
Vypar	...	50	150
Vanpar	...	60	200
Moorgore	...	40	120

3200 Houses. 11120 Inhabitants.

N.B.—The calculation of 3 persons to a house appears to be greatly underrated and it is probable that the Paravars amount to double the number above stated.

No. 4.

To

EYLES IRWIN Esq.,

SUPERINTENDENT OF REVENUE

AT TINNEVELLY.

The humble petition of Sade Sullivan &c., principal inhabitants of Tutacarin sheweth:—

That your petitioners during the Government of the Portuguese and of the Dutch conducted ourselves with great fidelity in every business they were pleased to order us; regularly paid the duties to the Circar and behaved ourselves respectfully and obediently. That on sudden departure of the Dutch from this place we were afraid of being disturbed by the Polygars and having little time to secure our effects were going away with an intention to return when the Honorable Company had taken charge of the place but just this time the Company's Troops arrived here and Mr. Wheeler who Commanded the detachment took possession of the Fort the same day and immediately published by tom tom that all persons might return to their habitations and live in security under the English Company's protection. That soon after this he placed a guard over the houses of Sade Sullivan and the other inhabitants moving the families into the back part of the houses while they plundered every thing within—This behaviour alarmed your petitioners so much that we all went and resided in the Travancore Country. That sometime after this Mr. Procter and the Renter came to Alvar Tinnevelly from whence they sent us a cowl and we returned to them accordingly. We informed them of every distress your petitioners had suffered and when they convinced themselves of the truth of it they remitted the duties due to the Circar from the time we left the place to the end of June 1783 and promised that every thing was plundered from us should be again restored to your petitioners, that we should return to our dwellings without any further interruption and be again vested in our rights and privileges. They then executed a cowl to this effect and your petitioners went back to enjoy their habitation and commerce as before and remain obedient to the Honorable Company's orders but we have not obtained the furniture and other plunders that was taken from us. We therefore petition your Honor to get our effects restored to us.

That many of the inhabitants having not yet returned on account of the losses they had sustained and every article of trade being considerably diminished we find ourselves unable to pay the Circar our usual duties of Tutacarin amounting to chuckrums 381-2 annually but we are ready to pay $\frac{1}{2}$ of that sum by monthly payments for which piece of justice and humanity we your petitioners rely on your Honors countenance and petition.

And shall ever pray.

Extract of a letter from Mr. Eyles Irwin, dated 12th March 1784.

On the first intimation of your Lordships commands respecting the pearl fishery I directed Sade Sullivan to prepare the boats and divers for the undertaking. As it was necessary to all on the Manawar Rajah for his assistance, I applied both to him and Colonel Marting for a re-inforcement of boats and divers employed in the chank fishery at Ponan. The Rajah behaved very handsomely on the occasion, which I attribute to the good offices of Colonel Marting as I do also the arrangement of the customs at the pass of Ponan the abuse of which greatly interrupted the trade of the coast and oblige me to apply to the Rajah for relief.

I have been here some days in the prosecution of the fishery. The single bank that is discovered and the short time that remains for the work are considerable checks on the expectations that were formed of its success. A beginning, however, is made and I flatter myself that the plan I have adopted by the advice of Sade Sullivan and an ancient usage when the fishery was managed by aumani will appear the safest and most advantageous that could be advised. This allows $\frac{1}{3}$ to the divers and reserves $\frac{2}{3}$ of the oysters for the Company as they are landed out of the boats. The Company's share is heaped upon an Island opposite this place and surrounded by a thorn hedge and well guarded; when the Oysters are decayed they will be picked and the pearl exposed to public sale.

A notion, I understand, has been entertained at the Presidency that the Dutch will resume the chank and pearl fisheries with their settlements in the coast of Tinnevely. On the spot where I humbly apprehend the truth can be the best deduced, far different sentiments prevail; the chank was certainly fished by the Dutch but whether by the consent or inattention of the Nabob I cannot pretend to decide; but it is well known the pearl fishery was entirely stopped by the just demand made by His Highness on the fisheries; but I conceive these points to be totally foreign to the question though the generosity or weakness of the Nabob made him forego his rights to the valuable fisheries on this coast; those rights are original and valid and it remains for the Company to determine whether the same attention shall be paid to this branch of the Revenue as to every other included in the assignment.

To

Mr. BENJAMIN TORIN,
COLLECTOR AT TINNEVELLY.

SIR,

I am directed by the President and Members of the Board of Assumed Revenue to enclose for your information a copy of the existing treaty between His Highness the Nabob and the Dutch Company together with extract of a letter from His Highness the Governor upon that subject. Upon receipt of this, you will in compliance with the orders of Government arrange matters relative to the pearl and chank fisheries in the best manner possible agreeable to existing engagements. This arrangement, however, is to be entirely confined to the pearl and chank fisheries because the Board have not yet come to any resolution upon the important subject of the Tinnevely trade. No time will be lost in transmitting to you the necessary instructions on this point.

Fort St. George,
26th November 1790.

I am,
Sir,
Your most obedient servant,
(Signed.) JOSIAH WEBBE,
Secretary.

Read—the following letter from Mr. Torin:—

JOHN HUDLESTON Esq.
PRESIDENT ETC., MEMBERS OF THE BOARD OF
ASSUMED REVENUE.

Gentlemen,

Ever since the trials were made to ascertain the state of the pearl banks in order to determine on the practicability of a fishery, I have been in a constant correspondence with the Chief of Tutacurin relative to the different reports made by the divers of the respective parties, the result of the Dutch researches determining against a fishery till the next year and those of the Circar reporting every way in favor of it. I imagine the Board will

be satisfied with the subject in the abstract particularly as it terminates in a manner that cannot but be acceptable to them, the Dutch having at length consented to make the fishery in the month of March should it be the pleasure of Government to insist upon it. As the principal arguments held forth by the Dutch Chief rested upon this experience of the subject, I felt myself a little open to the charge of presumption totally unacquainted as I was with the nature of it but my enquiries among the natives of the coast and with the Lobbies the most conversant enable me to see into the mastery so far as to impress me with very faint hopes of its value in point of Revenue and to believe that the benefit arising from the pearl fishery is merely accidental and the value studiously enhanced by the Dutch the better to gain their ends with the Nabob. In particular the fishery off Tutacurin has hardly been fished in the memory of man. The one at Manar is more certain and productive—various however are the opinions and there are not wanting men who believe the banks, (though so seldom reported in a productive state) to be annually fished by the boatmen on the coast in a clandestine manner and under pretence of taking the chank convey away the oysters to the Islands in the Gulf. The banks in both fisheries are very numerous and, by a common mode of reasoning, ought to contain oysters of all ages as the Dutch pretend to drag only a certain number for example 7 out of 50 are the few they would be persuaded to make their trials upon for this year.

By the accounts I have collected, it appears the banks of Tutacurin have not been publicly fished for more than half a century except in 1748 and 1749 when it was said to produce about 40,000 Pagodas each year and again in 1787 when it was disposed of by public sale for 33,000 Rupees; only for these two last years the trials have been reported unfavorable. We must therefore conclude this fishery to be of little or no value or to have been secretly enjoyed if not purposely neglected.

This fishery at Manar has also had its repose; a Moor man has furnished me with statements of its produce from 1728 to 1734 during which periods it was fished by aumani and yielded from 50 to 70,000 Pagodas annually; the banks lay uninterrupted till 1745 when it was rented for upwards of a Lack of Pagodas every year till 1750 and again from 1764 to 1767. This discontinuance in the fishery is accounted for by the banks requiring 7 years to recover and they are supposed to have left bare previous to these periods. The Nabob's share of this fishery is now reduced to $\frac{1}{4}$ th of the produce and I understand it is considerably decreased in value.

The objection made by the Dutch to the Tutacurin fishery for this year proceeds from the oyster not having, as they say, arrived at maturity and from the produce of those they look upon the late trial not answering to a standard they have by which they pretend to judge of the value of the whole. I would only remark in reply to this that the fisheries did not appear to have been frequent enough at Tutacurin to entitle any man to speak from experience of the age of the oyster much less to the oyster much less to form a comparative value of the contents by a standard.

These pearl when brought the other day from Tutacurin to Tinnevely and valued here by the Soucars and Merchants exceeded all expectation and upon a valuation of the produce of 2800. Oysters a fishery was pronounced to the probable amount of 50,000 chuckrums.

On this simple ground I pressed the expediency of the fishery and strengthened my argument by reminding the Dutch of the precarious state of the object in question from an insect that is allowed even by themselves to destroy whole bank in a season.

I suggested at the same time that it might be most advisable to fish by aumani or as they had an objection to this year to drag only a part of the banks and to leave the remainder till the next year by which a little real experience would be gained of these sudden Treasures.

In answer the Dutch insist upon the correctness of their standard and mode of estimating the fishery on the good prospects the banks hold out for the next year and their disinclination to anticipate yet in compliance with the wishes of the Circar orders are arrived from Columbo to the Chief at Tutacurin to treat upon the subject.

I have therefore to request you will take the matter into your consideration and honor me with your Commands as soon as convenient that timely notice may be given so as to assemble the Merchants and Divers from all quarters.

As the chank fishery is supposed to give too favorable an opportunity to the Divers to disturb the pearl banks and as it was usual for the Circar to send out a watch boat with them to prevent this, I have proposed the revival of this institution to the Chief at Tutacurin and to compel the chank boats to unload at places to be specified upon the coast.

Tinnevely,
29th December 1790.

I have the honor to be
Gentlemen,
Your most obedient humble Servant,
(Signed.) BENJAMIN TORIN,
Collector of Tinnevely.

Extract of a letter from Mr. B. Torin, Collector of Tinnevelly, dated 3rd January 1791.

I had the honor to inform you on the 29th ultimo that the Dutch consented to fish the pearl banks for this season if it should be your pleasure as to do so. Though against their opinion from the expectations of a better fishery the following year I wrote you this in consequence of a private letter from the Chief at Tutacarin not doubting but his public letter would be to the same effect but it is closed with this condition that the Tinnevelly Merchants shall pledge themselves to rent the fishery for 50,000 chuckruns should no higher sum be bid for it.

I have in reply informed the Dutch Chief that these are restrictions the Madras Government cannot submit to and that there appears an inconsistency in their stipulating for 50,000 chuckruns for this year (as they say to preserve the credit of the fishery) when we know the only time it has been publicly fished within the 50 years past it went for half the money.

I cannot but remark that there seems to be an unwillingness on the part of the Dutch to afford us any knowledge or experience of this subject but we are not to regret the circumstance of the trifling profit of the fishery is to secure to them any undue privilege in the trade of Tinnevelly.

To :

MR. BENJAMIN TORIN,
COLLECTOR AT TINNEVELLY.

Sir,

I am directed by the President and Members of the Board of Assumed Revenue to enclose extract of a letter from Earl Cornwallis on the subject of the treaty between His Highness the Nabob and the Dutch and to inform you that letters have been written to the Governor of Columbo and the Nabob as recommended by the Governor-General.

Government desire that you will propose to the Chief of Tutacarin an amicable discussion of the points in dispute and that you will call for such sunnuds as he may possess in support of the right of the Dutch to the pearl and chank fisheries and to certain exemptions and privileges of trade in the Tinnevelly Province.

I am,

Sir,

Your most obedient Servant,

(Signed.) JOSIAH WEBBE,
Secretary.

Fort St. George,
10th February 1791.

Extract of a letter from Mr. B. Torin, Collector of Tinnevelly, dated 6th February 1791.

I have the honor to acknowledge the receipt of your letter of the 14th January in which you acquaint me of your determination to hold a pearl fishery this year—but leave me to expect further orders from Government upon the subject and relative to the trade of Tinnevelly.

I have notified your intention to the Dutch Chief at Tutacarin but feel myself much embarrassed for want of further instruction as the above subjects are by the Nabob's treaty with the Dutch so connected with each other that we cannot insist upon a pearl fishery against the inclination of the Dutch without being prepared to admit of their exclusive privileges provided the treaty is to be adhered to a sacrifice in my opinion far beyond the certain value of the fisheries unless it should be found the Dutch have no right to either. For these reasons I have delayed to call upon the Dutch for the Nabob's half of the chank fishery.

A few days ago a fresh subject of discussion arose between the Dutch and myself relative to their jurisdiction and power over the Parawars upon the coast and the inhabitants of Tutacarin &c., in consequence of a dispute between the Company's renter at that place and a Carpenter who owed a balance of his monthly tribute. The renter sent for the man and confined him; the Dutch Chief complained that he ought to have been applied to both for the tribute and for the person of the defaulter. I remarked that his complaint was unfounded and although he claimed the exercise of their ancient privileges yet he knew assumption of this power was always disallowed by the Nabob and often disputed that we did not know of their power or jurisdiction beyond the walls of the fort. The Dutch Chief alluded to the treaty but the privileges granted to them in that relates simply to their

trade for the Nabob in the following line permits them to extend as much as they please. If therefore it was to derive any support from that document it could only arise from the preamble where we must suppose other existing engagements are alluded to. I think it almost unnecessary to point out to the Board the eternal source of dispute and inconvenience such a power in the hands of the Dutch would prove to the Nabob's administration on the coast of the Tinnevelly Country and that an establishment of this kind once confirmed to them with the sanction of the English might extend itself by degrees to an alarming height under the careless and corrupt Superintendence of His Highness' Managers. Their connection with the Poligars the last war in the treaty they formed for favoring their descent upon this coast is a proof that evil consequences may ensue beyond the instances already mentioned.

To

JOHN HUDLESTON ESQUIRE,
PRESIDENT &c. MEMBERS OF THE
BOARD OF ASSUMED REVENUE.

Gentlemen,

I have had the honour to receive your letter of the 10th instant relative to the privileges exercised by the Dutch and enclosing me an extract from your Board from Lord Cornwallis for my guidance.

I have in consequence proposed a conference with the Dutch Chief of Tutacarin at a place midway from Tinnevelly and as a very good understanding at present subsists between us, I hope the meeting may be productive of a competent knowledge of their pretensions.

Since I had the honor to inform the Board that the Dutch proposed making the pearl fishery under certain restrictions which I thought inconsistent in themselves and inadmissible on the part of the Company, nothing further passed until I learnt their vessels had returned from Columbo, when I called upon the Dutch Chief for a final answer and to acquit myself of all responsibility, if the fishery were not immediately advertised, the answer I received was little more than to let me know their Government had not replied to their representation. But I learn a very serious dispute between the Dutch and the King of Candy has engaged the whole of their attention of late—As I am to meet Mr. McKren tomorrow I shall urge the fishery of the most promising bank which can be effected by the people at Tutacarin, but I have little hope of his compliance on any terms and this is the more provoking as the public expectation is greatly raised by the samples of pearl taken in the trial.

I have lately procured extracts from the Nabob Enait-namas to his naibs upon these subjects as well as copies of his letters to Mr. Buchanan by which it appears His Highness never lost sight of his just rights as Sovereign of the Country although he was led into treaties subversive of them. He even claims the ground in which their Fort is built and in a letter to the Governor of Columbo he is very decided upon these points—particularly denying them the smallest influence in his Country or over any of his subjects and in speaking of the fisheries he seems to consider the division of them with the Dutch as a favor from him and in short that they reside at Tutacarin only by his sufferance for it is written in the duffer of the Carnatic that they have no right whatever. I have mentioned these circumstances as it will be very easy for you to obtain from the Nabob copies of these letters to prove we have just grounds at least for the enquiry.

I have the honor to be,

Gentlemen,

Tinnevelly,
28th February 1791.

Your most obedient and humble servant,

(Signed.) BENJAMIN TORIN,
Collector of Tinnevelly.

Extract of a letter from Mr. B. Torin, Collector of Tinnevelly, dated 10th March 1791.

I had the honor to inform you on the 28th that I was to meet the Chief of Tutacarin on the following day and that I should urge the necessity of the pearl fishery for this season. Mr. McKren informed me he had not received the orders of the Government of Columbo and persisted in the impossibility of granting his consent; you will therefore determine Gentlemen whether the fishery is to be made without the concurrence of the Dutch or to protest against the probable loss and wait the result of their opinions on the produce of the next year.

As the subject has been so long protracted and the season is so far advanced I should certainly recommend to you to adopt the latter as the required number of Divers and Boats cannot now be collected in time and the fishery may fall far short of public expectation and leave the Dutch to exult in our disappointment.

Whereas the deferring the fishery till the next year will at least afford us the occasion to ascertain the value of it by their own calculation and effectually defeat every intention they may have of keeping the English from a knowledge of this branch of Revenue.

As Mr. Mckren appointed the meeting, I concluded he would have come charged with the sentiments of his superiors on the subject of your late application—but I found he did not think himself authorised to discourse openly upon them although he had the power to open your letter; he informed me he had forwarded it to Columbo and seemed to be of opinion that Mr. Vande Grave will reserve to himself the adjustment of this matter with the Madras Government.

In the course of our conference I think I discovered that they hold no sunnuds whatever to the Fisheries to the Government of the Paravars or to the collection of Customs, &c., that they rest these pretensions alone on ancient custom and date their possession of them from the time they received the Fort of Tutacarin from the Portuguese without admitting their rights to be at all affected by the various resolutions in the Carnatic in particular by the conquests of the Nabob of Arcot. In speaking of their exclusive privileges to the manufactures and exemptions of trade &c., Mr. Mckren observed he believed they could shew a grant for them from the Kings of Madura. I have heard the Nabob has a copy of it and that it is of little or no avail.

Extract of a letter from Mr. B. Torin, Collector of Tinnevelly dated 30th March 1791.

I have this day received notice from the chief of Tutacarin that the Government at Columbo have at length consented to have a pearl fishery for this year if insisted upon by the English and without the restrictions they were desirous to lay us under in the sale of it though by public outcry but it is now too late Gentlemen for you to think of it till next year. I cannot however but repeat upon this occasion my suspicions that the Dutch by this frivolous pretext have purposely protracted their concurrence with the view to keep us as long as possible from any interference with the fisheries and their affairs with His Highness the Nabob.

To

WILLIAM PETREE Esq.,

PRESIDENT &C., MEMBERS OF THE BOARD OF ASSUMED REVENUE.

Gentlemen,

I have the honour to enclose you an advertisement to be made public if you approve it at Madras for the disposal of the pearl Fishery at Tutacarin. The superiority the Dutch claim upon the coast of Madura prevented me from introducing the name of His Highness the Nabob or that of the Company as the principal and one of the proprietors of the Farm and the Dutch perceiving, I was unwilling to yield the precedence have couched the advertisement under the general denomination of the parties concerned. I have not objected to this because the references I had the honour to make to you respecting their rights and privileges are not yet replied to and as the purpose is answered by this neutral term, the propriety of it may be left to future discussion.

It has been customary for this farm to be sold by outcry at Tutacarin but the Dutch method of bidding in this sale being totally unknown to most of the Nabob's subjects and in every other respect inconvenient to the public, I thought it expedient to insist on a deviation in our favour which the Dutch Chief has consented to on condition of preserving their old practice at Tutacarin and Columbo.

I have to request you will publish this advertisement as soon as possible and endeavour to send such proposals as you may receive the day after the time expires in order that the renter may be established in his own farm on the day appointed as the preparations for the Fishery are many and will not admit of delay. I found it necessary to make free alterations in the conditions or regulations presented to me by the Dutch Chief for the conduct of the Fishery. They are not of sufficient moment to trouble you with and were only required by me to bring the rights of the Nabob on an equal footing at least with the assumptions of the Dutch.

A copy of these conditions will be sent you as soon as I receive them from Tutacarin as well as the estimation of the samples taken from the pearl banks.

In consequence of the pearl fishery it has been found more convenient to hold the chank fishery for this season in aumani; very sufficient reasons were urged by the Dutch chief and proper people have been appointed to superintend the business for the benefit of both parties.

I have the honor to be,

Gentlemen,

Your most obedient and humble servant,

(Signed.) BENJAMIN TORIN,
Collector of Tinnevelly.

Tinnevelly,
16th December 1791.

Tinnevelly,
15th December 1791.

This is to give notice that in consequence of the trials lately made on the pearl banks of Tutacarin called Padootan Markanpar, Cocritjanpar Wantievoo Aroopagepar, Octicpar, Ocdordevepar and Clatipar and the promising appearance of an advantageous fishery from the number of Oysters found thereon and the samples of pearl produced.

The parties concerned have resolved to hold a pearl fishery in the month of March next to employ sixty boats, and 300 Divers for the space of fifteen days. The fishery will be publicly sold by outcry at Columbo and at Tutacarin on the 20th January at the council houses of the above places—and sales proposals will also be accepted at Madras by the Board of Assumed Revenue and by the Collector at Tinnevelly until the 14th January exclusive.

All those who are willing to offer for this farm by sealed proposals must specify what security they can pledge as all offers not affording this satisfaction will be laid aside. The offers by sealed proposals as well as those by outcry will be examined and taken into consideration at Tutacarin the 1st February 1792 by the commissioners of the both parties and the highest offer whether by letter or by outcry will be accepted. The pearl fishery above mentioned must be offered for under certain conditions—which conditions are to be seen at the offices of the respective parties as well as estimation of the samples of pearl taken on the late trials.

(Signed.) BENJAMIN TORIN,
Collector of Tinnevelly.

The Board approve the steps Mr. Torin has taken in the pearl fishery at Tutacarin.

Ordered that the advertisements enclosed in the above letter be published by the Secretary.

Read—the following letter from Mr. Torin:—

To

MR. JOSIAH WEBBE,

SECRETARY TO THE BOARD OF
ASSUMED REVENUE.

SIR,

I have the honor to enclose you the conditions for the conduct of the Dutch fishery both in Dutch and in French as I have received them from Tutacarin with their valuation of the samples—as well as the free remarks upon the subject which I have been able to collect.

I have not attempted a translation of the above papers into English, as the Board will be better furnished with them by the translators and a Malabar translation shall follow by tomorrow's tappal.

Tinnevelly,
21st December 1791.

I am,
Sir,

Your most obedient humble servant,

(Signed.) BENJAMIN TORIN,
Collector of Tinnevelly.

It appears to be the custom of the Dutch in determining by the samples of pearl in the trials in November whether a fishery can be made in March following—also to judge by the produce of 1000 oysters and to prosecute the fishery if the pearls of the vaduvu sort shall weigh 106 $\frac{11}{16}$ /320 parts of a sevvu—The weight of 12 $\frac{1}{2}$ star Pagodas makes one sevvu.

On the late trials 1000 oysters produced vaduvu pearl to the weight of $\frac{1}{2}$ of a sevvu which being considerably above the standard the fishery is resolved upon.

It is also customary with the Dutch to have the fishery valued at Tutacorin by which valuation they allow 2 Pagodas for the above $\frac{1}{2}$ sevvu. The Merchants at Tinnevely have valued this $\frac{1}{2}$ sevvu at 3 $\frac{1}{2}$ Pagodas as the price at which they can afford to calculate offers for the fishery—whereas the pearl if valued in the bazar would fetch 4 $\frac{3}{4}$ Pagodas.

Conditions and terms on which the pearl fishery upon the banks situated off Tutacorin is offered to the highest bidder:—

ARTICLE 1.

The pearl fishery to be let out by these shall be upon the banks called Vaantierew, Aroopagepaar, Nagerypaar, Ootypaar, Oodoodevypaar, Ctatypaar, Padulanmarkanpaar and Coorytanpaar situated before Tutacorin and there shall be employed sixty tonies and three hundred Divers for the space of fifteen days. The rent shall be fixed agreeably to the reports of the examination (of the banks) which shall be shewn to all such as are desirous to see them and the renter shall be at liberty to dive full fifteen days; but after the expiration of that time he shall use no evasions as to deficiency of oysters for they will not be attended to.

ARTICLE 2.

The telling out of the pearl fishery shall be done by public outcry at Columbo and Tutacorin on the 20th of January; sealed offers will be received at Madras and Tinnevely until the 19th of January and those offers both those made at the public outcry and those made by sealed papers shall be examined at Tutacorin on the 1st of February by the commissaries of both the interested parties and who ever shall be found to have offered the greatest sum whether by sealed proposals or at the public outcry shall be the renter of the pearl fishery.

ARTICLE 3.

If at the public outcry two persons should bid at the same time and if thereupon a dispute should arise, the rent shall be raised and put up again and be given to the first bidder according to the Dutch way of disposing of things by public outcry.

ARTICLE 4.

Immediately after obtaining the farm or at least before the beginning of the fishery the renter shall be held to advance in ready money one-third of his offer and the other two-thirds must be paid down two months after the expiration of the fishery and the payment must be made in Current Coin and for the security thereof the renter shall produce as soon as possible two or more sufficient securities who shall bind themselves together with him for the whole amount of the rent and each of them in *solidum* renouncing the benefits *ordinis executionis et divisionis*; the sureties shall also renounce the privilege of having the Debtor first seized and likewise each surety shall be answerable for a part only for the said rent shall also be accepted good pledges and Pawns of coined and uncoined Gold and Silver, &c., besides the sureties.

ARTICLE 5.

As it is thought the renter may not be able to produce sureties to the satisfaction of both parties and that this circumstance may create difficulty and embarrassment to those who otherwise would wish to rent the pearl fishery and be prejudicial to the business itself the respective parties have agreed that the renter shall be obliged to give security only to that party under whose Dominion he lives and that therefore each party shall be answerable to the other for the good faith and punctual payment of their subjects. This is to say the Dutch will be satisfied with the declaration of the Circar that the highest offers have been made by an acceptable person who has given sufficient security and the Circar shall be satisfied with a like declaration on the part of the Dutch. That party whom the renter is subject to shall be held to receive from him the amount of the rent and to share it with the other party two months after the expiration of the pearl fishery.

ARTICLE 6.

Each tony shall be provided with five diving stones, with two sambanottus and five Divers.

Ten people to draw them up and two todas and no more but the renter or whoever has obtained from him by purchase the right to a tony shall be allowed to add one servant but no more to take care of the oysters that shall be brought up.

ARTICLE 7.

In order to prevent strange tonies from fishing together with those of the renter and that those of the renter may employ no more stone-divers and others of the crew—than what has been limited by Article 6, all the tonies shall be duly registered and numbered from No. 1 to 60 before the beginning of the fishery. Each tony shall provide itself with a permit to fish during the time of the pearl fishery. This permit which is to be signed by the commissaries appointed by both parties for attending the fishery and also by the renter if he chooses, shall specify the number of the tony and of the diving stone-divers and the rest of the people allotted for that tony.

ARTICLE 8.

The renter or he that may have obtained from him a right to one or more tonies shall take care that each tony going to sea be provided with the abovementioned permit because all tonies found at sea without such a written licence shall be brought up as smugglers.

ARTICLE 9.

To be more assured that the tonies do not employ more diving stone-divers and other people than are allowed, all the tonies shall be surveyed before the beginning of the fishery and this survey shall be repeated either at sea or on shore as often as it may be judged necessary. Those tonies that shall be found to have employed more stone-divers and other people shall daily be singled out and the people punished according to the circumstances.

ARTICLE 10.

Seeing that the pearl fishery is to be held upon seven different banks, whereof the following five only are reckoned viz., Vaantieun aroopagepaar, Nagerypaar, Ootypaar, Oodoodevypaar and Clatypaar, whilst that which is found upon the two banks Padutanmarkanpaar and Coorityanpaar is accounted only as an additional present into the bargain upon which the renter must not reckon to procure the renter and his associates a full enjoyment of all the banks, it shall be thus regulated that they being fished off successively one by one until the first five banks are so far worked off that all the sixty tonies find no particular work more upon any of these banks, the renter shall then be permitted to fish upon all these five banks and upon the two banks Padutanmarkanpaar and Coorityanpaar at the same time and to divide his tonies upon them so as he finds it best. It shall be left to the renter to judge when a bank is so far fished off that another bank must be commenced and upon his request a new one shall be pointed out. But before this is done the renter shall fish upon no other bank but what has been pointed out to him.

ARTICLE 11.

The fishery shall begin on the 1st of March. On that day as also on all the following, all the tonies shall set sail on a given signal at the same time under the conduct of such as are called admirals who shall lead them daily to that bank which is to be divided, and who afterwards shall give the signal for to commence fishing and for ending the same. Those tonies who begin fishing before the signal thereunto is given and those who continue in fishing after the signal is given for leaving of, shall be punished according to the circumstances.

ARTICLE 12.

In case bad weather and contrary winds should retard the fishery without the fault of the renter, the deficiency of his stipulated fifteen days shall be made up unto him out of the days following so that he may dive fifteen full days although with intervals. But if it be by his own fault or negligence that he does not fish on the given fifteen days, then the days shall not be made up unto him and he shall notwithstanding remain obliged to pay the stipulated rent in full.

ARTICLE 13.

The renter shall be permitted to bring on shore his oysters and the pearls got out of them free from all duties to open and sell them at his own choice.

ARTICLE 14.

In case it should happen that a smuggling tony be found amongst the others with a design to fish oysters to the prejudice of the renter under pretence of wind and currents and of being driven away by night and other unfortunate circumstances, then it shall be brought up and treated as the circumstances shall require.

ARTICLE 15.

The renter shall be allowed to send letter and cadjans to all places at his own pleasure for to get tonies, divers and other necessaries to the fishery and on his application he shall be assisted therein as

ARTICLE 16.

Agreeably to an old custom the renter shall be allowed to settle all disputes that may between the natives of whatever caste employed in the fishery.

ARTICLE 17.

The renter and they that belong to him shall be righted and protected with all justice and that he on fulfilling the above conditions may peaceably and quietly enjoy his rights but he also be have humanely towards the divers and others doing duty on board the tonies because these people if treated unjustly by the renter, shall be protected likewise.

ARTICLE 18.

The fishery being completely over, the renter shall have two months allowed him for opening oysters and polishing and sifting his pearls and likewise selling them if he chooses but after expiration of this time, he shall not be allowed to remain there any longer but shall transport unopened oysters to some other place.

ARTICLE 19.

Over and above the stipulated rent the renter shall pay according to ancient usage one per cent to the sum agreed upon for conditions, rights and the customary fees for making out passports licences.

Read—the following letter from Mr. Torin:—

To

MR. JOSIAH WEBBER,

SECRETARY &c., &c.,

Sir,

Herewith you will please to receive the Malabar copy of the regulations for the pearl fishery.

Tinnevelly,

12nd December 1791

I am,

Sir,

Your most obedient humble servant,

(Signed) BENJAMIN TORIN,

Collector

Ordered that the Malabar paper enclosed in the foregoing letter be delivered to the Interpreter

To

WILLIAM PETREE Esq.,

PRESIDENT &c., MEMBERS OF THE

BOARD OF ASSUMED REVENUE.

Gentlemen,

I have the honor to inform you that the pearl fishery at Tutacarin is let for this year for the sum of 20,100 Pagodas.

No proposals having been received in Tinnevelly or any transmitted to me from Madras, the Fishery went to the highest bidder at Tutacarin whose name is Don Gabriel do Kroeswass. He is a man of credit and the Chief at Tutacarin informs me he has given him sufficient security.

Tinnevelly,

10th March 1792.

I have the honor to be,

Gentlemen,

Your most obedient humble servant,

(Signed) B. TORIN,

Collector

Extract of a letter from Mr. B. Torin, Collector of Tinnevelly, dated 5th April 1792.

I am further to inform you that it now appears the Dutch Committee have proved very erroneous in their valuation of the fishery by their trials made in November and that there is every appearance of the fishery not lasting for 8 days instead of 15 for want of oysters. This I should conceive to be a misfortune only to the renter whose loss or gain was fairly embarked upon the casual produce of the banks as soon as the Farm was knocked down to him.

The loss of the poorer individuals among the Dutch and natives at Tutacarin who have mostly shares in the boats is only to be lamented. When the Board are informed that the fishery in 1787 did not amount to 10,000 Pagodas and greatly disappointed the adventures and now take a deliberate view of the little advantages to be expected from this—and further reflect that no fishery has happened at Mannar since the Nabob was granted 1/4th of it and as I learn is not expected for 3 or 4 years to come—they will be able to form a clear idea of the great and important sacrifice made by the Nabob in his late attempts to negotiate with the Dutch.

For it yet remains to be proved that the Nabob as sovereign of the Carnatic does not (and without the sufferance of the Dutch) possess in his right a just claim to these fisheries and it is equally probable that the Dutch will not be able to produce any document by which they require the Nabob to grant to their nation only the exclusive privilege of the most valuable manufactures of his Southern Countries.

To

WILLIAM PETREE Esq.,

PRESIDENT &c., MEMBERS OF THE

BOARD OF ASSUMED REVENUE.

Gentlemen,

In pursuance to the orders of Government to come to an adjustment with the Chief at Tutacarin and to grant the Farmer a remission in consequence of his petition, I sought a conference on the subject and as I saw no reason for reducing the rent below the sum that bears a due proportion to his original engagements calculating on the number of boats actually employed instead of the number advertised, I made this the Basis of my argument which Mr. Mckern admitted with the exception of a few expences, these the Board will perceive in the enclosed account and which I should not have admitted but that they were incurred by the proprietors of the fishery in placing buoys or marks on the banks and to which the Farmer is obliged to confine himself.

The expense of 43 1/2 is the price of a large pundal built according to custom for the accommodation of the Circar servants and others attending the fishery and which I desired the Chief to build for me.

The fishery lasted for upwards of 15 days contrary to our first expectations and owing to those banks which were most reckoned upon proving unproductive and others of less consideration being found full of oysters, the continuance of the fishery for two days after Mr. Mckern reported it no longer practicable was owing to an opposite report from my people in consequence of which I urged another experiment but the wind and the current and other causes with their produce proved to me that had been fished to the utmost and this was confirmed by the divers refusing to go on with it.

The chank fishery which has been carried on as I informed you by amani owing to the interference of the pearl fishery is also at an end for this year and I have the honor to send you enclosed an account which I have from the Chief of Tutacarin of its produce and which agrees with his reports from the people I employed.

I do not know any other mode to recommend to you to dispose of the Circar share of it than to sell by outcry at Tutacarin.

It occurs to me to remind the Board that these Revenues take their rise in treaties which the Nabob framed with the Dutch but which were never ratified and that these treaties impose a confession on the part of His Highness of infinitely more value than the inconsiderable sums we are now to receive on account.

I have the honour to be

Gentlemen,

Your most obedient humble servant,

(Signed) BENJAMIN TORIN,

Collector.

Tinnevelly,

June 1792.

The Board confirm the remission which Mr. Torin has recommended to be granted to the renter of the pearl fishery amounting to Pagodas 7950³ with respect to the chank. They acquiesce in his proposal of disposing of it by public sale at Tutacoria. Agreed therefore that he be directed to report the proceeds for the information of the accountant.

True Extracts and copies (Signed) J. HODGSON.

From Maphoonz Cawn to the Chief of Tuticorin dated in 1745, 9th January.

The merchants inform me that your people prevent the fishery and therefore that the boats and crew have returned. It is reported that in the last fisheries held for four successive years, not less than one thousand boats were employed and that every boat returned heavy laden. I am now informed that you intend to send but fifty boats; this is not proper. As a Durogah is appointed for the superintendence of the fishery of Tutacoria and Coil it would have been proper that you carried on the fishery to his wish. The boats and crew going to sea without his orders was improper; therefore you will publish a notification of the fishery and collect from 4 to 500 boats and send them to sea accompanied by the Circars people according to custom and allow the Circars its share of the fishery. This will be a mark of your friendship but if you act contrary to orders, you will in such case be on your guard, as you will then have to submit to the consequences thereof. Consider maturely and conduct yourself according to orders.

From Raja Hookomut Ram in 1766—

You are apprized of the orders received from the Huzoor regarding the fishery. As the season was past, the fishery was prevented. As the season for the ensuing fishery is now approaching two Enayetnamahs have been received. Consequently the Circar's people will be there soon. The custom heretofore observed is well known. His Highness the Nabob is now at Trichinopoly.

From Raja Hookomut Ram in 1766—

Before this I received your letter regarding the fishery which I transmitted to the Huzoor and I informed you that the Circar's people will be soon there on account of the approaching season for holding a fishery. I am now informed that you intend to send boats for the purpose of examining the state of the banks. To report upon this matter, I have sent Venkatnarain Iyah thither, and he will visit you. The friendship subsisting between you and us is of old. As the Circar is much interested in the fishery, I trust, you will conduct the same in the presence of Venkatnarain Iyah. You will be pleased to advise your intentions and of the day fixed for the commencement of the fishery, that I may send the people according to mamool.

From the same—

I now send by Ramchander Josee and Abdoor Rosoor an Enayetnamah and khilait favourably sent you from the Huzoor. The friendship existing between the Nabob and your superiors being of long standing, I am confident that you will carry on the fishery in strict conformity to the mode observed from the period of the Carnatic Government.

From the same—

I received a letter from Ramchander Josee informing that if I send the Circar's boats with the colours, he would in concert with you conduct the fishery. I now send two Circar's colours by Meer Mokrumally. The boats will proceed thither from Coilpatnam &c., and I rely that you will in every respect act according to mamool with the knowledge of the circars' people. Meer Mokrumally will make frequent reports to me of the process observed by you which I shall regularly report to the Huzoor. By the favour of God many respectable persons will assemble at the fishery bringing with them whatever furniture is required for speculation.

From the same—

I am informed by Meer Mokrumally and Ramchander Josee that the banks of Tutacoria Poona-coil Manapara having been found to contain young oysters that it is your opinion a fishery cannot take place this year, that a fishery is now carried on at Mannar though no mention is made of it in my letters nor yet in the Enayetnamah from the Huzoor. You have twice written to the Huzoor as well as to me. A fishery is now held at Mannar and as that place is under the Circar and it is mamool to

keep the Circar's people present during that fishery as you will find recorded in your books therefore you will observe the mamool. Having heard that some part of the examination of the banks of Tutacoria and Mannar had been carried on without the Circar's people I was much surprised to hear it. You will be pleased to let me know the banks in which oysters have been found for I have information for certain that there are many oysters in several of the banks of Tutacoria for a fishery and that they contain much more oysters than those about Vypar and Manapar. Therefore I hope you will at all events carry on a fishery this year both at Tutacoria and Mannar, having the Circar's people present according to mamool. Meer Mokrumally and Ramchander Josee will inform you of the banks that will admit of a fishery.

From ditto to the Chief in 1766.—

You informed me that some gentlemen at Nagapatam and Columbo were speaking at the Huzoor regarding the Mannar fishery. It is nothing but proper since it is my wish that the Circar interested should be properly attended to.

From ditto to ditto in 1768.—

I have received your letter advising that Canjah Zamanlootheen Cawn, Abooth Alub Cawn and some merchants were coming from the Huzoor to go to Mannar and that after the fishery at that place is over the Tutacoria fishery may be held. When I receive information from you regarding the fishery at Tutacoria I shall then send the furnitures necessary.

From the same to the same in 1768.—

I have received your letter informing that the fishery conums are carried on according to mamool and that you would have the Circars man, Mooto Vira Pillai, present when the examination of the banks takes place. Such intention in you will be pleasing to the Nabob and His Highness will be glad to afford you his assistance in the examination and two of the Circar's boats shall be sent for that purpose.

From the Nabob Wallajah in 1768.—

I have received your letter, informing that this being the season for holding a fishery no time should be lost, as otherwise all the grown oysters would be lost, and therefore that proper Bundobust should be made in order that the Dutch Governors might conduct the fishery. Considering your establishments as my own, I have your welfare at heart. As this is the season for holding a fishery Mooto Vira Pillai and the persons whom Rajah Hookomut Ram will send thither will afford every assistance in their power for the benefit of the fishery, and I trust you will not be backward in contributing your best aid thereto and conduct the business in strict conformity to the mamool of old.

From Rajah Hookomut Ram in 1768.—

Having received a letter from the Huzoor directed to you, I sent it by Mooto Vira Pillai and you in reply wrote to me that if the fishery be held in this season, the Governor of Columbo would cheerfully attend to it. Having transmitted your reply to the Huzoor I have received orders to send Mooto Vira Pillai and other servants of the circar to Tutacoria for the purpose of being present during the fishery and I hope you will pay proper attention to the mode by which the fishery has been heretofore conducted.

From ditto to the Chief in 1768.—

I wrote you repeatedly before, the fishery should be conducted consonant to the mamool observed from the period of the Carnatic Government and you have also received Enayetnamahs from the Huzoor to the same effect. Mooto Vira Pillai having been to Mannar he informs me that the Dutch Resident at that place is making objections to observe the mamool which prevailed in the Carnatic Government. The friendship subsisting between us being of many years, it is not proper to start objections so inconsistent with that friendship. To act contrary to mamool is therefore improper. You will therefore write to the Resident at Mannar to be observant of the mamool and to secure to His Highness the Nabob his just share from that fishery.

From ditto to ditto in 1768.—

I have received your letter informing me that you have written to the Governor recommending that the Nabob's share should be given conformably to mamool of old. The friendship subsisting between us is inviolable and the mamool observed towards the Nabob is recorded with us and I have no doubt you will find it in the records of your office. The people who were sent to be present at the

fishery of the last year, having from private views acted contrary to the mamool of old, were punished according to their merits. Therefore I hope you will observe the mamool in this year. I have now sent Kasel Ram to you to confer on the mamool of old and to secure the Nabob's share, with instructions to be observed of the mamool towards the Dutch.

From Rajah Hookomut Ram to the Chief of Tutacurin dated—1768.—

I have received your letter expressive of hope that the long friendship which has subsisted between the Circar and the Dutch Company will not be violated but continued unalterable. Your people are notwithstanding preventing the fishery from being attended to according to the mamool which has prevailed from the period of the Gentoo Government; this cannot be pleasing to His Highness the Nabob. Though you have written to the Resident at Mannar to permit the fishery to be carried on consonant to the usage which has prevailed from the period of the Gentoo Government agreeably to an Enayetnamah from the Nabob to this effect yet he persists in not only making objections and causing delays but also in having taken up oysters without the knowledge and consent of His Highness's servants and is still employing the divers to fish oysters against their inclination. This circumstance cannot but be highly displeasing to His Highness the Nabob and prove prejudicial to your interests. As you are a sensible man, I trust you will particularly acquaint the Resident of Mannar of the mamool which has heretofore prevailed in the pearl fishery, and to permit that the usual tonies, in number twenty do fish oysters on the part of the Circar without further delay; and moreover enjoin him to permit such additional number of tonies to fish for the Circar as will compensate for the number of days not fished in order that the circar may sustain no loss.

From the same to the same in date.—

You have written to the Resident at Mannar to allow the Circar 96 stones and 5 divers per toney similar to those of the renter in order that it may prove satisfactory to His Highness the Nabob. This is very proper. I have reported this for His Highness's information who though in possession of lacs is notwithstanding desirous that the small benefit derived from the fishery from mamool should not be omitted. Such attention towards the interests of His Highness cannot but prove advantageous to your employers.

From the same to the same:—

It has been reported to me that you intend to fish chank in the seas of those parts adjacent to Tutacurin. If it be true, you will let me know, that I may apprize His Highness thereof, and acquaint you with his answer, when a trusty person shall be sent to be present on the part of His Highness the Nabob.

From ditto to ditto.—

You represent to me that the Governor of Columbo has a right to dispose off or to rent the Nabob's share of the chank fishery; all the places where chank fishery is held is within the jurisdiction of His Highness, and all mamool which have prevailed on the part of the Nabob until the Fasli 1149 are perfectly known to the Dutch Company. But you observe that during the chank fishery the Circar's people attended not as overseers on the part of the Nabob but merely as spectators of the manner in which the fishery was carried on. Several of your letters touching the pearl fishery are now before me. One disclaiming the Nabob's right to a share in the pearl fishery, the other stating that you have permitted the usual number of tonies to be employed in the pearl fishery on the part of the Nabob, the third stating that the Nabob's people have contrary to mamool sent boats to fish and the fourth that twenty tonies have been permitted to fish on the part of the Nabob similar to the renter so that you will soon after acknowledge His Highness's rights to a share of the chank fishery, in the same manner as you formerly did in the case of the pearl fishery. The demand of the Nabob to a share in the present chank fishery cannot fail. The divers and others residing in the sea ports in the Provinces of Tanjore, Ramnad and Shevaganga fish chank and dispose of it and the Circar's inhabitants at Muhammad Bunder (or Porto-Novo) also fish chank, which comes to the Circar. All these must be well known to you. Therefore whilst the sea ports in this Province belong unquestionably to the Circar, there can be no objections started to allow to His Highness his share from the chank fishery.

From ditto to ditto.—

I have received your letter, but as you take no notice of the observations contained in my letter in consequence of your objections about the chank, I conclude that you will without any further objection conform yourself to the mamool which has heretofore prevailed. In the last year you wrote me four letters regarding the Mannar fishery but you have not acted accordingly. If you now act amicably to-

wards the Circar its friendship towards you will greatly increase. Therefore it appears advisable that you be observant of the mamool towards the Circar and thereby to be deserving of His Highness's approbation.

As this is the season for examining the pearl banks, the tonies to be employed on the part of the Circar are ready. You will therefore be pleased to prepare your boats to accompany them for that purpose.

From ditto to the Chief at Tutacurin.—

I have received your letter requesting me to send you copy of your former letters regarding the chank fishery. I refer you to one of my former letters, as well as to the Dutch records relative to the chank fishery held in the management of Bauker Saib in Fasli 1149 for your information. You cannot but be aware to whom the chank fished in the Ports of Ramnad, Tondy, Soondrapondiyapatam, Manamelgudy, Porto-Novo, and in those parts of the coast where the Dutch have their factories, belong to; as you have not been very explicit in your answers to me I have written you twice officially on the subject. There are four letters in my possession one from General, the second from Captain at Negapatam written by order of the Governor of Columbo, and the third and fourth from you purporting that the Circar shall be permitted to have its share and to be attended to similar to the renters from the Company. It is therefore to be hoped that you will be observant of the mamool towards the Circar and permit His Highness's share of the boats to fish in the ensuing fishery.

You wrote me ere now that the chank fishery for the last four years has been stopped on account of the pearl fishery. You now wrote that you expect my answer regarding the examination of the pearl banks. I sent Mooto Vira Pillai thither with instructions to have the Circar's boats in readiness to accompany those on the part of the Dutch for the examination, and was hopeful that you will observe the mamool in this respect; but you wrote to me that only toney was quite sufficient. Whether one or two tonies are employed on this business is a matter of indifference, but it is proper that there should be two on the part of the Circar.

From Aminooddeen Ahmed Cawn Bahadur to ditto in 1773.—

I have received your letter expressive of your friendly disposition towards the Circar which is extremely pleasing to me as what you have written relative to the pearl fishery cannot be attended to without authority from the Huzoor. I have therefore forwarded your letter to the Huzoor. Whatever orders are received thereon shall be attended to. As you are a sensible man, you will of course observe the mamool towards the Circar, and not commence the fishery until His Highness's pleasure is known.

From ditto to ditto.—

I received your friendly letter. your former letter has been sent to the Huzoor. I have now again written and the orders I receive shall be immediately communicated to you. If you should receive any letter from the Huzoor before me, you will be pleased to let me know the contents. Until the orders of the Huzoor are known you must not commence the fishery.

From ditto to ditto.—

I have received your letter complaining that the fishery off Tutacurin, Ramnad and to the north of it are prevented. This is not owing to any orders from hence. Your two former letters have been duly transmitted to the Huzoor, and I have also written what I thought necessary and proper for His Highness's information, and have prepared whatever may be required in the event of a fishery taking place which I should not have done if I meant to stop the fishery. By this you will be convinced that it is not my wish to prevent it. I repeat my desire that you will not attempt to commence the fishery until His Highness the Nabob's orders are received.

From Syed Muhomed Cawn to the Chief at Tutacurin in 1773.—

I have received your letter, notifying your intention to have the pearl banks examined agreeably to orders from your superior and therefore expressing your desire that a public servant of the Circar be sent to be present during the examination and that a boat be also employed on the part of the Circar. I have despatched your letter to the Huzoor and the orders received thereon shall be obeyed.

From ditto to ditto.—

Having communicated to the Huzoor your desire that a boat on the part of the Circar be sent to be employed in the examinations of the pearl banks &c. I am commanded by His Highness the Nabob to demand to know from you by what authority you take upon yourself to require that a boat on the part of the Circar be sent for the examination of the banks and that a Circar's servant be also sent to be present, and to observe to you that far from making such a requisition it is your province to wait until the circar thinks proper to send the boat and depute a person thither to be present on the part of the Circar and then to let your boat accompany that of the Circar for the examination of the banks—because the coast where the fishery is held is immediately attached to the Province under His Highness's, exclusive authority, that therefore until this misunderstanding relative to the right of holding a

fishery is adjusted, you will not attempt to begin the fishery and that if you presume to do it, you trade on these coasts will to a certainty be prevented and abolished.

From Mahomed Ettabar Cawn Bahadur to the Dutch Chief in 1785.—

I have received your letter dated 12th December desiring that a Circar's servant and boat be sent for the fishery. Cawjah Kamalootheen Cawn with a letter from His Highness the Nabob being arrived at this place, I shall send him thither in two or three days; to whom you will show such respect as is due according to mamool to the principal servants of the Circar which will meet with His Highness's approbation.

From Cawjah Kamalootheen Cawn to the Chief of Tutacurin.—

I am to inform you that His Highness the Nabob having deputed me to proceed to Tutacurin on account of the fishery, I am arrived at this place. As you applied to Ettabar Cawn for people to be sent on account of being present at the examination of the banks. I therefore now send to you Shaik Dawood Mercoy, and Ramchandra Naik, Dubash (who has been sent from the Huzoor with me) with whom you will confer on the subject of the examination and write to me what appears to you necessary without delay, as I am busy in preparing the necessary materials which may be required for the examination, and when ready shall proceed myself to Tutacurin.

From Ettabar Cawn to the same dated 23rd December.—

As you have written to me that a Circar's servant and boat be sent on account of the examination of the pearl banks, Cawjah Kamalootheen Cawn has accordingly sent his men to you. I am now to inform you that Mr. Dott is deputed by His Highness the Nabob to proceed to Tutacurin for the purpose of arranging the concerns of the fisheries with you. As this is the season for holding the fishery I hope you will manage so as to prove advantageous to the Circar.

From ditto to ditto dated 26th December.—

I have received two or three of your letters and in answer thereto am to observe that my representations to you have not been contrary to mamool. You say it is also contrary to the contracts recorded in your duffer. As I am unacquainted with the nature of the contracts referred to by you I desire that you will send them to me, in order that I may be enabled to reply thereto. You inform me that the monigar of Attoor has stopped the conveyance of a bundle of cloths you sent for to make flags for the boats to be employed in the fishery. As the fishery is one of His Highness's concerns, I have directed the Amildar to permit the pass of the cloths to Tutacurin. I have forwarded to the Huzoor the letter from the Governor of Columbo.—

From His Highness the Nabob to the Chief of Tutacurin dated 25th January 1785.—

Mr. James Dott of the Circar's service, being deputed to proceed to the Governor of Columbo for the purpose of arranging matters regarding the fisheries, I request you will without delay give him a passage in the first ship to Columbo.

From Ettabar Cawn to ditto in 1785.—

I have received your letter apprizing me that the bank-shells and materials for the pearl fishery are all cleansed and ready and that the commencement is delayed by the non arrival of the Circar's servant and boats, I have given orders for them to proceed immediately with the materials required for the fishery, and they will soon arrive there.

From Ettabar Cawn to the Chief 19th August 1785.—

I have received your letter stating that as doubts have arisen in consequence of your having opened the oysters without having the Circar's servants present, you would in future avoid doing so and not open the oysters unless they are present. To this I must observe that it appears you consider the servants of the Circar as one of the many speculators about the bazars at the fishery. If so your friendship with the Circar cannot surely increase. As Mr. Dott will soon be there he will confer with you at large on the subject.

From Ettabar Cawn to the Chief dated 11th February 1786.

I have received your letter informing me that you were prepared to commence the fishery on the 1st March, but delayed on account of the non-arrival of the Circar's servants and boats according to mamool. Whatever be the mamool between the Circar and the Dutch, you must observe and attend to.

From His Highness the Nabob Wallajah, dated 17th March 1786.

Ettabar Cawn having reported to me of your exertions towards the fishery, I trust that the Governor of Columbo and yourself will carry on the Fishery consonant to mamool and thereby preserve the friendship which has subsisted between us, which cannot but prove advantageous to your concerns.

From Ettabar Cawn to ditto 26th February 1786.

Having written to the Huzoor regarding the fishery concerns, I have received orders to see it carried on. You will therefore be pleased to hoist the usual flag for the information of the public and cause the speculators to assemble from different parts of the country. The boats and divers will be ready at the different places.

From ditto to the Chief dated 15th January 1786.

I have received your letter in Dutch and the ten notifications which accompanied. You will be pleased to publish for general information that as a Pearl Fishery has been authorized, all persons who may wish to propose for renting it are required to assemble, at the spot where the Circar's flag is hoisted, by the 26th Instant. I herewith enclose a form for publication. You will be pleased to read it and send me an answer immediately. If you insist upon making the publication according to your own form, I shall be obliged to report to the Huzoor thereon previous to publication. As the fishery is held in the Circar's country and it is a concern in which the Circar is interested, it is proper that His Highness the Nabob's name should be placed before yours.

From Ettabar Cawn to the same dated 29th June 1786.

I have received your letter and understood the contents. I have written to Mr. Dott on the subject of the account transmitted by you for 1,000 P. N. Pagodas.

From ditto to ditto in 1786.—

I have received your letter dated 8th and 9th of April, stating that the banks being found to contain young oysters and the pearls in them no advantage, that a fishery could not be held, that the new contract agreed to at Columbo provides a moiety of the fishery for his Highness the Nabob, that Mr. Dott is acquainted with this agreement, that the fishery is prevented by the violent winds and that it split one of the tonies.

Such intelligence can only be pleasing to you. You first wrote me that a fishery could be held this year, and in consequence thereof Cawjah Kamalootheen Cawn Saib was sent hither from the Huzoor. You wrote to Columbo for the materials required for the fishery which should commence on the 1st March, and therefore that the best tonies and divers as could be had should be kept in readiness. Consequently I deputed Mohamed Ismoil Tawyer and Mooto Verupillay thither to be present at the examination. It was necessary that two additional boats be employed in the examination, but I am informed you objected thereto, that you opened the oysters in the absence of the Circar's servants, and had the banks examined a second time, that the number of oysters brought up by you and Circar boats amounted to upwards of 200, and that the estimated value of pearls found in 1,000 oysters was 6½ fanams (*if you had ere now estimated at 3 fanams it could be considered as a good fishery but as it is valued for 6½ fanams it must be considered

*I cannot comprehend the explanation given of this part of the letter.

a profitable fishery.) Since you mentioned of this circumstance to me a month has elapsed. Had you employed from that time till now from one to two hundred boats every day, there would be a profit of lacks but you do not appear to be inclined for carrying on the fishery. Thus has time been wasted in vain and you have been unmindful of the Circar's interest. I know not your reasons for having done so. The Circar has already incurred much expense on this account. What must be the consideration at the Huzoor in consequence—you injure your own interests by such inattention.

From ditto to ditto in 1788.—

Mr. Buchanan having written about the chunk, I have wrote to the Huzoor but have not hitherto received an answer. You will be pleased to inform me particularly whether there are more places where chunk may be fished than those where chunk has always been fished, the number of places, and to what places the chunk Fishery is now confined.

From ditto to ditto in 1788.—

I have received your letter. I shall order all the merchants in my province to repair thither, and also inform the merchants in Ramnad, Shevagunga and Tanjeor to assemble also for the purchase of the chunk.

From ditto to ditto in 1788.—

During Mr. Irwin's administration in this province, Mr. Dott held the chank fishery under amani and paid a great sum of money, but you write to me that it cannot now be held under amani but under rent. You will hold the chank fishery under whichever system appears to you as proper and calculated to prove profitable to the Circar. As for what you wrote regarding the oysters, I have reported thereon to the Huzoor. Let me know the materials required for this business.

From ditto to ditto in 1788.—

You wrote me that the chank ought to be disposed off by renting it and I wrote you in answer, "very well."

From ditto to ditto in 1788.—

I am informed that you have confined a Parowa in the Fort of Tutacarin for having given a declaration that some of the chank divers had sold pearl oysters in the Rack bazar. How could the divers of chank find oysters where they fish for chank. This is not a trifling matter. Your concealing the guilty person, and confining the informant for having given the information is very improper. Therefore let me have your answer.

From ditto to ditto in 1789.—

I have been informed of the contents of your letter to Mr. Buchanan which are contrary to mamool on account of the chank business. I have sent Mahomed Ismoil Thayer Sankragree Pundit, Shaik Mahomed Mercoy. You will receive and shew them the respect according to mamool, and conduct the chank concerns so as to prove profitable to the Circar.

From ditto to ditto in 1789.—

I have received your letters and have directed the Monigar not to molest the inhabitants of Poonacoil.

From His Highness the Nabob to the Chief of Tutacarin in 1785.

As the pearl fishery of Tutacarin is entirely under the management of the Circar, I shall depute proper person, thither. In the interim, you will, according to former orders, carry on that business with correctness.

From Mahomed Jaffier Cawn, 10th January 1793.

Shaik Mahomed Mercoy being sent to Tutacarin you will be pleased to have him present, and set apart the Circar's share of the chank fishery for which purpose you will collect all the divers you can.

From Mahomed Jaffier Cawn, 28th January 1793.—

In the time of Ettabar Cawn, not less than 200 divers were daily employed in the chank fishery but I am surprised to hear that no more than 50 divers are now employed by you. At this rate there can be no profit whatever in the chank fishery. You will be pleased to employ 200 divers daily for the chank fishery as usual.

It has been reported to me that the fishermen are fishing at those places where the chank and pearl oysters lay. You will be pleased to prohibit them.

From ditto to ditto 8th May 1793.

From the chank fished you will be pleased to send for my inspection 10 or 15 chanks of each sort

From ditto to ditto in 24th September 1793.—

Agreeable to your desire, I send a person by name Suncaragee Pundit to be present during the sale of the fishery which you will try to sell off at a rate somewhat profitable than the last year. As the season for the pearl fishery is approaching, you will let me know the time you fix for the examination, that I may report to the Huzoor for orders.

From ditto to ditto dated 11th October 1793.

I have written to the Huzoor regarding the pearl fishery and shall inform you of the answer I receive. The chank fishery you will dispose off in such a manner as may be profitable to the Circar,

From ditto to ditto dated 30th October 1793.—

I received letters from both you and Suncaragee Pundit, touching the pearl and chank fisheries but do not see the business in forwardness. If therefore you can make it convenient to come to Tinnevely we can have a personal conference, or shall give you a meeting at Shivilpeny for that purpose Mr. Powney will accompany me to Shivilpeny.

From ditto to ditto dated 3rd November 1793.

Your having written to me that the chank fishery ought to be held under amani, being approved, you will be pleased to hold it accordingly. About the examination of the pearl banks I have written to Suncaragee Pundit. If you will give a meeting either at Alwar Tinnevely or Shivilpeny in 5 or 6 days, we shall then confer on the subject of the Fisheries.

From Jaffier Cawn to the Chief at Tutacarin dated 11th December 1793.

As you repeatedly wrote to me about the examination of the banks I therefore prepared the necessary boats and sent you, but you now inform me that it is delayed on account of the weather not permitting it. I request you will inform me of your opinion when the wind and blowing will cease, and the examination and fishery attended to or whether a chank fishery cannot be held this year, that I may report the same to the Huzoor.

From Rajah Hookomut Ram in 1766.—

I have received your letter requesting that the merchant's boats which had been driven to Vypar by stress of weather and secured by the Monigar at that place, be ordered to be restored. Sometime ago one of your boats having been similarly driven thither I ordered it to be restored in compliance with your request. Consequently you now write to me making a similar request in favor of foreign merchant. I therefore directed Mahomed Away the Killedar of Vypar to restore the tonies in question and you will send me your receipts for them. Agreeably to your request I have ordered that the gunny weavers be sent to you, and to permit them to supply you with the required number of gunnies.

From ditto to ditto in 1766.

As the Sady Talawen and other Parawa inhabitants of Tutacarin are from long time past the subjects of the Circar, pay a tribute to it, and reside on the Circar ground, it is not necessary for the Circar to inform you with any communication that the Circar may have to make to the Sady Talawen or any other Parawa inhabitants.

From Syed Mahomed Cawn to ditto in 1771.

Having been informed that a large sloop had been driven ashore at Perizkareh on the coast, I ordered it to be secured for the Circar according to the custom hitherto predominant but I am informed that the Factor at Manapara has claimed it as belonging to the Dutch Company and that he has put a restraint upon it and intends removing it thither. I desire you will enjoin him not to attempt to remove it from thence until further orders. I shall write to the Huzoor on this subject and you may do the same. Whatever orders are received shall be attended to.

From ditto to ditto in 1771.

I have received both your letters by your Dubash and Arachee and understand the contents. You say that the Circar's people have stopped the sale of your paddy. As Tutacarin and its inhabitants are immediately under the Circar's authority your sending for grain from other villages and selling it to the inhabitants of Tutacarin cannot but prove detrimental to the Circar. This is inconsistent with your friendship with the Circar, and therefore improper in you.

The Circar has in store a sufficiency of grain for the consumption of the inhabitants of Tutacarin. Therefore whatever quantity you require may be issued from the Circar for that purpose. Whilst it is so, your having grain from foreign countries imported at Tutacarin appears unnecessary but you may do as you please. The grain so imported by you, you are only to sell to the people belonging to the Factory and not to the inhabitants of the Circar. Whatever articles you send for the use of the Factory shall not be stopped by the Circar's servants while you are not to sell them to the subjects of the Circar.

From ditto to ditto in 1771.

Having written to the Huzoor for instructions regarding your claim to the articles shipwrecked, I have received orders to restore them to you. It has been the mamool of old that if the articles of such ships, sloops, tonies etc., which may wreck on the coast of this Province be cast ashore

those were taken and secured for the Circar as its right. In the Fasley year 1172 and in Mahomed Issoooph Cawn Commandant's administration, a French Vessel was wrecked on this coast and cast at Vypar, which he secured. In 1178 in the management of RAJAH HOOKMUT RAM, two merchant vessels having been cast at Colasagrapatam, they were also zupted on the part of the Circar. Since I have succeeded to the management, a toney laden with the cocoanuts and jaggery was cast at Trichondur which was also zupted, so that neither of these shipwrecked articles and vessels were restored by the Circar. As a proof of what I have advanced I herewith enclose a certificate from the Canongos of Tinnevely as copied from his records. I have thus given you this information to convince you that His Highness has been pleased to order the restitution of the wrecks cast, in compliance with your desire, as a mark of his sincere friendship with your Company.

From Hookmut Ram to the Chief of Tutacurin in 1766.

As you have written to me complaining that the Circar's servants were demanding taxes on cloths more than mamool, I have sent directions to the Amildars not to demand more than warranted by mamool.

From Syed Mahomed Cawn 20th January 1773.

I have received your letter signifying that two bundles of cloths which you sent for from Manapar had been stopped for duty and that as this was contrary to mamool requesting I would send orders to let the cloths pass free of duty. Though upon proper enquiry I am given to understand that all cloths passing to Tutacurin for the use of Gentlemen residing there are subject to duties, yet in consideration of your having repeatedly written to me on this trifling matter, have sent orders to the Monigar of Coilpatam to let the two bundles pass for the present but to pass no more in future without the duties paid.

From ditto to ditto dated.....1773.

The Coilpatnam monigar has reported to me that the Factor at Manapara had at midnight sent off his toney laden with jaggery without paying any duty thereon and in disregard of his restraint. About a month ago, you having prepared two boats laden with jaggery and designed to pay the duty on one, and to send off the other without paying the duty, the monigar consequently prevented you from doing so, whereupon you complained of it, and I had written orders to the monigar to receive the duties if it was mamool.

The Factor's conduct in having thus sent off his toney at midnight is very improper. You will therefore be pleased to check him for such unfair act, and direct him to pay the mamool duties on the Jaggery.

It has also been reported to me that some of your people had caught a cow whilst grazing in the fields of Colaagarapatam and had slaughtered it. This is a very improper act. You will see the necessity of punishing the persons who did so, severely and enjoin your people against similar acts in future.

From Syed Mahomed Cawn to ditto in 1773.

I have received your letter advising that two bundles of cloths which were sent for from Manapara to Tutacurin for private use had been stopped by the Coilpatam Monigar for duty, and requesting that orders be sent to pass them free of duty according to mamool. Upon enquiry I find that all cloths purchased in the villages on your account and brought to Tutacurin were subject to duties and that the Monigars have not now demanded duty contrary to mamool. You will however send me an account of the quantity of cloths required per annum for your immediate use and I shall direct that so much cloths be passed for you duty free.

From Syed Mahomed Cawn to ditto dated in 1773—

I have received your letter, informing that two bundles of cloths belonging to you have been, on their way from Manapara to Tutacurin, stopped by the Monigar of Coilpatam for want of duty. Your Arachee and Parawas having some time ago taken by sea to Tutacurin a bundle of cloths and two cows and calves which they purchased for you at Vcerapandiapatam, they were stopped by the Monigar on account of duty, and released after the mamool duties were paid by the Arachee Peon who then passed a Muchilka to the Monigar, copy of which I herewith enclose for your information. Nothing contrary to mamool could have passed from thence. You will therefore give strict orders to your people to observe the mamool in every respect.

From Syed Mahomed Cawn in 1773—

I have received your letter and understand the contents. You say that the weavers in Alwarannevely, Korumboor and in other Talooks of Tinnevely are prevented by the Circar Monigars from attending to their engagement with the Dutch Company.

Having received orders from the Huzoor to make up a number of tents, orders have been sent to the Amildars to purchase 10,000 catchays. As the weavers you mention belong to the Circar Talooks, they will ofcourse be obliged to furnish the Circar with what is required before they can sell their cloths to merchants. Of this you must be sensible.

From ditto to ditto in 1776—

I have received your letter, advising that the Circar's Monigars are preventing the purchase of cloths on account of the Dutch Company and requesting I would give orders against such interruption. As the advances you make to the weavers in Pagodas are exchanged by them in other countries, and as the Circar is much in want of Pagodas to remit to the Huzoor, you will be pleased to deliver to the Circar's Monigar the amount in Pagodas, and he will make the advances to the weavers and procure the cloths for you.

From Ettabar Cawn to ditto, dated 17th July 1778—

I have received your letter and understand the contents. You say that the Amildar has stopped the importation of paddy brought merely for the use of the Factory of Manapara, which you had however landed because the Amildar was not present. Your having landed Paddy, in disregard of the Amildars' interdiction, appears very improper. You will be pleased to avoid such acts in future. From partiality towards you, I have now directed the Amildar to take off the restraint upon the grain in question.

From ditto to ditto, 7th Shaban 1778—

I have received your letter and understand the contents. You complain that the cloths and chunam purchased on account of the Dutch Company is stopped by the Junkon Monigars. As I know not on what account these are stopped, I send Shumshur Deon Commandant and others to you and they will acquaint you with the affairs. I trust you will do nothing which may be contrary to mamool.

From Teermalyappa Moodely in May 1778—

I have received your letter and understand the contents. You say that from the cloths brought from Ervady to Tutacurin, the Junkon Monigar had taken two pieces on account of duties, and that the Monigar of Colasagrapatam requires custom for the Panans brought for the use of the Factory, and request I would give orders to the custom people against acting contrary to mamool.

From ditto to ditto in 1778—

It has been reported to me that the Parawa and other inhabitants of the kusbah had at night carried off some pieces of chintz without regarding the Monigar's arrest, and that some time ago another merchant having carried some chintz the Junkon Monigar had sent a peon and sepoy, after him to receive the customs, but that the Parawars assembled, shoved off the peon and sepoy and took the merchant into the Fort of Tutacurin. In consequence of this very offensive conduct I request you will punish those Parawars for such contumacious conduct and fine them also which fine you will pay to the Junkon Monigar and report the same to me.

I have also heard that a Mr. I. Stevens having purchased a quantity of chintz, had sent them off in his toney without paying the custom. You will be pleased to enjoin him to pay the custom, and to send the cloths by land and not by sea. Otherwise I shall hold you responsible for the duties.

From Shoick Mahomed Ally Naib to Ettabar Cawn in 1785—

Mr. Dott has heretofore exported cloths by sea to Tranquebar, but I am informed that you now demand on account of the cloths, and direct that the cloths, shall in future be sent by land after obtaining a passport from you. I am to desire that you will not adopt any measures contrary to mamool and not prevent the pass of Mr. Dott's bales. If you have any dispute let me know for adjustment.

From Hookmut Ram in 1766—

I have received your letter and understand the contents. You mention that the people belonging to the Circar's Detachment are committing disorders at and about Tutacurin and molesting the Parawa and other inhabitants. The Circar's villages cannot surely be troubled by its servants, but by evil minded people who shall be punished with severity. I have, in consideration of your complaint, written to the Commander of the Detachment to make proper enquiry and to issue such orders as will effectually prevent the troops from causing any disturbance at Tutacurin and its dependant villages. I have just received information that people belonging to the enemies of the Circar have purchased gunpowder and lead balls &c. at Tutacurin. It is probable you may be unacquainted with this circumstance and under such supposition give you this notice that you may be careful to prevent such commerce. Since there is no difference between us, your preventing the enemies of the Circar from being supplied with grain and other articles of consumption from Tutacurin will be considered a mark of your sincere friendship with the Circar and render it more and more firm.

From Syed Mahomed Cawn to the Chief at Tutacurin in 1771.—

It has been reported to me by the Amildar of Panjemahal, that the Factor at Manapara has improperly received from the Parawas the tribute payable by them to the Circar and of having afforded protection to such of the head inhabitants of Colasagrpatam as are indebted to the Circar. Such conduct on the part of your people is highly improper because it is not consistent with the friendship subsisting between you and the Circar, and may therefore tend to your disadvantage. You will therefore be pleased to write to the Factor at Manapara on the subject of the Amildar's representation and direct him to desist from such improper conduct, to withdraw immediately his protection from the inhabitants and to refund the money he has received from those Parawas; otherwise I shall adopt such measures as will effectually prevent your people from similar interference in future.

From ditto to ditto in 1774.—

I am much surprized to hear that a number of the Parawas had not only carried off to Tutacurin the grain and other articles they purchased in some of the villages without paying the duty thereon but also of having ill treated the junkom man for having demanded it, and of having also taken away some money he had about him. I therefore request you will on receipt of this letter, send to me the owners of the grain &c., and such other Parawas concerned in the affray in order that I may make proper enquiry into it. If you refuse compliance and afford protection to these people, I shall in such case be under the necessity of detaching proper parties to the different set ports to prevent all articles from being either sold or purchased by the Parawas of Tutacurin, and nothing shall be passed to Tutacurin without special orders and payment of duties. If the disturbances which the Parawas have committed be reported to the Huzoor, it will irritate his Highness greatly against you. Therefore it will be proper that you send the Parawas thither without delay.

From ditto to ditto in 1774.—

I have received your letter complaining that the renter of Colasagrpatam is purchasing jaggry from the inhabitants of Manapar and requesting that he be prevented from doing so. Though the Circar is much in want of jaggry and chaya root I have nevertheless in consideration of your request written a takeed to the renter on the subject.—

From ditto to ditto in 1774.—

I have received your letter informing me that the Amildar of Tutacurin having punished one of your Parawas for having been detected in stealing, he fell sick and died consequently that you sent people to bring the Amildar before you for the purpose of enquiring into the affair and to punish him if found guilty, but that he had effected his escape to Tinnevely—therefore requesting me to send him to you for examination? The nature of this letter has surprized me much. From whence have you derived so much authority. The Amildar could not have punished the Parawa without cause. If the Circar's servants are actually guilty of improper conduct you should send your people to be present at the Huzoor Cutcharry. If you will now send your dubash with the necessary witnesses I shall examine the Amildar regarding the accusation you have preferred against him.—

From ditto to ditto in 1774.—

Mahomed Ahthee, a mogul of Trichinapoly having been murdered by the marawars of Nangancherry whilst on his way to Maleyalom, Travencorve and plundered his two horses and other valuable articles to the value of 3000 Pagodas, a detachment has been consequently sent to punish the Marawars. At the appearance of the troops they took their flight. They were pursued and several made prisoners. I am now informed that some of the fugitive Marawars have taken protection with you, and that one of the mogul's horses has also been seen with you. From the intimacy existing between you and the Circar, it is to be hoped that you will not afford protection to such rebellious subjects of the Circar, and that you will, according to your engagement to be obedient towards the Circar, either seize and deliver them to the Circar's authority or take measures to drive them out from your Talook. The Parawas may have given them protection without your knowledge. I have sent Apheez Syed Ally thither to make minute enquiry in the abovementioned report—and I request you will seize and deliver to him such of the Marawars as may be pointed out to you to be concealed at Tutacurin. Moreover I am to inform you that in consequence of the Poligars of Tinnevely withholding their Peshcush, the Circar's troops have been detached to the different Pollims to punish them for their refractory conduct, to collect the balance and to bring them to obedience. A party has also been sent to Panjalumcurchy for that purpose but I am informed that this Poligar has sent several of his relations and treasure to be concealed in the village of Tutacurin under your protection. Though I do not, from your friendship with the Circar, believe this report, yet it is necessary to warn you against affording the Poligars any protection against the Circar but to drive them out if you have any regard for the welfare of your Company, which conduct on your part will prove conducive to promote the friendship of your Company with our Circar.

From ditto to ditto 4th Rajeb. in 1775.—

The cavalgars of Singumpetty at the approach of the Circar's troops having fled from thence towards the hills are supposed to have taken his road towards Tutacurin and Manapara. In such case I trust that far from giving them any protection, you will take measures to secure and deliver over their persons to the Circar's troops, who will be there immediately, which act will render your friendship with the Circar secure.

From Syed Mahomed Cawn to ditto dated 25th Shaban 1775.

The Poligar of Panjalumcurchy being considerably in arrears, it has been expedient to send a detachment against him, and if he opposes the Circar's authority he shall by the favor of God, be punished with death if not siezed alive. In the event of his flying towards Tutacurin, or any part of his property be sent thither to be concealed, I am hopeful that you will seize his person and in the latter case, secure them and report for my information. This conduct on your part will certainly increase the friendship subsisting between the Circar and your Company.

From Syed Mahomed Cawn dated 21st Shaban 1775.

I have received your letter complaining that the Panjemahal Amildar is doubting the Parawas of Tutacurin and Manapara to pay taxes more than warranted by mamool, and requesting that orders be sent him to observe the mamool. I have accordingly sent orders to refund whatever may have been received contrary to Mamool.

From ditto to ditto dated in 1775.

Understanding that the Factor at Poonacoil has stopped the pass of tonies laden with provisions for the use of the Circar's detachment (which has been assembled for punishing the rebellious Marawars of Nangancherry), under the supposition that the tonies belonged to merchants, I am to request you will direct him to let them pass without the smallest delay.

From Ettabar Cawn to ditto dated 12th Zekhaida 1777.

As Pitchandy Chetty of Colasagrpatam withholds payment of considerable balance due by him to the Circar, I request you will cause such of his property as may be at Tutacurin to be delivered up to the Circar's Monigar without delay.

From Ettabar Cawn to ditto 24th Jamatheus Sanni 1778.

The Monigar of Tutacurin has reported to me of an affray between the Parawas and himself relative to the drawing water from a well near Tutacurin, wherein none but Barhmins had always drawn water. It was my intention to send for the Parawas and the Monigar and Sumperdy, but not knowing whether or not you are acquainted with the particulars of the affray, I now write to you requesting information from you regarding what has passed.

From ditto to ditto 27th ditto in 1778.

I have received your letter relative to the affairs of the Parawas. The Canongoes affirm that the Parawas are tributaries to the Circar from old and under their immediate authority, and that you have no authority over them, notwithstanding which orders were erenow issued to the Amildars to observe the mamool. It is with much surprize I have now heard that the Parawas have behaved very insolently towards the Circar's Monigar and Sumperdy on account of the water from the well in question and that you took no manner of notice thereof though made acquainted of it. By the help of God, you will soon see the consequences of such disobedient and disrespectful conduct towards the Circar.

From ditto to ditto dated 25th Razeb in 1775.

I am given to understand that you are in every respect acting contrary to mamool as to prove detrimental to the Circar by suffering the Parawas to act contrary to mamool. By the explanation given by your Dubash, I have understood the affairs of the well dispute, and of the Bungalow constructed by you at the Tope. Your Dubash has this day engaged not to sell any grain or to build any houses contrary to mamool and to send the Parawas who have been found guilty in the late affray to me. This letter you will preserve as it will be of use hereafter.

From Ettabar Cawn to ditto dated 18th Rumzan 1778.

I received your letter saying that Shumsherdeen, commandant, would communicate all matters to me for my information and that you would receive a fine from them for the crime they have been guilty of.

As the Parawas have hurted the cars of the Monigar, beat the Sumperdy and committed the most flagrant crimes notwithstanding they are the subjects of the Circar and residing on the Circar grounds. I request you will make no delay in sending them to the Huzoor. Your Dubashe have also publicly declared at the Catcherry that they were blameable and that they would send the Parawas hero in the course of 10 days. I have therefore returned them and expect you will observe the promise they made to me.

From Shaik Mahomed Ally Naib to Ettabar Cawn in 1785.

I have received your letter that the Monigar of Colasagrapatam is unjustly molesting the inhabitants, and that the Vypar Monigar has also collected some money from the Parawas, which was contrary to mamool. I have agreeably to your request sent the necessary orders to them.

From Ettabar Cawn dated 28th September 1780.

Though it is my desire that a friendship between you and me should subsist, in the same manner as the friendship between his Highness the Nabob and your Company, yet it appears that neither you nor your people do properly appreciate this my good intention for though I repeatedly wrote to you to send the Sady Talawen to me, you have not hitherto done so. He is a subject of the Circar and as such has paid his tribute to Messrs. Irwin and Dighton, and to Syed Mahomed Cawn, the Manager.

From the Nabob to ditto dated 25th Zeykada 1785.—

Expressive of His Highness's satisfaction at the treaty of future good understanding and of trade concluded between the English Company and the Dutch and then observing as follows—I had hoped that from friendship and obedience towards the Circar its mamool benefits derived by your friendly assistance in trade would meet with no impediments, but I understand from my Regent at Tinnevely that you pay no regard to the mamool, that you have constructed a Bangalow and made a garden on the Circar grounds without permission, that you have withheld the renter of chank from attending at Tinnevely and that you have sent for a supernumerary number of malays to Tutacorin. Such conduct on your part cannot meet with my approbation—As the Factory of the Dutch is built on the Circar grounds and your trade carried on along the coast under my jurisdiction, you lay entirely at my discretion whether or not to permit such conduct at Mapaloor about 3 miles from Tutacorin. Your building a Bungoloe &c. on the Circar grounds and designing to take up that ground by your residency there, cannot be admitted. You will deliver up the chank renter to my Regent at Tinnevely and you will send back all those people you have additionally sent for from Tutacorin, and deviate not a hairs breadth from the mamool, by which alone you can be deserving of my favour.

From Ettabar Cawn, 1st December 1785.—

It is my wish that the friendship between the Circar and the Dutch Company should increase but you prove an obstacle thereto. The Parawas you sent to the Monigar at Attoor according to his request, were brought away by your sepoys after molesting the Circars people. In consequence of my orders they did not retaliate the offence. Whilst the Parawas are the subjects of the Circar and pay their tribute, they are bound to obey all orders sent to them. You will therefore send them to me. You claim the timber &c. which was cast ashore at Derindagareh. It has always been the custom to secure them for the Circar. Of this you must be aware. I have acquainted you of the mamool and have reported your claim to the Huzoor.

From ditto to ditto in 1785.—

I have received both your letters. You have not yet sent the sady Talawen to me. The Parawas only arrived. I have spoken all that was necessary to them. You are well aware of all that ought to be done and I hope you will do all that is proper consonant to mamool.

From ditto to ditto 3rd October 1786.—

The Monigar of Colasagrapatam has reported to the Catchery that the Parawas having assembled in a body had beat him cruelly for having demanded the Circar's taxes and that they also wounded the Havildar by his own Bayonet. I am much astonished at such hostile conduct towards the Circar since the sheen appears to have made bold to strike the tiger. By such conduct it is very probable that you have no great notion of the Circar's authority. What the consequences may be I know not, but you will soon feel the effects of its power.

From ditto to ditto 1788.—

I have received your letter and understand the contents. As the Canongoe of Tinnevely has certified that the tax of 34 chucks, annually paid by the inhabitants was only in the last year some-

what curtailed on account of their declared inability, I cannot consent to their paying the same this year but in full according to mamool. You also wrote to me in favor of the Moopen, I have therefore given orders that his annual muzzer be remitted. The shepherds, Naut Canocco Monigar &c. of nuttum village will be summoned hither for the settlement of their dispute. You need not concern yourself about it.

From Ettabar Cawn to ditto in 1778.—

I have received your letter regarding the tax on Palmira topes. As this is collected by mamool it must be observed. I have directed the Monigar of Tutacorin to let you have water. The mamool tribute paid by the Naut Canocco and Peon of Tutacorin will be continued.

From ditto to ditto in 1778.—

I have received your letter informing me that you had sent for some sheep and cattle for slaughter which the Junkon people will not pass for want of duty. Having referred to the Canongoe I find that it has not been the mamool I cannot therefore comply at the public expense on account of friendship. I may indulge you at my own expense.

From ditto to ditto in 1789.—

The monigar of Tutacorin will collect the mamool taxes from the Circar inhabitants of which there are a great number there. In this you have no business to interfere nor even to give them any improper encouragement. Otherwise it would appear that you are desirous of causing a loss of revenue to the Circar.

From ditto in 1783.—

I have received your letter. I understand from Pundar Chetti that in consequence of several of the Parawas having evaded the duties on jaggerry he sent a peon to discover the quantity taken by them to their houses for which he the Peon was seized and punished by the Factor at Manapara. This is very improper. To punish the Circar's servant first so improperly and then to complain against him is very reprehensible. The Parawas are subjects of the Circar and not yours. By working for you they cannot become your inhabitants. If such be your opinion I do not see how your friendship with the Circar will subsist. I have repeatedly written to you not to interfere in the concerns of the Circar inhabitants nor to receive them forcibly into the Religion you profess. Mr. Buchanan will proceed thither and will by proper enquiry ascertain whether the Parawas are culpable or whether you have forced them to the conversion complained of. It is not proper to deliver up the Parawas to you. Neither is it proper for you to force them to any acts they are not willing to do.

True copies.

(Signed) P. HODGSON,
Commissioners.

