

Selections from the Records of Fort St George

PAPERS RELATING TO COCHIN

WITH SPECIAL REFERENCE TO THE

DUTCH POSSESSIONS AND CLAIMS

AND TO THE

BRITISH RIGHTS ARISING THEREFROM

MADRAS
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HISTORICAL NOTE.

A brief history of Cochin is to be found in the Imperial Gazetteer of India. The history of the present town begins with the arrival of the Portuguese in 1500, when Cabral came to Cochin after his attack on Calicut and met with a friendly reception from the Raja. In 1502 Vasco da Gama founded a factory there and in 1504 Albuquerque was allowed to build a fort which was the first European fort built in India. The Portuguese held the place for rather more than a century and a half that is until 1662, when the Dutch, whose power in the East had increased while that of Portugal declined, attacked the settlement. The first attack (February 1662) failed, but it was renewed in November and Cochin surrendered to the Dutch on 7th January 1663. The first article of capitulation was as follows :—

“The town of Cochin shall be surrendered with all its jurisdictions, old privileges, revenues, lands, with the documents and papers relating thereto and whatever else is held in the name of the King of Portugal, all rights and titles thereto, being ceded to the Dutch General or his Worship’s representatives.”

2. Before Cochin fell, Portugal and Holland had already made peace, the treaty having been signed on 6th August 1661, but news of this event did not reach the East till much later and the question of the restoration to the Portuguese of places captured by the Dutch remained in dispute. It was finally decided by a further treaty of 1669 that Cochin should remain in the hands of the Dutch not only until the war indemnity fixed by the treaty of 1661 had been paid by the Portuguese but also until a special indemnity for the cost of the Dutch East India Company’s fleet and of all military operations had been liquidated. In the end Cochin remained in Dutch hands from its capture in January 1663, until it was taken by the British in 1795.

3. When the Portuguese arrived on the Malabar Coast in 1500 they found the Cochin Raja at war with the Zamorin of Calicut, and these chiefs continued to be at war intermittently for the next 250 years. The Dutch for the most part gave their protection to the Raja of Cochin and were in consequence frequently embroiled in hostilities with the Zamorin, whose route for invasion of the Cochin Raja’s territories lay along the shore by Chetway and Cranganore. The Payencherry Nair, in whose territory Chetway lay and the Prince of Cranganore were tributary to the Zamorin, but in 1710 the Dutch forced the Zamorin to cede to them the suzerainty over these minor chiefs. They proceeded to build or extend a fort at Chetway, and tho’ in 1715 the Zamorin surprized and took the Fort, he was signally defeated on the 16th January 1717, Chetway was retaken, and in December 1717 peace was concluded. Under this treaty the Dutch were placed in possession in complete sovereignty of a strip of sea coast (Province Paponetty) forming part of what was called “The Sandy Land” between Chetway and Cranganore, now a southerly projection of the British District of Malabar, cutting off the Cochin State from the sea. They were also confirmed or established in the sovereignty over Cranganore and other petty States. From 1739 to 1742 the Dutch were engaged in a war with the King of Travancore. They were at first

successful, but the administration in Java was unable to send reinforcements, and when peace was made, the political result of the Dutch policy was that Travancore absorbed all the smaller principalities south of Cochin and a part of Cochin itself and attained its present dimensions while the Cochin State only continued to exist because it was under Dutch protection.

4. Meanwhile on the East Coast the English were now engaged in the prolonged struggle with the French which ended in making the former masters of Southern India. War was declared in Europe by England against Holland on 20th December 1780 and this war which lasted from 1781 to 1784 financially ruined the Dutch East India Company and went far to destroy its influence on the West Coast of India. When war broke out again with England in 1795, the Netherlands had been overrun by the French, the King William V was a fugitive in England, and the capture of Cochin by the British was an easy matter (Introduction by Mr. Galletti to Dutch Selections No. 13.—“The Dutch in Malabar”). The Dutch Governor Van Spall refused to surrender, and the town was therefore besieged and taken by Major Petrie on 20th October 1795. Since 1795 Cochin has remained in the hands of the British. The Cathedral, the Fort, and many of the Dutch houses were blown up by the British in 1806. The town was finally ceded to the East India Company under the Paris Convention of 1814.

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PART I.

TREATIES.

PART I.—TREATIES.

I.—TREATY BETWEEN THE DUTCH EAST INDIA COMPANY AND THE RAJAH OF COCHIN, 1663.

[*Enclosure to Letter from the Resident at Travancore dated 3rd October 1812,
recorded in Judicial Consultation dated 13th November 1812.*]

Articles of a Treaty concluded between the Dutch East India Company and the Rajah of Cochin in which the Governor-General of the land forces Rykloff Van Goens admiral and Commander in chief of the Naval forces on one part, the reigning Vecrah Keroola, Rajah of Cochin and his Heirs on the other do Mutually consent and agree as follows :—

That, first what is necessary a good understanding, friendship, attachment and confidence do subsist equally on both sides for ever.

The Cochin Rajah agrees that the Company will enjoy the same rights and privileges as the Portuguese did in the Fort of Cochin, and its dependencies, such as Vendooretoo, Padre Toveretoo and Potte Pooreetoo formerly as agreed upon—to this, the Rajah and his Heirs, do Mutually agree, and consent, that they do enjoy as heretofore.

That the Company do favor and protect the Rajah of Cochin, in all his dignities, as a Rajah, to aid, and assist him, in recovering what he may have lost, and defend him, against his enemies, if necessary when attacked by them, and on his part, he agrees, that Company do permanently establish themselves.

The Rajah agrees to Give to the Company all the Pepper and Cinnamon that his country produces; the Pepper and cinnamon which is the produce of Chowacherry, as low down to the Cranganon district will also be brought down to the Fort of Cochin, and not be permitted to be embarked on no other Foreign Vessel but that of the Company.

The Rajah authorizes the Company, not to permit any Vessel that may bring opium to land, in any of the ports, and should it be found necessary to land any, it must be with the Consent of the both contracting parties.

That the privileges, and advantages of the above four articles, may not be infringed upon, by both parties, the Rajah pledges his order for it, and that favor and protection be equally observed on both sides.

The Cochin Rajah further requests the Company, for the good and defence of the country, to fortify by building Three Forts in the following places viz^t. one at Palloport, one at the River and one on the road towards the southward, and if any other Forts be necessary for the defence towards the southward, this may also be erected.

The admiral on the part of the Company pledges his word to the Rajah for the due performance of these articles.

The Rajah agrees that the Company's Troops may be posted in the Forts of Cochin, Palloport, the River, Paramba Cotta, and if necessary, to build one to the southward at Poreaat Fort.

The duties of the Rajah are to be continued as heretofore.

The Christians that were formerly under the Portuguese, are now to be considered under the authority of the Company, and subject to their jurisdiction, should the Christians commit a crime the Company's judge will chastise or punish them, as they deserve and in the same manner, if a Christian and a Malabarian quarrel, the Christian is to be punished by the Company's authority and the Malabarian by the Rajah.

If a Murder should happen between a Christian and a Malabarian; if the Christian is killed the Rajah will kill the Malabar [*sic*] and in the same manner, if the Malabarian is killed the Company will kill the Christian.

The Rajah will not suffer any Pepper or cinnamon to be transferred by the Company in loads or bullock carriages by land.

That without the Fort, and the distance of the Esplanade, is cleared, no cocoanut Trees or any other Trees to be planted on the said ground, by [*sic*] the consent of the Company.

The Rajah is not to detain any Portuguese Priests in his country without the consent of the Company, and especially those Priests who receives [*sic*] salary from the Company are never to be detained in any of the Rajah's country.

Should any of the Company's debtors, Dutchmen or their subjects take refuge in the Rajah's country, such persons should be apprehended and sent back by the Rajah and should any one of the Rajah's people run away to the Fort, they in like manner should be apprehended and sent to the Rajah.

The Cochin Rajah is never to levy more taxes than heretofore, on the inhabitants of this country on account of their trading with the Company.

Whoever may be found to make false coins, shall, if under the Rajah's jurisdiction, kill such person, and if under the Company's they must do the same. Done in the new style in 322 in the month Meenam, 14th Thursday.

II.—TREATY BETWEEN THE DUTCH EAST INDIA COMPANY AND THE RAJAH OF COCHIN, 1770.

[Enclosure to letter from the Resident at Travancore dated 5th January 1813
recorded in Judicial Consultation dated 2nd February 1813.]

TERMS OF A TREATY between Adrian Moniesse on the part of the Dutch Company and the Rajah of Cochin principally [sic] relating to Boundary and Jurisdiction dated the 15th of Mukkummas Malabar year 947 or A.D. 1770.

1. The Revenues Duties and customs in Muttoncherry and Cherlaye and the duties and Customs (Coottamuddy—Anga shoongum); the affairs and jurisdiction of the Conganies and their Pagodas and religion in Muttoncherry, Cherlaye and Amrawutty shall from this day be entirely given up to you and your successors for ever as long as the kingdom of Cochin shall exist.

With respect to the Casts Waniar, and Chette tollumar you must not interfere as they are under the authority of the Company, to us you must account for all the balances and monies collected in Muttoncherry and Cherlaye and pay all due of the expences of the late quarrel from the 10th of Woytumpurmas 1770 till this day the 15th of the Mukkummas—our expences were.....14054 Rup^{rs}; revenues from Cherlaye and Muttoncherry were.....3333½ d^{rs}.

Balance due10720½ d^{rs}.

2. The extraordinary levys of duties &c. in Muttoncherry and Cherlaye must be left off and only such as formerly were Collected be demanded.

3. A list of such duties &c. as were formerly levied by you must be furnished to us as should complaints on these heads be brought to us by merchants it will be necessary to enquire into it.

4. Nothing that was not formerly exacted from the Conganies must be demanded of them as otherwise they will complain to us and if any dispute should arise between the subject of the Company and the Conganies of your Country it must be decided before us.

5. Should it be required to remove from situation or otherwise distress the heads of the Conganee Pagoda called Mukalwaltete kukkiar it must be done in communication with the Company and should their Tirmumbomar (Guroo) die a successor must only be appointed with our concurrence and the funds of the Pagoda must be disbursed in communication with us. In confidence that you will agree entirely with us in fulfilling this agreement we have written to you.

III.—TREATY BETWEEN THE DUTCH EAST INDIA COMPANY AND THE RAJAH OF COCHIN, 1772.

[Enclosure to letter from the Resident at Travancore dated 3rd October 1812,
recorded in Judicial Consultation dated 13th November 1812.]

From the Dutch Records at Cochin.

We promise to issue no orders to any Canareen nor to impose Taxes on them which are contrary to old customs and that all Canareens shall have liberty to complain to the Company and have justice procured them there in case they should think themselves injured and in the event of the subjects and inhabitants of the Company having money to demand from the Canareens, or other complaints against them. We promise not to hear such complaints, but to send them to the Company to be decided there and the sentence executed by them; in the same manner we are not at all to interfere with the Banians and silver smiths, and their quarter and we promise also not to transact, or to cause to be transacted, any cause of importance concerning the Canaree Pagoda, much less to demand their lending us money or to appoint or dismiss the chief of their Pagoda, nor to adopt or cause to be adopted their High Priests without special knowledge and permission of the Company.

IV.—TREATY BETWEEN THE RAJAH OF COCHIN AND THE DUTCH EAST INDIA COMPANY 1785.

[Enclosure to letter from the Resident at Travancore dated 3rd October 1812,
recorded in Judicial Consultation dated 13th November 1812.]

Arrangements agreed and settled between the King of Cochin and the Honorable John Gerard Van Angelbeek counsellor extraordinary of Dutch India, Governor and director on the part of the Dutch East India Company on the Coast of Malabar concerning the Duties (imposts) of oarts, lands and salt ponds, which the Christians possess in the Dominions of the above mentioned King under the Name of Canna [sic] Nerpattom, Emphytun is quit rent, and Paneam, mortgaged lands, as also the Duties on provisions, Victuals, brought in the Town.

Since till now no fixed determination has been made of the Duties appertaining to the King of Cochin from the Christians who live in his Dominions and are also Vassals of the Company as from this uncertainty many odious disputes arises, [sic] in order to remove this uncertainty and to prevent all Disputes, the King of Cochin and the Honorable J. G. Van Angelbeek &c. have agreed to made [sic] a certain determination of all the prescribed Duties and to that end have the three Captains Ignatie Rodreguez Captain of the Topasses, Baboo

Mallay and Andre Pereira Captains of the Malabar Christians, assisted by the Company's merchants Anta Chetty with the King's first minister Govinda Menon and other petty officers minutely investigated the mutual pretensions and Demands and in consequence made their reports to the King and the Governor upon this business has been amply examined and transacted on the 3^d instant between the abovementioned the Honorable Governor and the aforesaid, first minister who appeared in the Government House at 9 o'Clock A.M. and after many debates a certain (fixed) determination was made of all Duties which the king is to have in future from the Christians and after the consent and approbation of his Highness has been previously demanded and obtained to every article the following convention was concluded, recorded and duly signed.

Art^o. 1st.

The King has exacted a new duty since the year Koilang 937 or 1762 C.E. from all Inhabitants and also from the Christians of one eight from the Cocoanuts and other fruit-bearing Trees, and three tenths from the produce of Nelly. The Christians have till now not paid these imposts; but with mutual consent it has been determined that the King shall not demand these imposts from the elapsed years viz^t. from the years 937 Koiling [sic] till 959 being C.E. from 1762 till 1784 but that in return the Christians shall pay them in future annually from all Oarts and Nelly fields, which they possess either as Canna Nerpattom or Panneam.

Art^o. 2^d.

The payment of one eight from the abovementioned trees shall be reckoned in the following manner from 100 fruit bearing cocoanut trees—three are first discounted, or deducted for tying trees; the remaining are estimated at two puttans (or fanams) rent, and from this the above impost is to be accounted or reckoned.

The fruit bearing Areka (Betle-nut) trees are estimated at one quarter fanam each, and the fruit bearing Jack trees at eight fanams and from each hundred 12½ fanams are to be deducted for the Duties.

Art^o. 3^d.

Tree (property) oarts atipera either purchased or inherited by the present possessors are free from imposts—and pay nothing.

Art^o. 4th.

The Duties on Nelly fields shall be estimated in the following manner, that the possessors of Nelly fields do give three parrahs from ten of the crop, the Christians shall also be obliged to pay duties to His Highness from the salt, which they make on the aforesaid canna pattam, nerpattam, panneam and Bearomputam in regard to which till now, the Custom has prevailed, that one day was taken for the King, one day for the Queen, one for the Crown prince, one for the Paliatachen and one for the owner.

This custom is herewith abolished and in its stead, they shall furnish, only seven and a half kootty from thirty salt ponds to His Highness and nothing more.

Art^o. 5th.

But all (atiperas) free fees of the Christians either purchased, or inherited, are free, as well from the one of eight, the three from ten, as well as from the salt duties and pay nothing.

Art^o. 6th.

From the lands, oarts and salt ponds given to the Christians, either by His Highness or his Hindoo subjects in Nerpattam they shall in future pay no more than what was customary in the year 1775 C. E. and 950 Malabar E. which shall be ascertained from the written receipts and other papers, and in order to decide it at once and to make a certain rule for the future, it has been agreed and resolved on both sides, that all accounts of what the Christians have to pay be revised and from it framed a fixed list, after which payment shall be made in future provided that the increase, or decrease of the trees be annually added to or deducted from it for which purpose the king's officers and the captains of the Malabars [sic] shall assemble daily in the house of Anta Chetty, and in case difficulties should be started they shall be examined and removed by the Governor and the sarwady Carregar, and as soon as the accounts are settled a certificate shall be given to every Christian of what he has to pay.

Art^o. 7th.

To prevent all disputes and differences between the Nairs and the Christians, which often arise about the collection of the duties it has been agreed that all rents and Duties abovementioned shall be collected in future not through Nairs or other of the King's servants, but by the Lieutenants and Ensigns of the Christians and Topasses each in his respective district where they dwell who are to account for it to His Highness or those appointed by H. H. according to the schedule to be furnished by his Highness in default of payment no force is to be (used) employed by the king's people against the Christians, or their officers; but they are immediately to apply to the Captains of the Christians or Topasses who are to cause

payment to be made: but in case of neglect on the part of the Captains a report must be made to the Governor, or Commander for the time being who shall then issue the necessary Orders.

Art. 8th.

The term for the collection and payment of the Duties to the King is fixed regarding the imposts on trees from August till January; and regarding the Lands from September till December, and if it is not fulfilled within the said period, the Captains will be answerable for this default to the Governor, or Commander for the time being.

Art. 9th.

The King promised not to cut any trees in the Cannas of the Christians except in case of great necessity, when it shall not be done except in the presence of the Captains of each District who are to point out the bad trees in preference to the good ones.

Art. 10th.

Concerning the carrying rice and other provisions to the Town, it is determined that the Christians are to pay Tolls from it at Anjacaymal, at Vaypeen, Bolgatte and Paloorte along which Lands the river runs; but from the Rice, which has once paid Customs, or from rice piled from Nelly for which the Duties have been once paid no further Toll shall be paid if carried in the Town, especially not on the river, or near the Town.

Art. 11th.

Further it is expressly stipulated on the part of the complainant and expressly promised by His Highness that in future neither from the King nor His ministers any Christians shall be arrested or be kept in Confinement nor shall any more their houses be shut up, nor green twigs, nor bushes of green leaves, fastened to a stick to put up any where whereby an arrest is intended to be made; but that His Highness, in all Cases, shall address himself to the Governor who herewith promises and engages to give his Highness prompt satisfaction.

Thus agreed, Concluded and Signed by His Highness in his Court at Triponatura and by the Honorable the Governor in the Town of Cochin in the year Koiling 961 this 29th. kannymasam Malabar Era or on the 11th. October 1785 Christian Era in the presence of John Adam Cellarius and Adrian Popvlhel Members of the Political Council, of which three corresponding copies have been made, written and signed (was signed) M.I.G. VAN ANGELBEEK. on the Margin was impressed the Company's seal in red Wax, beneath in the presence of us (was signed). J. A. CELLARIUS &

A. POOLVLIEL.

V.—TREATY BETWEEN THE RAJAH OF COCHIN AND THE ENGLISH COMPANY, 1790.

[Enclosure to Letter from the Resident at Travancore, dated 3d October 1812; recorded in Judicial Consultation dated 13th November 1812.]

CONTRACT entered into between the Rajah of Cochin and the English Company at Madras by Mr. George Powney Resident on part of the aforementioned Company, liable to be approved of the said Company.

Parampadappoe Valia Rama Warma Rajah of Cochin having solicited an alliance, with the Honorable English East India Company, which the Honorable the Governor and Council of Madras have accepted of on condition that the aforementioned Rajah shall renounce ties with Tippoo, and become the Tributary of the aforementioned Company. In consequence of which Mr. George Powney on the part of the Honorable the Governor in Council at Madras ratifies this contract, with the aforementioned Rajah containing seven articles.

Article 1.

Agreed that Rajah Rama Warma of Cochin shall not depart from the conditions of this contract, but faithfully adhere to them, without lessening or retarding.

Article 2.

That the Company will support Rama Warma Rajah with their power to get back his possessions that Tippoo Sultaun took from him and make him independant of Tippoo.

Article 3.

That when the said possessions or districts hereunder specified are given up Rama Warma Rajah shall be put in the full possession thereof—Names of the districts taken from the Rajah.

In the district Nandewalum the following dependencies,—

Mooknnapooram.	Maperamm.
Tranacoodal.	Poodukadoo.
Kodashary.	

In the district Parawattany the following dependencies—

Tretchoor.	The district of Telapalli.
Parawattany.	The district of Mallenkara.
Ouragam Parvemanam.	The district of Parattoondi.
Janamakel.	The village of Tokkemongalam.
Chettalaputte.	The district of Kavalapara.

In the district of Paulghancherry Two [sic] named Temmelapooram and Vasanalapooram—between these districts Koddagarawadoo and Naloodesam.

In the district of Chetwa & Manaporam.—

Padonellalam.*	The village of Cranganore.*
Kanarah.	The Pagoda Tarangekolam and Jadaturte.
Terpararo.	

* The Rajah has usurped the whole district.

(Signed). J. DRUMMOND.

Article 4.

That when Rama Warma Raja may be in the possession of the aforementioned districts, He shall become tributary to the Honorable English East India Company and pay to the representatives or empowered from the Honorable the Governor in Council of Madras an annual Tribute in the following manner for the first year that he possesses the aforementioned districts seventy thousand, for the second year Eighty thousand and for the third year Ninety thousand Rupees and for the fourth one hundred thousand, and in future the last mentioned sum of 100,000 Rupees shall always be paid and this annual Tribute shall be brought up in equal quarterly payment.

Article 5.

That, in consequence of a contract that exists between the Netherland's Company and the Rajah Rama Wurma of Cochin the Honorable the Governor in Council of Madras does not require conditions to be entered into that would tend to the prejudice of the contents of the contract, between the aforementioned parties. It is found good that Rama Wurma shall be tributary to the Honorable English East India Company for such districts places above mentioned, and are now in the power of Tippoo Sultaun and for which the above mentioned Rajah was his tributary, and further what the Honorable Netherland's Company have no claim to.

Article 6.

That the Rajah Rama Warma shall have a complete and unlimited authority over the aforementioned possessions acknowledging the sovereignty of the English Company.

Article 7.

That the Honorable English Company relying on the firmness and perseverance of Rama Warma Rajah, his alliance and friendship and that he will always adhere faithfully to the completion of this his contract, It is found good that no further demand shall be made of him, and he shall enjoy the privileges, that the English Company always extended to their faithful tributaries and Bondsmen.

TREATY OF 1790 AS RATIFIED BY GOVT.

Parampadappoe Valea Ramavarmah Rajah of Cochin having solicited an Alliance with the Honble United English East India Company, which the Honble the Governor in Council of Madras has accepted of, on condition, that the said Rajah shall throw off all Allegiance to Tippoo Sultaun, and become Tributary to the said Honble Company; Mr. George Powney, on behalf of the Honble the Governor in Council of Madras, has settled with the above said Rajah, this Treaty, consisting of Nine Articles.

Article 1st.

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

Article 2d.

That the Honble Company's Forces shall assist Ramavarmah Rajah, to recover the Possessions wrested from him by Tippoo Sultaun, and shall render him independant of him.

Article 3a.

That upon the said Possessions or Districts which are underwritten, being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah,

In the District of Nandevalam the following dependancies.

Mookanapooram & Irjanacoodel	Maperanum
Kodashary	Pooducadoo

In the District of Paravauttaney the following dependancies

Treshour	The District of Tallapillie
Paravauttany	The District of Mooburkarakah
Oaragom & Parumanum	The District of Parattoo Vedee
Yenamakel	The Village of Tekkamangalum
Chettalipillee	The District of Kawoolapar

In the district of Palyghatchery

Two Hills called Temmalapooram Vadamalapooram between these districts.

Kodagara Naudoo
Naledesum.

In the district of Chetwau & Manaporam.

Padanettaulum	The Village of Cranganore
Kaurah	Trevangekalum Church
Tireparate	Yada Turtie.

Article 4th.

That upon Ramavarmah Rajah being in possession of the abovementioned Districts, he shall become Tributary to the Honble United English East India Company, and shall pay to the Representative or Delegate of the Honble Governor in Council of Madras, a Yearly Tribute, in the following manner:—for the first Year he possesses the aforementioned Districts, Seventy Thousand Rupees. The Second year, Eighty thousand Rupees, The third Year Ninety thousand Rupees and the fourth Year, One hundred thousand Rupees, and ever after the last mentioned Sum, Rupees 100,000 shall be annually paid by him. The Yearly Tribute shall be made in equal quarterly payments.

Article 5th.

That in the Event of any claim being preferred, by any Rajah, to the Places & Districts above mentioned, within five Years, after the date of this Treaty, it shall be entitled to a fair & impartial discussion, and be subject to the final decision of the Honble English East India Company's Government.

Article 6th.

That in consideration of a Treaty, which subsists between the Honble Dutch East India Company, and the Rajah Ramavarmah of Cochin, The Honble Governor in Council of Madras not wishing to enter into any Condition, which may not be compatible with the spirit of the Treaty subsisting between the abovementioned Parties—it is agreed, that Rajah Ramavarmah shall become Tributary to the Honble English East India Company, only for those Districts and Places before recited, which were in the possession of Tippoo Sultaun, and for which the said Rajah paid him Tribute, and with which The Honble Dutch Company have no concern.

Article 7th.

That the Rajah Ramavarmah shall exercise a complete and uncontroled Authority over the aforementioned Possessions, under the acknowledged Sovereignty of the Honble English Company.

Article 8th.

The Honble English East India Company relying on the Constancy and firmness of Rajah Ramavarmah's Alliance and Vassalage, and his continuing faithful to these Engagements, it is agreed, that no further demands shall be made upon him, and he shall receive that protection which the Honble English East India Company always give to their faithful Tributaries and Allies.

Article 9th.

It is agreed that this Treaty shall be considered to have effect from the time (25th Sept. 1790) Rajah Ramavarmah regained possession, by power of the Honble Company's Arms, of the Districts & places wrested from him by Tippoo Sultaun, & that, from that period, the said Rajah shall commence to pay the Tribute mentioned in the 4th. Article of this Treaty.

Cochin, 6th January 1791.

VI.—THE DUTCH CAPITULATION OF COCHIN, 1795.

[From Logan's Collection of Treaties, etc., relating to British affairs in Malabar
Part II pp. 113-117.]

Capitulation Exigee Pour Cochin.

Answer.

Article Precedent.

Monsieur le Commandant et le Conseil de Cochin proposent à Monsieur George Petrie, Major du 77^{me} Régiment et Commandant du Detachement du Roi, et de la Compagnie Honorable des Indes de rendre cette Place Cochin, le 20 du Mois présent, et sollicitent qu'en attendant toutes les Hostilités cesserons.

Preliminary Article.

The Garrison of Cochin shall be Prisoners of War, and the Fort shall be delivered up to His Britannic Majesty, tomorrow at 12 o'clock noon, at which time the Western and *Muttoncherry Gates shall be delivered up to such Detachments as Major Petrie may order to take possession of them.

Article Premier.

Tous les Officiers de la Garrison et autres Militaires, qui ont défendu Cochin marcheront hors de la ville par la Porte Neuve (Nieu Poort) avec les honneurs ordinaires de la Guerre, avec leurs armes et baggage, drapeaux déployés, et tambours battant, la mèche brûlante, et deux pièces de canons et leurs dépendances.

Article 1st.

The Garrison shall march out as requested, and deposit their arms upon the Esplanade, after which they must return Prisoners of War.

Article 2d.

Tous les officiers et soldats qui se trouveront dans la Garrison de Cochin, seront transportés de la manière la plus commode, pour le compte des Anglois et par leurs vaisseaux à Batavia ou Ceylon

Article 2nd.

In admissible. The Garrison shall be disposed of, as the Commander in Chief may direct.

Article 3me.

Les officiers et soldats susdits prendront avec eux leurs effets sans être visités, leurs serviteurs, et esclaves et ceux qui sont mariés auront la liberté de prendre leurs familles avec eux.

Article 3rd.

Granted, except with regard to slaves. It is a name unknown in a British country.

Article 4me.

Monsieur le Commandant, les Membres du Conseil, de Police et tous les officiers de la Police et du Commerce, le Conseil Ecclesiastique, la Milice, la Marine et autres serviteurs tirants Pension, et qui sont en service de la Compagnie Hollandoise comme aussi tous les Habitants dice tant Européens qu' Indiens garderont la liberté de leurs personnes et possessions tant meubles qu' immeubles Merchandises et autres Effets qui seront sacrés et inviolable et ne seront molestés de façon quelconque.

Article 4th.

All private property shall be secure.

Article 5me.

Dans l'article précédent (le quatri^{ème}) est aussi compris, le Resident de Porca, Jan Andries Scheidts, qui se trouve dans cette ville, et qui a été employé tenir les Livres de Negoce concernant la liberté de personnes et possessions, et on lui accordera, après qu'on a rendu les Effets de la Compagnie, de partir pour Porca, sa résidence, pour y faire ses affaires.

Article 5th.

He shall be allowed a reasonable time to settle his affairs, but must be considered as Prisoner of War.

* Mattancherry, a suburb to the East of British Cochin.

† Porakkad, a small seaport south of Alleppey where the Dutch had a bankshaul.

Capitulation exigée pour Cochin.

Article 6me.

Monsieur le Commandant, les Membres du Conseil, de Police, et tous les Officiers de la Police, et du Commerce, la Conseil Ecclesiastique, la Marine, et autres serviteurs tirants Pension auront la liberté de partir avec leurs Familles, Esclaves, et leurs propriétés et effets pour Batavia, ou bien pour Colombo, et pour la transport des Personnes susdits seront donnés les vaisseaux nécessaires et propres pour le voyage pour le compte des Anglois.

Article 7me.

La capitale, ou les fonds, appartenant à la Chambre des Orphelins, aux Pauvres de la Diaconie, et à l'Hospital *Lepreux, ne seront pas confisqués, mais leur sera conservés comme tout l'argent des Mineurs ou Poupilles et des Pauvres.

Article 8me.

A tous les officiers tant qu'aux serviteurs Politiques et Civiles de la Compagnie, qui seront inclinés de demeurer dans cette place ou à s'établir comme des Habitans particuliers on le leur accordera et ils jouiront de la protection du Pavillon Anglois.

Article 9me.

Tous les marchandises, munitions de Guerre, Artillerie, et autres armes, vivres en fin tout ce qui appartient à la Compagnie, et ce qui se trouve dans cette place sera fidèlement remis et rendus et sera reçu par les Commissaires qui sont autorisés pour les recevoir selon un specification de la quelle la double sera remise en Règle à Monsieur George Petrie.

Article 10me.

La Fortresse, le Commandement, les Magasins et autres Battimens Publiques appartenant à la Compagnie ne seront pas démolis mais resteront dans leur situation présente.

Article 11me.

Il nous sera permis d'exercer librement la Religion Réforme et selon l'usage de l'Eglise Hollandoise, pour quelle exercice il nous sera accordé l'Eglise dans laquelle elle a été pratiqué jusqu'à présent.

Article 12me.

Le Couvent à Veropoli, et tous les autres Eglises Catholiques Romaines, comme aussi les Temples des Pagans jouiront toujours des Privilèges dont ils jouissoient Jusqu'à présent sous la protection de la Compagnie Hollandoise.

Article 13me.

Tous les Topas et Chrétiens, Indiens, comme aussi les Banyans, Orfeures, Peintres, Blanchisseurs, Cordonniers qui sont sujets & vassals de la Compagnie Hollandoise garderont leurs propriétés et jouiront toujours des Privilèges et de la protection, dont ils jouissoient comme sujets, de la Compagnie sus dit.

* Still in existence at Pallipport, a sea-port 15 miles north of Cochin which the Dutch sold to the Travancore Rajah in 1789.
† Verappalli, a village in Travancore at 15 miles east of Cochin, the residence of the Catholic Carmelite Archbishop.

Answer.

Article 6th.

Answered in the Second Article.

Article 7th.

The funds mentioned in this Article shall be appropriated as His Britannic Majesty, or those empowered by him shall direct.

Article 8th.

All the inhabitants, who chuse to remain and take the oath of allegiance to His Britannic Majesty, shall be treated in every respect as British subjects.

Article 9th.

Everything specified in this article, shall be faithfully delivered to such persons, as Major Petrie may appoint, to be disposed of as His Britannic Majesty may direct.

Article 10th.

The Fort of Cochin and all the Public Buildings must be disposed of as the Commander in Chief, or the Officer Commanding for the time being shall direct.

Article 11th.

Granted.

Article 12th.

The British Government always protects every religious Establishment.

Article 13th.

Answered in the 4th and 8th articles.

Capitulation exigée pour Cochin.

Article 14me.

Tous les documents chartres, resolutions & autres Papiers appartenant et regardant le Commandement de Cochin seront gardés et remis sans aucune visitation à Monsieur le Commandeur Vanspall, à fin de les pouvoir prendre avec lui vers où il partira.

Article 15me.

Personne ne sera logé dans le Commandement durant sa demeure à Cochin mais Monsieur Vanspall y demeurera sans aucune empêchement.

Article 16me.

Si en cas que l'on trouve quelques deserteurs Anglois dans la Garrison de Cochin, on leur accordera pardon.

Article 17me.

Tous les Papiers Publiques, les actes Notarial, et Secretarial, qui pourront périr en quelque Façon pour sureté des possessions appartenant aux Habitans de cette Place seront respectés et conservés entre les mains de ceux qui remplissent ces chargés jusqu'à présent en fin de pouvoir en faire usage comme de coutume.

Article 18me.

Le maître des ventes Publiques, le sequestre, et le curateur addities seront maintenus en exigeant les debtes actives ou en demandant l'argent qui leur est du, et ils seront protégés par les Juges ordinaires.

Article 19me.

Après que cette Capitulation sera signée on rendra la Porte Neuve (Nieu Poort) à une garde Angloise de 50 hommes à la quelle restra une garde Hollandoise d'une même nombre d'hommes, pendant que l'on ordonnera à tous les gardes de ne pas laisser sortir aucun soldat Hollandoise, ni de ne laisser entrer aucun soldat Anglois, le jour suivant toutes les Portes seront occupées et rendies aux Anglois pendant que la Garrison de Cochin se retirera dans les casernes et y demeureront jusqu'à leur départ pour Batavia ou Ceilon, et déposeront les armes ordinaires, exceptés les Officiers qui les commandent, ils conserveront leurs épées.

Article 20me.

Tous les serviteurs de la Compagnie aussi bien de la Police que de la Milice et de la Marine et autres serviteurs tirants pensions seront entretenus par la Compagnie Angloise jusqu'à ce qu'ils seront transportés par les vaisseaux Anglois aux endroits de leurs destines soit à Batavia ou à Ceilon.

Article 21me.

Tous les Malades et les Blessés qui se trouveront dans l'Hospital seront entretenus et guéris par les Anglois.

Cochin ce 19me Octobre 1795.

(Signed) J. L. VANSFALL

DECAN.

J. A. CELLARIUS.

J. A. SCHUDZ.

ARNOLD LUNEL.

C. VANSFALL.

Answer.

Article 14th.

All public documents and Papers must be delivered up, to the persons appointed to receive them, but Mr. Vanspall shall receive authenticated copies of such as may in any shape relate to himself during his government of Cochin.

Article 15th.

Answered in Article tenth.

Article 16th.

All deserters to be positively given up.

Article 17th.

Answered in article fourteenth.

Article 18th.

All inhabitants, who shall remain in Cochin, shall be subject to the British Laws.

Article 19th.

The gates of the Fort of Cochin shall be taken possession of by Detachments of British Troops, tomorrow at 2 o'clock noon. The Garrison shall be lodged in as commodious a manner as circumstances will admit, till disposed of as mentioned in Article the second. The Officers shall be allowed to retain their swords.

Article 20th.

Major Petrie does not conceive himself at liberty to come under any such engagement on account of the Honourable Company.

Article 21st.

Granted.

Major Petrie consents to a Truce till 4 o'clock tomorrow morning at which time Mr. Vanspall must declare his acceptance of or dissent to the above Articles of Capitulation. Camp before Cochin 19th October 1795.

½ past 11 o'clock (signed) G. PETRIE,
Major 77th Regiment
Commanding before Cochin.

(A True Copy)
(Signed) A. GRAY.

VII.—TREATY BETWEEN THE ENGLISH EAST INDIA COMPANY AND THE RAJAH OF COCHIN, 1809.

Treaty of perpetual friendship and subsidy between the Honorable the English East India Company Bahadar and the Rajah of Cochin.

Whereas an agreement was concluded in the year 1790 between the Honorable East India Company Bahadar and the late Rajah of Cochin by which that Rajah was to be put in possession of, and to hold on specifick conditions as a Tributary of the Honorable Company certain districts therein enumerated.

And Whereas the stipulations of that treaty having been found insufficient and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the states.

Wherefore the following articles of a new Treaty between the Honorable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore Lieutenant Colonel Colin Macaulay being duly vested with authority thereto by the Honorable Sir George Hilario Barlow Baronet Knight of the Most Honorable order of the Bath, Governor in Council of Fort Saint George on the part of the Honorable East India Company and by the Rajah of Cochin for himself and Successors to be binding upon the contracting parties as long as the Sun and Moon shall endure.

Article 1st.

The friends and Enemies of either of the contracting parties shall be considered as the friends and Enemies of both the Honorable the East India Company Bahadar engaging to defend and protect the territories of the Rajah of Cochin against all Enemies whomsoever.

Article 2nd.

In consideration of the stipulations in the preceding article the Rajah of Cochin agrees to pay annually to the said Honorable Company in addition to the usual subsidy of one lack (100,000) of Rupees, a sum equal to the expence of one Battalion of Native Infantry, or Arcot Rupees 1,76,037, making aggregate annual payment of A. R. 2,76,037 the amount to be payable in six equal kists—and the payment to commence from the first of May 1809 and it is agreed that the disposal of the said amount with the distribution of the force to be maintained by it whether stationed within the territories of the Rajah of Cochin or of the Honorable Company shall be left entirely to the Company.

Article 3rd.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceeding article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expence thereby incurred, Such a Sum as shall appear to the Governor in Council of Fort St. George, on attentive consideration of the means of the said Rajah, to bear a Just and reasonable proportion to the actual net revenues of the said Rajah.

Article 4th.

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

Article 5th.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth article, the said Rajah shall immediately issue orders to his Kariacars or other officers, either for carrying into effect the said regulations and Ordinances according to the tenor of the fourth article, or for placing the territories required under the exclusive authority and controul of the English Company Bahadar and in case the said Rajah shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the

management and collection of the revenues of the said territories as he shall Judge most expedient for the purpose of Securing the efficiency of the said Military funds, and of providing for the effectual protection of the country and the welfare of the people, Provided always that whenever and so long as any part or parts, of the said Rajah's territories shall be placed and shall remain under the exclusive authority and controul of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed—Provided also that in no case whatever shall the said Rajah's actual receipt of annual income arising out of his territorial revenue be less than the Sum of thirty five thousand Rupees together with one fifth part of the Nett Revenues of the whole of his territories which Sum of thirty five thousand Rupees together with the amount of one fifth of the said net revenues the East India Company engages at all times, and in every possible case to Secure and cause to be paid for the use of the said Rajah.

Article 6th.

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

Article 7th.

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

Article 8th.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled or Garrisoned as well in time of peace as of war by British troops and officers the said Rajah hereby engages that the said English Company Bahadar shall at all times be at liberty to dismantle or Garrison in whatever manner they may judge proper such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

Article 9th.

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

Article 10th.

This Treaty consisting of ten articles being this day the Sixth day of May 1809, settled and concluded at the Palace of Anjikanall near Cochin by Lieutenant Colonel Colin Macaulay Resident at Travancore on the one part on behalf and in the name of the Honorable Sir George Hilario Barlow Baronet and Knight of the Most Honorable order of the Bath Governor in Council of Fort St. George on the part of the Honorable English East India Company and on the other part by the Rajah of Cochin for himself and Successors the Lieutenant Colonel aforesaid has delivered to the said Rajah one Copy of the same in English and Tamul Signed and sealed by him and the said Rajah has delivered to the Lieutenant Colonel aforesaid another Copy also in Tamul and English bearing his Seal and Signature and the aforesaid Lieutenant Colonel has engaged to procure and deliver to the said Rajah without delay a copy of the same under the Seal and Signature of the Honorable the Governor in Council on the receipt of which by the said Rajah the present Treaty shall be deemed Complete and binding on the Honorable the English East India Company and on the Rajah of Cochin and the Copy of it now delivered to the said Rajah shall be returned.

PART II.—OTHER DOCUMENTS.

I.—JUDICIAL CONSULTATION, DATED 4TH JANUARY 1811.

Read—the following paper:—

Letter—from Mr. VAN SPALL at Cochin.

To—the Hon'ble Sir GEO: H. BARLOW, *Bart.*, K.B., Governor of Fort St. George &c., &c., in Council.

Dated—the 7th December 1810.

Since the surrender of this settlement to the British arms, I never desired taking a share in the public administration, although proposals to that purpose were made me more than once by the Bombay Government nor did I wish to interfere with the interior regulations and measures adopted by the different persons who were entrusted with the direction of affairs. I should most undoubtedly have continued to follow this line of conduct until my grave or until it might have pleased God to restore this settlement to its former Masters; but being an eye witness to the daily increasing misery and impending ruin of this once flourishing Colony, I consider it as a duty incumbent on me, from the situation I formerly held as Governor of the Dutch possessions in Malabar, to become the spokesman of the community, and as such I am now taking the liberty of presenting your Excellency in Council with this address, praying that it may meet with a gracious reception.

Among the evils which have befallen this settlement, and must be attributed to the long continuance of the war and subjection to a foreign Government, the total stagnation of trade stands foremost, and has operated as the primitive cause of the abject state of indigence that now prevails here, which, however, I am sorry to say, must be left at present to the co-operation of time and favourable circumstances. The next, and equally destructive, lies in the erroneous system adopted for the administration of Justice, and is remediable.

It is far from my intention to throw any blame either on the British Government or on the Magistrate appointed by them to administer justice in the late Dutch establishments in Malabar. I am, on the contrary, perfectly Satisfied that, if Government had not been misled by false representations, but been acquainted with the real character and dispositions of the better class of inhabitants, other measures would have been adopted to promote the views and intentions of Government. Neither do I pretend to find fault with the Magistrate of South Malabar, under whose jurisdiction the late Dutch Settlements resort. I cannot however pass over in silence the inconveniencies arising from his absence and distant residence at Calicut, which threaten with a total subversion of justice and order.

May I beg leave, without presuming too far upon the indulgence of your Excellency in Council, to state the following facts as corroborative of my assertion:—

(1) That the Magistrate, through his residing at a distant place, remains unacquainted with the interior relations of the settlement and with the existing evils that call for redress.

(2) That the long delay in the decision of law-suits (which may be unavoidable in consequence of the manifold other occupations of the Magistrate) is an encouragement to vice and wickedness, and tends to harass and deaden the good cause.

(3) That, according to the prescribed rules, no complaint is admissible in the Court of Justice at Calicut but through the interposition of Vakeels or native Agents, from whose integrity, honor and activity the good or bad success of the complainant in fact frequently depends, not being permitted directly to plead his own cause. The disadvantages therefrom proceeding are too evident to require additional observations.

miles) and the want of a person there to take cognizance of Complaints preferred upon oath in the first instance without reference, and the Difficulty of procuring through another person the satisfactory evidence upon which only a magistrate would be authorized to order punishment to be inflicted upon persons who had never appeared before him, punishments for trifling offences are sometimes protracted to a period at which the infliction of them becomes of little use, and a few possibly escape punishment altogether.

8th. The second fact refers to the delay in the decision of civil suits. This Complaint there seems reason to believe exists, more or less, in every zilla—but since the date of this memorial several of the Cochin Causes have been transferred from the File of this Court to that of the Court of Appeal, and either have been decided, or are now under investigation; in regard to others, still depending in this Court, they are brought on in their turn and as fast as the other duties of the Judge and Magistrate will permit.

9th. The next alledged fact refers to the supposed necessity of Parties in Civil suits employing Vakeels to prosecute and defend them—this is altogether a misstatement—several Cochin Causes have been tried and decided which were conducted by the parties in person and the people in general are perfectly aware that the employment of native Pleaders is optional with themselves tho' it is a step which they generally prefer to that of coming up from Cochin and attending in person during probably a tedious Course of proceedings.

10th. Circumstances such as are described in the Paragraphs marked 4 and 6 are very likely to have occurred in Cochin since the removal of the Court of Adalat, but Mr. Van Spall, I should imagine, would find it difficult to point out any late instance, as described in the para marked 5 in which a Tenant has refused to give up a House of which he continued in the occupation without paying rent and Contrary to the wishes of the proprietor—as in such a case the person aggrieved need only make known his case in writing to the Fiscal, by whom it would be immediately forward [ed] to the magistrate for his orders.

11th. In reference to the fact stated in the Para No. 7 it must be allowed that the Police establishment is not so efficient as it formerly was, and there are no doubt occasional robberies (several having been brought forward before the Court of Circuit) and thefts, but even if they should prove greater the number, when compared with those Committed in other Towns of similar magnitude and population, it would scarcely excite astonishment in the mind of any one acquainted with the place. Indolence and Idleness seem to pervade the whole society with few exceptions from the highest to the lowest, the cause of which must be looked for in the stagnation of trade in a place once famed for its industry, and to that gradual and natural decay which generally follows the removal therefrom of the seat of Government.

12th. In respect to Mr. Van Spall's remarks on the present state of the Orphan College, the whole subject appears to have been reported, and all the papers therewith connected sent up to Government under date the 25th May 1809, the same appear further to have been referred to the Advocate General whose opinion was transmitted from your office for the information and guidance of the judge and magistrate—on a perusal of this document I do not find that it contains any specific directions, but if it is to be inferred that the President, Members, and Secretary of the College may be prosecuted for the recovery of the sums embezzled with a reasonable prospect of success, I beg leave to be informed whether the cause is to be instituted at the suit of Government in the Provincial Court, in which case the necessary instructions and documents will be furnished [to] the Government Pleader.

13th. Those who have Claims on the fund are no doubt aggrieved by the delay, but in the present state of Cochin the eventual dissolution of the College will scarcely be felt as a grievance.

14th. I now come to that part of Mr Van Spall's memorial in which he proposes the establishment of a Dutch Court of Justice for Cochin and its subordinates.

15th. I have reason to believe that the opinion of the Judge and magistrate of this zillah is adverse to the proposition and my reasons for concurring in that opinion I take the liberty of stating briefly as follows.

In the first place the European Dutch Inhabitants are now very much reduced in point of number, and also in circumstances, so much so that they can be comparatively but little Concerned in trade, and are therefore not the Class of people most interested in the description of laws to be established there in future.

Secondly, Because the different Classes of Natives in and about Cochin, who have of late years become the subjects of the Honorable Company, have now made themselves sufficiently acquainted with the Civil and Criminal Code of Regulations enacted for the use of the Provinces under the Presidency of Fort St. George to the justice, simplicity and impartiality of which they would probably give the preference over the Dutch Laws, the reintroduction whereof among a numerous Native population, after a lapse of several years, during which they have become used to the existing Regulations of Government, would be attended with great inconvenience.

Thirdly, Because the persons who are more interested in the re-establishment of a Court of Justice at Cochin than the Dutch European inhabitants, are the European British subjects resident there, and the Masters &c^o of ships and vessels which resort thither in preference to any other place on the Western Coast—to this Class of People the introduction of the Dutch in preference to the English laws would prove a source of Continual trouble and vexation.

A further reason which suggests itself in opposition to the proposed measure is that the administration of the Adalat and Police in and about Cochin will naturally give rise to a Considerable intercourse between the several individuals employed in those departments and the native officers and inhabitants of the neighbouring Countries of the Rajas of Travancore and Cochin, and intercourse which, in view to the present state of Politicks, the Honorable the Governor in Council might possibly wish rather to Counteract than encourage, as far as European Dutchmen are concerned.

16th. In stating, with deference to the objections which strike me to Mr. Van spall's proposition I have endeavoured to shew that the just expectations of the European Dutch at Cochin ought to have been Confined to the re-establishment simply of a Court of Adalat, and a more efficient Police, and that the General interests of the place, taken collectively, would be more effectually provided for by the establishment of a local authority under the existing Regulations of Government, with an appeal either to zilla Court of Calicut or western Provincial Court than by the institution of a Court under the operation of the Dutch Laws.

17th. Here my letter would have closed had it been commenced simply in answer to the orders of Government under date the 5th January, but having in the first paras brought certain abuses to the notice of the Honorable the Governor in Council it may be expected that I should at the same time suggest the most likely remedy a task which from the little experience I have had in matters relative to Cochin, I feel but little qualified to execute.

18th. Of two plans which suggest themselves, the Chief merit of the first will be found to be that of simplicity and economy. I would recommend that Oaths similar in forms and matter to those prescribed by section XIII Regulation II and section II Regulation VI A. D. 1802 be administered to Mr. Groenbaart the present Fiscal (who is represented as a young man of talent and responsibility well versed in the English language with some knowledge of the Regulations) and that he should be thereupon empowered to try and determine all such causes as are referred to him for that purpose by the Zillah Judge of South Malabar (to whom an appeal will lie) under the amount of 500 Rupees, taking for his guidance the rules laid down in the Regulation for the trial of suits by the registers of Zilla Courts.

19th. That he should also under the Oath to be taken by him under the latter section above alluded to take Cognizance of all Complaints of a Police and magisterial nature preferred to him upon Oath and that his power in this branch

PART II.

OTHER DOCUMENTS.

miles) and the want of a person there to take cognizance of Complaints preferred upon oath in the first instance without reference, and the Difficulty of procuring through another person the satisfactory evidence upon which only a magistrate would be authorized to order punishment to be inflicted upon persons who had never appeared before him, punishments for trifling offences are sometimes protracted to a period at which the infliction of them becomes of little use, and a few possibly escape punishment altogether.

8th. The second fact refers to the delay in the decision of civil suits. This Complaint there seems reason to believe exists, more or less, in every zilla—but since the date of this memorial several of the Cochin Causes have been transferred from the File of this Court to that of the Court of Appeal, and either have been decided, or are now under investigation; in regard to others, still depending in this Court, they are brought on in their turn and as fast as the other duties of the Judge and Magistrate will permit.

9th. The next alledged fact refers to the supposed necessity of Parties in Civil suits employing Vakeels to prosecute and defend them—this is altogether a misstatement—several Cochin Causes have been tried and decided which were conducted by the parties in person and the people in general are perfectly aware that the employment of native Pleaders is optional with themselves tho' it is a step which they generally prefer to that of coming up from Cochin and attending in person during probably a tedious Course of proceedings.

10th. Circumstances such as are described in the Paragraphs marked 4 and 6 are very likely to have occurred in Cochin since the removal of the Court of Adalat, but Mr. Van Spall, I should imagine, would find it difficult to point out any late instance, as described in the para marked 5 in which a Tenant has refused to give up a House of which he continued in the occupation without paying rent and Contrary to the wishes of the proprietor—as in such a case the person aggrieved need only make known his case in writing to the Fiscal, by whom it would be immediately forward[ed] to the magistrate for his orders.

11th. In reference to the fact stated in the Para No. 7 it must be allowed that the Police establishment is not so efficient as it formerly was, and there are no doubt occasional robberies (several having been brought forward before the Court of Circuit) and thefts, but even if they should prove greater the number, when compared with those Committed in other Towns of similar magnitude and population, it would scarcely excite astonishment in the mind of any one acquainted with the place. Indolence and Idleness seem to pervade the whole society with few exceptions from the highest to the lowest, the cause of which must be looked for in the stagnation of trade in a place once famed for its industry, and to that gradual and natural decay which generally follows the removal therefrom of the seat of Government.

12th. In respect to Mr. Van Spall's remarks on the present state of the Orphan College, the whole subject appears to have been reported, and all the papers therewith connected sent up to Government under date the 25th May 1809, the same appear further to have been referred to the Advocate General whose opinion was transmitted from your office for the information and guidance of the judge and magistrate—on a perusal of this document I do not find that it contains any specific directions, but if it is to be inferred that the President, Members, and Secretary of the College may be prosecuted for the recovery of the sums embezzled with a reasonable prospect of success, I beg leave to be informed whether the cause is to be instituted at the suit of Government in the Provincial Court, in which case the necessary instructions and documents will be furnished [to] the Government Pleader.

13th. Those who have Claims on the fund are no doubt aggrieved by the delay, but in the present state of Cochin the eventual dissolution of the College will scarcely be felt as a grievance.

14th. I now come to that part of Mr. Van Spall's memorial in which he proposes the establishment of a Dutch Court of Justice for Cochin and its subordinates.

15th. I have reason to believe that the opinion of the Judge and magistrate of this zillah is adverse to the proposition and my reasons for concurring in that opinion I take the liberty of stating briefly as follows.

In the first place the European Dutch Inhabitants are now very much reduced in point of number, and also in circumstances, so much so that they can be comparatively but little Concerned in trade, and are therefore not the Class of people most interested in the description of laws to be established there in future.

Secondly, Because the different Classes of Natives in and about Cochin, who have of late years become the subjects of the Honorable Company, have now made themselves sufficiently acquainted with the Civil and Criminal Code of Regulations enacted for the use of the Provinces under the Presidency of Fort St. George to the justice, simplicity and impartiality of which they would probably give the preference over the Dutch Laws, the reintroduction whereof among a numerous Native population, after a lapse of several years, during which they have become used to the existing Regulations of Government, would be attended with great inconvenience.

Thirdly, Because the persons who are more interested in the re-establishment of a Court of Justice at Cochin than the Dutch European inhabitants, are the European British subjects resident there, and the Masters &c of ships and vessels which resort thither in preference to any other place on the Western Coast—to this Class of People the introduction of the Dutch in preference to the English laws would prove a source of Continual trouble and vexation.

A further reason which suggests itself in opposition to the proposed measure is that the administration of the Adalat and Police in and about Cochin will naturally give rise to a Considerable intercourse between the several individuals employed in those departments and the native officers and inhabitants of the neighbouring Countries of the Rajas of Travancore and Cochin, and intercourse which, in view to the present state of Politicks, the Honorable the Governor in Council might possibly wish rather to Counteract than encourage, as far as European Dutchmen are concerned.

16th. In stating, with deference to the objections which strike me to Mr. Van spall's proposition I have endeavoured to shew that the just expectations of the European Dutch at Cochin ought to have been Confined to the re-establishment simply of a Court of Adalat, and a more efficient Police, and that the General interests of the place, taken collectively, would be more effectually provided for by the establishment of a local authority under the existing Regulations of Government, with an appeal either to zilla Court of Calicut or western Provincial Court than by the institution of a Court under the operation of the Dutch Laws.

17th. Here my letter would have closed had it been commenced simply in answer to the orders of Government under date the 5th January, but having in the first paras brought certain abuses to the notice of the Honorable the Governor in Council it may be expected that I should at the same time suggest the most likely remedy a task which from the little experience I have had in matters relative to Cochin, I feel but little qualified to execute.

18th. Of two plans which suggest themselves, the Chief merit of the first will be found to be that of simplicity and economy. I would recommend that Oaths similar in forms and matter to those prescribed by section XIII Regulation II and section II Regulation VI A. D. 1802 be administered to Mr. Groenbaart the present Fiscal (who is represented as a young man of talent and responsibility well versed in the English language with some knowledge of the Regulations) and that he should be thereupon empowered to try and determine all such causes as are referred to him for that purpose by the Zillah Judge of South Malabar (to whom an appeal will lie) under the amount of 500 Rupees, taking for his guidance the rules laid down in the Regulation for the trial of suits by the registers of Zilla Courts.

19th. That he should also under the Oath to be taken by him under the latter section above alluded to take Cognizance of all Complaints of a Police and magisterial nature preferred to him upon Oath and that his power in this branch

of his duty should be similar to that entrusted at present to an assistant magistrate, the existing Regulations being in the same manner his guide and authority.

20th. For the performance of these duties Mr. Groenbaart would require but little addition to his present establishment, and for himself a salary of 50 Pagodas (including fees should he be allowed any) would be amply sufficient.

21st. Should however the object of the Honorable the Governor in Council extend to the extermination of all disputes between the inhabitants of Cochin and the native officers of the neighbouring Countries, to the reestablishment of industry and trade—should it be considered of importance that all the natural advantages of the Commodious Port of Cochin should be again open, with all its former facilities for the Convenience and encouragement of the Traders on this Coast, such advantages can only be expected from the permanent residence there of a Covanted Civil servant of the rank of an assistant Judge and Magistrate, who alone would be looked up to with Confidence and respect by people of all Classes and Countries—should the Honorable the Governor in Council be of opinion that Cochin and its dependencies are of sufficient importance to merit this Consideration—the settlement might still continue a part of the zillah south Malabar, the Assistant Judge and Assistant Magistrate acting in every respect in strict Conformity to the Regulations enacted for the conduct of those offices—the establishment for the Adalat need be little more than what is allowed to the Assistant Judge at Onore—the expence of the Police would not be greater than at present.

22nd. The establishment of an assistant Judge would be attended with this additional advantage that causes might be referred to him for decision originating in districts situated at a distance of 80 and 100 miles from Calicut by which at least half the distance would be saved to the parties and witnesses.

ORDER—DATED 7TH JANUARY 1812.

Ordered that extract of the foregoing letter from the Acting Judge and magistrate, Zilla South Malabar in reply to the propositions connected with the administration of Justice at Cochin and the reestablishment of the Dutch Court at that town, as suggested by Mr. Van Spall, be transmitted to the Court of Sudder and Foujdaree Uddalut and that they be informed that concurring in the objections urged against the proposed measure, the Board are at the same time desirous of introducing improvement in the condition of the inhabitants of Cochin by the adoption of a more prompt and efficient administration both of the police and civil justice and the Board being of opinion that the establishment of an assistant Judge with the powers of a magistrate is the plan best calculated for attaining this object,—ordered further that the opinion of the Court of Sudder Udalut may be submitted on this point, and that they be directed to state whether one of the four assistant Judges' Courts now authorized might not be transferred to Cochin without public inconvenience.

Letter—from F. GAHAGAN, Esq., Secretary to Government, Judicial Department.
To—the Acting Judge and Magistrate in Zillah South Malabar.
Dated—Fort St. George, the 7th January 1812.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter of the 23d Ultimo and its enclosures and to acquaint you that a communication will be made to the Resident at Travancore regarding the frequent acts of interference on the part of the persons styling themselves the Tanadars of the Cochin Rajah with the rights and property of those Inhabitants of Cochin, who are exclusively placed under the cognizance of the Zillah Court as well as respecting the encroachment alleged to have been made on its jurisdiction.

The Governor in Council will take into consideration the propositions you have suggested with a view to the more efficient administration of Justice at Cochin and will communicate his determination on the points in question at a future period of time.

Letter—from F. GAHAGAN, Esq., Secretary to Government, Judicial Department.
To—the Register to the Court of Sudder Udalut.
Dated—Fort St. George, the 7th January 1812.

I am directed by the Honorable the Governor in Council to transmit to the Court of Sudder Udalut the accompanying extract of a letter received from the acting Judge and Magistrate in reply to a paper containing certain Propositions connected with the administration of Justice at Cochin and the re-establishment of the Dutch Court at that town.

2. The Governor in Council concurring in the objections urged against the proposed measure, is at the same time desirous of introducing improvement in the condition of the Inhabitants by the adoption of a more prompt and efficient administration both of the police and Civil Justice, and being of opinion that the establishment of an assistant Judge with the powers of a magistrate, is the plan best calculated for attaining this object, I am directed to desire that the opinion of the Court may be submitted on this point and that they will state whether one of the four assistant Judges Courts now authorized might not be transferred to Cochin without public inconvenience.

III.—JUDICIAL CONSULTATION—DATED 21ST FEBRUARY 1812.

Letter—from E. WOOD, Esq., Register to the Court of Sudder Udalut.
To—the Secretary to the Government, Judicial Department.
Dated—28th January 1812.

I am directed to transmit to you the accompanying extract from the proceedings of the court of Sudder Udalut of this date; and to request you will submit the same to the consideration of the Honorable the Governor in Council.

ENCLOSURE.

Extract from the Proceedings of the Sudder Udalut under date the 28th January 1812.

Read letter, dated the 7th Instant, from the Secretary to the Government in the Judicial Department, enclosing extract of a letter from the acting Judge and Magistrate in the Zillah of South Malabar, concerning the administration of Justice at Cochin, and stating that the Honorable the Governor in Council concurs in the objections urged against the revival of the Dutch Court at that place, but has resolved to introduce a more prompt and efficient system of administering civil and criminal Justice, as essential to the comfort and prosperity of its inhabitants, and, considering the appointment of an assistant Judge with the powers of a Magistrate to be best calculated for the attainment of this object, desires to receive the opinion of the Court on this point, and to be informed whether one of the assistant Judges now authorized might not be transferred to Cochin without public inconvenience.

The Court have the honor to state for the information of the Honorable the Governor in Council, that the rules at present in force, regarding the appointment of an assistant Judge, prescribe that the Court of that officer shall be held at the Zillah station, that all causes, to the investigation and decision of which he is competent, shall be referred to him by the Judge of the Zillah; that all processes of this Court shall be issued under the seal of the Zillah court; and that all communications to the Provincial court, or to any other court, authority or office, shall be made through the Zillah Judge.

These rules, however salutary in their operation when governing the conduct of an assistant Judge, performing his functions "in the Court house of the Zillah Adawlut or, in some convenient place adjacent thereto," and however necessary in order to avoid the confusion incidental to divided authority, must, the Court submit conceding the facility of dispensing with that part of them, which identifies the station of the Judge and the assistant Judge—defeat the end proposed in the establishment of a Judicial Officer at Cochin, whilst, on the other hand, no provision at present exists for giving to an assistant Judge the powers, or any portion of the powers, of a Magistrate.

Under these circumstances the Court beg leave to suggest that it may be advisable to form Cochin and its dependencies into a separate jurisdiction, giving the Court to be erected there coordinate jurisdiction in respect to the several Zillah courts in the Western division and allowing appeals from its decisions to the Provincial court of appeal at Tellicherry; to appoint the Judge to be Magistrate for the town and limits of Cochin; and to require the Western Court of Circuit to hold a sessions of gaol delivery at his station in each tour of circuit.

Provisions to this effect appear to the Court to afford a more certain prospect of remedy in the inconveniences, which are stated to be inseparable from the prevailing system for the administration of Justice at Cochin, and, of realizing the desired improvement of the condition of i

inhabitants—and, as the business arising in the proposed court of Judicature may not demand the appointment of a register, and provision might be made for enabling the law Officers of the Zillah court of south Malabar to expound the law in all cases wherein it may be requisite for the determination of causes pending before the Judge at Cochin, the Court conceive that the expence of an establishment adequate to the accomplishment of this object, need not exceed the sum of the actual disbursements for establishment of an assistant Judge, and for maintaining the present office of fiscal at that place.

ORDER—DATED 21ST FEBRUARY 1812.

Under the circumstances stated by the Court of Sudder Udaltut in the foregoing letter, the Board concur with the court in opinion that the best mode of providing for the better administration of justice at Cochin will be to form that town and its dependencies into a separate jurisdiction in the manner proposed by the Court.

As this arrangement cannot however be carried into effect but by the enactment of a particular regulation, it is resolved to signify to the Court of Sudder Udaltut the desire of the Board that they will submit the draft of one containing the provisions necessary for their approval.

Letter—from F. GAHAGAN, Esq., Secretary to Government, Judicial Department,
Fort St. George.
To—the Register to the Court of Sudr Udaltut.
Dated—22nd February 1812.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter of the 28th ultimo with the extract from the proceedings of the Court which accompanied it, and to inform the Court that, under the circumstances which they have stated, the Governor in Council concurs with the Court in opinion that the best mode of providing for the better administration of justice at Cochin will be to form that town and its dependencies into a separate jurisdiction, in the manner proposed by the Court.

As this arrangement cannot be carried into effect but by the enactment of a particular regulation the Governor in Council is desirous that the Court should submit the draft of one containing the provisions necessary for his approval.

IV.—JUDICIAL CONSULTATION, DATED 28TH APRIL 1812.

Read—the following paper :—

Letter—from E. WOOD, Esq., Register to the Court of Sudr Udaltut.
To—the Acting Secretary to the Government in the Judicial Dep't.
Dated—the 21st April 1812.

I am directed by the Sudr Udaltut to transmit to you the accompanying extract from the Court's proceedings of this date, with the draft of a regulation for forming the town of Cochin and its dependencies into a separate jurisdiction, and to request you will submit the same to the consideration of the Honorable the Governor in Council.

ENCLOSURE.

Extract from the Proceedings of the Sudr Udaltut under date the 21st April 1812.

The Register lays before the Court the draft of a regulation for establishing a Court of civil Judicature, and for the appointment of a magistrate, of the town of Cochin and its dependencies—leaving the limits of the Jurisdiction of the Judge and magistrate to be determined, at the pleasure of the Governor in Council, by an Order in Council.

A.D. 181 —REGULATION.

A REGULATION FOR ESTABLISHING A COURT OF CIVIL JUDICATURE AND FOR THE APPOINTMENT OF A MAGISTRATE OF THE TOWN OF COCHIN AND ITS DEPENDENCIES.

By Section IV, Regulation XII of 1808, it is declared that jurisdiction of the court

Preamble.
of the zilla of South Malabar shall extend over all causes and suits arising within that part of the Cochin territory which was acquired from the Dutch by treaty, dated the 19th October 1795. But it being essential to the comfort and prosperity of the inhabitants of that town and its dependencies,

that provision should be made for a more prompt and sufficient administration of civil and criminal justice, the following rules have been enacted to be in force from the date of their promulgation.

Clauses second and third, section IV, regulation XII of 1808, rescinded.

II. Clauses second and third section IV regulation XII of 1808, are hereby rescinded.

III. A Court of civil Judicature shall be established at Cochin, to be denominated the Court of Adawlut for the town of Cochin and its dependencies.

IV. The jurisdiction of the Court of Adawlut for the town of Cochin and its dependencies shall extend to all civil suits arising in the Districts and places within the limits, which may be defined by the Governor in Council, by an order in Council, subject to such future alteration as may appear to him to be expedient.

V. The power granted to the Dutch over certain casts in the Cochin territory by former Rajahs of Cochin, shall be exercised by the court established by this regulation, in all respects as if such powers had been granted to the British, provided, however, that such powers are not repugnant to, or inconsistent with, any of the provisions of the regulations, printed and published in the mode prescribed by regulation I of 1802 for the guidance of the several courts of judicature established under the presidency of Fort Saint George.

VI. The Court shall use an official seal of the form and dimensions prescribed in section XIV, Regulation II of 1802, bearing an inscription in the language and Character therein prescribed, to the following effect,—The seal of the Court of Adawlut for the town of Cochin and its dependencies.

VII. The Hindoo and Mahomedan law officers of the Court of the Zilla of South Malabar shall expound the law of their respective persuasions in all cases, wherein it may be requisite for the determination of Causes depending before the judge at Cochin. The reference in such cases shall be made through the medium of the judge of the Zilla, to whom a written statement of the facts on which the question of law may arise signed by the judge shall be transmitted for the purpose of being delivered to the mooftee or pundit for his opinion.

Reference to be made in writing thro' the zilla judge. What the reference is to contain.
Answer on what paper to be written upon it. The answer of the law officer shall be given on a blank to be left on the same paper, on which the question is stated, or on a paper firmly annexed to it. The answer is to be attested with the law officer's signature and if written on other paper or papers than that on which the question is stated, each additional paper shall be signed by the Zilla judge. The dates, on which the question may be delivered to him, and the answer given, are also to be specified.

VIII. The judge shall be magistrate for the town of Cochin and its dependencies; and shall be guided in the execution of his duty by the provisions of regulation VI of 1802, and generally by all the rules in force, or which may be hereafter enacted, for the guidance of the Zilla magistrates.

IX. The magistrate shall have the Charge of the existing establishments of police in the town of Cochin and its dependencies, which shall be liable to such modification as may appear expedient to the Governor in Council.

X. The town of Cochin and its dependencies shall be included within the jurisdiction of the Provincial Court of Appeal and Circuit for the Western Division.

XI. First.—Clause fourth, section VII, regulation I of 1811, is hereby rescinded.

Second.—The gaol deliveries at the stations of the several magistrates in the Western Division, with exception to the Gaol of the Zilla of North Malabar, shall hereafter be delivered in the following fixed order of succession, vizt.

- (1) The jail of the zilla of Canara.
- (2) The jail of the zilla of South Malabar.
- (3) The jail at Cochin.
- (4) The jail at Seringapatam.

The jurisdiction of the Sudr and Foudaree Udaltut extended to the limits of the jurisdiction of the town of Cochin and its dependencies.

(By order of the Court of Sudder Adawlut.)

ORDER—DATED 28TH APRIL 1812.

It appearing to the Court that the draft, laid before them, is well calculated to carry into effect the arrangement for the better administration of justice

Cochin, of which the Honorable the Governor in Council was pleased to signify his approval by Mr. Secretary Gahagan's letter of the 22nd Penultimo.

Resolved that it be transmitted to the acting Secretary to the Government in the Judicial department, for the purpose of being laid before the Honorable the Governor in Council.

Letter—from D. HILL, Esq., Ag: Secretary, to Government, Judicial Department, Fort St. George.

To—G. DOWDESWELL, Esq., Secretary to Government, Fort William.

Dated—the 28th April 1812.

I am directed by the Honorable the Governor in Council to transmit to you the accompanying draft of a Regulation for forming a separate jurisdiction for the town of Cochin and its dependencies and to request that you will obtain the sanction of the Right Honorable the Governor-General in Council for its being promulgated. The enactment of such a Regulation has been found necessary, in consequence of the description of persons of whom the society of Cochin and its dependencies is composed, of the public disturbances and private injuries which take place between the inhabitants of the British territories and those of the adjacent territories of the Rajah of Cochin, and of the considerable distance of the town of Cochin and the places dependant upon it from the station at which the Zilla Court is held; but it is the intention of the Governor in Council that the expense of the new establishment should not exceed that of an Assistant Judge.

V.—JUDICIAL CONSULTATION, DATED 9TH JUNE 1812.

Read—the following paper:—

Letter—from G. DOWDESWELL, Esq., Secretary to Government at Fort William.

To—D. HILL, Esq., Acting Secretary to Government at Fort St. George.

Dated—the 16th May 1812.

No.—1760.

I am directed to acknowledge the receipt of your Letter of the 28th ultimo with its enclosure and to request that you will acquaint the Honorable the Governor in Council that the Right Honorable the Governor-General in Council entirely approves the provisions of the proposed regulation for establishing a Court of civil Judicature and for the appointment of a magistrate of the Town of Cochin and its dependencies and that His Lordship in Council requests that the Regulation may be printed and published accordingly.

Minute of the President, dated 9th June 1812, No. 424.

The President proposes that Mr. J. H. Pearson be appointed Judge and Magistrate of the Town of Cochin and its dependencies.

Letter—from D. HILL, Esq., Ag: Secretary to Govt., Judl. Dept., Fort St. George.

To—J. H. PEARSON, Esq., Tellicherry.

Dated—the 9th June 1812.

1. The Hon'ble the Governor in Council has been pleased to appoint you to be Judge and Magistrate of the town of Cochin and its dependencies, with a salary of four-hundred pagodas per mensem.

* * * *

4. In communication with the Judge and Magistrate of North Malabar, you will also be pleased to report your opinion with regard to the proper limits of the jurisdiction of the Court at Cochin.

* * * *

VI.—JUDICIAL CONSULTATION, DATED 30TH JUNE 1812.

Read—the following paper:—

Letter—from J. H. PEARSON, Esq., Judge and Magistrate of Cochin.

To—the Secretary to Government in the Judicial Department, Fort St. George.

Dated—Tellicherry, the 19th June 1812.

* * * *

4. With regard to the limits of the jurisdiction of the Court of Cochin, I am led to think from a communication which I have already had with the Judge of South Malabar, that a further explanation of the intentions of Government will become necessary.

5. In the report relative to Cochin which I had the honor of addressing to Government, while acting Judge and Magistrate at Calicut, I took the liberty of suggesting that by the appointment of an Assistant Judge at Cochin Civil Causes arising in the southern parts of that Zillah might be referred to him for decision; by which arrangement the Parties and Witnesses would be saved much time and trouble and a great portion of them a considerable distance.

6. If it has been in view to this suggestion that I have been instructed to communicate with the Zillah Judge of South Malabar, it is natural to suppose it to be the intention of Government that such districts as are nearer to Cochin than to Calicut, and can be separated without inconvenience, should be placed within the jurisdiction of the new Court; such a dismemberment of the Southern Zillah however might probably meet with objections from the Judge, neither am I by any means convinced that the Honourable the Governor in Council has such a plan in view; but should the jurisdiction of the new Court be confined to the Dutch Settlement, though it will doubtless prove beneficial in a magisterial point of view, the good effects derivable from the Civil Court will be extremely limited, and I should be wanting in my duty if I neglected to state that it would be infinitely preferable, both in view to the public service, and the advantage of the community, that I should be considered only as an Assistant Judge and the Judge of the Zillah be permitted, or directed, to refer to me for trial and decision, all suits arising in the district of Palghat, Chowghat, and the Island of Chetwyte.

* * * *

ENCLOSURE.

Letter—from J. H. PEARSON, Esq., Judge and Magistrate of Cochin.

To—the Judge in the Zillah of South Malabar.

Dated—Tellicherry, the 19th June 1812.

I beg to transmit for your perusal Copy of a letter received by me from Government together with the new Regulation therein referred to.

I also inclose Copy of the answer which I have addressed to the Secretary to Government under this date, and have to request you will communicate your sentiments to Government, with as little delay as possible, on the subject of the proposed Jurisdiction of the New Court, about to be established at Cochin, in order that the Honourable the Governor in Council may be possessed of every information necessary to a decision on that point.

Letter—from D. HILL, Esq., Acting Secretary to Government, Fort St. George.

To—the Register to the Court of Sudder Adawlut.

Dated—the 30th June 1812.

Para. 1. I am directed to desire that the annexed copy of a letter from the Judge and Magistrate of Cochin and its dependencies may be laid before the Sudder Adawlut and that the opinion of that Court, with regard to the establishment which he proposes to entertain and to the most proper limits to the jurisdiction of his Court, may at as early a period as practicable be submitted for the consideration of the Honorable the Governor in Council, in order that no time may be lost in giving full effect to the provisions of regulation V, 1812.

2. When the expected letter from the Judge and Magistrate of South Malabar respecting the boundaries of the Cochin Court has been received, it shall be communicated to the Sudder Adawlut.

VII.—JUDICIAL CONSULTATION, DATED 3RD JULY 1812.

Read—the following paper:—

Letter—from G. W. GILLIO, Esq., Judge and Magistrate, South Malabar.

To—the Secretary to Government, Judicial Department, Fort St. George.

Dated—the 22nd June 1812.

1. I have the honor to acknowledge the receipt of your letter dated the 9th Instant, announcing Mr. Pearson's appointment as Judge and Magistrate of the Town of Cochin and its Dependencies, and desiring me, in communication with

that Gentleman, to report, for the information of the Honorable the Governor in Council, my opinion as to the proper Limits of the Jurisdiction of the Court of Cochin.

2. Mr. Pearson has favored me with a copy of his Letter of appointment, and of the proposed Regulation which accompanied it, together with a copy of his reply in which he suggests, that he may be considered only an assistant magistrate empowered to decide such suits as may be referred to him from this court, arising in the Districts of Palghat, Chowghat and Chetwye.

3. My own opinion upon the subject is that in Reference to Proximity, and the convenience of its Inhabitants, the Island of Chetwye should be included within the jurisdiction of the Court of Cochin; besides what were its dependencies as a Dutch Settlement when it capitulated to the British Arms in 1795—and I so far concur in Mr. Pearson's suggestion that I think with him, that it would be very beneficial to the community, were this Court empowered to refer for Decision to the Adawlut Court at Cochin such civil suits as would with more expedition be settled there, than what the course of business in this court could admit of here.—Such Power of Reference might, I presume, be granted, without there being any necessity for doing away Mr. Pearson's authority as a Magistrate at Cochin, an authority in the prompt and efficient execution of which, the Inhabitants of that Settlement (whose convenience is the avowed object of the proposed Regulation) are mostly interested and which cannot be exercised with the desired effect, at this distant station, so well, as on the Spot.

Letter—from D. HILL, Esq., Secretary to Government, Fort St. George.
To—the Register to the Court of Sudder Adawlut.
Dated—the 3rd July 1812.

I am now directed to transmit to you the accompanying copy of a letter from the Judge and Magistrate of South Malabar respecting the limits of the Court at Cochin and to desire that it may be taken into consideration together with the letter on the same subject from the Judge & Magistrate of Cochin which I transmitted to you on the 30th ultimo.

VIII.—JUDICIAL CONSULTATION, DATED 24TH JULY 1812.

Letter—from E. WOOD, Esq., Register, Sudder Udalut.
To—the Acting Secretary to Government, Judicial Department.
Dated—the 14th July 1812.

I am directed by the Sudder Udalut to transmit to you the accompanying extract from the Court's proceedings of this date, and to request you will lay the same before the Honorable the Governor in Council.

ENCLOSURE.

Extract from the Proceedings of the Sudder Udalut under date 14th July 1812.

4. The justness of the comparison will of course depend upon the extent of territory and population within the limits, which the Honorable the Governor in Council may be pleased to assign to the sphere of the judge and magistrate's authority. But, as it appears probable that the jurisdiction of the new court will be at least coextensive with that of the Seringapatam court, the estimated expence of its establishment of ministerial native officers may under any circumstances be considered moderate, while the projected distribution of the offices composing it, seems in every respect to be more judicious than that which has been adopted at Seringapatam.

5. Concerning the other point of reference, it appears to be agreed, in respect of the island of Chetwye, that it "should be included within the jurisdiction of the Court of Cochin, besides what were its dependencies as a Dutch settlement, when it capitulated to the British arms in 1795." So far the judge of Cochin, and the Judge of South Malabar are entirely unanimous. But the former goes further and expresses a decided opinion, that all the districts of the zilla of South Malabar, which are nearer to Cochin than Calicut, should be placed within his jurisdiction imagining, however, that "such a dismemberment of

the southern zilla might probably meet with objections from the judge," he concludes by suggesting that all suits arising in Palghat and Chowghat should be tried and decided by him, in the capacity of an assistant judge and in fact, this latter suggestion is only partially acquiesced in by Mr. Gillio,—who thinks, "it would be very beneficial to the community," were he "empowered to refer for decision to the adawlut court at Cochin such civil suits, as would with more expedition be settled there," than in his own court.

6. The court are not aware upon what public ground the judge of the zilla of South Malabar was supposed by Mr. Pearson to entertain sentiments unfavourable to the annexation of the southern districts of his zilla to the jurisdiction of the Cochin Court, but certainly the qualified assent, accorded by the former, with what views of local convenience or general utility is not apparent even to the more limited measure, proposed by the latter, of his being appointed assistant judge for the trial of all causes arising in those districts, does appear to justify and confirm Mr. Pearson's apprehension.

7. Of the measure itself it is to be observed that it appears to be obnoxious to all the inconveniences the consideration of which led the Court in the proceedings which they had the honor to lay before Government under date 28th January last, to advice that Cochin and its dependencies should be formed into a separate jurisdiction—and it would seem at present to merit attention only on the supposition that the judicial arrangements at Cochin are of a temporary nature, or in the probability of the court of the zilla of South Malabar being removed from Calicut further to the southward.

8. The Court see no reason to look forward to either of these contingencies and as it is to be presumed that the extension of the jurisdiction of the Court of Cochin over such districts as are most remote from Calicut, if calculated to conduce to the present convenience of the community,—a fact, admitted on both sides, would, by being rendered permanent, promise advantages at least of equal consequence, the Court could not admit a doubt of the expediency of such extension.

9. The papers, however, before them contain no information respecting the places, that come within the description of dependencies of Cochin, and the total want of information on this point appears to preclude the formation of a final opinion on the question. For, if these dependencies should prove to be of large extent, and to contain a considerable population litigiously disposed, "the town of Cochin and its dependencies," with the addition of Chetwye, may prove sufficiently extensive for the nature of the Court of Judicature and magistracy intended to be erected, and any further enlargement might occasion a necessity for placing its establishment on a par with the establishment of a Zilla Court, and involve pretensions on the part of the judge and magistrate to salary not inferior in amount to that of a zilla judge and magistrate.

ORDER—DATED 24TH JULY 1812.

Ordered that extract of these proceedings be transmitted to Mr. Acting Secretary Hill, for the purpose of being laid before the Honorable the Governor in Council.

Letter—from D. HILL, Esq., Secretary to Government, Judicial Department, Fort St. George.
To—the Register to the Court of Sudder Adawlut.
Dated—the 24th July 1812.

I am directed to acknowledge the receipt of your letter of the 14th instant and of the proceedings which accompanied it, and to transmit for the information of the Sudder Adawlut, the annexed copies of the letters which have in consequence been addressed to the Judge and Magistrate of Cochin and the Judge and Magistrate of South Malabar.

Letter—from D. HILL, Esq., Secretary to Government, Judicial Department, Fort St. George.
To—the Judge and Magistrate, South Malabar.
Dated—the 24th July 1812.

Para. 1. I am directed to acknowledge the receipt of your letter of the 22^d ultimo and to acquaint you that, under the information hitherto obtained, the Honorable the Governor in Council has not been enabled finally to decide what extent of jurisdiction it may be expedient to assign to the Court at Cochin, and in the meantime has only determined that the jurisdiction of the Court shall extend over Cochin and its dependencies as they were fixed at the period of its capitulation to the British arms and over the Island of Chetwye, to the inhabitants of which island it will be proper that you should make this determination publicly known.

2. With reference to some of the remarks submitted in your letter, I am directed to apprise you that the proposed measure of rendering the Court of Cochin dependent on that in South Malabar was formerly taken into consideration and rejected as being inexpedient.

Letter—from D. Hill, Esq., Secretary to Government, Fort St. George.
To—the Judge and Magistrate, Cochin,
Dated—the 24th July 1812.

Para 1. I am directed to acknowledge the receipt of your letter of the 19th ultimo and to acquaint you that the Honorable the Governor in Council is pleased to sanction the native establishment which you propose to entertain at a monthly expense of pagodas 232-32-11½, and considers it to be judiciously and economically regulated.

2. The Governor in Council will expect that such reductions as may be made in the existing establishment will take immediate effect.

3. Under the information received, the Governor in Council has not been enabled finally to decide what extent of jurisdiction it may be expedient to assign to the Court in which you preside, and in the meantime has only determined that the jurisdiction of the Court shall extend over Cochin and its dependencies as they were fixed at the period of its capitulation to the British arms and over the Island of Chetwye. You will be pleased to report, with as much accuracy as may be attainable, the boundaries, the extent and the population of the districts thus placed under your authority.

4. With reference to some of the remarks submitted in your letter, I am directed to apprise you that the proposed measure of rendering the Court of Cochin dependent on that in South Malabar was formerly taken into consideration and rejected as being inexpedient.

IX.—JUDICIAL CONSULTATION DATED 11TH SEPTEMBER 1812.

Read—the following paper:—

Letter—from J. H. Pearson, Esq., Judge and Magistrate, Cochin,
To—The Secretary to Government, Judicial Department,
Dated—the 28th August 1812.

In reference to that part of your letter of the 24th ultimo in which I am directed to report upon the boundaries, extent and population of the districts surrendered by Capitulation on the 19th October 1795 * and of the Island of Chetwye; I beg leave to inform you, for the information of the Honorable the Governor in Council, that the district last designated lies along the sea Coast and is 35 miles in length, but only 4 upon an average in breadth; and is separated from the Town of Cochin by the Island of Vypeen, in length 15 miles, a part of the Cochin Raja's territory—These Islands are divided from the mainland by a back-water navigable for Boats; and which commencing at the northern extremity of Chetwye, is continued in a southerly direction some miles beyond Quilon; Viz^t. during an extent of about 140 Miles—this back-water is intersected by the Cochin river at about half a mile from its mouth, and which river again is navigable for Boats for about 60 miles in a north-easterly direction, independent of its several branches which diverge, more or less, to the Northward and Southward—at the mouth of this river, and on the southern bank, is situated the Town of Cochin, the southern end of the Vipeen Island immediately opposite being considerably within the range of shot, a small portion thereof about 1320 yards the breadth of the Island, and extending about 180 yards from the bank of the river, was given up by the Cochin Raja.

There are further two small Islands situated about a mile up the river, one called Rama Toorty *alias* St. Domingos from 4 to 5 miles in circumference the other Cheria Ram Toorty one mile in circumference.

In regard to the Company's limits to the Southward and Eastward of the Town (the river being to the North and the sea to the West) it is now impossible to speak with any degree of certainty.

* Treaty No. VI, Part I, prefixed to this Selection.

During the Portuguese Government the Fort was much larger, and the extent of Country on the outside much greater than at any time under the Dutch Government who dismantled the old Fortification and built that destroyed by us in the year 1803.

The only Treaty forth-coming relative to their territorial acquisitions, is that of the then Raja with Admiral Van Goens, entered into in the year 1663, a short time after the settlement was possessed by the Dutch; in which the Rajah makes over to that nation the Islands and places held by the Portuguese and guarantees to the Company the Esplanade round the Fort. How far this Esplanade then extended it will be very difficult now to ascertain; a great portion of it being covered with houses, Cocoanut oarts and Paddy grounds. To the eastward along the bank of the river it may be ascertained from documents on record to have extended at least 1,000 yards; and whence it probably ran in a south-westerly direction to the sea—the Company's limits to the southward being confessedly to a much greater extent—Garden houses, built by permission of the local Government, being situated at the distance of a mile in that direction—the generally received opinion is that the settlement is limited to the southward only by the Church of St. Louis, about two miles from the Town.

The Factory at Quilon distant 90 miles from Cochin is surrounded by a small tract of land extending from the sea to the back-water about 1086 yards, and about 441 from North to South.

The greatest and most valuable portion of the territory possessed by the Dutch was sold at different periods to the Travancore and Cochin Rajas—what remains I have above endeavoured to describe—but there are still in various parts of the Cochin, and also in the Travancore Country, detached Parambas (Cocoanut Topes) and pieces of ground which, I cannot say by what means, came into possession of the Dutch Government, and at this time pay Revenue to the Collector of Malabar—in like manner, since parts of the Esplanade, above referred to, have been cultivated, the Rajahs by purchase and otherwise, have obtained possession of distinct portions thereof, and upon the grounds of such possession have more than once founded Claim of Sovereignty to the whole; which if not avowedly admitted, has been sometimes tacitly acceded to, through the weakness and imbecility of the local executive authority—One circumstance which has contributed more than any other to this Confusion is that of the lands in question never having paid Revenue—the assessment in this Settlement appearing to be confined to grounds originally purchased by the Company, and afterwards rented out to individuals.

The population of the Island of Chetwye is computed at	11,494
That of the Town of Cochin and its Dependencies including Quilon viz ^t . the Dutch and Portuguese inhabitants, and their Dependants, the Malabar Christians and also the Canareens, or Konkarnies, Banians, Silversmiths, and other inferior Casts	10,209
The native Portuguese and Malabar Christians living in the Cochin Country under the protection of the Company	20,000
White Jews	198
Total...	41,901

The Classes of native Christians living out of the Company's limits & intermixed with the Rajah's other subjects and computed at about 20,000 are dispersed over the Western parts of the Cochin Rajah's territories, their residences and property extending 15 miles in a northerly direction from the Town and about the same distance to the North-East and East—to the southward they extend about 9 miles viz^t. to the Travancore boundary.

These people are supposed to have been originally Syrians, of the Greek persuasion, converted to the Catholick faith by the Portuguese, and thereby separated from their brethern, who also form a considerable portion of the population of this part of the Coast, and are well treated, while the classes herein referred to have, during the last five and twenty years, been subject to every kind of persecution.

Their number being at first small there was no difficulty in providing for them within the more extensive limits possessed by the Portuguese, they however were gradually increased by Converts among the natives in such a manner, as obliged them to purchase and rent grounds in the Cochin Country, but in consideration of the relations subsisting between the two Governments, were not held amenable to the Rajah; neither did they pay him any revenue.

During the prosperity of the Dutch Government the most ample protection was extended to them, but during the Government of Mr. Van Anglebeck, the same poverty and weakness which obliged him to sell a great portion of the Company's Territory led him to overlook the encroachments of the Rajah on the boundary, and to wink at the demands which were made for Revenue from the Christians under his protection. These demands were legalized, but still limited, by a Treaty between the two Governments in 1785. This would not appear however to have satisfied the native Government, and demands over and above those authorized by the Treaty were soon renewed, and carried to a still greater length under the subsequent administration of Mr. Van Spall, at which time the Rajah made an effort to reduce them to poverty by depriving them of their estates, at an arbitrary and unfair valuation; he persisted to the exclusion of, it is said, about 200 Families when luckily his funds failing, the Town of Cochin and its dependencies were in the meantime surrendered to the British Government.

During the life time of the Rajah who died in the year 1804 attempts were frequently renewed both to encroach on the Company's boundary and to assume an unlimited authority over the Christians; the nature whereof, and the sense entertained of the Rajah's Conduct by Government, will fully appear from the accompanying Copy of a letter addressed to him by the Governor of Bombay.

During the reign of his successor this persecution in a great measure ceased, but has been renewed with increased violence; during the last 3 and 4 years, demands which they conceive with reason to be illegal and unjust, have been enforced by means the most cruel and disgraceful, the consequences prove such as might be naturally expected; a great portion of the people thus oppressed, prefer a life of beggary to the chance of procuring a precarious subsistence by agriculture; liberal offers I am told were made to them by the Cochin Dewan, about two years ago, if they would resume the cultivation of the waste lands, but after what they had suffered during the disturbances and from unheard of demands for revenue being increased upon them daily, they would not be persuaded but that the object was merely to cajole them into tilling the ground, the produce whereof they would be immediately deprived of.

The manner in which judicial proceedings were conducted under the Dutch Government I have reason to believe was extremely loose—everything was done by verbal conference by means of deputations of the Company's servants to the Rajah, or his principal Karriakar.

In administering justice to the several classes of people now under the Protection of this Court, I must of course be guided by the existing Regulations; and it will doubtless appear to the Honorable the Governor in Council obviously impossible for me to carry into execution my decrees, or those of the Provincial Court at any distance from the Town, unless the native officers of the Cochin country are instructed to obey my orders in all matters relative to the distraint, sequestration, and ultimate sale, of personal and real property.

I trust the Honorable the Governor in Council will not think I have carried my forbearance to too great a length when I acknowledge it to be known to me that at this moment there are many individuals nominally under the protection of this Court, in prison and in Irons in the Kacheries of the Rajah's servants in this neighbourhood: until I could receive the orders of Government on the subject, I have considered it sufficient to address the Political Resident publicly (this I did under date the 29th ultimo) and to warn such of the native servants as I could obtain a sight of, to beware of exceeding the orders which they received from the Political Resident: whether my not having received an answer to the public letter abovementioned, or to others subsequently written, proceeds from the multiplicity of affairs Major Munro is engaged in, or whether he

thinks it necessary to await the orders of Government, I cannot judge; but that the evils complained of stand in need of an immediate remedy will not be doubted.

As far as I can understand from a demi official letter (the only Communication I have received from the Political Resident) it appears to be Major Munro's opinion that the Treaties herein referred to have been essentially altered by the last subsidiary Treaty; but as he has not complied with my request to be furnished with a Copy of that Document, I can form no idea of the accuracy of such opinion, and indeed it would be presumption in me to discuss a point upon which Government alone is competent to judge.

ENCLOSURE.

Letter—from the Hon^{ble} the Governor of Bombay, Gen^l. Duncan.

To—the Rajah of Cochin.

Dated—the 9th April 1800 or 29th Menom 975 M.S.

Four Letters under your Seal have since my last to you, by General Stuart, reached me, and tho' contrary to the Usage and practice observed, by all the Princes of India in their Correspondence with the British Government, neither the date, nor even your Signature is affixed to those letters; I shall nevertheless, in the present instance, waive this informality; as I sincerely wish, to convince you, not only of the impartiality, the candid intentions, and generous proceedings of this Government towards you, but also of the erroneous motives, and ill-grounded apprehensions, that I have reason to suspect, have principally influenced your conduct in your late attempts to make several manifest encroachments upon the ascertained rights of Government, premising, that, in the same manner, as it is beneath the dignity of a prince of your Cast, and descent to assert Claims against the clear tenor of Solemn treaties, and the notorious practice of former times; so it would be against the honor, and the Maxims of the Company, to relinquish upon no better surmises, than what you have adduced, either to General Stuart, or Major Walker in support of your assertions, any part of their Justly acquired possessions, much less the rights, and privileges of those, who in Virtue of Our Capitulation with the Dutch have an undisputed Claim to our protection, upon the same principle, I am equally inclined, and firmly resolved to maintain and insure to you, the unmolested possession of such rights, as from the tenor of former treaties, and the written records, you are also Justly entitled to, of which, I have already given you a strong, and unequivocal proof in acknowledging and confirming your right to a certain share of the Alfandigo, and ordering the amount to be tendered to you, and which you have since received, and yet you still continue to urge in your letters, that you are entitled to a full moiety of these customs; in reply to which, I must therefore reluctantly refer you again to the treaty concluded on the 6th April 1698, between the Dutch Commander Swaardecroon, and one of your ancestors, Ramorma, or Rama Verma, whence this share of the Alfandigo appears clearly to have been expressly conceded to you, as a kind of Gratuity, in order to insure a certain revenue to your family for their subsistence; and the Dutch have accordingly reserved to themselves not only the full, entire, and exclusive right of making alterations in the rate of these Customs; but that, also of regulating from time to time the mode of levying them, having occasionally collected them by their own people, and at other periods, farmed them out, without reference to you; till at last in the year 1760 in the month of June they reduced the Customs from 10 to 5 per Cent, of which two-fifths were reserved to the Company, two-fifths were assigned to your ancestor, and one-fifth allowed as a perquisite to the Governor, who also continued to receive in the same manner the whole proceeds of the Customs on timber, opium, Nelly &c. in further part of the allowances for the support of his station all which, not only the abovementioned treaty, the uniform series of written records from that period till the day of the Surrender of Cochin to our Arms—but also the annual accounts, and receipts, from yourself, the farmer, and the Shabandar do most incontestably prove, without its having been, in your power, to adduce any valid argument to the contrary; I have therefore only to observe to you that since our Company allows fixed salaries to their Servants, in lieu of perquisites, this additional one per Cent, as also the amount of the Customs on timber, opium &c., are, of course to be collected on their sole account, and without your participation, as is likewise the opinion of the Right Honorable the Earl of Mornington, the Governor-General of Bengal, in his letter to this Presidency of the 20th February 1800 answering to the 11th of Koombhum 975 Malabar Style, which having been so recently received, I cannot omit, on the present opportunity, to impart to you, as carrying with it the utmost possible weight, that the decision of the highest authority is always entitled to, from these, who live under its protection.

2. The next object immediately connected with the foregoing is your attempt to send out Vessels without Passports from the Fort, and without manifesting the Cargo, or paying Customs for it, which you still presume to defend in your letters to me; to which I can only observe, that no such privilege was granted, or guaranteed, to you in any treaty, your ancestors made with the Dutch Government, and which are all

in my possession, and that so far from the Dutch allowing you such an immunity, which in fact would have deprived them, in a short time, of the greatest part of the export duties, the few instances alledged in your own case (for it does not appear, that any of your ancestors was ever concerned in trade) have, upon investigation, been found to evince the contrary, of what you intended to infer from them; for, from the vouchers which General Stuart has shewn you, it is evident, that you took passports from the Dutch Government, which are registered on their records, that you also manifested a list of the Cargo, and that the customs were paid as a matter of course; and should even the farmer, in one instance, have allowed your Vessel to pass without exacting the Customs, this could only infer a Voluntary acquiescence on his part, for some other consideration, since undoubtedly the Dutch Government would have been obliged to support him, if he had thought fit to complain, or if this question had ever been brought to issue, agreeably to the terms of the farm-lease which cannot be unknown to you; and to close this part of the subject, it is proper here further to advise you, that the view, I have here taken of this particular article, is also, in concurrence with the sentiments of the Right Honorable the Earl of Mornington, the Governor-General of Bengal, and of all British India, who has also signified for my guidance the entire expediency of your Commerce not, in any case, extending to the importation of warlike Stores, according to the General regulations, communicated some time ago to Mr. Oliphant, and which as he published at the time for General information, so he must now be careful duly to enforce, and will be ready to furnish you with the detailed Regulation, if his former Publication should not have reached your knowledge.

3. The next object of your representation is against the orders we have found proper to issue to the Commanding officer for the removal of the Chowkey, which you have some time ago in a clandestine manner established on the east side of the Muttancherry bridge, but as this question is also connected with the other encroachments you have lately made on your boundary on all sides, as already demonstrated to you by Major Walker; I shall now by recapitulating as concisely as possible all the arguments, that concur in the Establishment of our unquestionable right to the Jurisdiction on the side of Muttancherry, at the Canaree Bazar and in the Pagodinho, as exercised by the Dutch Government, and in general over the foreign casts who mostly live in these boundaries, at once convince you, that I am equally acquainted with the extent of our rights, which I am obliged to maintain, as with the concessions, that have been made to you by the Dutch Government and which I am also far from wishing to infringe on, to your advantage.

4. In the treaty made by the Dutch Admiral Ryckloff Van Goens, and your ancestor Mootadawille on the 20th March 1663 it is expressly stipulated in the 13th article that the plain about the fort shall not be planted with trees without consent of the Company; now this plain extending, (as is the case with all fortifications) a canon-shot around, according to the demarcation pointed out, and explained in the conferences between you and Major Walker, and Mr. Oliphant, constituted a Boundary; without which it would be impossible to defend the fort and has never been disputed by any of your ancestors but as they were allowed successively to acquire by private title, like any other Individual, some of the Gardens and houses that have since been erected on the east side of Muttancherry-bridge, they at the same time commenced to levy some small taxes from the Natives in these quarters, till on the arrival of Mr. Senff, this innovation became the subject of an open rupture between your ancestor, and the Dutch Government, who not only asserted their territorial rights, but also leased out and collected on their own account these very taxes, which your ancestors had introduced. However the subsequent Governor Mr. Moens was prevailed upon to enter into a New agreement on the 14th February 1772, wherein the Raja agreed to pay the sum of 14,054 Rupees to the Dutch by way of indemnification for the expences of the preceding warfare, after which the second article expressly recited on the part of your ancestor, the under quoted words—"We promise not to introduce any increase of the Tolls, not only at Muttancherry, the Canaree Bazar, and Pagodinho, but also that we shall not possess therein more than we have enjoyed there, from former times, and by old limitation, we promise to furnish to the Company a specified list of what there is to be paid, and has always been paid in order that if Complaints should be made to the Company by the merchants and Inhabitants, the Company may be able to decide according to equity, by which decision we shall abide. We further promise to issue no orders to any Canaree, nor to impose taxes on them, which are contrary to old customs, and that all Canarees shall have liberty to complain to the Company, and have Justice procured them by the Company in case they should think themselves injured, and in the event of the subjects and Inhabitants of the Company having Money to demand from the Canarees or other Complaints against them; We promise not to hear such Complaints but to send them to the Company to be decided there, and the sentence executed by them; In the same manner, we are not to interfere with the Banyans, and Silversmiths, and their

"quarter, and we promise also not to transact, or to cause to be transacted, any cause of importance concerning the Canaree Pagoda, much less, to demand their lending us Money; or to appoint their chiefs, or to adopt their high-priests, without especial knowledge and permission of the Company."

5. This formal and positive engagement between your ancestor, and Governor Moens, has never been invalidated by any subsequent treaty; but stands on the contrary confirmed, as much as possible, by your own express reference thereto, and written avowal of its being binding on you, in a letter to the then Dutch Governor of Cochin, under your own attestation bearing date the 30th of December 1790 answering to the Month of Danoo of the Malabar year 965 on an occasion relative to the Canaree Pagoda, which you therein expressly acknowledged your consequent incapacity, in virtue of the Treaty with Governor Moens, to raise any Money from, or generally to impose any new tax or pass any order, in the Premises, that militated against former usage, without the said Governor Mr. Van Angelbeek's permission. By the terms of the said treaty, as concluded between the Dutch administration and your ancestor in the time of Governor Moens in the Christian Year 1772 answering to the Malabar year 947 not only the old indispensable boundary was preserved, but also the protection of the foreign Casts minutely explained, and confirmed to the Company. It is also a known fact, that a Dutch Guard used to be stationed always at Muttancherry and the Canaree Bazar, and that their Government, and Courts of Law took cognizance in all cases of complaint from their Vassals; against any molestation from your officers, as well as that the operation of their Court of Justice had a free course throughout all these quarters, without any contradiction from you; and several cases still pending and handed over to us from the late Dutch Court of Justice, prove that they were in the full exercise of their Jurisdiction, till the day of Surrender of the fort to the British Arms, and yourself pleaded this dependence, and Vassalage on a former occasion to Mr. Powney, and the Madras Government during the negotiation for the Lease of the Districts you hold at present from our Company, as was repeatedly alleged by you, and the late Mr. Van Angelbeek during my residence at Ayacotta, and Cochin in the year 1793 English Style, answering to the Malabar year 969 of which the Supreme Government in Bengal were at the period duly informed.

6. Still notwithstanding the sacredness of a solemn treaty, the incontestable proof of a constant and uniform exercise of these rights, and against the living testimony of thousand witnesses, you do not merely content yourself with contesting these manifest rights, but also took upon you to erect some time ago a new Chowkey close to our fort where you exacted duties on provisions, contrary to the Tenor, and Purport of former Treaties, down to your own, of the 29th of Kauny 961 Malabar style, with Governor Van Angelbeek, and this Chowkey you contrived, it seems, to run hastily up, in the night time upon a spot that not only belongs unquestionably to us, but of which even a Lease was granted to a Banyan, one of our subjects and who holds it still from us, when I consider, on one side, this series of undeniable evidences, and on the other side, reflect, that you still persevere in contesting these facts in your letters to me, and in your conferences with Messieurs Walker and Oliphant, without even producing the smallest proof in support of your assertions. I cannot but very seriously lament the preposterous, and unavailing disposition that your advisers appear to have but too successfully influenced you with to aim at such important and unlooked for invasions of the Rights of the Company. But as it is at the same time an extremely unpleasant task to me to animadvert more on this subject, and since I do not wish to increase the regret you must, on mature reflection, feel for having allowed yourself to be so much misguided by evil Council—I shall in regard to the by-past drop a veil over this part of your Conduct towards us, and shall therefore only further acquaint you, that the removal of your Chokey from our Territory at Calvetty Bridge has also been approved of by the Supreme Government (having already pointed out that your collecting duties so near the Town, is equally against the letter and spirit of your treaties with Mr. Moens and Mr. Van Angelbeek) and that supposing you to have availed yourself of the want of minute information on our part of the Dutch Rights—to have begun for some time, since our conquest of Cochin, to levy tolls on the spot in question—Your having so acted would constitute no proof of your just title, but be only one, of an attempt at unjust encroachment; and I shall now, I hope, for ever dismiss this disagreeable subject, with assuring you that in abiding (as from the duties of my Station, I am bound, and determined to do) by the old Boundary, according to the approved Practice in the time of the Dutch, as explained to you by Major Walker, and Mr. Oliphant, I shall be equally ready to ensure to you, the right of collecting there, such taxes, and after the same rates, as have been agreed upon by you in the year 1772 in pursuance of Mr. Moens's Negotiation and the Terms then concluded as already notified to you by Mr. Walker, which shall be strictly adhered to in future; preserving to you likewise, all your just rights as the Proprietor of any grounds within the said Limits; between which and the Right of either altogether independant, or even of tributary sovereignty, I need not to a person of your knowledge, experience, and discernment, point out the obvious difference, and known and acknowledged distinctions.

7. I take this opportunity also to advise you that I have resolved to re-establish a regular court of justice at Cochin upon the former footing, the Members of which are directed to proceed and be guided in all matters relative to the Christians, white Jews and Canarees (for the Banyans & Silversmiths being solely our own subjects there can be no misconstruction in respect to these two casts) according to the letter of the treaty made between your ancestor, and Mr. Moons on the 14th February 1772, and in respect to the Christians of the Latin Rite, in particular, in conformity to the agreement made between yourself and Mr. Van Angelbeek in the year 1786 and to afford them in General that degree of protection, to which in virtue of the abovementioned treaty they are entitled from us, and which they have enjoyed under the Dutch Government; except that, in view to the degree of verbal permission said to have (however unauthorisedly) subsequently conceded to you by Mr. Van Spall to redeem the Canna-tenures of the Christians, at a fair price, the Court may acquiesce therein, after two Commissioners shall have, in every instance, attended, on the part of the Commissioner, and of the Court of Justice, at Cochin and fairly valued the quantum of required redemption Money, and also seen the same paid to the party before he be dispossessed; a precaution becomes the more necessary from some of those that have already been removed, complaining heavily of being still without any just indemnification for their outlay on the lands in question, which on being, in any instance, ascertained by the Court of Justice; I am persuaded that your own Love of Equity, so becoming a just Ruler, will induce you on the first intimation of the proof of the facts thus alleged, to cause complete satisfaction to be rendered, for which it will, on every account, be highly gratifying to me to hear of, as well as to the Right Hon^{ble} the Governor-General.

8. I have also to add that, in the sequel of our minute investigation of the affairs of Cochin, we have unavoidably also become acquainted with the plan that has been formed to preclude the Dutch creditors of Meyer Rabby from the recovery of the money lent to him, and his relatives, and as at the same time it is strongly asserted on their part, that the ruin of this Man, and of the numerous Orphans, and other helpless objects, whom it would involve, is principally owing to your not reimbursing him for the considerable sums of Money advanced to you, and your family, of which we have ordered the accounts to be laid before us; I hope, that, since the honor of your family is so intimately concerned in the speedy liquidation of this debt, you will, without loss of time, adopt measures either to pay the amount into the hands of the trustees, that will be appointed by the Court of Justice to receive it, or clearly to shew that you owe to the said Rabby nothing in order to prevent the disagreeable consequence of our being otherwise eventually obliged, however reluctantly, to comply with the requisition that the said Court of Justice may otherwise find itself bound in duty to prefer, to this Government to withhold your share of the customs, as security, in behalf of the general Body of the said Rabbi's creditors; to whom it has already been observed, that it is incumbent on us to extend, in their present situation, the same protection as to natural born British subjects, or to yourself in case of need, which we shall be always happy to shew a ready willingness in, on the condition of a suitable deportment on your part, of which we will not doubt, after the present full explanation of all my Intentions, and of those of Government.

9. It is almost unnecessary to acquaint you that, in conformity to the existing treaties with the Dutch, and the uniform practice during their Government, you cannot be allowed to coin fanams, or other coin; anywhere else, than within our fortress of Cochin, and in presence of Commissioners to be appointed by us, whenever you may apply for it, in the same manner, as the proceeding on record will point out.

10. Before I conclude, it is however requisite that I acquaint you that the by-past correspondence with you on several of the preceding subjects having been laid before the Governor-General in Council His Lordship has expressed his extreme surprize that you should have urged claims so entirely without foundation; adding, that, as the British Government have adhered strictly to the letter of the engagements concluded with you in 1790 and maintained you in the full and unmolested management of your Country, on terms, in every respect, highly advantageous to you, His Lordship expects, that will punctually discharge your payments, and that, as a tributary of the British Government, you will cheerfully conform to all regulations which it may be deemed advisable to adopt, with regard to trade, or other matters, affecting the general interests of the British Empire in India.

Letter—from Wm. THACKERAY, Esq., Chief Secretary to Govt.
To—the Resident at Travancore.
Dated—Fort St. George, the 11th September 1812.

In continuation of the subject of my letter under date the 6th March last, I am directed by the Honorable the Governor in Council to transmit to you for your early consideration and report the enclosed copy of a letter dated the 28th ult^o. from the Judge and Magistrate at Cochin and to desire that all places and persons which were subject to the Dutch Government and entitled to the protection

of that Government by the agreement existing between the Dutch and the Rajah of Cochin at the time of the surrender of Cochin should now be considered to belong to the British government and to be entitled to its protection and that it is desirable that these places and persons should be defined.

You will accordingly, in communication with the Judge and Magistrate at Cochin, take immediate steps for ascertaining the place and persons entitled to the protection of the court established at Cochin and for securing to them that protection.

The Governor in Council also desires that the persons who are subject to be nominally under the protection of the Court at Cochin but confined in irons in the Rajah's Cutcherry may be immediately released, or the cause of their detention communicated to the Judge and Magistrate.

Letter—from Wm. THACKERAY, Esq., Chief Secy. to Govt., Fort St. George.
To—the Judge & Magistrate at Cochin.
Dated—the 11th September 1812.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter under date the 28th ult^o. and to transmit to you, for your information and guidance, the enclosed copy of a letter of this date addressed under the orders of the Governor in Council to the Resident in Travancore.

X.—JUDICIAL CONSULTATION, DATED 27TH OCTOBER 1812.

Read—the following paper:—

Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Secretary to Government, Judicial Department.
Dated—the 26th September 1812.

I have to request you will submit to the Honorable the Governor in Council the accompanying copies of two Petitions presented to me on behalf of the widows and Children of Mess^{rs}. Berents and Schacht lately deceased, leaving their Families in the same wretched state of indigence by which the Government was induced to grant each of those persons a small pension of 20 Rupees per mensem, the half of which I should hope there will be no objection to being continued during the lives of the widows, and until the elder of the Children are able to earn a subsistence for themselves.

Several Petitions for pensions were made over to me by the Magistrate of the Zillah South Malabar, and others have been presented to me since I entered upon my duties at this place, all in the name of Persons, no doubt in much distress, but as it appears to me there are very few Families in the settlement who have not equal reason to complain and as it seems impossible the bounty of Government can be extended generally in the form of Pensions, I have considered it my duty to forward only the two in question.

The misery however of several Families who conceiving they have no claim upon Government for Pensions suffer in silence and unseen is beyond anything the Hon^{ble} the Governor in Council can have a conception of, and I conceive I should be wanting in my duty as a magistrate if I neglected to state the means, however confined, by which a partial relief might be afforded to the Poor of this place.

In my letter to Government under date the 28th August, I had the honor to state that certain lands (Paddy grounds and cocoanut Oarts) appertaining to the Dutch Settlement paid no tax to Government—and indeed to assess them with a view to increase the public Revenue would scarcely be worth the trouble, but were they moderately taxed and the proprietors or occupants called upon to deliver, in

kind at proper periods, a certain portion of their produce, the tax without bearing hard upon the Cultivators would go some way in subsisting about 200 street beggars mostly unable to work, even if they could procure employment which they cannot, and who derive a scanty livelihood from those who (with comparatively few exceptions) are ill able to afford them even a measure of rice during the week.

There are also Paddy grounds in the neighbourhood of the Town which a few years ago were given to certain individuals, with an exemption from all demands on the score of revenue for 20 years—but as the grounds in question are already in a complete state of cultivation, and as the proprietors are among the richest of the Company's native subjects, I imagine they would not object, if called upon, to deliver in a limited portion of the produce, in aid of the Charitable purpose above specified, upon condition of its being discontinued at the period at which revenue will be demanded from them.

There are two Ferries in the neighbourhood of this place, namely Vypeen and Anjakamal, the amount collected thereat, together with a ground rent paid by a few Banyans permitted to build on the esplanade, was appropriated, with some other portions of the public revenue during the time of the Dutch, to the maintenance of the Leper Hospital purposes. These ferries and ground rent at present yield only 69 Rupees per mensem which is expended on the Hospital in question and the balance, if any, carried to the head of deposits. The sum now in deposit (about 100 Pagodas) together with the monthly balance might with propriety I should conceive be made over to the poor fund.

The sum thus procurable might be considerably increased by levying a small tax on the workshops of silver-smiths, Black-smiths, Carpenters and generally on all the shops in the Town and suburbs, which at present pay nothing: a tax might also be laid with great propriety on the numerous small tonies which ply on the river, and contrary to existing Regulations, frequently take passengers across to the injury of the Farmer of the Ferry.

A third description of poor for whose relief the interference of Government seems essentially necessary is the numerous class of mechanics and labourers who are both able and willing to work but suffer from the mere want of employment.

An order is in existence at this place by which the Arabs are prohibited from building or repairing vessels at Cochin—they are not permitted to purchase even Timber or Plank, this prohibition I am informed does not extend in its full force to the neighbouring Port of Alepee, there being at this moment, if I am not misinformed no less than 5 large vessels preparing for sea that have been built there within the last twelve months—Timber and Plank is also exported, and vessels of all descriptions allowed to be repaired but should it even prove the case, that these indulgences are granted under certain restrictions, it will no doubt appear just to the Honorable the Governor in Council that the same indulgences, under similar restrictions, should be extended to the Port of Cochin.

The Arabs however are not the only description of people who have deserted this harbour—it is almost entirely forsaken by ships and vessels trading under British Colours.

The River of Cochin from the depth of water on the Bar, the convenience of its banks, the profusion of good Timber, and the low rate of labour is by far the most eligible Port for building and repairing ships and smaller vessels on the Western Coast, while trade flourished it was much frequented for those purposes, but since the decline of trade, what was not felt before, now operates in so serious a manner, as to induce merchants and others concerned, to forego all the advantages which the Port affords, for the purpose of avoiding the very extravagant duties of Pilotage and anchorage which continue to be demanded at this place.

Both are collected in reference to the number of masts, and not according to the Tonnage—Vessels from 150 to 200 Tons are frequently made ships, as being easier managed by native seamen, while at the same time Brigs are met with nearly double their size—these Brigs, whatever may be their burthen, pay only half the sum in duties which a little ship of 150 Tons is obliged to pay.

Upon an average of three years past I find these duties have amounted only 50 Pagodas per mensem, but were they modified, and encouragement held out by means of an advertisement in the public papers, considerable benefit might be expected as well to the public revenue, as to the condition of the lower classes of the population of Cochin.

Another subject of grievance at this place, which it is my duty to bring to the notice of the Honorable the Governor in Council, is that of the Protestant and most respectable portion of community having for eight years past been deprived of the means of public worship, and of every other comfort and satisfaction which is derived from the presence of a respectable Clergyman, none having been entertained since the death of Mr. Cornelisz and I am credibly informed that want of the proper opportunities of attending Divine service, has operated as a sufficient motive to induce a considerable number, heretofore of the reformed religion, to embrace the Catholic faith.

I have had an Estimate made of the repairs necessary to the Church but find they would amount to about 1,200 Pagodas, a much greater sum than Government can be expected to defray; neither indeed is it necessary, the population being very much reduced from what it was, and should the Honorable the Governor in Council be pleased to renew the allowance made to the last Clergyman employed here and by application to the Government of Ceylon to procure a person to fill that situation, one of the buildings, the property of Government, might at a trifling expence, be fitted up as a Chapel, and would answer equally well with a larger Church.

The salary formerly granted to the Clergyman was I believe about 40 Pagodas per mensem which would probably be considered sufficient, in a place where provisions are very cheap, by any young member of the Church who has no immediate employment.

ORDER—DATED 27TH OCTOBER 1812.

Ordered that an extract of the foregoing letter be furnished to the Board of Revenue for their information and guidance.

XI.—JUDICIAL CONSULTATION, DATED 13TH NOVEMBER 1812.

Read—the following papers:—

(1)

Letter—from J. MUNRO, Esq., Resident at Travancore.
To—the Chief Secretary to the Government, Fort St. George.
Dated—Shenkottah, the 3rd October 1812.

The subsisting relations between the British Nation and the Rajah of Cochin appear to demand early consideration of the Government. The treaties concluded by the Dutch Company and the Rajah of Cochin continue to be acted upon by British authorities, while their provisions seem to have been entirely superseded and abrogated by the subsidiary treaty formed in 1809 between the Rajah and the English Company.

I have been unable to discover the exact nature of the engagement which subsisted between the Rajah of Cochin and the Portuguese nation while they maintained their power in that country. The Dutch subdued the Fort of Cochin in 1663 and concluded in the same year their first treaty of alliance with the Rajah. In that Treaty, of which I forward a copy, it is stipulated on the part of the Dutch East India Company that they shall favour and protect the Rajah in his dignities, and aid, assist and defend him against his enemies; and on the part of the Rajah that the Dutch Company shall enjoy the same rights and privileges which the Portuguese possessed in the Fort of Cochin and its dependencies which are specified, that the Rajah shall give to the Dutch Company all the pepper and cinnamon which his country produces; that he shall permit them to erect forts

and establish Garrisons in certain situations; and that the Christians formerly under the Portuguese shall be under the authority of the Dutch company and subject to their jurisdiction. There are other articles in this treaty of subordinate consequence. I am not acquainted with any other engagements which may have been executed between the Rajah and the Dutch East India Company until 1772 when an agreement took place in which the Rajah promised to avoid all interference in the concerns of the Canareens, Banians and Silver smiths, who were at liberty to refer their complaints to the decision of the Dutch Company. In 1785 another treaty was concluded between the Dutch Company and the Rajah defining the rents to be paid by the Christian subjects of the Rajah, who are stated in that agreement to be "also Vassals of the Company" fixing the manner in which the revenues were to be collected from the Christians and placing that class of the inhabitants of the Rajah's dominions still more under the jurisdiction and control of the Company. An agreement was at the same time made determining the terms upon which the Rajah should obtain supplies of salt from His Christian subjects. This appears to have been the last treaty executed by the Dutch Company and the Rajah, between whom disputes and even open hostilities had frequently taken place subsequently to the period of their first connection.

The Dutch nation did not very punctually execute their engagement to defend the Rajah against all his Enemies, for during the continuance of their alliance he was frequently attacked and defeated and he was at length deprived of nearly all his dominions and reduced to the state of a tributary by Tippoo Sultan. The British Nation having conquered these dominions from Tippoo, restored them to the Rajah on condition of receiving a peishcush of one lac of rupees; upon this occasion in 1790 a treaty was concluded between the Rajah and the English Company, in which it was agreed that he should become tributary to the Company, should have a complete and unlimited authority over the possessions restored to him acknowledging the sovereignty of the Company, and should pay a Peishcush of one lac of Rupees on account of those territories. This treaty was concluded with the full consent of the Dutch Government of Cochin, and contains the following article disclaiming all interference in the engagements which subsisted between the Dutch Company and the Rajah "Art. 5. That in consequence of a contract that exists between the Northerlands Company and the Rajah Ramah Wurmah of Cochin the Honorable the Governor in Council of Madras does not require conditions to be entered into that would tend to the prejudice of the contents of the contract between the aforementioned parties; it is found good that Ramah Wurmah shall be tributary to the Honorable the English East India Company for such Districts and places abovementioned as are now in the power of Tippoo Sultaun and for which the aforementioned Rajah was his tributary and further what the Honorable Northerlands Company have no claim to." The British Government in 1795 conquered the Fort of Cochin, and by virtue of this conquest transferred to itself the treaties then subsisting between the Netherlands Company and the Rajah. This arrangement was ineffectually resisted by the Rajah and, without derogating from the high respect due to the authorities by which it was adopted, I trust that I may be permitted to express a doubt whether it was consonant to the law of Nations or the maxims of sound policy. The English Government having acted upon the Dutch treaties, discussions ensued which produced the accompanying * letter from Mr. Duncan to the Rajah of Cochin explaining the grounds of that procedure. Mr. Duncan states as the basis of his measures, the position in my judgment not altogether tenable, that the English Government succeeded by virtue of the conquest of Cochin to the treaties which were concluded between the Rajah and the Dutch Company. The Rajah seems to have acquiesced in this view of the question; and the Dutch treaties were acted upon by the British constituted authorities at Cochin until War broke out in 1808 between the Rajah and the English; after the termination of hostilities a fresh subsidiary treaty was concluded in 1809 between the Rajah and the English placing his State exclusively and entirely under the protection and control of the British Government. In this treaty no mention whatever is made of the Dutch treaties which it virtually supersedes, since its conclusion the Rajah's government

* Printed at pp. 30-33 as enclosure to Judl. Cons: dated 11th September 1812.

have considered themselves as exonerated from the provisions of the Dutch treaties, and have exercised nearly the same authority over their Christian and Nair subjects. I found on my arrival at Cochin, and afterwards continued affairs in this situation as it appeared to be equally conformable to the principles of justice and policy. Some christian subjects of the Rajah having however preferred their complaints to the court at Calicut, and the Fiscal of Cochin having in some cases acted upon the Dutch treaties I intended to submit the subject to the consideration of the Government. The execution of this intention has now become indispensably necessary, as the judge and magistrate lately appointed to Cochin professes to act upon the Dutch treaties to their full extent, demands that all individuals of foreign Casts imprisoned by the Government of Cochin shall be delivered up to his charge, and exercises a direct authority over those classes of the Rajah's subjects.

The Dutch treaties were made between the Rajah and the Dutch East India Company, and not with the Government of Cochin. The conquest of that place does not therefore seem to have necessarily dissolved those treaties, and much less transferred them to the conquerors. The conquest of Pondicherry in 1793 was never supposed to have transferred to the English such treaties between the French nation and Tippoo Sultaun as may have been concluded by the Government of that place. If the Dutch after losing Cochin had possessed another place of strength near the Rajah, they would have had a full right to the benefits of the treaties. But the conquest of Cochin was followed by the entire expulsion of the Dutch from Malabar, an event which by utterly disabling them from fulfilling the terms of their treaties with the Rajah produced a dissolution of them, and left him at liberty to contract engagements with the British Government. It would appear that on the expulsion of the Dutch from Malabar the British Government should have considered the Dutch treaties, as dissolved, and have negotiated the formation of direct treaties between the Rajah and the English. This was the mode followed by the Dutch on the expulsion of the Portuguese in 1663. They did not suppose that the conquest of the Portuguese had transferred to them the engagements between the Rajah and that nation, but formed fresh treaties probably on the basis of the Portuguese treaties. I do not state that the expulsion of the Dutch necessarily extinguished their alliance with the Rajah, for he might have adhered to it at the risque of placing himself in the situation of an Enemy to the British Government, but it certainly allowed him the choice of abandoning that alliance, from the total inability of himself and the Dutch to maintain it. The British Government had a right to insist upon his relinquishing the Dutch alliance, and to negotiate a direct treaty with itself upon any basis which it might judge proper.

On the supposition even of the Dutch treaties having been concluded with the Government of Cochin alone, exclusive of all reference to the Northerlands Company or the Dutch nation, it will be found I believe that they should not have been necessarily transferred by the conquest of Cochin to its conquerors. There is I understand a received distinction between the rights which absolutely belong to a state, such as tolls, duties, debts and those which arise from subsisting treaties and are not finally alienated by the states granting them. The former follow the fortune of the State, and appertain to the conquerors; the latter cannot be appropriated by him without the consent of the power originally granting them. The Rajah of Cochin might alledge that from his long friendship and connection with the Government of Cochin he had conceded to it privileges which he could not grant to any other state. Those privileges depended upon the obligation of treaties which could not be transferred to another state without his concurrence. Regarding this point there may be a discrepancy in the opinions of Writers upon the law of nations. Grotius states (Book 3 c. 9th) "Wherefore those incorporeal rights which belonged to the state shall become the conqueror's as far as he pleases, so upon the subduing Alba all the rights of the Citizens belonged to the Romans; whence it follows that the Thessalians were entirely discharged from the obligation of an hundred talents which they owed to the Thebans when Alexander having conquered the Thebans had as their Lord by Right of conquest forgiven the debt, neither is that perfectly true which Quintatean advances in favour of the Thebans, that only what he takes belongs to the conqueror that the right which

is incorporeal cannot be seized on, that the condition of an heir is one thing and that of a conqueror another because the right passes to the one and the thing to the other: for he that is master of the persons is also of the things, and the rights belonging to them." But Vattel states (Book 3. c. 5. P. 57) "among the rights belonging to an Enemy are likewise incorporeal things all his rights, tolls and debts, excepting however those kind of rights granted by a third person, and in which he is so far concerned that it is not a matter of indifference to him by whom they are possessed such for instance are the rights of commerce. But as debts are not of this number War gives us the same rights over any sum of money due by Neutral Nations to our Enemy as it can give over his other goods" and Burlamagin states (Part 3d c. 6. 30) "as for what in particular relates to the acquisition of incorporeal things by the right of War it is to be observed that they do not become our property except we are in possession of the subject in which they inhere, now the subjects they inhere in are either things or persons. We often annex for instance to certain lands, rivers, ports and towns particular Rights which always follow them whatever possessors, they come to or rather those who possess them are thereby invested with certain rights over other things and persons. The rights which belong directly and immediately to persons regard either other persons or only certain things. Those which are annexed to persons over other persons are not obtained but with the consent of the persons themselves, who are supposed not to have given a power over them to any man promiscuously." These Extracts although not entirely applicable to the point under consideration, are the most so which I have been able to discover in the writings of their authors. The case of Public treaties being transferred by conquest does not appear to have entered into their contemplation. Vattel states explicitly "thus when a state is destroyed, and the people are dispersed, or when they are subdued by a conqueror all their treaties perish with the public power that had contracted them" * page 200.

It may also be desirable to consider whether the question can be affected by the circumstance of the Treaties being equal or unequal. If the treaties can be considered as equal they must of course be dissolved by the conquest of one of the parties, and cannot be transferred to the conqueror. When Holland was conquered by France her treaties were annihilated, nor could the rights annexed to them be claimed by the conqueror. But the treaties between the Dutch and the Rajah of Cochin were unequal treaties. The Dutch regarded the Rajah as their Vassal, and the concessions which they received from him demonstrated their superiority. The treaties were those of protection, but they included reciprocal obligations; the Dutch promised to aid, protect and defend the Rajah who in return granted them certain privileges, and the failure of any of those stipulations was calculated to annul the whole. Thus Vattel says "when a nation has placed itself under the protection of another that is more powerful or has submitted to it with a view of protection, if this last does not effectually grant its protection when wanted it is manifest that by failing in its engagements it loses all the rights it had acquired by the convention and that the other being disengaged from the obligation it had contracted re-enters into the possession of all its rights and recovers its independance or its liberty. It must be remarked that this takes place even in the case where the protector does not fail in his engagements by a want of good faith, but merely through inability" page 37—a treaty of protection does not annul the sovereignty of the protected party, but the transfer, either by conquest or convention, of the treaty to another power without its consent, is a measure totally incompatible with its sovereignty. The Dutch treaties did not belong as an appendage to Cochin, but were solemn engagements between the Rajah and the Company dependant in no respect upon the possession of that Fortress. They were dissolved not by the conquest of Cochin, but by the inability of the Dutch to maintain them.

The authority which the Dutch exercised over the Christian subjects of the Cochin Rajah being entirely derived from the treaties will of course follow their fate. The Dutch indeed in the treaty of 1785 affect to call the Christian inhabitants of the Cochin Rajah's territories their Vassals but this pretension could only rest upon preceding treaties. "Having established this truth says Vattel page

145" "that foreign nations have no right to intrude themselves into the Government of an independant state it is not difficult to prove that this state has a right of refusing to suffer it. To govern itself according to its pleasure is a necessary part of its independance, a sovereign state cannot be constrained in this respect except it be from a particular right which the state itself has given to others by treaties and even in this case in a subject of such importance as that of Government this right cannot be extended beyond the clear and express terms of the treaties."

The Capitulation of Cochin contains I understand some stipulations in favour of the Christian subjects of the Rajah—I have not had an opportunity of seeing that document; but it could legally contain such conditions only as the Dutch Government were authorized to offer, and the British Government to confirm. The rights which the Dutch exercised over the Rajah's Christian subjects being entirely dependant upon their treaties with the Rajah could not be alienated to a third power without his formal consent, which I believe was never obtained. The Capitulation has I have learned been superseded by the introduction of the judicial regulations for the decision of causes at Cochin.

The Dutch treaties having however been recognized and acted upon by the British Government might be considered to possess some Validity until the conclusion in 1809 of a subsidiary and protection treaty between the Rajah and the English company. The former treaty of 1790 acknowledged the Dutch treaties, but the last treaty not only makes no mention of them but is fundamentally incompatible with them. The following extracts from the treaties * furnish a sufficient confirmation of this assertion.

* * * * *

The preceding Extracts sufficiently demonstrate the incompatibility of the Dutch and English treaties, and the abrogation of the former. Indeed this truth is also evinced by their practical operation. The Rajah of Cochin with the advice of the British Resident has lately adopted efficient regulations for improving the revenues arising from the monopoly of tobacco and preventing a contraband trade in that article from the Fort of Cochin. This contraband trade so destructive to the revenues is prosecuted principally by Christians, whom the Rajah according to the Dutch treaties has not power either to arrest or to punish although their crimes are committed in his own country of which they are inhabitants and subjects. A complaint must be made to the authority vested with the execution of the Dutch treaties; but the smuggling of tobacco from Cochin is no crime in the eyes of that authority; tobacco is allowed to be freely imported into Cochin on the payment of a duty, and to be sold or exported from the place as freely; and the smugglers could therefore neither be arrested or punished at all. This is merely one example of a system of inconveniency and inefficiency which embraces almost every branch of revenue and Government at Cochin. It is only requisite to look over the Dutch treaties to be satisfied how completely nugatory they must render every endeavour of the Government to introduce an efficient, solid, and equitable plan of administration. The Christian and foreign inhabitants of the Rajah's dominions form a very considerable portion of his subjects, and if they are to be governed according to the Dutch treaties by authorities entirely independent of the Rajah and acknowledging none of the Regulations of his Government I must consider the realization of his revenues, the payment of the Company's debt, and the proper management of his country as objects of hopeless attainment. The last British treaty gives us every degree of influence and authority over the Rajah's Government, which we can desire; and whatever arrangements may be considered necessary for the melioration of the country, or the stability of our ascendancy can be introduced under its operation. The Judge and Magistrate of Cochin has declared that he considers the Dutch treaties as his rule of conduct: the Resident must act upon the last subsidiary treaty which does not acknowledge the Dutch treaties, and is incompatible with them. The orders of the Government are therefore necessary for the decision of a point upon which such contradictory proceedings prevail. But considerations of greater importance than arise from a temporary inconvenience urge the expediency of deciding this question. The French if they should obtain possession of

* Prefixed to this selection as Part I.

Cochin by a general Peace would unquestionably claim the Dutch treaties from our having recognised and acted upon them.—Nor perhaps would the evil rest here; the Dutch when they lost Cochin had a treaty with the Rajah of Travancore which they maintained with much jealousy, for I have seen a letter from the Governor Van Angelbeek to the Rajah, dated in 1789 complaining with acrimony of the inattention which was manifested to that engagement. The British Government seemed desirous of suppressing the Dutch treaty with Travancore, while it fostered and preserved the Dutch treaties, with Cochin, but it is probable that the French would consider all those engagements as resting upon the same basis. The mischiefs which would result from those treaties in the possession of the French would be of the greatest magnitude. The Rajahs of Cochin from their long connection with the Dutch and from their desire to relieve themselves from the present subsidy, might be expected, in the event of the restoration of Cochin to entertain some desire of resuming that alliance. Before the conquest of Cochin the Rajahs were supposed to evince a decided preference towards the Dutch alliance. This fact of which I have received the strongest assurances is indicated in the accompanying copy of a memorandum written by the Principal Collector of Malabar in 1802. It appears surprising that the British Government do not consider the expulsion of the Dutch to operate a dissolution of their treaties. We had, or might easily acquire, whatever influence we desired in Cochin, and it appeared more prudent to found that influence upon direct treaties with ourselves than upon treaties with foreign powers which might ultimately be directed against us. Indeed these treaties are so pregnant with dangerous consequences that if they are not already considered as abrogated, it might be expedient to accomplish that object by negotiating a transfer of the Cochin country to the immediate management of the British Government on the principles stated in the present subsidiary treaty.

If the Dutch treaties shall be annulled it will be requisite to make an arrangement for the Government of the Rajah's Christian subjects, a subject upon which I shall have the honor hereafter of addressing the Government.

ENCLOSURE.

From the Dutch Records at Cochin.

From—the Rajah of Cochin.

To—Governor VAN ANGELBEEK.

Received—30th December 1790.

As we are at present in want of some money we have apprised you of our desire to take it from the Canareen Pagoda, since there was an agreement made in the year Quilon 947 M.S.A.D. 1772 between our ancestor and Governor Moens that we shall not impose upon the Canareens with any new orders, or Taxes which may be contrary to former usage, and especially not to take any money from the Pagoda, nor to appoint its Elders or Priests or to dismiss them, without the consent of the Honorable Company, and we therefore request you, in these extraordinary circumstances as we were obliged to incur heavy expences for the protection of our Country against Tippoo Sultan, having experienced considerable losses by the late evasion of his troops to assist us and to grant the Company's consent that the Canareen Pagoda contribute a reasonable sum of money towards it: and we do hereby further promise in future not to demand any more Money from the Pagoda and to act towards the same and the further arrangement as [*sic*] are already stipulated. In the margin was impressed the seal of His Highness.

(2)

Letter—from J. MUNRO, Esq., Resident at Travancore.

To—the Chief Secretary to the Govt. Fort St. George.

Dated—Cape Comorin, the 5th October 1812.

I have had the honor of receiving this day your letter of the 11th ultimo containing instructions relative to the persons and places in the territory of His Highness the Rajah of Cochin that are considered to be subject to the jurisdiction of the court established at that station.

I judged it my duty to address the Government a few days ago respecting the incompatibility which appeared in my judgment to exist between the Rajah of Cochin's treaties with the Dutch, and his last subsidiary treaty with the English

Company, but as the orders contained in your letter of the 11th ultimo supersede the object of that address I have proceeded to carry them into execution.

I have not the means at present of ascertaining the particular places in the territories of His Excellency the Rajah of Cochin which were possessed by the Dutch at the period of the surrender of the Fortress of Cochin, but I have requested His Excellency to transmit to me a statement of these places, and I have made a similar request to the judge and Magistrate. On receiving replies to those requests I shall in communication with the Rajah make arrangements for transferring to the immediate jurisdiction of the court such places as may have belonged to the Dutch at the period of their expulsion. The Dutch possessed several factories in Travancore exclusive of Quilon and I beg permission to know whether they also are to be transferred to the authority of the Court. I am not aware of the exact nature of the power, which the Dutch exercised over the Inhabitants of their factories in Travancore.

The persons subject to the court at Cochin by Virtue of the Dutch treaties are specified in them, and consist of Christians, Canareens, and silver smiths, whether the Jews and Mapilas were subject to the jurisdiction of the Dutch is not mentioned in the treaties to which I have had access, but can be discovered by a reference to the records at Cochin. The best practical mode of arranging this matter, will be in my judgment to adhere strictly to the Dutch treaties, which define the rents to be paid by the Christians, the mode of their collection, and the jurisdiction in criminal affairs to which they are subject. The rents of the Christians are fixed: they are to be collected by officers of their own religion and the collection is to be enforced if requisite by the court. In regard to offenders against the law there seems to be a peculiar difficulty. The Rajah and his officers are positively inhibited by the last Dutch treaty from arresting any Christian. I quote the article upon this point "Farther it is expressly stipulated on the part of the Company and expressly promised by H.H. the Rajah that in future neither from the King nor his ministers any Christians shall be arrested or be kept in confinement, nor shall any more their houses be shut up nor green twigs nor bushes of green leaves fastened to a stick to put up any where whereby an arrest is intended to be made but that H.H. in all cases shall address himself to the Governor who herewith promises and engages to give H.H. prompt satisfaction." There must therefore be a Police establishment throughout the Rajah's country under the orders of the Court. If for the purpose of avoiding this inconveniency a modification of the Dutch treaties should be necessary it is doubtful by what authority it can be made: if the British Government and the Rajah can modify the Dutch treaties they can abrogate them altogether; and the last subsidiary treaty which is so incompatible with them may be considered to produce that effect. In the mean while it appears to be absolutely requisite that the court should establish an efficient plan of police in the Cochin territory. The Christians are in the habit of committing atrocious robberies and murders; and when released entirely from the controul of the Rajah's Government will require an efficient system of controul. During the period of the Dutch Government the Rajahs' [*sic*] exercised although contrary to their treaties a considerable degree of controul over the Christians, a fact which is admitted in Mr. Pearsons's letter; and the large military establishment which they maintained served as a check upon evil disposed persons. But the treaties must now be faithfully executed; and the Rajah has no Military establishments in his country. The Officers of the Rajah's Government might indeed be put under the orders of the court, but this measure would be so offensive to the Rajah's feelings and so productive of inefficiency and collision of authority as apparently to be inexpedient. I have in conformity to the sentiments which I have stated, transmitted instructions to the authorities of the Rajah's Government at Cochin to act in every respect upon the Dutch treaties; and I have apprized the Judge and Magistrate of this arrangement, requested that he will not issue any direct orders to the officers of the Rajah's Government, and suggested the expediency of his adopting such measures for the prevention of crimes and apprehension of offenders among the Christians as he may deem to be most eligible.

Upon this effect of the simultaneous operation of the Dutch and British treaties it is unnecessary for me to enlarge. There is one point however which it is my duty to submit again to the consideration of the Government. Both my predecessor and myself have repeatedly adverted to the losses sustained by the Governments of Travancore and Cochin from the contraband trade carried on at the latter place. Previous to the War the very rigorous measures adopted by the Dewans of these states against smugglers and the large Military establishments which they maintained contributed to check the evils of contraband trade. Velloo Tomby was inexorable in the punishment of smugglers. Death or Mutilation of limbs was always inflicted upon them. I endeavoured some time ago to prevent smuggling by forming a chain of posts in the Rajah's territory round Cochin but this measure although productive of good effects was still in some degree ineffectual, for the smugglers in armed or fast sailing boats defied the exertions or eluded the pursuit of the circar establishments. The terrible punishments formerly inflicted upon smugglers are discontinued, the large military establishment by which they were seized have no longer an existence, and the cordon of Posts about Cochin must be abandoned as Christians who are nearly the only smugglers cannot now be apprehended by them.

The sale of tobacco is monopolised in the Fort of Cochin by the British Government, and in the territories of the Rajahs of Cochin and Travancore by the Governments of these states. Tobacco can therefore be imported into Cochin by private merchants for the purpose only of being smuggled into the states of Travancore and Cochin. Yet its importation is freely allowed, upon the payment of a duty. The Magistrate at Cochin although apparently sensible of this evil, states his entire inability to prevent it. A contraband trade in the productions of Travancore and Cochin is also carried on to a great extent with that place—the Government of Ceylon in consequence of the competition of Cochin speculators have advanced the price of the Jaffnapatam tobacco sold to Travancore, and threaten to make a greater advance in the ensuing year. These evils will now increase to an extent that will be destructive to the principal branches of the revenues of Travancore and Cochin. The Governments of these states are under the protection of the English Company and appear to have some claim upon its assistance: they have destroyed the lines and Military establishments which formerly secured the collection of their revenues; the Government of Travancore has lately shut up a profitable source of revenue by discontinuing the sale of timber to the Arabs, and they both are ready to adopt any measures that may be regarded as conducive to the benefit of the alliance. The contraband trade at Cochin is carried on by a class of persons who do not appear to possess superior claims to indulgence.

It was my intention in the event of the extinction of the Dutch treaties to submit an arrangement for the Government of the Christian inhabitants of the territory of Cochin. These men appear to have no claim whatever to a total exemption from the payment of revenue. The assessment fixed in Mr. Van Angelbeck's treaty is moderate and reasonable, with exception perhaps of that upon salt, and might be continued. The revenues might be collected from the Christians through the channel of officers of their own religion, subordinate to the authorities of the Rajah's Government. The Christians in regard to the decision of civil suits, and the punishment of crimes would be subject to judicial Tribunals, which the Rajah has it in contemplation to establish. The Resident would employ his influence in protecting the Christians from abuse of authority. The Christians in Travancore are subject to this system of Government and are never molested. I have constant communications with their Bishops and receive satisfactory assurances of the peace which they enjoy. I am sorry however to state that the Christians in the northern parts of Travancore and Cochin are the most lawless subjects of the state.

(3)

Letter—from J. MUNRO, Esq., Resident at Travancore.

To—the Chief Secretary to Govt., Fort St. George.

Dated—Cape Comorin, the 9th October 1812.

When I had the honour of addressing you on the 5th instant I had prepared drafts of letters for the Rajah of Cochin, for the Judge and Magistrate, and for the Rajah's karigir at that place relative to the orders contained in your letter of the 11th ultimo, but it was necessary to forward all these letters at the same time and as the servants of my cutcherrie were detained on the road from Shenkottah to this place by a sudden and very heavy fall of rain I was not able to translate the letters for the Rajah and his karigir, nor to dispatch the whole of the communications on the subject in question sooner than this day. In the meanwhile a careful review of that subject has induced me to postpone a transmission of the letters connected with it until they shall have been submitted to the consideration of the Government. I accordingly forward these letters to you and beg that you will inform me whether they correspond with the intention of the Government. I encourage a hope that the motives of zeal and duty which impel me to take this step will entitle it to the indulgence of the Government even if it should not be entirely approved. The delay of a few days in placing the Cochin Rajah's Christian subjects under the court does not appear to be productive of an inconvenience that can be compared to that which would result from a recognition to the Rajah at the present time of the existence and validity of the Dutch treaties. It seems to me that the rights adverted to in your letter of the 11th Ultimo can neither be claimed nor exercised without acknowledging all the Dutch treaties; and that these treaties cannot be acknowledged without destroying the validity of the British treaty. If the Rajah at the conquest of Cochin was in such a state of complete vassalage as to follow the fortune of that place without his own consent, he surely could not be authorized to conclude his last treaty with the English. It appears from Mr. Duncan's letter that the Rajah was disposed to make use of that argument in 1793 before the conquest of Cochin; and if we now declare the existence and validity of the Dutch treaties he may hereafter advance it for the purpose of relieving himself from the burden of his present subsidiary engagement. There are many objections against announcing to the Rajah the existence of the Dutch treaties; yet how can any of the rights derivable from these treaties be claimed without recognising formally the grounds upon which they are founded.

There are many other impediments to the enforcement of the Dutch treaties. Two or three years before the conquest of Cochin the Rajah dispossessed nearly all his Christian subjects of the lands which they held by the tenures of Cannum and Jemum and converted all these lands into circar property, disposeable at his pleasure. It appears that we ought to act upon the situation of affairs as it was found at the conquest of Cochin and in this case the Rajah can at his discretion eject all his Christian subjects from farms which they hold at his pleasure. If the Christians in revenue matters are placed under the court, the Rajah will most probably turn out from their farms men over whom he will have no controul. If on the contrary the situation of affairs as we found it in 1795 when we took Cochin should not be admitted an endless and most difficult discussion between the Rajah and his subjects on points which we have not questioned for 17 years must be the consequence. Again the servants of the Rajah declare that since the conquest of Cochin and even since an era previous to that event the collections from the Rajah's Christian subjects have been made direct by the circar officers, and in no respect interfered with by the constituted authorities at Cochin; on these points I forward a Memorandum furnished by an old servant of the Cochin Government. It had appeared to me that it would be beneficial to the Christians to place them, together with the other subjects of the Rajah under one system of mild and just Government, and to banish the jealousies which had subsisted among them. The peculiar exemptions claimed for the Christians under the Dutch Government, aggravated the animosities which prevailed against them, and involved them in many calamities. They were dispossessed of their property and although they received a price in return

it was not an equivalent for what they lost. They were afterwards at the period of the late War, 13 years after they had been under the protection of the British Government, subjected to a most cruel persecution and massacre. While the Christians and the Nairs living in the same territory are subject to the same laws and form of Government, it will be easy for the Resident to secure to the former the constant enjoyment of all their rights without awakening the jealousy of the Rajah or the people. But if the Christians inhabiting the Rajah's country are removed from his controul and placed under the protection of a foreign state, they will be still more exposed to the effects of the jealousy and resentment both of the Rajah and the other classes of his subjects. The Rajah will give the lands occupied by the Christians to Nairs, he will prevent them from acquiring any other lands, and will exclude them from every advantage that he can withhold from them. It is natural to suppose that the Rajahs will be desirous of preventing their country from being occupied by Men removed from their controul and it is stated that this is the reason alledged by the Rajah for dispossessing the Christians of their lands some years ago.

I have long been desirous of addressing the Government relative to the Christians in Travancore and Cochin, and I trust that I shall in a few days have completed the information requisite for the foundation of a report upon that subject.

If the Dutch treaties should be acted upon I beg leave to request that I may receive instructions relative to the Political and Military part of them, and be informed whether the judge at Cochin shall be entitled to hold conferences with Rajah, or make requisitions for the employment of the military force serving in his dominions.

The Judge and Magistrate suggests the expediency of the officers of the Cochin Rajah being placed under his orders in certain points; but the Rajah might feel hurt at being requested in addition to all the engagements which he may be called upon to fulfil to place his public servants under the orders of an authority entirely independent of him.

Until the final Instructions of the Government shall have arrived, I have desired the officers of the Cochin Government not to apprehend any Christians, and to release such as may be in confinement, and have apprised the Judge and Magistrate of this arrangement.

The large balances due by the subjects of the Rajah of Cochin occasion many causes of complaint. In Travancore all arrears of revenue until the year 1809 have been remitted, but the very unsatisfactory state of the finances of Cochin dissuaded me from proposing a similar arrangement to the Rajah of that country; the evils arising from the pressure of arrears upon the people induced me about two months ago to make a representation on the subject to the Rajah, and he expressed a readiness to meet my views. The old balances cannot however be cancelled until my arrival at Cochin, as a careful examination of the accounts will be necessary previously to their remission.

ENCLOSURE (1).

Letter—from the Principal Collector, Malabar.
To—the Karigur at Cochin.

Dated—the 6th July 1802.

A Court having been established in the Fort of Cochin under a Judge and Magistrate it is requisite that all the persons inhabiting the Dominions of His Excellency the Rajah who were formerly subject to the controul of the Dutch, and after their surrender to that of the English authorities at Cochin should now be placed under the jurisdiction of the Court recently appointed. These persons consisted of the Jews, Banyans, silversmiths, Canareens and Christians inhabiting of the Rajah's country and they are now to be considered as under the exclusive controul of the court and exempt from your jurisdiction. You will not therefore exercise any authority whatever over these persons nor arrest them or molest them under any pretence. The court will fix police establishments for the maintenance of order among these inhabitants and if any Brahmins, Nairs or others of the Rajah's subjects are injured or molested by any of the persons subject to the court, a report must be made to you by the injured party, and you will apply to the Judge for justice. If any of the Rajah's subjects are guilty of outrage against the Christians the offenders must be confined, the circumstance of the case must be cursorily examined, and reported to me. If the judge

should inform you of any act of outrage or injury committed by a Nair against a Christian, the offender must be confined, and the circumstance reported. If any of the Nairs should have civil suits to prefer against the Christians they will be at liberty to state them direct to the judge who will settle them; in like manner Christians having civil suits against Nairs will prefer them to you, and you will settle them by means of a Punchayet reporting the circumstance to me.

By an agreement concluded by the Rajah in 1785 the rents payable by the Christians were fixed, and it was settled that they should be collected through the channel of the Lieutenants and Ensigns appointed over the Christians. You will receive copy of that agreement from His Excellency the Rajah, and you will prepare in exact conformity to it a statement of the balances due by the Christians, and submit the statement for examination and correction to the department of accounts in the cutcherry at Terpoonterrah. After the statement shall have been examined and corrected you will present it for collection to the officers appointed over the Christians. If those officers should not collect the revenue you will apprise the judge of the circumstance and communicate to me a schedule of the balance due specifying the names of the individuals and the sums due by them respectively.

In regard to salt no farther demands are to be made from the inhabitants than are specified in the treaty; and on all contested points you will also follow the rule prescribed in that instrument.

SUB-ENCLOSURE.

Memorandum.

1. The treaty made by Mr. Powney with the Cochin Rajah unfortunately expresses his being tributary for only the Territory he held of Tippoo.

2nd. The greatest check we can have upon him, is the power of depriving him of his possessions outside of the Travancore lines, should his conduct be discovered to have a tendency opposite to the wishes or Interests of Government.

3rd. The Rajah's Bounds form a semicircle within less than gun shot, generally, of the works of the Fort. No part of the Territory for which he is our Tributary is nearer to Cochin than fifteen Miles.

4th. To have an agent stationed at Muttancherry the Black Town of Cochin and subject to the Rajah, appears to me as a mode by which we could discover the outlines of public transactions between the Garrison and the Rajah.

5th. The agent should understand the Malabar language and act as a deputy to the Resident in Travancore.

6th. Most of the Provinces and export Trade at the Port of Cochin being from the Travancore Rajah's country—the Governing power in the latter might, I think easily reduce Cochin to insignificance and even distress by prohibiting any of the productions of Travancore from being carried to Cochin. The Travancore Rajah's bounds, in a south-east direction are within four miles of the Fort of Cochin.

7th. The Cochin Rajah pays a lack of Rupees only for what Tippoo valued at about three lacks, nor was Tippoo's valuation by any means in that instance over-rated. The treaty therefore was an unprofitable public instrument because the Territory included therein must have been conquered before the Rajah could become our Tributary—and even afterwards he was to pay not more than one-third of what Government ought to have derived from it, had it been managed by the servants of Government.

8th. Tippoo had entirely resumed the territory for which the Rajah of Cochin paid him a tribute, before his attack on the lines of Travancore, which makes it the more difficult to account for the ideal advantages that induced Mr. Powney to give away a territory which was not only unconquered but of which he could not have been informed.

9th. The Rajah evidently imposed on Mr. Powney by inserting a part of the Island of Chetwe called Corunguloor in the treaty, although that little district was never possessed by the Rajah before. He still possesses Corunguloor, and pays no additional rent for it, altho' worth about Ten thousand Rupees.

ENCLOSURE (2).

Letter—to His Excellency the Rajah of Cochin.

Dated—Cape Comorin, 9th October 1812.

It is known to your Excellency that while the Dutch were in possession of Cochin various treaties were concluded between them and your Excellency's Predecessors, and that those treaties by virtue of the conquest of the Dutch were transferred to the British Government, and acted upon by the British Officers at Cochin until from the absence of any efficient authority at that station they fell in some measure into disuse—

the Government having however deemed it advisable to establish a court under a Judge and Magistrate at Cochin, have judged it to be requisite that all the powers formerly exercised by the British authorities at Cochin by virtue of the rights acquired from the conquest of that place should now be exercised by the Judge and Magistrate recently appointed. The Government have also desired that all places and persons formerly entitled to the protection of the Dutch should now be placed under the jurisdiction of the court.

I have not the means here of ascertaining the exact places within your Excellency's country which were in possession of the Dutch at the time of the surrender of Cochin and I request that your Excellency will be pleased to ascertain by enquiry, and examination of your archives these particular places and inform me of them.

The persons to be placed under the Court, and the degree of authority to be exercised over them by that tribunal are specified in the treaties concluded between your Excellency's Predecessors and the Dutch in the year 1663, 1772 and 1785 and it is necessary that these persons *vizt.*, the Christians, Jews, Banyans, Canareens and silver smiths inhabiting your Excellency's territories should in conformity to the stipulations of the foregoing treaties be subject to the jurisdiction of the Court, and entirely exempted from the controul of your Government. I have transmitted to your Excellency's karoagar at Cochin the accompanying instructions upon this subject, which I trust will receive your approbation; and I request that you will order to be communicated to him for his guidance a copy of that part of Mr. Van-Angelbeck's treaty of 1785 which determines the rents to be paid by the Christians, together with the mode of collecting them.

The arrangements described in this letter will not of course extend to the territories granted to your Excellency by the treaty with the British Government of 1790.

ENCLOSURE (3)

Letter—to the Judge and Magistrate at Cochin.

Dated—Cape Comorin, 9th October 1812.

I have the honor of forwarding to you a copy of a letter which I have received from the Government relative to the extent of the jurisdiction of the court recently established at Cochin. Doubts regarding the degree to which the treaties between the Dutch and the Rajah of Cochin may have been abrogated by the subsidiary treaty lately concluded between His Excellency and the English Company have prevented me from replying to the official letters which I have received from you until the decision of the Government upon that point should have been known. The instructions contained in the accompanying letter appear to be decisive of the question under consideration and must be carried into execution without delay.

All the rights over the territories and subjects of the Rajah of Cochin which devolved to the British Government from the conquest of the fort of Cochin are founded upon the treaties that subsisted between the Dutch and that state; and it appears to be requisite in adopting measures for the enforcement of those rights that the treaties by which they are both established and explained should be implicitly followed. The stipulations of the Dutch treaties must therefore regulate the proceedings to be pursued in executing the orders of the Government which I forward to you.

Those orders advert to the places and persons proper to be transferred to the jurisdiction of the court in conformity to the "agreements existing between the Dutch and the Rajah of Cochin at the time of the surrender of Cochin." With respect to the former I conclude that such places in the territories of the Rajah of Cochin as were in the possession of the Dutch at the time of the surrender of Cochin, or were specified in the capitulation of that fortress should be transferred to the immediate jurisdiction of the court. I am not aware of any places being included in this description excepting the Fort of Cochin, with its esplanade; but I have requested from His Excellency the Rajah full information upon this point, and I beg leave to express a request that you will be pleased to communicate to me such information regarding it as you may be able to obtain either from the public records, or from enquiries at Cochin. On receiving answers to these requests I shall in concert with the Rajah make arrangements for transferring to your immediate controul such places as may have been possessed by the Dutch Government do not extend to Travancore; and I have made a farther reference regarding the Dutch possessions in that country.

With respect to the persons, inhabiting the territories of the Rajah of Cochin who are to be placed under the immediate jurisdiction of the court, the Dutch treaties must necessarily be consulted and followed. The treaties of 1663, 1772 and 1785 state that the Christians, Canareens, Banyans, silversmiths, and I believe white Jews, inhabiting the Rajah's dominions, are subject to the jurisdiction of the Dutch; they define the rents to be paid to the Rajah by some classes of these inhabitants; they describe the mode in which the rents are to be collected and they prohibit the Rajah and his servants from arresting any of the inhabitants entitled to the Dutch protection. These inhabitants will accordingly be henceforward subject to the jurisdiction of the court in all matters relative to the administration of justice, the prevention and punishment of crimes, the apprehending of offenders, and the enforcement of the payment

of their revenues to the Rajah's Government. I have written to the Rajah, and to the karigar of Cochin desiring that the treaties in all these points may be strictly observed, that none of the persons under the jurisdiction of the court may be arrested by the Rajah's authority, that the rents, imposts and customs payable by the Christians may be determined by the treaty of 1785, that schedules of the balances due by the Christians may be prepared without delay and communicated to the officers charged under the authority of the court with a controul over them; and that all persons entitled to the protection of the court and now in confinement may be released forthwith. It will remain with you to make such arrangements for the Government of what are denominated the foreign casts in the dominions of the Rajah shall be most conformable to treaty and required by circumstances. I must however suggest the expediency of an efficient police establishment being introduced whenever the authority of the court extend for the purpose of maintaining order, and apprehending offenders amongst the persons subject to its controul. The Rajah's officers are prohibited from arresting Christians; the Bramins, Nairs and other inhabitants of His Excellency's territories will therefore be exposed to the outrage of the Christians unless the latter shall be controuled by an efficient police. The officers of the Rajah's Government have received orders to apprehend without delay any Nairs who may have molested the Christians. I also beg leave to suggest the expediency of your abstaining from addressing orders to any of the Rajah's officers. A representation has been made to me from Cochin of orders having been issued by an Officer acting under your authority to some of the Rajah's Public servants, and as this practice is calculated to give offence to the Rajah it is desirable that it should not be continued.

I have given orders for withdrawing the parties of sepoys and Police Peons who have been employed near the fort of Cochin in preventing smuggling.

It is proper to mention to you that the territories restored to the Rajah of Cochin by Mr. Powney's treaty of 1790, being held direct from the British Government, are exempt in every respect from the jurisdiction of the court of Cochin. The treaty expressly states that the Rajah shall have "a complete and unlimited authority over the aforementioned possessions acknowledging the sovereignty of the English Company."

I have desired the karigar of Cochin and the judge of the Native court at Alwy to proceed to this place for the purpose of explaining the causes of some complaints which have been made to you by certain inhabitants of the Cochin country, and which you have communicated to me. Some of the complainants having been confined on account of balances due to the circar will be released under the operation of the orders which I have transmitted to Cochin, if the others should have suffered injury or injustice they will upon investigation obtain redress.

I have solicited a communication of the orders of the Government relative to the political and Military rights belonging to the Dutch treaties.

Letter—from D. HILL, Esq., Secretary to Government, Fort St. George.

To—the Resident at Travancore.

Dated—the 13th November 1812.

I am directed to acknowledge the receipt of your letters dated the 3^d. 5th and 9th. ultimo and to state that the Hon'ble the Governor in Council has been in expectation of receiving the report relative to the Christians in Cochin and Travancore which is alluded to in those letters and for which the requisite information was to be collected in a few days after the date of the last of them and will postpone the consideration of the subject which you have brought forward until the report has been received.

XII.—JUDICIAL CONSULTATION, DATED 15TH DECEMBER 1812.

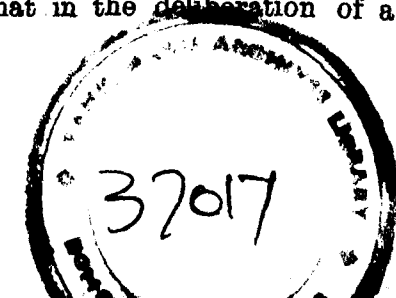
Read—the following papers:—

Letter—from J. MUNRO, Esq., Resident at Travancore.

To—the Chief Secretary to Govt., Fort. St. George.

Dated—Trivandram, the 27th November 1812.

Since I last had the honor of addressing you on the subject of the Cochin treaties some of the old revenue servants of His Excellency the Rajah having arrived at this place were questioned relative to the system of Revenue and Police which had prevailed in the territories of the Rajah of Cochin in regard to the classes of inhabitants mentioned in the treaties. The Rajah's servants were fully aware of the nature of the treaties, but declared that those engagements had never been carried into effect. The Rajah they said dispossessed the Christians of their estates because he would not permit a class of men who disowned his authority to occupy lands in his territories, and he afterwards declared war against the Dutch in support of his authority over the Cokeenees inhabiting his Country. I considered it to be just that in the deliberation of a question



affecting the rights and feelings of the Rajah of Cochin his own sentiments should be known and I addressed a letter to him requesting to be informed of the nature of the engagements which had subsisted between his Predecessors and the Dutch. In my letter to His Excellency I abstained from all mention of the degree in which these engagements were affected either by the conquest of Cochin or by his treaty with the English, as it would have been improper to have requested his sentiments upon questions actually under reference to the Government. I forward herewith the papers which I have received from the Rajah, who contends for the existence of his authority over the Christians and Canareen inhabitants of his Country. How far the Dutch treaties were affected by the War which took place in 1792 between the Rajah and the Dutch and was terminated through the mediation of the British Resident, Mr. Powney, I am unable to conjecture, as I have no access to any other documents upon the subject than those which have been forwarded to me by the Rajah.

The Subject of the Dutch treaties appears to involve considerations of great importance. I adverted in a former letter to the treaties between the Dutch and the Rajah of Travancore, and to a letter addressed to His Highness by the Governor of Cochin complaining of their violation. I have now the honor of transmitting to you a Copy of that letter together with the two latest treaties which were concluded between the Dutch and the Rajah of Travancore, and in the last of which His Highness promises "not to enter into engagements with any other European nations." These treaties appear to rest upon very nearly the same grounds with the treaties between the Dutch and the Rajah of Cochin. The Travancore treaties have been abrogated either by the conquest of Cochin or, by the subsequent treaties between the Rajah and the English but these events also apply to the Cochin treaties. There is indeed this difference between the Travancore and Cochin treaties that the connection of the Dutch with the Rajah of Cochin was closer than with the Rajah of Travancore but that connection was not in either case incompatible with the sovereignty of those states. It is seen that in 1792 the Rajah of Cochin made war and concluded Peace with the Dutch upon Terms of equality, and indeed to admit that he was not possessed of sovereignty may be fatal to the validity of his subsidiary treaty with the English. The conquest of Cochin was apparently considered to have abrogated the treaty between the Dutch and the Rajah of Travancore for in the treaty negotiated with His Highness by Mr. Duncan in 1795 after the Capture of Cochin no mention is made of the Dutch treaties, a silence which must have proceeded from the conclusion that they were annulled by the conquest, although that event was supposed to transfer the Cochin treaties to the British Nation.

I beg permission to express many apologies for the delay that has taken place in reporting upon the Christian establishments in Travancore and Cochin. The truth is that although I have directed much of my attention to that subject I found in writing upon it that I required farther information. I accordingly made references upon certain points to the superiors of the several establishments, and I must solicit the indulgence of the Government for a few days longer until I receive their answers. I have long been impressed with a deep sense of the importance upon grounds of policy and morality of protecting the Christians on the Coast, of meliorating their situation and of attaching them to the British Government. The means of attaining those objects will not be difficult and I trust that I shall be able in a very few days to submit a report upon this subject to the consideration of the Government.

ENCLOSURE.

Letter—from the Honorable the Governor JOHN GERRARD VAN ANGELEBECK.
To—the King of Travancore.
Dated—the 12th January 1788.

According to my advise by my last to your highness dated 9th Instant now proceed the members of Council Messrs. Jn^{rs}. Lambertes Van Spall, Chief Justice and Treasurer and Johan Andries Scheidz accountant who will have the honor of delivering the present and to confer with your highness in the name of the most Illustrious East India Company of the united Netherlands respecting several late occurrences in your highness' Dominions and have to request

your highness will as our Commissioners pay the strictest attention to their remonstrances which will mostly consist as follows. By my letter of the 13th December last I informed your highness respecting the Frenchman Bayeule, who had been sent from Mahe to buy pepper of your highness, altho' since this letter was delivered to you I have received three others from your highness tho' not a word in answer to this; I have since got information from the Principal people of the Portuguese ship St. Antonio de Padua that when that ship was going to sail from the southward to the northward your People were twice on board to induce them to trade with them and specially to purchase pepper and Cinnamon; the same also occurred with respect to the Tuscan ship Le Grand Due de Tuscan in consequence of which the super cargo went from hence to the southward to purchase pepper of your highness.

That such proceedings are evidently in violation of the last concluded Treaty between the most Illustrious Company and the Kingdom of Travancore is but too plain as the 3^d article pointedly says.—

"His Travancore highness promises and assures not to enter
"into any engagement with any other European nation.

and by the fourth article it is promised that all the pepper of your highness' Dominions shall (excepting one thousand candies to the English) be delivered to the Company.

The seventh article also specifies.

The king of Travancore promises to give the necessary orders that no pepper be transported from your highness Dominions. Besides all which I have further intelligence that your highness Rajeadour at Aleppe sell pepper to the Country vessels and that pepper was also shipped on a Bombara at Porka. This is an undeniable fact as the arab named Syadenjee who took in pepper at Porka in his Bombara named Solam sowadi declared at our secretary's office that he sold two hundred and twenty six Bales of Kapok to your highness people and that he purchased from the same two hundred and thirty four saiks of pepper, which pepper was also found in the Bombara here so that this cannot be denied.

Besides this twelve days ago a hundred and one saiks of pepper were shipped at Porka, against which our Resident protested but instead of taking any notice shipped a hundred more the next day.

At Aleppe your highness Rajeadors has also sold pepper to the Bombaras, which was found in them by our Cruizer and the owner of that Bombara declared that he was contracting to purchase cinnamon but that the Rajeadore asked 80 Rupees per Candy but he would not give more than 50 respecting these occurrences, which are in open violation of Treaty and contrary to that Friendship which has long subsisted between the most Illustrious Company and your highness and which I wish may daily increase, I request you will communicate with the Commissioners and farther hope your highness will confer with them personally that you may be made acquainted with everything when I flatter myself from the good and just sentiment of your highness, that all these matters in dispute will entirely be done away and the Commissioners return with the wished for answer.

Further I request your highness acceptance of the accompanying articles as per List, as a present in token of the high Esteem of the most Illustrious Company.

ORDER—DATED 15TH DECEMBER 1812.

Ordered that the foregoing letter do lie on the table until the report promised to be sent be received from the Resident in Travancore.

XIII.—PUBLIC CONSULTATION, DATED 8TH JANUARY 1813.

Read—the following papers :—

Letter—from J. GWATKIN, Esq., Secretary to the Board of Trade.
To—the Chief Secretary to Govt., Fort St. George.
Dated—the Fort St. George, 22nd December 1812.

* * * * *

3. The Collector of Sea Customs states that "the principal obstacle to the Ingress and Egress of Vessels appears to be the very heavy dues for anchorage and pilotage." These he proposes should be reduced according to the scale submitted with his letter. For the convenience of the Port, he further proposes that the Bank of the river should be again opened for rope-walks and for ship building—and the Custom house rebuilt with commodious sheds for the temporary reception of goods and that the bank from Galvetty Point to the bridge of Muttanchery and to the end of the shipping place comprizing an extent of about 500 yards should be faced with a stone bulwark in order to facilitate the loading and unloading of Vessels. The probable expence of this last work and of repairing

the stone facing on the opposite side of the town is estimated at about 2,000 Pagodas; the Collector represents this improvement to be of considerable advantage to the Merchants and anticipates a reimbursement of the cost from the sale or rent of the adjoining ground which is conveniently situated for banksalls and Timber yards.

4th. The Collector adds, in a postscript to his letter, that since the representation of the Magistrate many workmen and artificers have obtained employment in preparing materials for ship building.

* * * * *

ENCLOSURE.

Letter—from E. P. BLAKE, Esq., Collector of Customs.

To—the President and Members of the Board of Trade, Fort St. George.

Dated—Cochin, the 2nd December 1812.

* * * * *

4. The Principal obstacle to the Ingress and Egress of Vessels at Present appears to be the very heavy Dues for Anchorage and Pilotage, which are so high as to be nearly tantamount to a prohibition of Entry; I beg therefore to lay before your Board two statements, one for Anchorage, and the other Pilotage, in which it is suggested to Encrease the rate of Anchorage, and lower that of Pilotage and a ship of the first class will only pay for Both 300 Rupees, instead of 415 Rupees as formerly, and every other Vessel, in proportion to her size. The impediment by this will in so far be removed, and I am of belief greatly to the advantage of the trade which will amply compensate the decrease in these rates.

5. The Bank of the River which runs from the Port to Galvetty Point, I have to Propose should again be opened for Rope Walk and Ship Building, as it formerly was and that the Custom house may be built again near to the site of the one burned down, and sheds for stowage of Goods landed, but Cannot be Cleared from the Custom house, and which are now exposed, adopting the Place, of allowing a Certain time for them to be Cleared, and then if not, godown rent charged.

6. From Galvetty Point to the Bridge of Muttoncherry, and to the end of the Shipping Place, which is about 500 yards, I think the river should be faced with stone in like Manner as at Ponany, which would be a Most desirable object, and be of the utmost advantage to the Merchants, as the depth of Water is so great, that Donis, Buttelas and Pattamars can range along side and receive their Cargo. This would be Expensive work no doubt, but one which is of such vast utility, and so worthy of the Consideration of Government, most urgently beg to recommend it, and that the facing of the Bank opposite the Town may also be repaired. The Total expenditure on this account would not I imagine Exceed 2,000 Pagodas, which may be reimbursed by the sale, or Rent, of Lands Contiguous to the Custom house, for to be appropriated to Banksalls, and Timber yards. Much Land for this Purpose will be gained, by a Canal being left only instead of the Present swamp, and if it is joined to the other Canal which appears in the Plan, it will leave an Island for Timber yards very Conveniently situated.

7. In the disturbances also, the Bridge at Muttoncherry was destroyed from mere Wantonness, and has been replaced by a very Narrow one Erected by an individual—this should be made of it's original width, and will accomplish as far as possible the improvement of the Port, and be the means of procuring work for the labouring classes until the Period when the Trade will, it is to be hoped, become more brisk by the Knowledge of the Port charges having been lowered, and the effect of the Measures so favorably ordered by Government for the benefit of the Inhabitants, Merchants and Traders who may resort here, by the institution of the Court, and Consequent benefit of speedy administration of Justice be more known when Merchants will be encouraged to a More extended trade, and these Persons will again find Employment and Means of Subsistence.

8. On the particular lands to be appropriated, I have not thought it necessary to observe, as I hear the Revenue Collector has it in his intention to report on that subject.

* * * * *

P.S.—It occurs to me to mention that since the Magistrate's representation, much employment has been found by shipwrights, surveyors and others connected with Building by the Keel of one Vessel being laid and timber for Bengal being sawed up—and I hear two more Vessels will soon be laid down—one of 700 Tons.

Letter—from D. HILL Esq., Secretary to Govt., Fort St. George.

To—the Board of Trade.

Dated—the 8th January 1813.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your Secretary's letter dated the 22^d. ultimo, and to transmit for your

information the annexed Copy of a letter which has in consequence been addressed to the Board of Revenue.

2^d. The Governor in Council will be happy to receive your suggestions for the improvement of the port of Cochin as soon as you may obtain the information on which they are to be founded.

XIV.—JUDICIAL CONSULTATION, DATED 2ND FEBRUARY 1813

Read—the following papers:—

(1)

Letter—from J. MUNRO, Esq., Resident at Travancore.

To—the Chief Secretary to Govt., Fort St. George.

Dated—Quilon, the 5th January 1813.

I judged it to be desireable in reporting to the Government on the subject of the Christians inhabiting that part of the territories of His Excellency the Rajah of Cochin which is comprehended within the purview of the Dutch Treaties to enter into an examination of the general situation of the Christians in Travancore and Cochin and in order to accomplish this purpose I addressed Queries to the Ecclesiastical functionaries at the Head of the several Christian establishments in these countries on a variety of points relative to their Government, discipline, funds, and system of religious instructions. As I have not yet succeeded in obtaining replies to those questions I am obliged to postpone for some time farther the transmission of a report relative to the situation of the Christian inhabitants of Travancore and Cochin, but I cannot longer delay to submit to the consideration of the Honorable the Governor in Council my sentiments regarding the system expedient to be adopted for the Government of the Christian and also the other inhabitants of the territories of Cochin who were placed under the jurisdiction of the Dutch authorities at that station. A discussion of this subject must naturally refer to two distinct propositions first the continuance of the Dutch Treaties, and secondly the abrogation of them.

If the Dutch Treaties shall be continued it will apparently be requisite to examine the whole series of them, and to obtain a clear definition of such parts of them as are considered to be in operation. These treaties are numerous, ambiguous, and in some points contradictory; they produced repeated Wars between the Dutch and the Rajahs the last of which was terminated only two years before the conquest of Cochin, and at that period they still furnished causes of dispute. It will also be requisite to carry into strict execution such parts of the treaties as may continue in force and for this purpose police establishments must be maintained for the Government of these classes of the inhabitants of the Rajah's territories who will be subject to the jurisdiction of the British authorities at Cochin. At present no establishments of that description are maintained in the Rajah's territories, nor can the Rajah's Servants apprehend those classes of the people inhabiting his country who are under the authority of the Court. It will further be requisite to establish some fixed system of communication between the Court at Cochin and the Rajah's servants, for the prosecution of offenders; at present different classes of people inhabiting the same Country are subject to the jurisdiction of distinct and independent authorities having no avowed communication with each other, a system evidently too inconvenient to be continued. If the Dutch treaties shall continue in force it will be very difficult to adopt any plan for the melioration of the condition of the Christian inhabitants of the Rajah's territories who were dispossessed of their Lands previously to the conquest of Cochin. The jealousy entertained by the Rajahs of men independent of their authority possessing land in their Country occasioned the ejection of the Christians from their estates, and the same motive would contribute to prevent the restoration of their lands, a measure rendered indeed difficult by other circumstances. The situation of the Jews, Cokunees and other classes comprehended within the jurisdiction of the court at Cochin must be determined in the event of the continuance of the Dutch treaties by an exposition of those parts of them considered to be in force.

If the Dutch treaties shall be considered to be abrogated it appears to follow that every class of people inhabiting the Rajah's territories shall be subject to His authority, and to the laws of the state. As a general principle the Christians, Jews and Cokunees should be deemed intitled to the same civil rights that are possessed by the Rajah's Nair subjects and liable to the same revenue assessments that are paid by the latter. But considerable animosities have long subsisted between the Christians and the Nairs, as the officers of the Rajah's Government generally consist of Nairs they would certainly embrace every opportunity of oppressing the Christians and it will therefore be necessary to establish a specific arrangement for the purpose of securing to the latter the full enjoyment of their property and rights. For this purpose it seems to be requisite that officers should be appointed from among the Christians for the collection of their revenues, and the maintenance of order amongst them: and that the demands of the circar should be adjusted and levied through the channel of these officers, who would be of course subject to the authority of the karigars or other superior servants of the Rajah's Government. Civil suits among the Christians of a small amount could be determined by Panchayets under the superintendence of their own Officers; but if exceeding a certain amount should be referred to the law authorities of the Rajah's Government, and decided upon by Panchayets to be constituted with reference to the usage of the Country and the Casts of the parties. Christians accused of criminal offences, such as murder, robbery &c. should be subject like the Nairs, Bramins and other inhabitants of the Country to be seized by the Police and tried by the Native Courts; but in all trials of Christians before the Courts whether in Civil or Criminal cases, one of their own officers should be present, and should certify that the trials were conducted in a just and equitable manner. It will be necessary that every practicable arrangement should be adopted for restoring the Christians to the possession of the lands from which they have been removed, and for granting uncultivated lands to them. The general restoration of their lands to the Christians would be found exceedingly difficult. They have fallen into the possession of Nairs and Bramins who have considerably improved them, and consider themselves from long occupation as their legal owners. The Christians are too poor to pay either, the price however inadequate, which they received from the Rajah for their lands when obliged to quit them, or the expences disbursed in improving them by their present occupants. Although the whole of the lands cannot be given up to the Christians I believe that a considerable part of them may be gradually restored to them if they shall be placed under the authority of the Rajah. The Christians should be placed under the peculiar protection of the Resident to such an extent as may secure them from abuse of authority, and not excite jealousy in the minds of the Rajah and his Nair Subjects.

Although the Dutch Treaties have been apparently annulled by the Conquest of Cochin and the terms of the last treaty between the Rajah and the English Company yet as they were acted upon by the British Government for some time after the conquest of Cochin, and their abrogation has not been noticed in the last subsidiary treaty, it appears to be adviseable in order to obviate any future causes of dispute, that their discontinuance should be formally recognized in a fresh treaty concur in any agreement calculated to secure the abrogation of the Dutch treaties; but there are many reasons for doubting whether he would evince the same disposition if Cochin were given up to a foreign power. But the Rajah could not, after concluding with his full and deliberate consent a formal agreement to them in force or giving them a preference to his subsequent engagements. If it shall be deemed expedient to execute a fresh agreement with the Rajah, I am of opinion that it should also contain a few articles providing for the protection in dominions. The Jews in the Rajah's territories might be subject to the same system of Government which I have recommended for the Christians; but it does not seem necessary to make any provision with respect to the Cokunies. They are Bramins and would receive in common with the other Hindoo subjects of the Rajah ample protection.

Mr. Pearson soon after his arrival at Cochin informed me that disputes existed regarding the boundary of the Company's and the Rajah's ground near the fort, and in order to adjust those differences I sent Captain Arthur of Engineers to Cochin and requested of Mr. Pearson to assist his proceedings in ascertaining the boundary. I forward herewith Captain Arthur's report together with a letter which I received on the subject of it from Mr. Pearson. The disputed ground consists of a part of the Town of Mattancherry near the Calvetty Bridge and in the first article of the treaty (No. I) executed between the Rajah and the Dutch in 1772 for the purpose of defining the boundary, the jurisdiction over the disputed territory, together with the revenues and duties collected in it are given up to the Rajah, A conclusive proof of the territory being included within his Boundary for the Dutch never made such concessions for ground to the possession of which they had a right or even a claim. It is remarkable that in Mr. Duncan's letter to the Rajah dated in April 1800 the first paragraph of Mr. Moens's treaty of 1772 is not mentioned although the succeeding Paragraphs by which the concessions made in the first are qualified, are assumed by Mr. Duncan as the foundation of a claim to the ground which seems to have been given up by Mr. Moens's agreement. Mr. Pearson is of opinion that the boundary was never accurately ascertained, and to prevent future disputes it may be expedient that it should now be determined by a survey, and by reference to the most authentic information that can be procured on the spot.

ENCLOSURE (1)

Letter—from Captain THOMAS ARTHUR, Superintending Engineer,
To—the British Resident in Travancore.
Dated—Travancore, the 26th December 1812.

Having agreeably to your Instructions proceeded to Cochin to enquire into the nature of some doubts that have lately been entertained respecting the territorial Boundaries of the Dutch Company at that settlement when it was surrendered to the English in 1795 I have the honor to report that having submitted a survey made by my Lieutenant James Dardel of the Bombay Engineers of the Fort of Cochin and its environs to Mr. Vanspall who was Governor at the time of the surrender, I am informed by him that the Dutch limits therein described are correct and were laid down from official documents furnished by himself to Lieut. Dardel.

The Boundary here described is as follows, beginning at the Cochin River East of the Fort it is marked by an inlet from the River between the Eastern extremity of a peninsula called Calvatty and the Bazaar and village of Mattencherry over which there is a bridge from hence the Boundary is formed in a S-Westerly direction by the eastern branch of the Inlet to some little distance where two Nullahs fall into it, there the Boundary following the Western Nullah forms a sudden turn Westerly but soon resumes a southerly direction with the Nullah which continues to form it to the next material bend immediately south of what is called the Paudy Bazaar part of which it includes—at this bend the Boundary quits the Nullah which now runs west and pursuing still a southerly course and running along the eastern Wall of the Governor's Garden proceeds to a considerable distance southward parallel to the beach and at the distance of a few hundred yards from it; as however it appears by a note on the survey above alluded to that the authenticity of this Boundary was disputed on some occasions by the Dutch, and subsequently by their successors the English. I in conformity with your instructions searched the records in possession of the Rajah of Cochin for information on this subject and of the original Dutch Boundaries from which I have extracted the following:—

The Dutch having conquered Cochin from the Portuguese in 1663 entered into a treaty with the Rajah on the 20th March of that year by which they were to have possession of the Fort in the same way as the Portuguese had; in this treaty the name of Calvatty is mentioned and in the 13th Paragraph it is agreed that no cocoanut trees must be planted in the plain around the Fort by the Rajah's people, without a Communication with the Dutch which conveys the strongest presumption if not direct proof that the plain alluded to was the property of the Rajah who agreed not to plant trees on it without consulting the Dutch as it appears it was near their Fort.

No dispute or question respecting the Boundaries which was then agreed to and understood, appears to have taken place until the year 1769 when Gogarunador Faenipoo then Governor wishing to extend his possession forcibly seized Muttancherry, Cherlaye and Amratty belonging to the Rajah who endeavored to repel the aggressor by arms, but failing applied for redress to the Govt. General of Batavia which sent an accredited person

named Adrian Moniesse to enquire into the Circumstances and do what might be necessary to restore tranquillity; this man after a full investigation of all matters connected with the dispute and it may be presumed after consulting all existing treaties put an end to the quarrel by entering into a new treaty on those points connected with Boundary and jurisdiction which giving up to the Rajah for ever all demands on the territorial possession of Muttancherry, Cherlaye and Amrawatty clearly defines the Boundary to be as described in the first part of this report.

Adrian Moniesse when transmitting the treaty to the Rajah addressed a letter to him entering into a long discussion of the merits of the Dutch pretensions to the disputed property and replete with a variety of sophistical arguments evidently intended to exculpate the violent aggression of Gagorondor Faenipoo and to claim the merit of a great concession by the present treaty of which the accompanying paper No. 1 is a translation, and No. 2 contains translated extracts of Adrian Moniesse's [sic] letter to the Rajah which accompanied it; in this letter he attempts to substantiate the Dutch Company's claim to the disputed ground from the circumstances of Calvatty being mentioned in the original treaty with the Portuguese as the N. East corner of their place, and hence inferring that the original Fortifications extended to this point insists that the plain outside the Fort mentioned in the treaty with the Dutch on their taking possession in 1663 on which the Rajah's people were not to plant Coccoanut trees without a Communication with the Dutch must have extended a gun shot beyond that point, and then proceeds to a conclusion, the very contrary of what the demanded restriction against its being planted by the Rajah's people proves that the ground to that extent viz. a Gun shot from Calvatty, must have been the property of the Company, as had that been the case such a restriction would have been absurd.

All disputed points having been adjusted by this supplementary treaty entered into by Adrian Moniesse which appears to have been fully acted on: the Rajah remained in quiet possession of Muttancherry, Cherlaye and Amrawatty until the time of Governor Van Anglo-back [sic] when during the Governor's absence at Ceylon a dispute arose between the Dutch Company's servants at Cochin and the Rajah respecting the maltreatment of a Conganee (a Cast considered under the protection of the Dutch) in Muttancherry, this dispute was taken advantage of by the Dutch to renew their absolute claim to part of Muttancherry which had formerly been given up by the treaty with Moniesse and this second aggression does not appear to have been adjusted at the time the English got possession in 1795 as a little before the surrender the Dutch had a small guard on the East or Muttancherry side of the Calvatty Bridge but during this last aggression they (the Dutch) made no collections of any description; affairs being in this state at the time the English got possession they established their posts where the Dutch had theirs immediately before, and among the rest one was fixed on the Muttancherry side of Calvatty Bridge at a Chokey from which they dislodged the Rajah's troops who had reoccupied it, on the Dutch when attacked retiring within their walls. It appears however, that previous to the English taking possession of the Choke, a correspondence had taken place on the subject of the Boundaries between the Rajah and Major Walker, and that the object of the latter was to extend the Company's territorial possession as much as possible, with which view he makes a demand that the Company's Boundary shall be from the stone Cross in Muttancherry to the Cherlaye tekhtore or Western Nullah, without adducing any grounds on which the demand was formed, or stating it as a claim founded on treaty or any former agreements, but on the contrary it appears evident from the tenor of the whole of Major Walker's letter, that it was intended as a demand of a new arrangement, calculated to extend the Boundary of the English possession and their jurisdiction in the Cochin Country, beyond what they had a right to by succeeding the Dutch and from whom in the 7th article of Major Walker's proposition it is promised the new arrangement shall be concealed should the Rajah agree to it; this of itself conveys a complete demonstration that the Dutch had no right to, or did not possess the objects now demanded, which, as a kind of remuneration to the Rajah, were to be kept secret to prevent them claiming them in the event of the Country being at any future period restored. The Rajah however so far from acceding to the arrangements thus demanded, the proposition even of the subject but returned Major Walker's letter (after taking an authentic Copy of it) with a few lines from himself explaining his motives for doing so. A translation of the most material points in Major Walker's letter when returned by the Rajah with a few lines from the latter form No. 3 in the accompanying papers. Notwithstanding the decided rejection which had reoccupied their post in Muttancherry on the east side of Calvatty bridge and out of which they had been forcibly expelled by the last Dutch authorities was again displaced by order of General Stewart and the Chokey was taken possession of by British troops. I have not been able to develop from the documents to which I had access the motives which induced this proceeding—as in an extract of Major Walker's report to the Bombay Government, shewn me by Mr. Pearson he merely states that the Company's Boundary extends from the stone cross beyond the Muttancherry Bazaar in a line to the second Bridge leading on the road from the Beach through the Cherlaye (called in the plan Canara) Baraur towards the

Rajah's Palace, which is still further than that demanded in his own proposition no. 3 which was rejected, but without adducing any authority on which the assumption was founded immediately after the Chokey mentioned above had been taken possession of by the British, the Rajah addressed a remonstrance on the subject to Major Walker No. 4 in which he denies the right of the Company agreeable to existing treaties to have a post there which is part of Muttancherry that had definitively been relinquished to him by the treaty in 1770 of Adrian Mooniesse and concludes with expressing his confidence that when the true state of the case is discovered by a full investigation, the Company will do him justice. This uniform request of the Rajah that a full enquiry may be made into the subject, and on which alone he rests his hopes of redress, affords of itself a strong presumption that in fact no grounds of doubts respecting the Boundary existed; and that the treaty entered into by Adrian Moniesse was considered authentic, and the last in which points connected with the Boundaries are discussed and determined appears proved from a letter addressed to the Rajah by the Honorable Mr. Duncan, Governor of Bombay in 1800 or 1801, a Copy of which is in the records of Cochin and was shown to me by Mr. Pearson, as in this the Rajah is reminded of and called to abide by Moniesse's [sic] treaty in 1770 the terms of which are recapitulated and notwithstanding Major Walker's correspondence with the Rajah and his Report to Government on the subject of the Boundary, nothing has since been done in support of the claim to an extended Boundary and the guard at the Chokey which had been placed there by order of General Stewart was subsequently withdrawn, and no duties, or Revenues of any kind have hitherto been levied in Muttancherry, Cherlaye or Amrawatty by the English. The renewal of the doubt at this distant period appears to have been occasioned by the Extract of Major Walker's Report above alluded to, and the Circumstances of a few Inhabitants of Muttancherry having some sinister motive in view, being in possession of Grants clandestinely procured from the Dutch Government, of ground to build on in Muttancherry, and also from the Circumstance of a few Dutch men having houses on the Muttancherry side of the Calvatty bridge and one of them being in possession of the Copy of an agreement by which his ancestor at the time he built the house agrees to cut down all his trees should it be required of him by the Dutch, but all this seems only to prove that he being a Dutch subject who had by purchase or otherwise obtained a piece of ground in the Rajah's Country which was situated within a certain distance of the Fort was obliged to comply with the terms required by his superiors and the collusion in the former case between the few native merchants who have Dutch Grants and the servants of that nation would probably be readily discovered if an enquiry was instituted, while on the other hand there are several people still alive who can testify to the limits fixed by Adrian Moniesse and there exist many written documents such as grants of Land and similar Instruments in support of it and by the first and fourth articles of this treaty it is acknowledged that the Conganees and others living within the Rajah's limits are under his protection and jurisdiction except in circumstances where Inhabitants of Cochin are concerned when the case is to be adjudicated by the Company to whom also the Conganees have an appeal against oppression, but in every other respect they are there considered as the Rajah's subjects. Accompanying this I have the honor to send a Copy of Lieutenant Dardels survey and think proper to inform you that the part of the River East of Calvatty Bridge and lying along Muttancherry Bazaar which the Dutch were so anxious to possess is the best calculated for shipbuilding and trade of any on the River as there the water is deep close in shore.

ENCLOSURE (2)

Translation of an Extract of a letter addressed by Adrian Moniesse, to the Rajah of Cochin, dated 15th. Mukkummas Malabar year 947, which accompanied the terms of the treaty No. 1.

Adrian Mooniesse to Perumburropil Soorooapatangle Murat Rajah Perootatil cate undum awiaste, viz:—On the subjects of the disputes of the Boundary and regarding the Inhabitants within it and their concerns, to enquire into which and settle the same agreeable to justice I have received the orders of the Gover^t. Genl. of Batavia—therefore I have been making enquiries for a month back and as the conferences between the agents of both Governments have produced no settlement I have entered full into the investigation myself, and conclude that the aggression is entirely on your part; you have been fully informed of all the particulars by your agents among us but you have given no redress or made no settlement, I have got every information on the subject, which having communicated I trust that you will take measures for adjusting the existing differences. On enquiring into the history of the Boundaries of the Bohman Company which expelled the Portuguese from Cochicottah on the 8th January 1663 and on the 20th of March made a treaty with the Rajah's Government is it not seen that then the Fort was larger than at

present, and that in the N. East it extended to the corner of Calvatty of this on enquiry [sic] evidence will be found and that admiral Ponganiese who took the Fort signed the Treaty alluded to, together with certain principle [sic] men of the Rajahs while standing at Calvatty corner and in the 13th. Paragraph of this treaty it is agreed that no Coconut trees must be planted by the Rajah in the Plain around the Fort without a communication with the Wallundo Company now where is the plain beyond Calvatty and if a Boy stand at Calvatty he can cast a stone into what you call your Bounds but is it at all likely that the Dutch who came from such a distance should agree to such a limitation, or is it consistent with the dignity of the Rajah to offer it, no it is more than probable that the extent beyond the Fort, which reached to Calvatty, was to the Distance of gun shot should these trees have been planted agreeable to the Forms of the Treaty as particularized in Paragraph 13th you must prove so as it appears all these quarrels had their origin from this not having been the case; in reply to this you will ask how we permitted it and the only conjecture that can be formed is that these trees were the property of poor people for whom we felt compassion and did not interfere never expecting that any doubt could have birth respecting our Boundary, and from your deceiving Bomanpiette Governador Sencesso by informing him that this ground was your's, all these disturbances have taken place, and from the extortion of your people in exacting extraordinary duties from the Conganies and Marchants in Muttancherry they brought their complaints to us which has occasioned this discussion. Our lands extend from the Fort to the third Nullah by Chalage to near the Palace and should you desire our span of ground in that space the right we will resort to the same means formerly adopted although it is of no consequence to the Company; you wish the Conganies and others residing in the bounds above described to be under your authority but in the treaty of 1663 it is specified that the Conganies Christians and Topazes shall be subject to the Company. There is no such clause in the Treaty and in the 9th paragraph it is agreed that the Markakads shall be subject to the Company, but you deny that this was the case regarding the Conganies, on this subject I have already communicated with you and then the letter proceeds detailing many circumstances respecting the introduction by the Portuguese of the Conganies into this Country and stating conjectures formed on the above assumed premises (of their probable situation with respect to jurisdiction and subjection). It then comes towards the settlement intended—and concludes with the treaty proposed—after a preamble which declares the anxiety of the Dutch to be on cordial terms with the Rajah and states that a little ground more or less is of no importance to them in comparison with peace and good understanding with the Rajah.

ENCLOSURE (3)

Translation of Major Walker's Demands respecting the extension of the Company's Boundary &c. at Cochin addressed to the Rajah of Cochin under date 23^d. Umbamas 975—with the Rajah's Reply.

1. The dispute that existed between you and the Dutch about the duties due from the maikakeers as they existed in Mr. Ankulback [sic] and Mr. Vanspalds [sic] time must be referred by you to the Company whose subjects they (the markakars) are.
2. From the stone cross to Cherlay tikketore must be the Company's.
3. Within the Bounds above described you are not to levy any duties &c. in future or have any posts there and we having given a list of Duties which we are to levy you are not to interfere.
4. The Conganies and others living within the above Bounds who are under our protection are not to be interfered with by you.
5. Treemul dewan Pagoda belonging to the Conganies and within our Boundary you are not to interfere with it.
6. The Cori (Flag) usually hoisted in front of the Tremuldewen mukalwutt (Pagoda) must not be hoisted but by our order.
7. All complaints among or demands against the Wutta Sherdaman (Christians) will be enquired into and decided by us in our Courts. Your complying with the above will alone convince us of your friendly intentions, and we hope for a continuance and increase of the Friendly sentiments between us.

Should you consent and fulfill our wishes we will hereafter assist you in yours and if you comply with the above requests we will keep it completely secret from the Wallender Company (Dutch) who are only acquainted with the former arrangements.

Should you agree as above we will assist you in every way you may require or want. This letter was sent back again with the following few lines written on the back—after the usual personal Compliments; Ravi Ramawurma Rajah of Cochin having perused Major Walker's letter of the present date which has given him much uneasiness but with the demands of which he cannot comply, having already fully communicated his situation to the Company

h a Confident reliance on their Justice to be treated as formerly and agreeable to treaty he trusts that since he cannot enter into a discussion of subjects so unpleasant to him, his returning this letter will not be unfavourably construed and that a full enquiry will be made into former arrangements and agreements the terms of which he hopes will be continued to him without limitation.

ENCLOSURE (4).

Translated Extract of a letter from Ramah Warmah Rajah of Cochin to Major Walker dated Cumbummasum 25th year 975 after the usual compliments.

Your demand viz^t. that in Cochin Muttancherry on the "North is Calvatty Bridge south of which in our Boundary a sunga Chy. and port of yours is fixed which must be replaced by ours as directed by Coll. Peyensman and Mr. Woulpsand and was formerly the case" having been refused as was likewise a similar requisition made by the above Gentlemen, your sepoy's were sent who forced our guards from the Choki at Muttancherry and repeated them with your own and our people were prevented from levying duties within their own bounds south of Calvatty Bridge where there was a custom house and Choki, all this I informed you of in presence of Mr. Woulpsand when you came to Tripoonterah that the Company's Boundary was from the Stone cross to the Cherlay Nullah and that all within that line were subject to the Company you did not assert then whence this unjust proceeding and should this be insisted on what more remains to me in Cochin? I have still confidence that by a full enquiry into how matters were before, they will still be continued the same since altho' you wish the stone cross and a line from it to the Cherlaye Nullah to be the Boundary which never was the case before. I have much uneasiness at giving you a denial but it can not be, and I have already told you so, Muttancherry, Cherlaye and Amrawutty have been ours for ages and all the revenues of the same been collected by us and the jurisdiction under our management and this is so notorious, that if enquiry is made of the Inhabitants of these places the truth will be discovered as there are abundance of Written documents to prove it and you will ascertain that we have always levied the duties and in the above places which were never claimed by the Wullanse Company in our predecessors' times or in ours and there never was any treaty made or signed to that effect

Formerly a man of the name Gogarousvador Foenepoo a Dutch Governor who in or about the year 946 had patronised and assisted my Enemies, took forcible possession of the revenues of Muttancherry, Cherlaye and Amradwutty [sic] and unjustly seized these places, my uncle who was then Rajah complained to the Govt. General of Batavia who in consequence sent Adrian Moniesse who enquired into the matter and withdrew all the guards &c. that had been placed by Gogarunador and restored the Revenues, collections and jurisdiction and what had been collected of Muttancherry, Cherlaye and Amrawutty to us the rightful owners who have ever since continued in quiet possession of them so that your now requiring us to give all these up is very distressing as it cannot be complied with and we hope that the Choke at Calvatty Bridge in our Bounds will be restored and all interference within our Boundaries taken off.

(2)

*Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Chief Secretary to Government.
Dated—the 12th January 1813.*

In reference to the orders of Government of the 11th September, which were received by me on the 7th of the following Month, I beg leave now to transmit copy of a letter which I subsequently received from the Political Resident dated the 10th October, and from whom I had heard nothing further when I received his letter of the 18th ultimo, copy of which and of my answer I have now the honor to submit for the consideration and orders of the Honorable the Governor in Council—no such line of boundary as that which the Resident speaks of in the second para of his letter ever existed; neither were any pains whatever taken to ascertain the limits of the settlement at the period of its being taken possession of by the British forces. Captains Dardell and Blair of the Engineers are said to have made drawings of the place, and to have noted down all the information they could procure regarding the boundary but no Survey I believe was ever made under authority for the purpose of ascertaining the proper limits—on making application to the Collector of Malabar I find that nothing of the kind is on record in his office.

The Town of Muttancherry is the principal source of difference. It is situated for the most part between two Canals, cut, not simply for purposes of trade but rather for that of draining the spot upon which the greater portion of the Town now stands, and which even so late as 40 or 50 years ago was almost entirely under water—it is notorious that the Dutch had their Guards in this Bazar prior to the siege in 1795 upon which occasion all their outposts were withdrawn and the Rajah finding that we gave ourselves but little concern about the limits, endeavoured to establish a Choultry not only in Muttancherry, but at the Western extremity of the Town which reaches to within 700 yards of what were the Works of the Fort—this however was removed by the Garrison as soon as noticed. The small tract of ground to the Southward of the Town (chiefly gardens) lying between the two Canals belongs for the most part to the Kanareen Pagoda which as well as the Kanareens or Konganies, the majority of whom inhabit Muttancherry, were always under the protection of the Dutch Company—the second canal is the boundary invariably insisted upon by the Dutch, but from the weak state of their Government it was often infringed by the Rajah; it certainly appears the most natural one, the Town of Muttancherry being a Kind of Pettah to what was the Fort of Cochin—and should the Rajah be called upon to surrender his claims to this ever disputed spot, he will neither sacrifice revenues nor rights, which he ever collected or exercised unquestioned, or undisturbed, for any length of time.

All however that I mean to state at present is that I have every reason to believe the Dutch Claims are very capable of being supported should the Honorable the Governor in Council deem it expedient to go deeper into the enquiry—the boundary of the Second Canal will not include the Jew Town which is situated about half a mile farther on.

ENCLOSURE (1).

Letter—from J. MUNRO, Esq., Resident at Travancore.
To—the Judge and Magistrate at Cochin.
Dated—Cape Comorin, the 10th October 1812.

An opinion that the Treaties between the Dutch and the Rajah of Cochin were abrogated by the subsidiary treaty concluded in 1809 between the Rajah and the British Government induced me to postpone replying to the letters which I have received from you upon the subject of these treaties until I should have obtained a decision from the Government relative to them. I received a few days ago orders from the Government under date the 11th ultimo directing that the persons and places formerly under the protection of the Dutch should now be considered as entitled to that of the Court established at Cochin, but as these orders were issued before the arrival at the Presidency of a representation which I have addressed to the Government on the subject to which they refer, and as they leave unexplained some other questions arising from the operation of the Dutch and British treaties, I have judged it my duty to make another reference to the Government, previously to the execution of them. In order however to obviate any causes of discussion until the final decision of the Government upon the points under reference shall have been received, I have desired the officers of the Rajah's Government to release all Christians, Jews and other classes of His Excellencies subjects formerly entitled to the protection of the Dutch who may be in confinement, and to avoid all interference until farther orders with those descriptions of people. It is proper however to mention to you, that the territories restored to the Rajah of Cochin by Mr. Powney's treaty of 1790 have not been subject in any respect to the jurisdiction of the Dutch or of the authorities at Cochin which succeeded them.

The *Kariagor* at Cochin and the Judge of the Native Court at Alwey in Travancore have been called to this place for the purpose of explaining the causes of certain complaints which were made to you, and which you have communicated to me. Such of these Complaints as may appear upon investigation to have been well founded will be immediately redressed.

ENCLOSURE (2).

Letter—from J. MUNRO, Esq., Resident at Travancore.
To—the Judge and Magistrate at Cochin.
Dated—Allepe, the 18th December 1812.

The uncertainty which you have stated to exist with respect to the limits of the Territory dependant upon the Fort of Cochin renders it desirable that they should be examined and as Captain Arthur of the Engineers is now at Allepey, I have judged it proper to send him to Cochin for the purpose of determining in concert with you the precise line of

boundary which separates the Grounds belonging to Cochin from the Country of His Excellency the Rajah.

It appears to me that the line of boundary which existed at the time of the conquest of Cochin should be now recognised and confirmed, as a reference to the variations of the boundary or to any discussions which may have taken place regarding it previous to the Conquest, would render its determination at present extremely difficult and tedious, and if you should concur in the justness of this principle of proceeding, the inquiries of Captⁿ Arthur will be employed in ascertaining the line of boundary at the period when Cochin was delivered up to our possession. I have understood that a survey of Cochin for the purpose of ascertaining its limits was made some time ago by Captain Blair, an officer of Engineers and that the boundary was then settled; I have not access to any documents that may exist relative to that survey, but I suppose that they can be found in the office of the Collector of Malabar, and a reference to them might considerably facilitate the settlement of the boundary at present.

ENCLOSURE (3).

Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Political Resident, Travancore and Cochin.
Dated—Cochin, the 31st December 1812.

I have the honor to acknowledge the receipt of your letter of the 18th instant.

From all the information I have hitherto obtained, I am led to believe that no particular or formal investigation was ever made with a view to ascertain and fix the boundary between the Dutch possessions and the Cochin Rajah's territory—the difference of opinion which has so long prevailed on this subject has frequently given rise to disputes—and partial inquiries have been made but the proofs on either side were never produced and consequently have never been examined or decided upon and indeed it seems to me that the old esplanade which encompassed the fort to the Eastward and Southward (now the object of contention) can be claimed by either party with so little justice that the question becomes one rather of policy than of right and until I am advised as to the wishes and intentions of Government in this respect I should scarcely feel myself authorized in going deeper into the discussion at present, especially as you have declined carrying into full and complete execution the orders issued by the Honorable the Governor in Council under date the 11th September last until your further reference shall have been decided upon by Government.

In the meantime should you wish for any information procurable from the Dutch records, or which may be obtained from the evidence of the old inhabitants of the place, I shall readily afford you every assistance.

ORDER—DATED 2ND FEBRUARY 1813.

Ordered in consequence that letters of the following tenour be dispatched to the Resident in Travancore, and to the Judge and Magistrate at Cochin.

Letter—from W. THACKERAY, Esq., Chief Secretary to Government, Fort St. George.
To—the Resident in Travancore.
Dated—the 2nd February 1813.

I am directed to acknowledge the receipt of your letter of the 5th instant [*sic.*] and to state that the Honorable the Governor in Council is not yet prepared to deliver His final opinion on the sentiments you have expressed regarding the system it may be expedient to adopt for the Government of the Christians and also the other inhabitants of the territories of Cochin who were placed upon the Jurisdiction of the Dutch authorities at that station but will enter into a full consideration of the subject upon the receipt of the further report you proposed to submit.

2. The Governor in Council concurs with you in thinking that the boundary between the Rajah's territories and the territory attached to the Government of Cochin should be defined by a Survey and it would be proper that the line of boundary as it existed at the time of the conquest of Cochin should be recognized and confirmed.

3. A copy of your letter of the 5th Instant [*sic.*] has been transmitted to the Judge and Magistrate at Cochin with a copy of this letter for his Information and guidance.

Letter—from W. THACKERAY, Esq., Chief Secretary to Government, Fort St. George.
To—the Judge and Magistrate at Cochin.
Dated—the 2nd February 1813.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter dated the 12th Instant and to transmit to you for your

information and guidance the enclosed copies of a letter from the Resident at Travancore dated the 5th Instant [*sic*] and of the letter addressed to that officer in reply under the authority of the Governor in Council.

XV.—JUDICIAL CONSULTATION DATED 30TH APRIL 1813.

Read—the following papers :—

Letter—from J. MUNRO, Esq., Resident in Travancore.
To—the Chief Secretary to Government, Fort St. George.
Dated—Alwy, the 19th April 1813.

I have the honor of transmitting to you a copy of a correspondence which has taken place between the Judge at Cochin and myself relative to the determination of the boundary at that place. I regret that the pressure of employment has absolutely disabled me from proceeding to Cochin for the purpose of adjusting that question in communication with the Judge, and has obliged me to employ Captain Arthur upon that duty, but I indulge a confident hope notwithstanding the imputations of error and misconception which the judge has assigned to Captain Arthur's last report that this officer will ascertain the just line of Boundary in a clear and satisfactory manner.

ENCLOSURE (1).

Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Political Resident in Travancore and Cochin.
Dated—Cochin, the 11th March 1813.

Having been furnished with copies of your despatch of the 5th of January and of the orders of Government thereupon, under date the 2nd ultimo I have now the honor to state to you my sentiments in respect to the boundary which it is necessary should be fixed, for the purpose of defining the territorial rights of the Company in this neighbourhood.

The Honorable the Governor in Council having decided upon the principle by which we are to be guided in fixing the limits of this settlement, in reference to the territories of the Cochin Rajah, I shall confine myself to such observations as may be necessary to explain the nature of the Company's claims to the boundary which I shall proceed to lay down for your consideration, and the ultimate decision of Government.

I herewith enclose for your perusal copy of a letter which I addressed to Mr. Vanspall on receipt of the orders of Government and of that Gentleman's answer—but his opinions are unsupported, and can only be attributed to that blended Jurisdiction in respect to the Konganies, which I have endeavoured to describe in my letter of this date and which appears to have been little understood even by the Dutch themselves during the latter years of their Government.

I can find nothing on record to induce me to suppose the Dutch ever possessed a distinct territorial right to the Town of Mattancherry; they had certainly a permanent Guard in the very heart of the Town near the stone cross, but there it was that the person who formed the customs under the authority of the Dutch Company had his Custom House—and it was to uphold him in his duty only that a guard was placed there—as the principal or western Canal would certainly form the most distinct limit, it is almost unwillingly that I proceed to state the undeniable right of the Company to a small tract of ground immediately on the other side the Mattancherry bridge, forming the western extremity of that Town.

In the year 1770 this ground was covered with water, and a grant was in that year given to Anantha chetty to occupy, and build upon such part of it, as he might be able to drain and bank in.

Admitting for the sake of argument that a territorial Jurisdiction over the Town of Mattancherry was ceded to the Raja in the preamble to the treaty of 1772 it is also stipulated in the latter part of that very article, that the Rajah shall not interfere with the Banyans, *alias* Wanyans, or with their places of residence. Anantha chetty was one of the Principal members of that Class of people and the ground in question remains to this day in the possession of his descendants.

At this spot also the Dutch Company had always a Guard, which was only withdrawn at the time of the siege but the Rajah never had one in any part of Mattancherry, until long after we obtained possession of the place and then only by stealth as I shall describe.

The report of Captain Arthur appeared to me so extraordinary a one, and so full of Error and Misconception that I wished if possible to wave [*sic*] offering any comment upon it but as circumstances are therein stated, in respect to the guard which the Rajah had for a short period on the eastern side of the Mattancherry bridge—calculated to mislead the Government—I must here explain that some time after we got possession of the settlement the Rajah observing

that we gave ourselves but little concern in regard to what passed out of the Fort conceived it to be a good opportunity of possessing himself of Anantha chetty's ground, as a part of Mattancherry and with a view of facilitating his collection of unauthorized duties, anxious however if possible to escape observation, he had all the materials of a small Choky prepared at a distance, and when ready brought to the spot after dark in the evening, and with the assistance of a number of workmen the building was completed and the Guard fixed by day-light in the morning—this notable step did not however avail him long, the Choky was ordered to be removed on a representation being made of the circumstances to Government—this fact admits of the most unequivocal proof.

In my letter to you on the subject of the Company's Jurisdiction over the Konganies I have declared my belief that no notice whatever is taken of a boundary between the Raja's Country and the Dutch Settlement in the Treaty of 1772 or in any Treaty upon record, and I must now observe that if the ground upon which Mattancherry and Cheralye stand, is supposed to be confirmed to the Rajah by that Treaty, Amarawathy must also be considered as given up—a place situated within the Canal boundary (that is between the Canal and the Sea, and inhabited almost entirely by the Wanyans and Tattans who, together with their places of residence, are declared in the very same article to be under the control of the Dutch Company only, the fact in that Amarawathy is mentioned only because a few Konganies were found to be residing there and all revenues and inland customs derived from the industry of that Class of people, are secured by that Treaty to the Rajah.

With the exception of the small spot near the Mattancherry bridge and which is occupied by the Company's Custom House, the warehouse of the Chetty's Ganesha and Baboo Raman, and that for which willan malla [*sic*] is indebted a ground rent to those Chetty's, I think the Principal Canal which runs westward and afterwards taking a turn south, continues nearly parallel with the sea, until it again turns short to the west enclosing on two sides, Mr. Wolff's Garden, may still be made the boundary which should terminate in a line drawn west to the sea in continuation of the southern wall of Mr. Vanspall's Garden a small nulla in fact runs in that direction but the principal branch passes right thro' his grounds.

The Company possess several Parambas to the southward of this line near the sea, but in like manner the Rajah is the Proprietor of several in Amarawathy which he has from time to time purchased—they should be mutually exchanged. The Company's boundary is well known in the Island of Vipeen where it adjoins the estates of the Palial Achen but it may be well to mark it out afresh, by a line of Jack Tree which may be planted for the purpose, in addition to the lands above particularized the Company possess only the two small Islands of Rama Toorty and Cheria Rama Toorty and a few Gardens in various parts of the Cochin territories regarding which there is no dispute.

ENCLOSURE (2).

Letter—from J. H. PEARSON, Esq., Magistrate.
To—J. L. VANSPELL, Esq., late Governor on the part of the Dutch Company of their Settlement of Cochin.
Dated—Cochin, the 15th February 1813.

The Honorable the Governor in Council of Fort St. George being desirous of procuring the best and most authentic information relative to the actual limits of this settlement at the time of its surrender under your authority to the British Government in 1795, I have to request you will state to me in writing such particulars relative to the Boundary in the actual occupation of the Dutch Government immediately prior to the Capitulation as you may now have a clear and perfect recollection of.

ENCLOSURE (3).

Letter—from J. L. VANSPELL, Esq.,
To—J. H. PEARSON, Esq., Judge and Magistrate of Cochin and its Dependencies.
Dated—Cochin, the 17th February 1813.

In compliance with the venerated orders of the Honorable the Governor in Council of Fort St. George, I have to inform you that since the year 1767 that I have been at this place until I have surrendered the Town of Cochin, and its Dependencies to the British Arms in 1795 its boundaries then in actual possession of the Dutch Government, that were always with the greatest right and authority maintained and where about never rose any disputes nor war, are the under following vizt:—

"From the Town Cochin along the south side of the river its limits reaches till Mattancherry beyond the large bridge where the Offering Cross stands, where always was stationed a Military Guard as a sign, close to the River side between the said Offering Cross and the store house belonging formerly to the late Jewish merchant Meyer Rabby. The Ditch of Ijelay that runs under the bridge of Mattancherry to the westward, the limit from the Town reaches till there, and the other side of the river belongs to the Cochin Rajah, but also a part of it to the Dutch Company the said ditch flows in a small Ditch that runs behind the late

"Mr. Derks's Garden and that of the undersigned till the sea side, all what lays beyond this small Ditch belong to the Rajah of Cochin, but also a part to the Dutch Company, having some Gardens there which are farmed out.

"From the Town along the sea side till the way along the undersigned's garden this strip belonged formerly to the Dutch Company—Beyond the River to the northward on the Island of Vypeen, the limit of the late Dutch Company reaches with its whole breadth till near Badekke, where a large Anjely Tree is standing, with the Dutch Company's arms burnt on it very well knowing to the Inhabitants there."

This *sic* were thus the true actual boundaries of the late Dutch Company, but I find it necessary also further to inform you of the Dutch Government (as I have already explained to Captain Arthur a few days ago who came at my house for that very purpose) having always pretended ulterior Boundaries, which hath occasioned continual disputes with the Rajah of Cochin at the time, having even occasioned a real War in the year 1768 under the reign of Governor Sennof which hath been appeased by his successor the Governor Moens, without any decision concerning the limits having been silenced until the surrender of Cochin—which pretended boundaries where from the Town along the south side of the River till Mattancherry at the Hermitage, next to the small bridge beyond the Ditch there, which ditch runs along the Garden of the late Ensign Pauswyn, till there they pretended the limits to be extended, and from there till the sea side.

These my explanations, are the best to my recollection circumstantially to be seen in the secret resolutions of the year 1768 resting at your cutcherry.

ENCLOSURE (4).

Letter—from J. MUNRO, Esq., Resident at Travancore.
To—the Judge and Magistrate at Cochin.
Dated—Alwy, 17th April 1813.

I entertained a hope when I had the honor of receiving your letter of the 11th ulto. that Circumstances would have permitted me to proceed to Cochin for the purpose of adjusting in communication with you and in conformity to the orders of the Government the disputes which subsisted concerning the boundary of that place. I regret however to state that the length of time during which I have unavoidably been detained on the districts of Trichoor, and the necessity which exists of my visiting and making a revenue settlement of the Northern Provinces of Travancore previously to the commencement of the monsoon have disabled me from executing my intention of repairing to Cochin, and I have therefore judged it to be my duty to send Captain Arthur of Engineers to that station, in order to ascertain in concert with you and define by a survey the precise line of its boundary as it existed in 1795 at the period of the conquest.

The disputes which arose soon after the conquest of Cochin relative to the question of the boundaries occasion some difficulty in adjusting that point at the present moment, and apparently render it requisite to have recourse for the means of determining it to a consideration not only of the whole series of treaties and other arrangements that may have been made regarding it during the continuance of the connection between the Dutch Company and the Rajahs of Cochin but also of the manner in which those agreements were understood and acted upon at the periods of time when they were concluded. Those documents are not entirely silent respecting the boundaries, and although they do not define them with precision they appear to afford in conjunction with other sources of information sufficient grounds to lead to a just determination of them. The manner in which Calvetty is mentioned on the first treaty between the Dutch and the Rajah of Cochin shews that the possessions of the Dutch were terminated to the Eastward by that point, and the prohibition contained in the same treaty of Cocoanut or other trees being planted on the outside of the Fort to the extent of the esplanade without the consent of the Company, clearly indicates that this ground belonged to the Rajah, and absurd if the ground had belonged to the Company. From all the information which I have been able to procure this construction of the treaty of 1663 was acted upon and no disputes relative to the lines of boundary occurred until the year 1769 when the Governor of Cochin attempted to extend by violence the territorial possessions of the Company. This encroachment produced a war between the Rajah and the Dutch, earnest remonstrances from the Rajah to the Supreme Government at Battavia, the Mission of Mr. Moensse from thence for the purpose of adjusting the disputes which prevailed, and finally the agreement of 1772 by which these disputes were finally settled. That agreement when considered in conjunction with the circumstances of a war undertaken by the Rajah with a view principally to repel encroachments upon his boundaries must be regarded as conclusive of the question at issue with respect to them, and in the agreement the first article, which you have denominated its preamble, states, being of no consequence to the Company, that "in Mattancherry and Cherlaye the collection of all the revenues, in Amrawatty the collection of the Customs and tobacco rent, and in

"Mattancherry and Cherlaye the cognizance of the Kokunies and of the Kokunee Pagoda have been made over to the Rajah and his heirs while the Perumbump state shall belong to them but the affairs of the oil makers and silver smiths are not to be taken cognizance of by the Rajah, those people belonging to the jurisdiction of the Company." The agreement of Mr. Moensse was never drawn up in the form of a treaty but consisted in certain propositions communicated in a letter to the Rajah and in the Rajah's reply, and the nature and extent of these propositions are explained and fixed by the terms in which the Rajah accepted them. In reply to the first proposition already quoted the Rajah stated "For these reasons the cognizance of affairs in Mattancherry and Cherlaye the collection of the revenues in them, the collection of the Customs and tobacco rent in Mattancherry, Cherlaye and Amrawatty, the cognizance of the Kokunies and the Kokunee Pagoda having been made over to us by the Commodore (Moensse) according to former usage are received under our charge, the affairs of the silver smiths and oil men are not taken Cognizance of by us. In the foregoing article the Wanyans and Tatars" were placed under the jurisdiction of the Dutch but no mention whatever is found of their places of residence. The agreement of Mr. Moensse was concluded for the purpose principally of adjusting disputes relative to the boundary; its stipulations must be considered to bear a reference chiefly to that object, and in confirming to the Rajah the revenues and jurisdiction of Mattancherry and Cherlaye it must be understood to recognize his right to the territorial possessions of those places. An important distinction will be observed on the agreement with respect to Amrawatty the revenues and jurisdiction of that place are not like those of Mattancherry and Cherlaye given up to the Rajah, its customs and tobacco rent only are confirmed to him, and it appears to follow that the territorial possession of Amrawatty was not considered to be resigned to the Rajah, but to belong to the Company. The reservation regarding Amrawatty must also be understood to strengthen the Rajah's claim to the whole of Mattancherry and Cherlaye of which the revenues are entirely given up to him. The exact boundaries of Mattancherry and Cherlaye are not described in the agreement, but they are generally known, and can be readily defined by a survey. That Mr. Moensse agreement was executed in the manner which I have stated, can I believe, be proved by many inhabitants of Cochin now alive, and the terms of the agreement were fully confirmed by instructions from the Dutch Government at Battavia and recognized by the Governors of Cochin until the time even of Mr. Vanspall. The territorial rights of the Rajah as established by treaties cannot be affected by Grants of land issued by the Dutch for ground situated within the limits of the Rajah's territory, the Dutch could not be allowed to profit by their own wrong so far as to found a right to the possession of lands upon grants which they had no right to issue; It is said that grants of land were obtained from the Dutch in a clandestine manner; and those grants however obtained could possess no validity in opposition to public treaties.

The agreement of Mr. Moensse as far as it related to questions of boundary was again recognized on the occasion of the Peace mediated between the Rajah of Cochin and the Dutch by Mr. Powney. On that occasion no formal and separate treaty was concluded. Mr. Powney addressed a letter to the Rajah stating the conditions on which peace might be made; and the Rajah accepted those conditions with certain reservations. The discussions which arose between the English and the Rajah subsequently to the conquest of Cochin do not appear to have produced any definite arrangement; and Mr. Moensses *sic* agreement seems to furnish still for the decision of all questions of boundary the justest rules that can be followed.

I have carefully examined Captain Arthur's report, without being able to discover the errors and misconceptions which you have ascribed to that paper: on the contrary it has appeared to me that the inferences which he has stated are plainly deducible from established facts. There does not seem to be a great difference between the line of boundary which you have described and that which Captain Arthur has reported; and I indulge a hope that a reference to the records in the Rajah's possession which Captain Arthur is authorized to examine and to those under your charge will reconcile whatever difference of opinion may still exist upon this point. Captain Arthur has been desired to make a survey of the boundary, to communicate with you fully regarding it, and to prepare a full report on the subject, stating the grounds upon which his conclusions are founded, and the points upon which he agrees or disagrees with you in opinion. It is plain that no latitude is allowed to our discretion in fixing the line of boundary, but that it is our duty to ascertain upon just principles and authentic evidence the boundary as it existed at the conquest: no document to which I have had access mentions the boundary in Vypeen but as you have stated that it is well known, I trust that you will communicate to Captain Arthur the information which you possess relative to it.

ENCLOSURE (5).

Letter—from J. MUNRO, Esq., Resident.
To—Captain ARTHUR of Engineers.
Dated—Alwy, the 17th April 1813.

I have the honor of forwarding to you an extract of a letter from the Government, the copy of a letter from the Judge and Magistrate at Cochin, and the copy of a letter which I

have addressed to that Gentleman on the subject of the line of boundary which separates the territories possessed by the Dutch Company at Cochin from those belonging to His Excellency the Rajah. You will perceive in my letter to the Judge and Magistrate the reasons which have induced me to send you to Cochin, and the view which I have taken of the question under consideration regarding the boundary of that place. It is my wish that you would examine the records at Tripoonterrah and Cochin on this subject; that you would communicate fully with the Judge and Magistrate regarding it; that you would make a survey of the boundary marking those parts of it concerning which a difference of opinion may exist, and that you would prepare a report stating the most authentic information which you may be able to obtain relative to the boundaries, the inferences which you may draw from that information, the agreement or difference of opinion which may subsist between you and the Judge and Magistrate relatively to the frontier, and the grounds upon which you may entertain an opinion contrary to his upon that subject.

ORDER—DATED 30TH APRIL 1813.

Ordered that the foregoing letters do lie on the table.

XVI.—JUDICIAL CONSULTATION, DATED 14TH MAY 1813.

Read—the following paper.—

Letter—from J. H. PEARSON, Esq., Magistrate, Cochin.
To—the Secretary to Government, Judl. Dept.
Dated—the 22nd April 1813.

The inefficient state of the Police on this Coast, as well as in other districts, is a subject which, I believe, is now under consideration by Government.

The Island of Chetwye which was separated from the Zilla of South Malabar, and placed under the jurisdiction of this Court, is one of those districts in which some new arrangement for the administration of the Police is most required, and the late successes of the local Police, and that of the Cochin Country, employed under the orders of the Political Resident in apprehending almost every individual belonging to the Gang which, for a considerable time, infested the districts in that part of the Country, seems to offer a favorable opportunity of introducing a new system, which I could wish to be allowed to avail myself of.

It has always appeared to me that no Police in this Country can be rendered efficient in which the inhabitants are not made to bear a part; and under this conviction I have been induced to draw out instructions upon the principle laid down in the Regulation submitted by the Zilla Judge of South Malabar, and which I propose issuing to the principal inhabitants of the two Hobilies into which Chetwye is divided, should the enclosed draft meet with the approbation of the Hon'ble the Governor in Council.

With regard to the classes of people residing in the Cochin Raja's territory, subject to this jurisdiction, I forbear submitting any arrangement for their benefit, until the references already before Government shall have been decided upon.

Letter—from D. HILL, Esq., Secretary to Govt., Judicial Department, Fort St. George.
To—the Magistrate of the Town of Cochin and its Dependencies.
Dated—the 14th May 1813.

I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter of the 22^d ultimo, with its accompaniment, and to observe that a legislative enactment, would be necessary to give validity to the instructions which you propose to address to the head inhabitants for their guidance in aid of the officers of police. I am, however, directed to transmit to you the enclosed copy of a Circular Letter which was addressed to the several Magistrates on the 28th of November 1811, and to desire that you will submit to Government through the Provincial Court the prescribed report regarding the police of the Town of Cochin and its Dependencies, and will accompany it with the draft of such a Regulation as your report may, if acted upon, render it necessary for the Governor in Council to enact.

XVII.—JUDICIAL CONSULTATION, DATED 17TH AUGUST 1813.

Read—the following paper.—

Letter—from J. H. PEARSON, Esq., Judge and Magistrate, Cochin.
To—the Secretary to Government, Judicial Department.
Dated—the 15th July 1813.

I have the honor to acknowledge the receipt of your letter of the 14th May together with its accompaniment being a Copy of the Circular letter written to the several Magistrates under date the 11th November 1811, calling upon them to report upon the state of the Police of their zillas, and to propose a Regulation for its better administration.

With this requisition I should not fail to comply without further delay, but for a difficulty which it appears to me the Government would wish to be previously explained.

In my letter of the 28th of August last, I reported upon the extent and population of the districts composing the Jurisdiction of the Court then newly established at this station and on reference to that document it will be found that they are extremely limited.

The Island of Chetwye was on that occasion separated from the Zillah of South Malabar and placed under this Court—a Police Regulation had been already submitted by the Magistrate of that zilla, containing the most likely plan, in my humble opinion for rendering the present system of police more efficient, with a due regard to economy; and it was on the principles explained in that Regulation that I drew up the instructions submitted in my letter of the 22^d April last.

Chetwye being disposed of the only remaining territorial Jurisdiction of this Court will be the Dutch Settlement, Viz: the Town of Cochin and some inconsiderable tracts of land in its neighbourhood together with the small Village of Tangacherry at Quilon, a more particular description of all which will be found in my Report, above alluded to.

The lands to which the Dutch Government possessed an undisputed and undeniable right do not contain a population of four thousand Souls, and the present police (than which no establishment would be devised more economical) is found to answer every essential purpose.

Hence it will appear that the most important Jurisdiction exercised by this court is that which extends over a portion of the Roman Catholick Christians of the Cochin Rajah's territory, who live in Villages dispersed over such parts of that Country as lie chiefly along the Sea Coast, none of them being farther distant from this Town than 15, or at most 20 miles, and amounting to about 20,000 Souls; over the Kongaues and other merchantile [*sic*] classes inhabiting the Town of Muttoncherry, and adjacent Village of Cheralye (the former being as a Petta to the fort commencing about 900 yards from the walls) over the white Jews of the Jew town, to the eastward and attiguous [*sic*] to Muttoncherry; and over the Banyans (Alias Wanians) and Silver Smiths of Amarawathy, a Village on the Skirts of the esplanade, between Cheralye and the Town.

At this Villages [*sic*] and at Muttoncherry and the Jew Town, the organization of a Police is no doubt necessary, and would be highly acceptable to the inhabitants themselves, not only from their desire of being continued under the protection of the British Government, but from their being subject to frequent oppression and vexation, arising partly from the peons who compose the present police of the Rajah's Country being foreigners, but more from the very defective manner in which the Police is conducted.

To enable me to draw up a report, and frame a Police Regulation under Circumstances so peculiar, it will be necessary to make various and particular enquiries which it appears to me for reasons which I shall proceed to explain, of importance should be postponed until the more urgent question of Jurisdiction is finally determined upon by Government and which cannot be settled merely by fixing the territorial boundary between the Dutch possessions and the Rajah's Country; a point under existing circumstances of minor consideration.

The Political Resident in his letter to Government of the 5th of January last, suggests the total abrogation of the Dutch treaties, and the consequent removal

from under the authority of the Company, a population of about 28,000 people, who, for a series of years have looked up to the British Government alone for protection, and which they are at present only anxious should be confirmed to them under acknowledged Regulations, which it shall not be in the power of the servants of the native Government to infringe.

Enquiries therefore such as it would be necessary for me to make, in reference to the information called for in the Chief Secretary's letter would tend to raise hopes which it may not be in the contemplation of Government to realize, and which in that event, would add much to the mortification and even dismay, which will be felt by this numerous Class of people, should they be transferred to the Control of the native Government unassured, by the previous introduction into that country of a permanent Code of Regulations, of ample protection both as to person and property, and of Civil and Criminal Justice being administered to them in a manner very different from the practise of late years in the Rajah's districts.

The Honorable the Governor in Council was pleased to direct a Copy of the letter above alluded to, to be transmitted for my information, but as no remarks upon the plans therein suggested are called for it would be presumption in me to offer any: this circumstance however does not seem to preclude my noticing a Point which, though apparently of importance, has not been touched upon by the Political Resident, though it would appear very necessary it should be explained to Government, that, in transferring to the Rajah's authority the Konganies, Jews, and other merchants of Muttoncherry, almost all matters connected with the trade of the port, will come under the cognizance of the native Court, or other executive authority, which in such event it is to be presumed will be fixed in this neighbourhood.

I have already stated to Government the Superior advantages of the port of Cochin compared with any other on this side of India, Bombay excepted—the likelihood of its becoming a place of great resort on the opening of a free trade seems highly probable, but should the arrangement suggested by the Political Resident take effect, nine tenths of the merchants engaged in carrying on the trade of the Port, will then be found to be subjects of the Cochin Raja; and consequently all affairs in which they are concerned, must be referred to, and decided in the native Courts which will naturally give rise to that kind of intercourse between the Rajah's Government, and Europeans of all nations, which it has ever been deemed Policy to check and discourage.

On my first taking charge of the duties of my present situation, the Political Resident entertained no doubt as to the Company's right of Jurisdiction over the Konganies; his opinion in that respect has since undergone a Change which has given rise to a correspondence, whereof I beg leave herewith to enclose Copies and request you will submit the same to His Excellency the Governor in Council—to these letters I have annexed one or two of a later date, to which I have no longer any hope of obtaining a reply and which will tend to shew how very inadequate my authority is, unsupported by that of the Political Resident, to extend to people placed under the Jurisdiction of this Court, that protection which is enjoyed by all other classes of the Company's subjects. Complaints of a similar nature I am sorry to add still continue to be preferred.

I beg leave further to submit copies and translates of the only treaties upon the Dutch records in which the Konganies are mentioned.

ENCLOSURE (1).

Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Political Resident, Travancore and Cochin.
Dated—Court of Cochin, the 6th February, 1813.

I am now under the necessity of troubling you with copies of two petitions, the first Muttoncherry, said to be in confinement, under your orders in consequence of his non-acquiescence in certain demands on the part of the Travancore Government, which he considers undetermined and excessive, the latter preferred by Chimary Award the Captain, or Chief of the Malabar Christians of the Cochin district, subject to the Jurisdiction of this Court.

This person I found living with his family in the Town of Cochin on my arrival in the month of July; and it was not until he was furnished with a pass under my official signature and seal, that he ventured to return to his house even for a few days for the performance of a religious Ceremony.—His property was then under sequestration and continues so, I am sorry to find up to the present day.

The numerous complaints of oppression and injustice on the part of the public Servants of the Cochin Raja's Government, which have been preferred to me by persons who have a right to expect protection from this Court, I have had the honor already to advise you of; but aware of the multiplicity of important affairs which must engage your whole attention in Travancore, it appeared useless to trouble you more particularly on the subject—especially as I was induced to hope that on your finding time to come into the Cochin Country, the causes of such Complaints would be done away, and that measures would be taken in reference to the Jurisdiction of this Court, to procure by legal process, payment of all disputed demands on the part of the neighbouring Government, against the subjects of the Honorable Company, but the Court has now been open for the trial of Civil Suits nearly seven months, without any such Complaint having been regularly preferred by the Officers of the Raja's Government for investigation.

Under these Circumstances I am obliged to consider the present imprisonment of Ananta Chitty Baboo Raman and the continued sequestration of the property Chemary award without any complaint having been lodged against him, as a refusal on the part of the Raja's Government to acknowledge the right of the Company to extend its protection to these persons, and the Jurisdiction of this Court as established by Regulation V. A. D. 1812 but as I may not be considered hasty in forming this opinion, I have now the honor to request I may be informed what the intentions of the Governments of Travancore and Cochin are in respect to their claims on the two persons in question, and generally in respect to all persons, subjects of the Company, similarly situated.

ENCLOSURE (2).

Letter—from J. H. PEARSON, Esq., Judge and Magistrate at Cochin.
To—the Political Resident, Travancore and Cochin.
Dated—Court of Cochin, the 24th February 1813.

A petition presented to me yesterday in behalf of Chemary Awara (copy whereof I enclose) obliges me to call your attention to the letter which I had the honor to address to you under date the 6th instant.

The late Seizure and confinement of Chemary Awara, in the face of that representation carries with it so much the appearance of a wilful disregard of the authority vested in me as a Judge and Magistrate and of the Jurisdiction of this Court as established under the orders of the Honorable the Governor in Council, that it becomes my duty to require an explanation of the causes of the petitioners seizure by the prawattykar, newly appointed to the Cochin prawatty, the better to enable me to make a just Report of the circumstances to Government.

Whatever changes may be in contemplation touching the Jurisdiction of this Court you must be sensible that until such Jurisdiction is limited and the Consequent orders of the Honorable the Governor in Council received, I cannot permit my authority to be infringed upon, and certainly not in instances which appear to Originate in an unnecessary exercise of arbitrary power, which it is particularly my duty to endeavour to prevent.

ENCLOSURE (3).

Letter—from J. MUNRO, Esq., Resident, Travancore and Cochin.
To—the Judge and Magistrate at Cochin.
Dated—Trichoor, the 28th February 1813.

I have had the honor to receive your letters of the 6th and 24th instant and I regret that a pressure of employment has prevented me from replying to them at an earlier period of time.

Although the treaties between the Rajahs of Cochin and the Dutch, which you have adopted for the Regulation of your proceedings have in many essential points been departed from by the usage of the last thirty years, have been superseded by the engagements subsequently contracted by the Rajah with the English nation, and form at the present moment the subject of a reference to the Honorable the Governor in Council, yet His Excellency the Rajah's Government, desirous of avoiding any cause of discussion, has given orders for adhering in every practicable case to the purport of these treaties until a final decision regarding their Validity and the extent of their operation shall have been received. It does not appear from the terms of any treaty between the Rajah and the Dutch that the Cokanie, or Conareen subjects of His Excellency were exempted from his authority, or placed under the jurisdiction of the Dutch and in one of the first articles of the treaty concluded in 1772 by the Governor of the Dutch and in one of the first articles of the treaty concluded in 1772 by the Governor Moens, the Jurisdiction over the Cokanie inhabitants of the Rajah's territories is expressly affirmed to His Excellency. The qualifications of that stipulation which are contained in the subsequent articles of Mr. Moense's treaty cannot be understood to annul the Rajah's

sovereignty over his Cokanie subjects, or remove them from the controul of his Government: so zealous have the Rajahs been of their rights in this particular that the war which broke out between the Rajah and the Dutch subsequently to the date of Mr. Moense's treaty, arose principally from the attempts of the latter to restrict the exercise of the Rajah's authority over his Cokanie subjects and His Excellency in concluding the peace with the Dutch, which was mediated by the British Resident Mr. Powney, declared his resolution to maintain unimpaired the rights of his Government over that Class of his people. On examination of the treaties and transaction that took place between the Rajahs of Cochin and the Dutch appears clearly to prove that the Cokanie inhabitants of the Rajah's territories were subject to the Controul of His Excellencies Government, although they possessed the privilege in certain subordinate matters of carrying their complaints to the Dutch Tribunals at Cochin; and it is against the Cokanie Baboo Ram Chitty have been commenced. It is true that this Cokanie possessed a House and some times resides within the territories belonging to the Company; but this circumstance does not seem to invalidate the authority of the Rajah's Government over him, as he was born, and the principal part of the property of himself and his family is situated in his Excellencies Country. Until I examined the original treaties in the possession of His Excellency the Rajah of Cochin I was told to entertain a different opinion from what I have now expressed, regarding the extent to which his Cokanie subjects are removed from his Controul, but if the view which I have taken of those treaties should be erroneous, I shall be happy to receive such information as may be calculated to correct it.

The Dutch treaties are more explicit with respect to the Christian Inhabitants of a part of the Rajah's territories, and I believe that no interruption is opposed to the Jurisdiction of the Court over those inhabitants in Criminal cases and Civil suits, but the changes which have taken place in the situation of the Christians, in relation to the payment of their Revenues, since the dates of these treaties, have rendered their strict enforcement in matters of Revenue difficult if not impracticable between the date of Mr. Van Angelbeck's treaty, which paid the rents to be paid by the Christians, and the Conquest of Cochin, most of the Rajah's Christian subjects were removed from the lands which they held by the tenures of the Cansum and junmam; and the greatest part of the Christians now occupying lands in the districts affected by the Dutch Treaties held them from year to year by simple patam tenures, and are removable from them at the pleasure of the Rajah. It appears that the terms of the treaties in regard to the Revenue collections were never carried into Complete effect in the time of the Dutch Government, and have been scarcely executed at all since the period of the conquest of Cochin by the English. The Rajah's Government has for some years regulated and collected the rents of the Christian as well as of the nair subjects of his state—an attempt to introduce the full operation of the treaties at the present moment would be attended with serious embarrassments, and is rendered still more inexpedient by the circumstance of the whole subject being under reference to the Government. The Rajah's Government is therefore desirous until a final decision of the question at issue shall have taken place to continue the present system of collecting the Revenues, but at the same time to avoid any extreme case calculated to produce discussions. Orders have therefore been repeatedly issued to the Rajah's officers to endeavour to realize the Revenues due by the Christians by amicable arrangements with them, but to employ no measures of coercion, restraint or compulsion, for the purpose of obliging them to pay their revenues. This arrangement can however be of a temporary nature only. If the officers of the Rajah's Government should have in any points departed from the orders which I have described, their Conduct has always been corrected and frequently punished on being made known to the Rajah's Government.

With respect to the acts of injustice and oppression which upon an examination of one side of the question only, you have so frequently imputed to the Rajah's officers, it is my duty to state that most of the Complaints which you have transmitted to me have been found upon investigation to be either extremely exaggerated, or entirely groundless. I have wanted time to furnish you with detailed explanations of those complaints, but the two cases stated in your letter of the 6th instant may be adduced in support of the observation which I have made: Baboo Ram Chetty engaged to sell a quantity of the Circar pepper and was to receive a certain Commission on the amount realized from the sale. In this transaction he acted as a broker, responsible to the Circar for the price of the pepper and bound to pay whatever sum he might receive for it, on settling his accounts a balance of upwards of 10,000 Rupees was due by him, and it was ascertained that he had defrauded the Circar of a part of the price which he received for the pepper. He acknowledged in my presence at Cochin the correctness of the settlement which he owed to the Circar; on the expiration of that time no part of the balance was paid. I therefore summoned Baboo Ram Chitty to Quilon, received an engagement from him to pay his debt in five days, and sent him back to Cochin under charge of a police peon. He soon afterwards absconded to Tellicherry, and I was under the necessity of ordering his house and property at Muttoncherry to be sequestered. In a very few days however the house and property were restored to him but he has shown no disposition whatever to discharge the just demands of the Circar, and the example of contumacy which he exhibits, is carefully observed by the other Cokanies in the Rajah's territories.

The other person commonly known by the name of Oureah Captain mentioned in your letter of the 6th instant rented a few years ago from the Circar certain lands under tenure of Kootawa Patam, according to which no remission of rent can be claimed. The Oureah Captain, however demanded a remission of two years rent; on the foundation of a Teettorana, or letter from the Rajah, but on examining the accounts no notice of such a letter could be found, nor was the Oureah Captain able to produce the Original letter, or any document in support of it. His claims for a remission were therefore Judged to be groundless, he was required to pay the just demands of the Circar, and on his repeated refusals, his property was for a time under sequestration, but afterwards restored to him; as this man has however made no arrangement whatever for satisfying the demands of the Circar his under tenants were last year required to pay their rents direct to the Circar and the grain which has been collected in this manner remains still in deposit. With respect to the person mentioned in your letter of the 24th instant, and who appears to be different from the Oureah Captain I have received no report, but I have sent instructions for his being released from confinement, if he should have been placed in it.

ENCLOSURE (4).

Letter—from J. H. PEARSON, Esq., Judge and Magistrate of Cochin.
To—the Political Resident, Travancore and Cochin.
Dated—Court of Cochin, the 11th March 1813.

I have the honor to acknowledge the receipt of your answer to my letters of the 6th and 24th ultimo.

That a Jurisdiction over the Konganies was confirmed to the Rajah by the preamble of the treaty of 1772—there can be no doubt—but it does not appear that they were in consequence of that treaty removed from under the protection of the executive authorities at this place and on the contrary, it is expressly stipulated in the 1st, 2nd, 3d, 4th and 5th articles of the same treaty (which contains nothing more) that they should be subjected to no additional exactions on the score of Revenue, or on any other account, without the sanction and concurrence of the Dutch Government, to which authority also they are to prefer their complaints.

It must indeed be acknowledged that as the Dutch appeared only desirous of preserving such privileges as were necessary to the prosperity of their trade, and the Rajah anxious to extend his Jurisdiction over the Konganies in view to an increase of the Revenue which he derived from that people, the Civil and Criminal Jurisprudence exercised by the Dutch Courts, was most loosely conducted and in many cases the Konganies preferred their complaints, at their own option, either to one authority or the other—the same in regard to matters of police.

Still I am at a loss to conceive upon what grounds the right of protection can now after a lapse of upwards of 40 years be disputed and after having so late as the year 1790 been recognized by the very Raja who was most inimical to European Control whether over his Kongany or Christian subjects on the 30th December of that year a letter was received in which the Rajah desires the interference of the Dutch Government to procure him a contribution from the Kanareen Pagoda, in consideration of the heavy expenses he had been put to in defending his territories against Tippoo Sultaun promises faithfully to make no other demand and to be guided entirely by the several articles of the treaty of 1772, without making any claim whatsoever of uncontrolled Jurisdiction, on the score of the preamble thereto.

The records I am told shew that the contribution was fixed by Mr. Angelbeck at 30,000 Rupees.

From a perusal of your letters, an inspection of the Dutch records and a consideration of the oral information which I have obtained I am led to form the following conclusion that, after the ratification of the Treaty of 1772, the question of jurisdiction over the Konganies was no longer to be considered as unsettled, the right of the Rajah to levy certain specified land Revenues and inland Customs, was confirmed to him, as well as a limited right of interference in matters relative to their principal Pagoda—at the same time the persons and properties of the Konganies were continued under the protection of the Dutch, who were bound to see that the Rajah did not exceed in his demands upon them, and all acts of violence and oppression which they might suffer, the Dutch retained the privilege of redressing.

The Control over the Kanganies thus became divided between the Rajah and the Company, the former possessing a Revenue, the latter a Judicial Jurisdiction; which being thus defined a territorial boundary was probably considered of little consequence and is not once even alluded to in the treaty of 1772 (Governor Moenses) or in any other to my knowledge in existence.

The divided Jurisdiction as above described, upon a hasty perusal may be held improbable, and even absurd—but to those at all acquainted with the peculiar interests of this Settlement it will be considered as probable, and even necessary, and might I humbly Conceive be traced to the Original Settlement of the Konganies and Banyans in this part of the Country.

You are no doubt aware that the principal Revenue derived by the Dutch was from the sea Customs, import and export, the trade upon which these duties were levied was carried

on principally and almost entirely by the Merchants (mostly Konganies) of Muttoncherry, a Town situated above the Fort which was at the mouth of the river—the Dutch had the sole management of these duties, the half of which they were bound by treaty to pay to the Rajah—the imports and exports being thus carried on for the most part at Muttoncherry, it was essential that the Dutch should have a custom house there, and it was accordingly established for a long series of years near what is called the stone Cross, which is about midway between the western and eastern extremities of the Town remaining along the bank of the River a European Court to which the Captains of the Ships, and the Dutch and other foreign merchants could have recourse, a prompt administration of Justice, and a security as to person and property, must have been deemed so absolutely necessary to the freedom and prosperity of the trade of this Port, that it cannot be supposed the Dutch, unless reduced to the last extremity, would give up their Judicial Jurisdiction over a people, upon whose welfare depended the existence of the only branch of Revenue to which they attached importance as a Government, as also the private fortunes of the Governor and other individuals.

The Konganies and Banyans are known to have emigrated from Goa and after being dispersed in this neighbourhood, were collected under the protection of the Portuguese, who promised they should suffer no such persecution on account of their religion, as had drawn them from their native Country.

This protection, or Judicial Jurisdiction, was continued to them, while from their desire of building, planting, and possessing Ground in the neighbourhood of their original Residences on the esplanade, (the ancient Fort extending, as is shewn by a map in my possession, to what is now the Muttoncherry Canal) they came under the Control of the Rajah as far as regarded the payment of a land Revenue, and inland Customs.

This position derives considerable support from the terms of the capitulation under which the Settlement was surrendered by the Portuguese to the Dutch—the Free Topasses and the Konganies are there specifically mentioned and left to the discretion of the Conqueror.

If this view of the establishment of the Konganies in reference to the distinct authorities of the Cochin Rajah and the Dutch Company, is admitted as deserving of consideration, it will no longer appear extraordinary that they should never have been exempted from the Rajah's authority by a Formal Treaty, no such stipulations could have been thought of in respect to a people who were never under his sole Control.

An examination of the Treaties and transactions which took place between the Rajahs of Cochin and the Dutch (you state) appears clearly to prove that the Konganee inhabitants of the Rajah's territories were subject to the Control of his Excellencies Government, although they possessed the privilege in certain subordinate matters of carrying their Complaints to the Dutch tribunals at Cochin—upon this Statement I shall comment no further than to observe that the only treaties upon record in which the Konganies have any interest, is first that of 1772 consisting of a preamble and 5 articles as already explained, and that of 1792 on which occasion Mr. Powney was the mediator—in the 3rd Article of which the former treaty is confirmed—hence I must presume that you have had access to papers and documents which have never come under my inspection.

The Raja at that time did certainly insist upon his rights over the konganies being recognized—but you are probably not aware that at the period in question, Muttoncherry and Cheralye were deserted, and a total stop put in consequence to the Raja's collections, and his main object at that time seems to have been to procure the return of this Class of people to their Houses and estates, upon their former footing.

After what you have stated as the grounds of the proceedings of the Raja's Government against Ananda Chitty Baboo Raman you will no doubt be surprised to find that he is not a Konganee but a Banyan or Chetty, a class of people over whom the Rajah never exercised a Jurisdiction of any kind and whose persons and places of residence are declared free from his authority by the latter part of the preamble to the treaty of 1772.

This man in his Representations to me denies any, save an arbitrary adjustment of accounts, urges that the Raja's Government being both a party and the Judge, resistance on his part, when there was no Court here to protect him, was unavailing and that he signed the Bond at Quilon merely to get out of imprisonment, that being employed as a broker the Sircar pepper was sold to other merchants, one of whom failed in his payments, and that notwithstanding he showed that he had taken every precaution, instead of being assisted towards the recovery of the money, he himself was persecuted for the payment, for it does not appear, notwithstanding his objections, that any trial ever took place to ascertain their justice, that instead of absconding to Tellicherry he merely followed thither the person who had become security for the money due by the purchaser of the pepper, who was himself a Tellicherry man, in the hope of recovering the debt—his property was sequestered during my absence in the month of October—his House was certainly restored to him on my return, but a quantity of salt, the most valuable part of his property, remains still under sequestration at Cranganore, and will probably prove the cause of his ruin—at the time the salt was seized the price was very high—at present the market is overstocked and the article scarcely saleable, the difference in the price will be a loss to him of 4,000 Rupees, a grievance which might have been avoided by Regular application on the part of the Rajah's Government to the Court to which he is alone amenable.

Our statements and ideas in respect to the case of Chemary Awara, the Captain of the Malabar Christians, differ so materially, that I cannot be surprised that you should entertain the belief of their being distinct persons—this man was released it appears some days ago, he bears a very respectable Character independent of his Rank, and was yesterday seriously questioned by me in regard to his difference with the Cochin Sirkar he has not yet paid the Kootawa Patom demanded of him, but insists upon the remission made him for the two years that the fields did not yield the usual crop—his legal claim to this remission he is ready to prove and a regular suit being preferred against him in this Court, the only one to which he is amenable.

As you mention that this person's property after being sequestered for a few days was restored, I cannot doubt but that it was your intention it should be so, but the enclosed memorandum Contains a list of the property which he affirms is still under the seal of the Sirkar, in which state, as I before mentioned, it has remained now for 8 months—if this should prove the case it must afford you a strong proof of the little dependence to be placed upon the public officers acting even under your immediate orders, and of the necessity, for the sake of that Justice by which only the loyalty of a people can be secured, that those persons on whom the Government has claims, should have the benefit of a regular trial, before a legal and independent tribunal.

You have been pleased in allusion to the unsuccessful attempts made by me to procure Justice at your hands in behalf of several individuals who had a right to expect protection from this Court, to accuse me of having charged the administration of the Cochin Country with acts of injustice and oppression on an examination of one side of the question only—a serious accusation considering the situation which I fill, but which it appears to me has been made merely to recoil upon yourself, that is to say, upon the native Government whose cause you advocate.

The numerous complaints preferred to me at the period alluded to, many of which were received only upon Oath, and the petitioners cross questioned with regard to the particulars they set forth, were in almost every instance found to be occasioned by the Revenue exactions of the Rajah's native officers. In reference to the treaties by which these demands ought to have been regulated, but little enquiry (and that I did make of the Cochin Karrigar and of the Prawuttykar in this neighbourhood) was necessary to shew the demands to be both unjust and illegal—if any objections were made to the payment, whether grounded upon the lands being lackage, upon unadjusted accounts, arrears calculated for a series of 10 and 15 years, or upon the necessity of a remission being granted them for the period they were driven from, and deprived of the produce of, their estates; by the very description of persons now in Control over them—they were not allowed a regular trial to prove the validity of their objections, but were immediately thrown into confinement, and where that proved insufficient, they were subjected to various descriptions of torture, in the face of the whole country, if evidence was necessary to substantiate a matter of public notoriety, it would doubtless be easily procured—in some cases wherein petitions were carried to you, the complainants were furnished with orders, and told their grievances would be inquired into—but to whom were these orders addressed, to the native Revenue Officers, who were in the frequent receipt of letters, threatening them with punishment and dismissal (this was the defence set up by the Cochin karrigar for his conduct towards the Christians) if certain sums were not collected within a given time—may I not be allowed to ask whether the referring of Complaints of undue exaction of Revenue, to native Officers, thus Circumstanced, was not a mockery of Justice, infinitely more reprehensible than my conduct in giving credit to complaints which I had so little reason to Doubt the truth of, and which though of several months standing, remained as far as I was informed unrefuted.

As you mention that orders were issued adhering as far as practicable to the existing treaties, I am obliged to conclude that the inhabitants of the Rajah's Country Amenable to this Court, have but little Justice to expect during the Continuance of the present system of administration—those orders appearing to have no reference to the Security of their property, neither did their operation conduce at all to the safety of their persons; as until your intention of visiting the Cochin Country was known the Prawatykars and Tanadars were in the Constant habit of seizing and imprisoning them; and experience of the past affords no hope of a Change for the better in future, should your duty again call you to a distant part of Travancore.

ENCLOSURE. (5).

Letter—from J. H. Pearson, Esq., Magistrate.
To—the Political Resident, Travancore and Cochin.
Dated—Court of Cochin, the 6th April 1813.

I am sorry to be obliged to trouble you at present with any Representation of the nature of the enclosed, but without an explanation of the arrangements made of late in respect to the salt manufactured in the Cochin Raja's dominions, and how far such arrangement can be considered to affect the Class of people referred to, in the Treaty of 1785, I can give the petitioners no answer—the hardship however of their being prevented disposing of their current year's

produce, at the same time that the Government decline paying for that of last year, will no doubt attract your attention, and induce you to procure them redress.

Having received no answer to my letter of the 11th ultimo, I take this opportunity of requesting to know whether it be the intention of the Sirkar to allow the Chetty Anantha Baboo Ramen the benefit of having the claims preferred against him tried by the Court to which he is alone amenable, or whether I am to Report to Government that he is still in confinement, and that the Sirkar declines recognizing its authority as established by Regulation V of 1812.

ENCLOSURE (6).

Letter—from J. Munro, Esq., Resident.

To—the Judge and Magistrate at Cochin.

Dated—Alwy, the 10th April 1813.

In the letter which I had the honor of addressing to you on the 28th February last, I explained the principles by which the Government of His Excellency the Rajah of Cochin has been regulated relative to the treaties which were concluded between the state of Cochin and the Dutch Company as those treaties are considered to have been annulled by the subsequent engagement contracted with the British nation, as they are actually under reference to the Government, and a decision regarding them has been postponed by the Honorable the Governor in Council until the receipt of farther Reports upon the subject it is the wish of His Excellency the Rajah to avoid any extreme cases Concerning the operation of those discussions, as might appear to be in any respect conclusive of the question at issue. The Rajah is desirous of passing unnoticed the powers which at present are exercised in Civil and Criminal matters by the Court of Cochin, over certain Classes of the inhabitants of his Country but he could not formally refer to the Cognizance of that tribunal questions between the Government of his state, and his own subjects, without recognizing the existence of Treaties which he considers to be abrogated, and are actually under reference to the British Government. In order to prevent discussions the Rajah's Government has avoided as far as has been practicable, the exercise of authority over those classes of his subjects that were affected by the Dutch Treaties, but in the actual state of suspense relative to the existence of those treaties, he does not consider himself to be required to account to the Court at Cochin for such acts of authority over the Classes of his subjects mentioned in the treaties as may be found necessary to the efficient management of the affairs of his Government. If the Dutch treaties shall finally be confirmed by the British Government, the Rajah will omit no means of giving due effect to them, but until a determination regarding them shall have taken place, he considers it his duty to avoid every measure that may be in any respect decisive of their validity. The Rajah also considers it to be requisite in the present state of Circumstances to forward to the Government explanations of the several complaints which you have stated against his officers.

In your letter of the 6th instant you ask whether the Circular "declines to recognize the authority of the Government as established by Regulation V of 1812," and in reply I beg leave to inform you that the Circular of Cochin has no intention but to obey the orders of the Government, that the Regulation which you quote has never been Communicated to it, that as far as it has understood no mention is made in that Regulation of particular treaties, and that subsequent references have placed the question relative to the existence of those treaties in a state of suspense.

ENCLOSURE (7).

Letter—from J. H. Pearson, Esq., Magistrate.

To—the Political Resident, Travancore and Cochin.

Dated—Court of Cochin, the 25th May 1813.

I have the honor to inform you that a kolkar or peon equipped simply in his badge, belt and bayonet was sent under date the 9th instant to Varapoly for the purpose of serving a summons upon two Defendants in Causes decided in this Court, the one a kongany inhabitant of Cheralye (Penanapoy Wapashan) the other a Banian inhabitant of Amarawatty (Dassan son of Weloo Chetty) but who has also a house at Erranaakolam who have absconded for the purpose of avoiding payment of their just debts—the peon was not only prevented from doing his duty but has been taken up and Confined and subsequently sent to Paroor where he is still held in Custody although sixteen days have now elapsed since he was first seized.

On or about the 11th instant a police kolkar who went up to Alwy in the Water Boat (as is the Custom daily) was seized by the Tanna people of Metana, and told he would be sent to Quilon in Conformity to an order issued by you directing the seizure of all persons attached to his Court who might be found within their limits—after being confined about half an hour, the kolkar improperly allowed the Tanna Peon to release him as a favor.

As I cannot suppose that any order of the nature of the abovementioned can have been issued without any communication to me on the subject I have to request an enquiry may be

made into the circumstances herein set forth and such orders given as will prevent a like recurrence in future.

A kongany inhabitant of the Island of Chetwyo Ramakany Yogeyan by name, was a short time ago complained against and being duly summoned to appear to answer the charge (which is of a Criminal nature) was on his way to Cochin accompanied by the Kolkar from whom he escaped, and is now secreted at Tekkan Vardella a place within the Travancore boundary where he no doubt conceives himself in perfect security under the supposed existence of the order above alluded to.

In future I shall accompany every summons issued to persons under the Jurisdiction of this Court who may have taken up a temporary residence in the Travancore Country with an order to the native officer in authority at the place in explanation of the Cause of the person being sent for, and expressive of a desire that every necessary assistance may be given to the peon in the execution of his duty. I beg leave now to make it my particular request that such orders may be issued to the native officers as will prevent any difficulty or misconception on any future occasion; every insult offered towards persons employed by me in Official Capacity must tend to bring discredit upon the Court established at this station under the authority of the Company's Government this you will no doubt feel equally interested with myself in preventing—Should there be any means of effecting the purpose in question, which you may consider preferable to that which I have suggested I shall hope to be made acquainted with it.

ENCLOSURE (8).

Letter—from J. H. Pearson, Esq., Magistrate.

To—the Political Resident, Travancore and Cochin.

Dated—Court of Cochin, the 3rd. June 1813.

I have herewith the honor to enclose copies of two petitions presented by the relation of two Christian inhabitants of the Cochin territory, subject to this jurisdiction, who have now been for upwards of three weeks confined in irons in the Rajah's Kolgum near Muttoncherry, for what offence I have not been able to learn.

As these were fresh instances of oppression at variance not only with the stipulations by which that class of people are considered to be under the protection of this Court—but with the instructions issued by you to the native Officers and alluded to in your letters of the 10th October 1812 and 28th February last, I have to request you will be pleased in conformity to the orders of Government under date the 11th September 1812 to obtain their release or transfer to my authority, and at the same time to procure me an explanation of the Cause of their confinement which appears the more extraordinary and inexcusable the place not being two miles distant from this Court.

As similar facts set forth in former petitions have been doubted, I have thought it necessary for your satisfaction on the present occasion, to take evidence upon Oath in each case, copies whereof are also herewith transmitted.

ENCLOSURE (9).

No. I.

Contents of a letter from the Governor Moens to the Rajah of Cochin dated 10th February 1772.

Since I have received orders from the Supreme Government at Batavia to enquire into the dispute regarding our Jurisdiction and Inhabitants and to decide equitably upon it, I have in consequence of your Highness's request (in order to avoid continual meetings and needless Ceremonies) conversed daily for nearly a month on the subject with our confirmation and enquired strictly into the nature of the dispute, but found the arguments stated on your Highness's part slight and frivolous, and I doubt not but your Highness would have been duly informed of it in the same manner as I was daily made acquainted with your Highness's arguments and replies of no purport.

However to put an end to the business I shall (though more than necessary) convey the Circumstances shortly to your Highness's Recollection with my usual Candour and without flattery, and leave it to your Highness's own consideration.

With respect to our boundary it is known that when the Company took the Town of Cochin from the Portuguese, on the 8th of January 1663, and made a Treaty with your Highness's predecessor on the 20th March following, the Town was then much larger than at present and the South east part of the extremity of it, was in fact where the point of Calvetty now is, the old Ditch and it's foundations being still indisputable proofs of it your Highness will be pleased for once to suppose to yourself that your Highness's predecessor then standing together with that famous admiral Van Goens at that extremity of the Town, or the point of Calvetty, and treating with each other had stipulated amongst other, by the

13th Art. of the Treaty that "*the Esplanade round the Town which is now cleared of all the Coconut trees shall not be planted by any one but with the consent of the Company.*" I now ask your Highness where that plain, or Esplanade is beyond the present point of Calvetty is not the whole covered with Coconut trees, as closely planted on this side that a stone thrown by a little Boy from the point of Calvetty can reach them, would a Rajah who was under so many obligations to the Company and had so much esteem for admiral Van Goens have dared to offer such a narrow space of Ground as the boundary of a Fort, and in case even his Highness was so simple, could your Highness believe that, that great admiral would have allowed himself to be inveigled into it, whilst he knew too well that even the natural, (not to mention the agreed for) boundary of a Fort should at least extend as far from the wall or ditches as the greatest Gun of the Fort could Carry. I ask further how came those Coconut trees now so close and nearly to the Edge of the old ditch, where are the proofs that permission has been granted to plant them. Is it not to be attributed to a latent and imperceptible planting of them, which the Company undoubtedly from motives of pity towards the poor people who cultivated those trees for their livelihood allowed to pass unnoticed, not considering that, this connivance would have led the Rajahs of Cochin afterwards to a notion that that territory appertained to them, as your Highness have dared to persist in when the late Governor Mr. Senff treated with your Highness about it, had your Highness then rather remained totally silent on the subject of your dominion and (relying on the generosity of the Company only) requested to retain whatever we have thro' connivance thus long allowed your Highness to enjoy the zeal of the Governor would not perhaps have been stirred; and had your Highness not increased the duties at Muttoncherry no mention whatever would have most likely been made about the boundary. No my good Rajah, our boundary is on the Southeast side of the Fort, or the Canareen Bazar, at the third Nulla, or near your Highness's place, of which the Company possess effectively and retain to themselves the absolute sovereignty and of that boundary the Company will not allow to all eternity a hand breadth to be disputed in case one should make any pretention on it, as we have proved last year to your Highness that the Company knows how to maintain themselves in their possession of what appertains to them in case of dispute.

And with regard to your Highness's dominion over the Canareens, as soon as I have proved how far the Company's limits extend it is also immediately proved that the Company has the absolute sovereignty over the inhabitants of that district, and your Highness must know full well that the Portuguese brought the Canareens with them from Goa and having been always protected as their subjects they were transferred as such to the Company, and were accordingly made over to us by the Portuguese together with the Topasses under these terms, as per treaty of the 8th January 1663. All the free Topasses and Canareens shall remain at the pleasure and discretion of the field Marshall. It is true, as your Highness states that your Highness's predecessor left *only* the native Christians by the 9th Art. of the treaty of the 20th March 1663 to the Company, but *not* the Canareens yet I have candidly informed your Highness, as I now do again by this that it was unnecessary to have entered into any agreement about them with your Highness's predecessor while the Canareens and Topasses were then already for nearly two months and a half under us and your Highness's predecessor had under no circumstances any Control over *those Canareens* much less over *those Topasses* as they were equally subject of the Portuguese and not of the Rajah of Cochin neither shall I enter into further debates touching your Highness's argument, namely that the Canareens placed under us by the Portuguese per the said treaty, were other Canareens, or in a proper sense Christian Canareens who having been converted to Christianity by the Portuguese at Goa were brought with them to this place and since incorporated with the native Christians. I have very often requested your Highness to prove the truth of it to me, but as yet your Highness has not been able to do so, besides which it is very well known to your Highness that all foreigners of whatever Cast they may be, who are not natural born malabars have ever as an undisputed point enjoyed the protection of the Company at this place; are the Canareens not foreigners, and former inhabitants of Canara. Is it not the Company that have ever and do still protect the Comattys, Banians, Silver Smiths and Jews, without any interruption the latter a nation who settled themselves in Malabar 64 years after the destruction of Jerusalem, why should the Company refuse their protection to the Canareens in particular; for if the Rajah of Cochin's Court had now and then interfered with the Canareen it might have been with respect to the Religion and the Pagoda which the Company connived at on that account if it did not stretch to any great extent, but your Highness knows but too well that whenever the Cochin Rajah's Court meddled themselves too much with the Canareens, or when complaints on such score were preferred to the Commodores, the Company then always maintained and exercised their rights of Jurisdiction over them; several instances of which I have set forth to your Highness. Exclusive of which all the Canareens unanimously declare that having always been under the dominion of the Portuguese and afterwards under the Company they desire also not to stand under any one else but the Company, and to live and die under them even if they should be obliged to come and reside nearer to the Town, or any where else. No esteemed Rajah? the Company has and effectively retains to themselves the absolute sovereignty over the Canareens tho' they were not inclined to interfere with the particular concerns of the pagoda, the estates, Family affairs,

or anything similar of the Canareens, nor to derive any benefit of the trifling Revenues they (the Canareens) are accustomed to pay with regard to your Highness's Conduct in and about the dispute. I must confess to your Highness that I found it totally inconsiderate and improper; I shall not repeat how your Highness kept yourself at a distance from the Town and would not speak to the Governor on the subject, but went in a suspicious way to the Travancore Court and brought some Nairs in a manner to guard your Highness's person, that you have erected a Battery at Anjimal and made all such like bravados as if we were to be intimidated by them, without reflecting on the favors which your Highness has thus long enjoyed and even lately received when the Company so generously Ceded to your Highness the 18½ Villages with which you have been so highly gratified. This and much more have I already since the first moment of my arrival at this place endeavoured to impress on your Highness's mind and since held it forth seriously by my letter of the 16th February last to which I still refer. Had your Highness considered that your Highness was injured why did not your Highness keep yourself quiet and address yourself immediately to the Supreme Government at Batavia, as your Highness has done after all notwithstanding all those movements and oppositions? in that case the matter would not perhaps have gone to that length—for tho' your Highness says that your Highness has taken that medium only after my proposal, yet that proposition was not so singular that your Highness might not have thought of it even at the beginning, the Supreme Government, you know, is the only one that could finally decide the case. why did your Highness wish to take the laws in your own hands in the first instance and how dared your Highness besides all these still cause violence to be committed at night in the house of a Canareen who was then the merchant, (agent) of the Company? but why should I hint upon matters that can renew the quarrel? they are things that are passed—but since your Highness has at last listened to my advice, and requested for a decision from the Supreme Government in India by whom I am now authorized to settle the matter, I will prove to your Highness that the Company does not mind much about a small space of ground nor the Revenues derivable therefrom and therefore we shall allow your Highness the usual Revenues of Muttoncherry, the Canareen Bazar and Pagodings with the directions over the Canareens and their pagoda from this day forward, or during the time your Highness and your lawful descendants shall be in the Government of the kingdom of Cochin, but not the direction over the Banians, Silver Smiths nor much less over their neighbourhood (i.e., domiciles) the general and particular directions of which two Casts and their districts the Company retains to themselves—but however, all under the following five Conditions.

1st. That after a deduction of what the Company has received since the 10th of October 1770 to the middle of this month from the Canareen Bazar and Muttoncherry your Highness shall immediately pay all the expences which the Company was obliged to make and to bear to this day on account of the dispute amounting to a sum of Rupees 10,720 $\frac{3}{5}$ as the expences amount to Rupees 14054 and the Revenues of the Canareen Bazar and Muttoncherry till the middle of this amount to Rupees 3333 $\frac{2}{5}$.

2d. That your Highness shall repeal the collection of the increased duties at Muttoncherry and the Canareen Bazar which was of late and newly introduced and not levy any thing more there but what you have received in former times according to the old stipulation.

3d. That your Highness shall furnish the Company with a list of the rates according to which the duties are to be paid there, and have hitherto been paid in order that in case complaints should be made against it to the Commodore by the merchants, or Inhabitants such Complaints may be decided upon agreeably to equity.

4th. That your Highness shall issue no orders to the Canareens nor levy any taxes (burden) on them Contrary to the Old Customs and that Consequently all the Canareens shall have the liberty to prefer their Complaints to the Commodore to obtain redress in case they consider themselves aggrieved; and in case the Company's subjects and Inhabitants have any pecuniary claim on the Canareens, or complaint against them such claims, or complaints should not be made to your Highness but only in Town where it shall be decided, and the decrees executed.

5th. That your Highness shall not do, or cause to be done any thing of importance with regard to the Canareen Pagoda and will consequently not lay out, or borrow money, neither appoint, or dismiss any Elders of the Pagoda, nor adopt High priests without the special knowledge and consent of the Commodore.

These are the terms, Dear prince and ancient ally of the illustrious Company, upon which I can, may, or dare settle the matter—your Highness will therefore be pleased without any further delay or exceptions openly and unreservedly declare if your Highness can conform to the one and other points as above stated in which case We shall very soon hold a solemn meeting naturally pledge our further assurances verbally and exhibit to the eye of the whole of Malabar that every thing is forgotten and forgiven, and that your Highness is again living in the same harmony and friendship with the Honorable the Company as heretofore, to which I expect a candid answer.

Your Highness will be pleased further to assure yourself of the highest respect I entertain for your Highness's royal dignity and of the esteem I have for your Highness's illustrious Ancestry.

May God meanwhile preserve your Highness for a series of years in the enjoyment of all such blessing that can tend to a lasting happiness to your Highness's Country and subjects.
For the true Malabar Translation.

S. VAN TONGEREN

Sworn Translator.

Cochin Date ut supra.

Translated from the Copy in Dutch as recorded on the proceedings of the Council in 1772 by Mr. Vandersloot.

J. H. PEARSON

Judge and Magistrate.

ENCLOSURE (9).

No. 2.

Translation of an Olah written by the Rajah of Cochin to Governor Moens, received on the 12th February 1772.

We have received and read your Olah, and understood its contents, everything you informed us through our confidants has been duly communicated to us; We have also acquainted you through them with our grievances, as stated in the aforesaid Olah.

We are happy to hear, that you are inclined to adjust the business; we have placed our confidence in you; upon your arrival on this Coast, our pains and vexations were removed; and we hope that we will be allowed to live in peace and tranquillity, and also the whole Coast of Malabar, you have extinguished the fire of discord; but we are sorry that you require from us, such hard and difficult conditions, we are obliged to listen to what you state, otherwise it would turn out to our disadvantage; in consequence we accept the direction of the affairs regarding the Canareen bazar and Muttoncherry, the levying of Customs and duties at Muttoncherry, the Canareen Bazar and the Pagodings, as also the duty and the Farm of Tobacco, and likewise the direction over the Canareens and their Pagoda in the manner as proposed by you, and we shall not meddle at all with the Banians and Silversmiths as also with their neighbourhoods and Districts.

1st. We shall pay to the Company the expenses they have incurred, amounting to Rupees 14054 after deducting the sums which the Company have received in the mean time from the duty of Muttoncherry, the Canareen Bazar and the Pagodings, to the amount of Rupees 3,333 2 5, being Rupees 10,720 3/5 which we are obliged to pay.

2^{ndly}. We will not introduce any new customs or duties in the Canareen bazar, Muttoncherry and pagodings, but will only levy the old Customs and duties which we received before.

3^{rdly}. In consequence we will make a list of the old Customs and duties which we have received before at Muttoncherry, the Canareen Bazar, and the Pagodings, and deliver the same to you.

4^{thly}. We will not levy any taxes upon the Canareen, or order anything Contrary to the old Customs, and when you perceive anything of the kind or if they come to you with any such Complaints, be pleased to enquire into the same and to communicate to us, when we will submit ourselves to your decision; and when the Canareens are inclined to prefer their Complaints to you, we will not forbid them to do so, but when some unreasonable Canareens should come to you with their grievances, and we are able to prove the falsities of their Complaints, in that case we request you will be pleased to pay attention to it. And when Company's people form any claims on the Canareens, or prefer any Complaints against them the case must be decided and executed in town, and we will not interfere with the same whatsoever.

5th. With regard to the concerns of the Canareen pagoda, we will not use any authority, without your knowledge and consent, to dismiss the former Elders, or to appoint new ones, nor adopt high priests, neither shall we lay out the money (belonging to the pagoda) or do whatever may be of importance or Contrary to the old Customs.

But there is one article which appears to us very hard and difficult, namely the current payment of the Company's Expenses, amounting to Rupees 14,054—you have written us that we must not make any exceptions; we will not do it also for it is our misfortune that the Governor should have occasioned all these disturbances, but how can we suffer such a great injustice and it is impossible for us to pay at once, such a considerable sum, as you have written and made known to us.—you desire that from the duties which the Company owe us, may be deducted Rupees 10,720 3/5, we cannot allow it, as we have still greater debts, and promised our Creditors to pay them the money which the Company is indebted to us, and they are anxiously waiting for it, and if we do not satisfy them, we must experience great difficulties; We have also been obliged to make Considerable expenses during the disturbances, surpassing the sum of Rupees 50,000.

The Company's Military Troops have invaded Vaipen and done a great deal of damage to us, and have taken considerable Treasures from the pagodas; we have often Complained of it, but you have told us every time, that it could not be so much, and that the statement was

perhaps more than what really happened; and even if it was so, and considered as the result of such disturbances, we must say that we have not given any reason for it, for we were quiet, but since possession was taken of all what we had before, besides other difficulties, so we were obliged, for the safety of our persons to do the needful, in order to keep ourselves out of danger. A Governor who without the least Cause, had ordered the Fort of Coariapally belonging to the Rajah of Travancore to be attacked and caused the effusion of so much blood, might have surprised us also, in consequence we thought best to retreat through fear, and to think upon measures in defence of our persons. The Governor is the cause of all these losses and damages which we have suffered, and we cannot Conceive, what reasons there exist that we shall refund the expenses.

Those expenses were made on account of the Company and you will do well to demand the same from the Governor himself. This is a thing which falls very heavy upon us. We have placed our Confidence in you, and it is you that demand this payment from us, therefore we accept to pay it by instalments namely 1,000 Rupees yearly, and when the next 7 months are expired be pleased to deduct the 1,000 Rupees, that is to say, commencing with the year 1772 and in the same manner 1,000 yearly if you will not approve of this, it will be to our prejudice and should you refuse your assistance in this case, we shall be obliged to let everything remain as it is, and to go and try our luck in the woods and on the Hills, but if you will be pleased to agree to it, as we hope we will come in Town to meet you in person and to confirm Verbally all that is stated here above.

After the aforesaid business was settled by our mutual confidants, we have represented to you our grievances, when you have been pleased to inform us, that you should not favor us any further—we know that when we desert the Honorable Company, we would not exist for a moment, in consequence of this and also on account of the good harmony that exists between us, we will pay attention to and comply with what you have made known to us according to our best endeavours.

But we are afraid that our grievances will not be finally removed by it, we therefore request of you the favor to forward the letter which we intend writing to the Governor-General supported by your recommendations, in order that the Commodores may not in future make any alterations in those arrangements, and that we may, for our tranquillity, receive favorable answer.

True translation, Cochin date as above

(Signed) S. Van Tangeren, Sworn Translator.

We judged this to be the very time to put an end to the business, but only consisted further upon deducting yearly Rupees 1,500, instead of Rupees 1,000, in part payment of the expenses made, to which His Highness having also consented, it was immediately agreed upon that every thing should be farther confirmed at a public interview on the 14th instant, of which the following is recorded:—

Friday morning the 14th February 1772 all present, except Major Medeler gone to Colombo.

The Members being assembled, the Commodore communicated to them, that (in consequence of the commission he was charged with, by the Supreme Government, namely to enquire into, and to decide the dispute with the Rajah of Cochin, about the Boundary of this Town and the Inhabitants) he had at last come to an agreement with His Highness after a tedious negociation, which he now brings to the notice of the Council:—that he had agreed with the Rajah to confirm all that was mutually settled by negociation, at a public and solemn interview at the Government House to day, nearly in the same manner, as when the late business, near Coorriapally with the Rajah of Travancore was adjusted on the 25th February 1770. That he had called them together in order to be present and to be witness of what His Highness was going to promise. The members having heard in what manner the dispute was decided, rejoiced at the lucky termination of the Case, which had already occasioned so much trouble and expences, but however settled to the reputation of the Honorable Company and by securing the expenses that were made, and they declared that they will with much pleasure be present at the meeting.

The Commodore further stated that it was Customary at all meetings with His Highness to make him a present on account of the Honorable Company. That His Highness upon his first visit to the late Governor Mr. Senff had received a present valued at Guilders 156,410, that His Highness on paying his first visit on the 20th April 1771 to the Commodore has only received a present of Guilders 842-13-8, on account of the reason stated in the resolution of the day before, that the visit of this day will be as well extra Ordering as a thing of importance, in consequence of its purport; that the presents therefore must be greater this time, than when His Highness had paid his first visit to the Governor Mr. Senff, particularly as His Highness on his first visit to the Commodore, has received guilders 721-16-8 less, and that He the Commodore had in consequence desired the Accountant General to draw out a statement of the presents amounting to guilders 2,696-4—wishing therefore, to know whether the members could agree to these presents being given to His Highness, to which they unanimously fully consented, and it is Consequently resolved to make the said presents to His Highness.

Upon which His Highness was attended with such honors, as he usually received, according to a plan of Ceremonial which is to be recorded hereafter in the Diary from this place to Town, and received at the Government House, and after the usual formalities and compliments were mutually passed, the Commodore spoke to His Highness according to a speech drawn out before, which was verbally interpreted by the Junior merchant and first Translator Mr. Simon Van Tongeren in Malabar, as follows:—

"It is well known to your Highness, the distance, usual Commotions, and unpleasant occurrences, that had taken place shortly before my arrival on this Coast, between your Highness and my predecessor about the jurisdiction and the Revenues of the Canareen Bazar and Muttoncherry—now you have listened to my advice, and having in consequence waited for the decision of the Supreme Government at Batavia, I have received orders to enquire into that dispute and to settle the same with your Highness according to equity. That for some time past, we have daily seriously treated about it, by means of our confidants (to avoid continual meetings and tedious Ceremonies connected with it.)"

"That I have pointed out to you, how unfounded your Claims were, and the impropriety of your conduct in that dispute, and convinced you, that no notice would have perhaps been taken of what the Company has thus long connived at out of mere good nature, if your Highness did not make an ill use of it."

"That the Company would not as yet look into it, in case no ill use would be made in future, if the daily management over the Canareens was properly Regulated, and no continual trouble occasioned about it."

"That (in order not to recapitulate the particulars, that were treated about) we have ultimately agreed to settle every thing mutually, and to put an end to the dispute, and therefore considered it necessary, for our satisfaction, to confirm our agreement at a public meeting, which is this, by pledging our words and hands, in the presence of the first minister of state of His Highness the Travancore Rajah, the Palliat or your Highnesses field Marshall and your Highnesses Namboory and one of your Highnesses ministers, called Puttonony Comy Achen Caloor and Narana Patterah, whom you have brought as witnesses on your part, and on my part you see here together all the members of my Council; and in consequence I shall be the first in making my promise and expect that of yours in return."

Upon which the Commodore Continued.—
"Since you have thus long interfered with the Company's authority over the Revenue of Muttoncherry, the Canareen Bazar and Pagodings, and with the direction over the Canareens and benefitted yourself by the indulgence and connivance of the Company in that respect, the latter will in consequence of their authority of disposal, allow you henceforth to enjoy of the aforesaid Revenues and the daily direction over the Canareens, under their higher authority, as long as the Cochin Country shall be governed by your Highness and your lawful descendants but with regard to the Banians and the Silversmiths and their districts and habitations, your Highness will have nothing to say, as the Company retains to themselves the General and particular power over these two Casts and their districts."

Upon which the Commodore gave his hand to His Highness, adding that His Highness may without fear place his confidence in it provided His Highness would promise and sacredly adhere to the five subsequent articles; as the Company retain to themselves the power to withdraw the aforesaid promise, as soon as His Highness shall in the least fail in the promises he is going to make.

To which His Highness replied that he accepts what the Commodore just now proposed to him, and was willing to promise and fulfil the conditions on His Highness part, if they were the same which His Highness had treated about with the Commodore, and as a proof of it, His Highness would listen to each of the articles separately and agree to it; the Commodore then proposed the following articles one after another to His Highness, which were explained by the above named first interpreter according to a distinct Transaction previously brought in readiness:—

"We promise to pay the expenses which the Company have been obliged to make on account of the dispute, after deducting what the Company have received since the 10th October 1770, till the middle of this month from the farmers of the Canareen Bazar, Muttoncherry and Pagodings, of which we have seen the account and found to be correct, the former amounting to Rupees 14,054 and the latter to Rupees 3,333, 2/5, so that we will accordingly pay Rupees 10,720 3/5, but by instalments of Rupees 1,500 yearly, which amount of Rupees 1,500 the Company may deduct at the end of August next, and in the same manner yearly from our half share of the duties which we have to receive until the aforesaid sum of Rupees 10,720 3/5 shall be liquidated."

"We promise not to introduce any higher duties at Muttoncherry nor in the Canareen Bazar and Pagodings nor to levy any thing more than what we have received according to the old stipulations."

"We therefore promise to deliver to the Company a list, specifying whatever should be paid there, and has always been paid, that in case any complaints should be preferred to the Company by the Merchants or Inhabitants on that head, the Company may decide upon such Complaints, agreeably to equity and we will abide by their decision."

"We promise to issue no orders to any Canareens or to levy any taxes on them, which may be contrary to the old Customs, and that in consequence, all Canareens shall have the liberty, to prefer their Complaints to the Company in order to obtain justice, in case they consider themselves ill treated, and in case the Company's subjects and Inhabitants have any pecuniary Claims or Complaints against the Canareens we promise not to take notice of such Claims and Complaints but to refer the same to the Company to be decided and put in execution by them, and likewise we will and may not interfere in any way with the Banians and Silversmiths and their places of abode."

"We also promise not to enter into any affairs of Consequences directly or indirectly, regarding the Canareen pagoda, much less to lay out or borrow any of its money, neither to appoint or dismiss the Elders of the pagodas, nor to adopt High Priests, without the special knowledge and consent of the Company."

Which articles His Highness agreed and promised sacredly to adhere to as being the same which His Highness has treated about with the Commodore, upon which he gave his hand.

His Highness and the Commodore then Congratulated each other, which was also immediately done by the persons present on the part of the Rajah and that of the Commodore.

Translated from the Dutch as recorded upon the Proceedings of the Council in the year A.D. 1772 by Mr. Verrude.

(Sd.) J. H. PEARSON,
(Judge and Magistrate.)

ENCLOSURE (9).

No. 3.

By the Rajah of Cochin To Governor Van Angellbeck received on the 30th December 1790.

As we are at present in want of some money we have apprized you of our desire to take it from the Canareen Pagoda since there was an agreement made in the year Quilon 947 M. S. A. D. 1772, between our ancestor and Governor Moens that we should not impose upon the Canareens any new orders or Taxes, which may be contrary to former usage, and especially not to take any money from the Pagoda, nor to appoint its Elders or Priests nor to dismiss them without the consent of the Honorable Company, we therefore request you, in these extraordinary Circumstances as we were obliged to incur heavy expences for the protection of our Country against Tippoo Sultan, having experienced Considerable loss by the late invasion of his Troops, to assist us and to grant the Company's Consent that the Canareen pagoda contribute a reasonable sum of money towards it, and we do hereby further promise not to demand in future any more money from the pagoda and to act towards the same and the further arrangements, as are already stipulated. In the margin was impressed the seal of His Highness.

Translated from the Dutch copies by Mr.

J. H. PEARSON,
Judge and Magistrate.

ENCLOSURE (9).

No. 4.

Letter—from CELLARIUS,
To—the Honorable JOHN GERARD VAN ANGELBECK, Governor etc., etc., in Council.
Dated—Cochin, the 18th April 1813.

I have the honor respectfully to report to you of what has taken place at a meeting this morning between the Rajah of Cochin and myself in the presence of Mr. George Powney, Commissioner on the part of the English Company.

After my having been nominated by your Honorable Board on the 11th Ultimo Commissioner of our Company instead of the second in council Mr. John Hambertees Van spall (who was prevented by indisposition from going through this Commission) in order to settle with the Rajah in the best manner possible the disputes which arose last year between him and the Company in the presence of the said Mr. Powney, I used all my endeavours under very unfavorable Circumstances to put an end to this troublesome task.

Being convinced of the great influence of the English Commissioner over the Rajah it was evident that before the basis of the reconciliation was prepared a conference with the Rajah would be of no use, and only tend to needless disputes and accusation, without gaining the main point.

I therefore endeavoured in several Conferences to persuade Mr. Powney by every possible means to afford his assistance in gaining the great object.

I was at last so fortunate as to hear from that Gentleman that the articles for a reconciliation which I submitted as our ultimatum [Sic] (and which follows hereunder) were moderate and reasonable and that he would with all his influence with the Rajah, support the same.

Consequently I and Mr. Powney repaired to the palace of the Rajah at Anjakamal about 9 O'clock this morning who was apprized of our coming.

I was received at the landing place by one of the Raja's ministers who informed me that my arrival was very pleasing to his Master and I received every Military honour which the Raja could show, the Rajah received us standing under an open Verandah where three yellow Chairs covered with scarlet Cloth were placed and requested us friendly to be seated.

I afterwards proposed to the Rajah the following reconciliatory articles each separately

1st. That the existing treaties and conventions between the Dutch Company and the Kingdom of Cochin shall remain in force without any alteration, or modification.

2nd. That the Roman Christians who are cited in the treaties shall have the same claim as hitherto, according to the tenor of the treaties and Conventions and that the extra demands of the Rajah on them consisting of some trifling payments, which are not stipulated by the Conventions may be inquired into by the Governor and the Rajah, or his prime Minister, after the reconciliation shall have taken place, and that the Governor would undoubtedly act conformably to Justice.

3rd. That the Kanareens shall remain as formerly under the jurisdiction of the Rajah, but only on the terms stipulated in the five articles of the Convention of 1772.

4th. That the Rajah shall express his repentance to the Dutch Company as to what has happened, and promise to adhere strictly to the existing Treaties.

5th. That the foregoing articles being stipulated the Dutch Company will restore to the Rajah his Palace situated in the seecurt Cochin disima, together with the lands, farms and effects which we have taken possession of agreeably to an Inventing which the Governor sent to Mr. Powney, and who forwarded it to the Rajah and that the Rajah shall not claim the property which is not forthcoming, the Houses, or Gardens that are destroyed or any thing of the kind.

6th. That the Rajah shall afterwards restore to the Canareen Pagoda all that may have been taken from it by his people.

As to the 1st. and 2nd. Articles the Rajah observed that he had already made an agreement with the former Commissioner (Mr. Vanspall) respecting the Christians, and that he therefore looked upon it as a decided matter.

I replied to the Rajah that Mr. Vanspall only spoke at His Highness's request on the subject of a future treaty relative to the Christians, and that he however referred it to our Government and that it was rejected by them and that I have received instructions not to allow any alteration, or modification in the existing treaties.

The Rajah after a long debate declared at last that he accepted of my proposal adding that he doubted not, but that his uncle the Governor (your worship was thus styled by the Rajah during our meeting) would settle this little question at the next meeting which could take place in a few days.

As to the Canareens, the Rajah said that he hoped the Governor would send them back as his subjects.

I replied that after the reconciliation the Canareens would be told that they may not reside any longer in their present place of abode, and that they may, without any fear, go to their former habitations again, but that we could use no violence towards these people.

The Rajah declared that he agreed to this third proposal.

As to the 5th article the Rajah hesitated so much that I feared this meeting would have been in vain.

The Rajah said that his minister together with our Committee could compare his own memorandum of his effects &c., and that the Company should pay him for the articles which may not appear in our list.

Moreover that by taking possession of his palace different articles were missing, which ought by rights to be restored to him.

I replied that this was impossible, and that any accident, on such occasions, was unavoidable, and that his claims would in this manner be endless, and that I could therefore, by no means agree to them, but that the Rajah ought to be satisfied with the delivery according to our list, and not to form any Claims hereafter regarding the Houses and Gardens that were destroyed.

After a series of disputes and the interposition of Mr. Powney the Rajah declared that he acceded without exception to this article also, but that he would make his remarks to your Worship on his paying you the first Visit.

As to the 6th Article the Rajah observed that as soon as the great Idol of the Canareen which is at present under a Cadjan shed, was placed by them in their Pagoda again, he would give back every thing which might have been taken from it by his people with his knowledge.

After the abovementioned articles were stipulated the Rajah expressed in the presence of Mr. Powney his sorrow of the circumstances which had taken place—and that he would in

future seriously cultivate the friendship of the Dutch Company, requesting me to inform your Worship of the same whereupon I expressed my happiness in having thus performed my mission and assured the Rajah that your Worship would inform the Rajah to morrow when the palace &c. would be restored to him.

Upon which we took our leave and received the same Honors as on our arrival.

I submit my Conduct in this commission to your Superior Judgement and approbation, and remain with respect.

ORDER—DATED 17TH AUGUST 1813.

Ordered that the foregoing letter do lie on the table.

XVIII.—PUBLIC CONSULTATION, DATED 12TH NOVEMBER 1813.

Letter—from E. SMALLEY, Esq., Acting Secretary to the Board of Trade.

To—the Chief Secretary to Government, Fort St. George.

Dated—the 8th November 1813.

I am directed by the President and Members of the Board of Trade to request that you will lay before His Excellency the Governor in Council the accompanying copies of a letter and its enclosure, from the Collector of Sea Customs in Malabar and Canara, stating that the collection of the Government duties at Mattancherry has been interrupted by the servants of the Cochin Rajah, by order of the Assistant to the Resident in Travancore.

ENCLOSURE.

Letter—from E. P. BLAKE, Esq., Collector of Sea Customs, Malabar and Canara.

To—the President and Members of the Board of Trade, Fort St. George.

Dated—Mahe, the 26th October 1813.

I lose no time in transmitting to your Board the accompanying letter I this day received, and if the proceedings at Cochin are of this nature I am much afraid there will be a great diminution of the Revenue.

SUB-ENCLOSURE.

Arree—from JACOB HENRY BLOM, Custom Manager at Cochin.

To—E. P. BLAKE, Esq., Collector of Sea Customs, Malabar and Canara.

Dated—23rd October 1813.

Yesterday the 22^d Instant, the Tanadars of the Cochin Rajah came by order of the Travancore assistant Resident Captain Blacker and took all the Merchants and Shopkeepers trading in Mattancherry to the Rajah's custom chokey in that place, and there positively ordered the said Merchants that they should render an account of the weight and Number of Goods, containing in their respective Banksalls and Shops, that have been now and before Imported by Sea, Pay to the Rajah a Duty of 10 per Cent., receive stamp Olla Rawanahs and then dispose of the said Goods. This injunction being of a grievous nature to the Merchants, they made a Petition and are gone into the Fort to present the same to the Court, on which account few Banksalls and shops are opened.

And as it has been further ordered that all goods, that may be hereafter imported ought to be also taken to the said chokey to be weighed and counted and the duty of 10 per Cent. paid for them, there has not been much Export and Import in the Sea Custom House here this day—Dated 23rd October 1813.

Letter—from D. HILL, Esq., Secretary to Government, Fort St. George.

To—the Resident in Travancore.

Dated—the 12th November 1813.

I am directed by His Excellency the Governor in Council to transmit to you the enclosed copy of a letter from the Acting Secretary to the Board of Trade with copies of its enclosures, from which it would appear that certain measures have been adopted by your Assistant, Lieutenant Blacker, whereby the trade of the port of Cochin and the revenue derived from it are in danger of being seriously injured. The authority under which Lieutenant Blacker has interfered and the grounds on which that authority has been exerted on this occasion being unexplained, the Governor in Council confines himself to the expression of his regret that the measures in question were adopted without previous communication regarding them to the officers of this Government and of his

desire that those measures may be suspended till His Excellency in Council has been enabled by your reply to the present communication to determine whether or not they ought to have been adopted.

XIX.—PUBLIC CONSULTATION, DATED 10TH DECEMBER 1813.

Read—the following paper:—

Letter—from J. MUNRO, Esq., Resident in Travancore.

To—the Chief Secretary to the Government, Fort St. George.

Dated—Quilon, the 28th November 1813.

1. I have had the honor to receive a letter dated the 12th instant from Mr. Secretary Hill forwarding to me the copy of a letter from the Board of Trade on the subject of the interruption said to have been offered to the collection of the Government Customs at Muttoncherry by the Servants of the Cochin Rajah.

2. It is my duty to state to you that the town of Muttoncherry forms a part of the territories of His Excellency the Rajah of Cochin, that its inhabitants are His Excellencies subjects and with [the] exception of the Christians, subject to the orders of His Government, and that the only duties levied in Muttoncherry are collected by the Rajah's Officers, and form a part of his revenues. The regulation of which the person in charge of the Customs at Cochin has alledged that the "Merchants and Shopkeepers trading in Muttoncherry" had complained formed a part of the internal arrangements of His Excellency the Rajah's Government, and could scarcely be considered to constitute a just ground of complaint on the part of the Rajah's subjects to the Manager of the Cochin Customs. If those men had supposed themselves to be aggrieved, they should certainly have preferred their complaints in the first instance at least to their own Government.

3. I have already adverted in some of my official Reports to the oppressive nature of the Custom Regulations in Travancore and Cochin, and the importance of their reformation to the prosperity of those States. The Customs were farmed to contractors, were levied at every stage, and assessed on some articles at the high rates of 25 and 35 per cent. A new Regulation for the management of the Customs of Travancore and Cochin, founded upon the general principles of the Company's Custom Regulations was lately adopted with the entire approbation of the Sovereigns of these States. The principal provisions of this Regulation were that the System of farming the Customs should be discontinued, that they should be collected directly by the Sircar Officers, that articles should be subject to the payment of Customs once only instead of being assessed at every Stage, that import duties should be fixed at 10 per cent. and internal and export duties at 5 per Cent. In introducing the new System it was necessary in order to prevent great frauds, that the quantity of goods in the possession of the Merchants for which customs had been paid to the former farmers should be ascertained, and the several articles marked with the Sircar stamp. Unless this arrangement should be made, merchandize imported subsequently to the operation of the New regulation might by a collusion between the Merchants and the former farmers be passed free from Customs under the pretence that these were already paid to the Contractors.—A proclamation was in pursuance of these evident considerations published on the promulgation of the new regulations requiring the Merchants to furnish inventories of their goods, and to bring them within a limited time to be stamped with the Sircar Mark, in order that they might be passed at the Custom Choukies. The Merchants at Muttoncherry when the Rajah's Custom house is established were required in Common with all the other Merchants in Travancore and Cochin to comply with the proclamation; and the accompanying letter from Lieutenant Blacker shews that no demand whatever was made from them for the payment of Customs for goods on which they had already been levied, nor was any ground of complaint whatever afforded to them. Lieutenant Blacker has particularly assured me that he explained to them with the utmost temper and clearness the nature of the new regulation, and that they made no Complaint, but appeared to be perfectly satisfied. The import duty established on the frontier of the Rajah's territories towards the town of Cochin, is the same that is established on the Side of South Malabar, and Paulghatcherry, and in

proposing its adoption to the Rajah I certainly supposed that he had an undoubted right to fix it at whatever rate he might judge proper.

ENCLOSURE.

Letter—from Lieutenant BLACKER, Asst. Resident in Travancore.

To—the Resident in Travancore.

Dated—Quilon, the 28th November 1813.

I have had the Honour to receive your Letter requiring an Explanation of a Complaint against me laid before Mr. Bloom, Manager of the Company's Customs in Cochin by the Merchants of Muttoncherry.

In reply I have the honor to Inform you, that in carrying into execution the Orders for the Establishment of the new System of Custom Chowkies in the Territories of His Excellency the Rajah of Cochin, the Chowkedar of Muttoncherry, agreeable to his Instructions, called upon the Merchants of that Place to give in a statement of goods they had on hand, in order that those which would receive an Impression might be Stamped with the Sircar chop.

I beg leave here to state that these Merchants, whom [sic] I presume are the Same who have laid a Complaint against me before Mr. Bloom, Manager of the Company's Customs in Cochin are Subjects of His Excellency the Rajah, and the place also, which they inhabit, is entirely under the Controul of His Excellency's Government. Not understanding perhaps distinctly the reason for which the above Statement was required, the aforementioned Merchants accompanied by the Chowkedar of Muttoncherry, attended at my Cutcherry; when stating the Cause of their coming, I had it particularly explained to them that the reason for my requiring the Statement was that, on a future occasion, when any of their goods came to be sold, and it was alluded to, was that, on a future occasion, when any of their goods came to be sold, and it was necessary for them to be taken past the Custom Chowkey. I might be enabled by referring to this statement to know what articles, which were not marked with the Sircar chop, were *bona fide* goods which had already paid Duties and which were lately imported; as in the former instance a rawanna would be granted, and in the latter the established Duties would be exacted—acting in the above manner upon the principle that any goods in their Godowns must have paid Duties ere they could have been lodged in them—but as a further elucidation of my reasons for requiring this Statement, it was explained to these Merchants that by neglecting to furnish me with it immediately, all their goods, whether those now in store, or hereafter, to become equally liable to pay duties on passing the Chowkey; whereas, by a compliance with my requisition, those only of the latter description would come within the Custom regulations—with this explanation the Merchants appeared perfectly satisfied, and orders were given to the Chowkedar in their presence, to take an Inventory of their Goods, marking those which were feasible, with the Sircar chop, when they departed—the above explanation was made to them in Open Cutcherry, when not less than from 30 to 40 persons were present.

I must however observe that as I proceeded immediately after to Trichore, I found on my return to Cochin, these orders had not been carried into execution—they were therefore repeated to the Chowkedar in presence of most of the same Merchants, who had come over on some other business, nor did they in this instance express any reluctance to prevent an Inventory to be taken of their Goods, and the Sircar chop to be placed upon such as would receive an Impression Viz^t, Cloths, Muslins &c.

Letter—from D. HILL, Esq., Secy. to Govt., Fort St. George.

To—the Resident in Travancore.

Dated—the 10th December 1813.

In reply to your letter of the 28th ultimo regarding the new duties levied at Muttoncherry, I am directed by His Excellency the Governor in Council to state that you appear to have misconceived the nature and purpose of the communication made to you on that subject in my letter of the 12th ultimo. It had been represented to Government that in consequence of certain measures adopted by your Assistant, Lieutenant Blacker, the revenues at Cochin were in danger of being seriously injured, and the Governor in Council judged it proper to call upon you for an explanation of the nature of those measures and to express his regret that measures calculated to produce injury to the resources of this Government should have been adopted without any previous communication regarding them. If the measures in question are such as it rested entirely with the Cochin Government to judge of the expediency of adopting, it will only remain to establish a reciprocal understanding between the two Governments, so as [sic] that their interests may not, by being separately pursued, sustain a mutual injury. With a view to that object, it still appears to the Governor in Council that a communication might have been expected from you regarding the new duties levied at Muttoncherry.

2. The substance of the explanation which you have now afforded will be made known to the Board of Trade and, after the report which they will be desired to furnish has been received, you will be apprized of the further sentiments of the Governor in Council on the subject.

XX.—PUBLIC CONSULTATION DATED 28TH JANUARY 1814

Read—the following papers:—

Letter—from E. SMALLEY, Esq., Acting Secretary to the Board of Trade.
To—the Chief Secretary to Government.
Dated—Fort St. George, the 20th January 1814.

With reference to the previous correspondence on the subject, I am directed by the President and Members of the Board of Trade to request that you will lay before His Excellency the Governor in Council the accompanying Copies of a letter and its enclosures from the Collector of Sea Customs in Malabar and Canara, regarding the disputes which have arisen in respect to the right of collecting Customs at Cochin.

As the dispute in question is already under reference to His Excellency in Council, the Board will not at present offer any remarks upon the observations contained in Mr. Blake's letter, but they have desired me respectfully to suggest the propriety of requiring the Resident in Travancore to urge the discontinuance of the collections on the part of the Rajah, and that the trade of Cochin may be only taxed as formerly until the determination of Government shall be made known.

ENCLOSURE (1).

Letter—from E. P. BLAKE, Esq., Collector of Customs.
To—the President and Members of the Board of Trade, Fort St. George.
Dated—Cochin, the 5th January 1814.

Para 1st. I have now the honour to submit to you the information, which the enquiries I have made since my arrival here, admitted me together on the subjects directed in the Letter from your Secretary of the 16th. December last, and I trust will be found fully conclusive as to the points directed in the 2nd Paragraph of that letter.

2nd. During the time of the Dutch the Customs were farmed and the farmer then became responsible only for the amount of his contract. These Duties were collected in the Town Muttoncherry near to a cross, which is considered as the boundary of the Rajah's limits by many persons, but this admits of dispute in so far as Territorial Right is concerned, but on the Revenue and Justice any Rights over the Property and Persons of the Inhabitants of the Roman persuasion—the Canareens and the silver smiths the Dutch seem by every well grounded information I have received to have been in plenary possession.—The same treaties which bind the Rajah to this also do to the restriction of Trade from any of his Ports except under the controul only of the Dutch power. They are all more immediately explained on relation to the alphandigo in that of 1698, a copy of which I had formerly the honor to transmit to your Board. In a letter from the Honourable

Vide Judicial Consultation, dated 11th September 1812.

and appears to have grounded his Proceeding very much on the principle of the Rajah of Cochin having relinquished his Claims to all interference with the Customs and it is impossible to make any observation which will be at all more forcible or Explanatory than the Honourable the Governor's Letter. I can only assure your Board that my Personal enquiries here of those who have for a series of years been engaged in trade both Jews and Canareens prove incontestably the just reasoning and conclusive Right maintained by that Letter and which the Rajah of Cochin appears to have once more forgotten and endeavoured to usurp these conceded rights.

3rd. In pursuing the investigation as to this collection at Muttoncherry I have received from an old respectable merchant of this place various agreements for the farming of the Customs and other Revenues such as anchorage, sale of spirituous Liquors, Tobacco-

Dates 1, A.D. 1757, 1762, 1764, 1765, 1766 and 8 of 1769.

but all which were under the immediate Rent of one Person holding from the Dutch Government. These do not seem to me to be requisite to forward to your Board as they may only be considered documents in support of the Enclosure A. I have the honor to forward and if you require them they can readily be sent.

4th. It is to the kindness of Mr. Money the Judge of this station who has allowed me to see the Papers in the Fiscal's office that I am indebted for this document, and I beg

to assure you that my enquiries have been much facilitated by his communications and assistance.

5th. Should your Board and Government be pleased to consider the Boundaries thus insisted on as correct (that is, a cannon shot from the Fort) there cannot be the smallest doubt of the Company's present Custom House being in the Company's limits and your Board will no doubt notice the former attempt bears great similarity to the present proceeding, for now Gentlemen the Watch Chokey for the Rajah's custom office is placed on the ground of a Person whose Quit rent is paid to the Company.

6. The duties which are levied are very high in addition to the Company's and Trade cannot go on. The season is now for advancing on this coast and ere' the determination of Government could be received by due course of Post, so much injury will be sustained, that I took the liberty after having made all enquiries in my power to write the letter to Colonel Munro, copy of which I have the honor to enclose.

ENCLOSURE (2).

Letter—from E. P. BLAKE, Esq., Collector of Customs, Cochin.
To—Col. J. Munro, British Resident at Cochin.
Dated—the 3rd January 1814.

In consequence of the information I have received on making my enquiries since my arrival here on the subject of the customs lately exacted by the People of His Excellency the Rajah of Cochin at Muttoncherry in pursuance of instructions I had the honor to receive from the President and Members of the Board of Trade, I deem it my duty from the importance of the object to solicit you will request of His Excellency to direct a discontinuance of the Custom Collections by His Excellency's people until the determination of the Government of Fort St. George may be furnished me on His Excellency's claims which if continued together with the duties levied by the Honourable Company will inevitably by the excessive weight of the assessment put a total stop to the Trade of Cochin.

Letter—from D. HILL, Secretary to Government, Fort St. George.
To—the President and Members of the Board of Trade.
Dated—the 28th January 1814.

In reply to your secretary's letter of the 20th instant, I am directed to state that His Excellency the Governor in Council presumes that, agreeably to instructions with which the Resident at Travancore was some time since furnished, the collection of customs at Cochin on behalf of the Rajah of Cochin which has given rise to discussion, will have been suspended till the Government come to a final resolution regarding it.

XXI.—PUBLIC CONSULTATION, DATED 1ST MARCH 1814.

Read—the following paper:—

Letter—from E. SMALLEY, Esq., Acting Secretary to the Board of Trade.
To—the Chief Secretary to Govt., Fort St. George.
Dated—the 14th February 1814.

In answer to Mr. Secretary Hill's Letter of the 28th Ultimo, I am directed by the President and Members of the Board of Trade to submit the accompanying copy of a Letter and its enclosure from the Collector of Sea Customs in Malabar and Canara, by which it will be perceived that the Rajah of Cochin had suspended the collection of duties at Muttoncherry until the determination of Government shall be made known.

ENCLOSURE.

Letter—from E. P. BLAKE, Esq., Collector of Customs.
To—the President & Members of the Board of Trade, Fort St. George.
Dated—the 11th January 1814.

I have the honor to enclose copy of a Letter from the Assistant Resident at Travancore, and I take this opportunity to acquaint your Board that no Payments of any share of the Alfhandigo have been made by me since Cochin collections were placed under my charge. I therefore solicit your orders as to what payment I am to make, if any.

SUB-ENCLOSURE.

Letter—from Lt. J. BLAKE, Asstt. Resident,
To—E. P. Blake, Esq., Collector of Sea Customs.
Dated—Cochin, the 5th January 1814.

I have the honor to inform you that agreeable to orders received from the Resident in Travancore, the Import duties at Muttoncherry levied by the Cochin Government have been suspended until the decision of the Government at Madras be made known.

ORDER—DATED 1ST MARCH 1814.

Ordered that the foregoing letters be forwarded to the Judge of the Court of Appeal and Circuit for the Western Division.

XXII—JUDICIAL CONSULTATION, DATED 1ST MARCH 1814.

Read the following paper:—

Letter—From J. MUNRO, Esq., Resident in Travancore,
To—the Chief Secretary to the Govt., Fort St. George.
Dated—Quilon, the 15th December 1813.

I have received Mr. Secretary Hill's letter of the 16th ultimo forwarding to me representations from the Board of Revenue regarding the employment of Company's troops under my authority in the Calicut District, and I request that you will be pleased to state explicitly to His Excellency the Honorable the Governor in Council that I have never on any occasion whatever required or sanctioned the employment of the Company's troops in the Company's territories for any purpose of a fiscal nature, or for any ordinary purpose of police, and that the only case in which I have employed them beyond the frontiers of Travancore and Cochin has been in pursuit of robbers and murderers on occasions when, from my vicinity to the frontier and other circumstances, I was able to adopt more efficacious measures for the apprehension of those malefactors than could be pursued by the Company's authorities. On those occasions I have always acted in communication with the Company's authorities and in general with their concurrence, when two years ago a notorious freebooter, Shunkelly Narrain Numbiar committed murders and other atrocities in the northern Districts of Cochin. I employed in pursuit of him a detachment under Lieut. Blair by whom he was driven from the Cochin territories, followed into the Calicut District, taken Prisoner, and delivered over to the Judge and Magistrate's custody from which he soon effected his escape. The Judge and Magistrate was apprized of those proceedings and did not object to them. Afterwards when the Southern parts of Travancore were desolated by the incursions of robbers from Tinnevely, I detached troops in pursuit of them by the authority of the Government and succeeded in apprehending several of them. Again last year when the Cochin Country was overrun by bodies of banditti under Ichaken, Koonjallee Pillah, Ramen Nair and Ekundoo Koorp, I authorized the officers sent in pursuit of them to follow them into the Company's provinces, a measure which I stated to the authorities in those districts, and to the Government. Finding when I was at Cranganore that Koonjallee Pillah and his gang were within a few miles of me in the Company's Country, and knowing that the delay attending an application for their seizure to the Judge and Magistrate who was at a considerable distance would have occasioned their escape, I judged it my duty to send troops in pursuit of them to the Island of Chetwyo who dispersed the robbers, seized several of them and completely destroyed their gang. Afterwards when I was at Trichoor having received intelligence that the notorious murderers Ramen Nair and Ekunder Koorp were in the Company's Country near the frontier, and having repeatedly written to the Judge and Magistrate without success to seize them I detached a party of troops under Capt. Hare to apprehend them. The troops could not find them; but their employment had the beneficial effect of driving the Robbers into Mr. Baber's district by whose vigilance and exertions they were very soon secured. Those are the only instances in which I detached troops into the Company's Provinces. I considered them as cases of exigency that authorized a departure from common rules; and I have the satisfaction to reflect that they produced the best consequences to the peace and tranquillity of the Country. But in regard to disputes of the frontier, or for the attainment of any other object than that of saving the people from Pillage and murder, I beg leave to declare that I have never authorized the employment either of the Company's sepoys, or any other description of men beyond the frontiers of these states; and that in this respect the orders of Government contained in your letter of the 23rd of April, repeated in that of the 20th of July, and reiterated in that of the 16th of November have

been most punctually observed. Captain Hare of the 19th Regiment when commanding at Trichoor did indeed detach a party of Sepoys at the earnest desire of the karnagar to Tattamungalam in the Cochin territory for the purpose, not of entering the Company's Districts, for the troops were positively prohibited from doing so, but of assisting the Police in protecting the inhabitants in their own Country from the outrages and depredations of the kolkars, and inhabitants of the Calicut District. On some occasions the sepoys did indeed pass the frontier to expostulate with the kolkars on their violent proceedings; but the troops never employed force or Compulsion; and I am confident it will be found that their Conduct in those cases was perfectly conciliatory and correct.

The District of Chittoor called also Nala Deshum is situated to the Eastward of the Gaits, insulated from the other territories of the Cochin Rajah, and completely surrounded by the Company's Country. The Chittoor District extends a considerable distance to the Eastward towards the Coimbatore forests; and from Nellapilly one of its first Villages on the side of Coimbatore, the road passes through the Cochin Rajah's territories first to Chittoor and then to Tattamungalam. The Villages of Chittoor and Tattamungalam were formerly flourishing and had weekly markets that contributed to their prosperity; a few years ago the Collector of Malabar established new markets at two Villages one called by the People Palwanagarum and by the Collector London nagarum, and the other Poodoo nagarum, and both situated close to the frontier of Chittoor. From that time a considerable jealousy subsisted between the old and new markets but the Contest was far from being equal. The people of Chittoor and Tattamungalam encircled by the Company's territories were obliged to pay double or I may say more correctly treble duties; a duty in the Company's Country, an additional Company's duty in passing the frontier, and a duty to the Cochin Rajah in entering his territories, while the merchants at the newly established markets had only the first of these to pay. The merchants of Tattamungalam and Chittoor also complained incessantly and I believe justly of being exposed to the greatest interruptions in passing through the Company's Country, of having their goods seized, and of being compelled to sell them at the new markets. In consequence of those hardships Chittoor and Tattamungalam declined rapidly; and their markets were at length wholly discontinued. The Collector in order to facilitate the communications of the Palwanaggar merchants opened unknown to the Cochin Government a new road which he states avoids the Cochin territory, but which according to the most authentic information that I have been able to procure passes through a part of it. On the supposition that this road passed through the Cochin Rajah's Country, the farmers of his Customs have demanded duties on the merchandize carried that way, the people of Palwanaggar resisted this Claim, and disputes ensued which form the subject of the first part of Mr. Warden's representation. Those disputes do not seem to have been conducted with violence, or to be in any other respect consequence than as they render necessary a speedy determination of the point at issue regarding the boundary. On receiving Mr. Warden's letter of April 1812 I made careful enquiries into this point, and the result of them convinced my mind that the road did pass through the Rajah's territories, and that he possessed a right to levy duties on it. Erecherry the place at which the customs are demanded is considered in all the documents that I have consulted as the undoubted property of the Rajah; and a Custom was levied near it from ancient times. Mr. Warden seems to question whether ancient possession has given the Rajah a right to the sovereignty of Erecherry, although he maintains that the Company have acquired from 12 years possession a right to the sovereignty of the road that passes through it. But in order to determine the question at issue regarding the right of the Cochin Rajah to levy duties upon the new road I have desired Lieut. Blacker and Captain Arthur of Engineers to proceed to Chittoor to make a survey of the boundary, and ascertain by an examination of the most authentic documents and best informed persons on the spot whether the officers of the Cochin Government have been justified in asserting the Claims which they have advanced.

On visiting Tattamungalam in April last I was forcibly struck with its desolate appearance. A large Bazar street deserted and in ruins, a considerable number of Houses abandoned by their inhabitants, and every other symptom of

decline induced me to examine the causes of those evils and the means of repairing them. The people ascribed the decay of the place to the discontinuance of the markets, and the interruptions that were opposed to a free communication with the surrounding provinces. The re-establishment of the market appeared to be essentially necessary; and in giving directions for the adoption of that measure I never supposed for a moment that I took a step in any respect contrary to the wishes, the policy, or the interests of the British Government. The markets were ordered to be held both at Tattamungalum and Chittoor on the same days of the week on which they had formerly assembled; and proclamations were issued announcing their re-establishment. The people of these places had every motive to conciliate the inhabitants of the Company's Districts surrounding them; their object was to obtain a free and unmolested passage of their goods on the payment of the regular duties, and to avoid interruptions and delay. They were not however so fortunate as to experience this kind of treatment; their goods were seized even in the Cochin Country and carried to Palwanaggar, the merchants were also seized and imprisoned; their property was plundered and confiscated. The jealousy of the merchants of the new markets seems to have been the cause of those excesses which were carried to an extraordinary length. I addressed Mr. Warden regarding them; but no measures were adopted to put a stop to them, and they continued to be carried on even in an aggravated manner. I received numerous letters from the Kariagar and Merchants representing the insults, outrages and losses, which they had sustained. Those documents are now translating and will be forwarded to the Government. After suffering those injuries for two months the Kariagar applied to the Commanding officer for a party of troops for the protection of the people; and at the end of June Lieutenant Cooke with a small party of men was detached by Captain Hare to Chittoor with orders to preserve the tranquillity of that district, and not to enter the Company's territories. Lieutenant Cooke having heard the numerous Complaints of the Merchants of Tattamungalum thought it proper to repair to Palwanaggar merely to enquire into the grounds of the violent proceedings imputed to the people of that place; and he took with him a subidar, a Havildar and two sepoys, a party certainly not calculated to commit any act of violence or to effect any purpose by intimidation or force. The gross insults offered to Lieutenant Cooke on this occasion by some drunken Kolkars forced him to take two men prisoners; and I beg leave to solicit the attention of the Government to the account of this transaction which is contained in the accompanying Papers. Lieutenant Cooke is an officer of temper, discretion, and judgment, and his report deserves the fullest credit. He has declared to me that some of the people at Palwanaggar acknowledged they had plundered property belonging to the merchants of Tattamungalum to the amount of 700 Rupees. I also beg leave to request that Lieutenant Cooke's report of his proceedings at Palwanaggar may be compared with the accounts of that affair transmitted to the Government by the Collector of Malabar, and the Judge and Magistrate at Calicut in order to determine the degree of credit due to the several representations made by the native authorities at Palwanaggar. The outrages committed by these men seem to have rendered them more anxious to accuse the Cochin authorities in order to cover their own misconduct. The letters from Captain Hare and Lieutenant Cooke which I forward herewith will furnish some notion although a very inadequate one of their violence and excesses. Lieutenant Cooke left a guard at Tattamungalum with orders to maintain peace at that place, but not to enter the Company's territories. The Havildar and Sepoys of the guard are now here, they have been strictly examined by me regarding their conduct at Tattamungalum, and have given the declaration in writing forwarded herewith. It appears from their report that the depredations of the Kolkars having continued unremitted the Havildar was induced on some occasions to send Sepoys to expostulate with them on their Conduct, considering as he says the two States as one: but the Havildar most strenuously denies having ever used any appearance of force or Compulsion on any occasion. It would be difficult for me at this place to enter into a separate examination of every one of the Complaints stated in Mr. Warden's communications but I have desired Lieutenant Blacker to investigate them all; and I am satisfied that they will be discovered to be exag-

gerated or rather entirely unfounded. I have had several opportunities of observing the Conduct of the Kolkars in the districts bordering on the Cochin Country; and I can state with truth that I have seldom seen a body of men more inefficient, insolent and disorderly.

With respect to the whole of the Complaints stated in the Packet No. 4 I beg permission to refer the Government to the accompanying letter from Captain Hare, an officer of Judgment, experience and capacity: at a time when such serious disputes prevailed, it does not seem to have been a very reasonable ground of Complaint that Captain Hare had required to see the tariff of the Custom House. It was reported that tariffs were prepared and acted upon by the inferior Custom House servants: a circumstance which induced Captain Hare to inspect those documents. Captain Hare's letter clearly shews the nature of the orders given to the sepoys at Tattamungalum; and the improbability of their having been deviated from. In no case was the smallest Compulsion exercised in the Company's territories by the troops, or by the officers of the Cochin Government: and if the sepoys sometimes passed the frontier, they did so to enquire into the causes of the irregular proceedings of the Kolkars or to induce them by persuasion to give up the property that they had seized. I have desired Lieutenant Blacker to take depositions on the spot regarding the injuries and losses sustained by the People of Tattamungalum: and considerations of Justice seem to require that they should be permitted in future to carry on their trade with the surrounding Districts on paying the regular duties without any molestation.

I request that you will be pleased to state to His Excellency the Honorable the Governor in Council the following circumstances regarding the Customs at Yerratoorty, the subject of the Complaints from Mr. Warden contained in the 5th number of the Packet now returned to you. The Customs at Yerratoorty are levied by the Company on the passage of goods along a back water which is bounded to the Eastward by the principal part of the Rajah's territories, and to the westward by a narrow tract in the Island of Chetwye belonging to the Company. On grounds of equity it did not seem to be proper that the Rajah should be required to pay duties on his property passing along a back water bounded on one side of its course by his own territories and to the free passage of which he appeared to have as full a right as the State possessing the opposite bank. But as the tolls of waters and rivers are frequently established by usage or Convention rather than by any apparent reasons of justice or right, I made the first time this question was brought under my notice, careful enquiries regarding the "Mamool" or usage that had obtained regarding the customs at Yerratoorty. The result of those enquiries was that the property of private individuals had long been subject to the payment of duties to the Company on passing Yerratoorty, but that the property of the Circar or Rajah of Cochin had always been exempted from any demand of that nature. The truth of this statement was verified by an examination of accounts, and by the occurrences of each day, for the Oil, Ghee, rice and other supplies carried from Trichoor to Trepoonterrah for the service of the Rajah were always permitted to pass Yerratoorty free from Custom. The same rule was found on an examination of the Circar accounts to apply to Timber: Customs were levied at Yerratoorty on wood belonging to private farmers of the forests, but never on timber *bona fide* the property of the Circar. In March last when at Trichoor having been informed that some wood belonging to the Circar was detained for Customs at Yerratoorty, and having ascertained the facts which I have now stated, I gave orders to withhold the payment of the duties on its account, and to explain fully to the Chouky servants at Yerratoorty that the wood as being the property of the Circar was according to usage not liable to customs at that place. This explanation seems to have been sufficient, the wood was allowed to pass, and no farther question occurred until the Commencement of the present season when the Circar wood was again detained. Lieutenant Blacker investigated the circumstance, found that the Cause of the detention arose from a thing until then unknown to me that my name was inscribed upon the timbers instead of the name of the Cochin Circar, and on Lieutenant Blacker explaining this mistake, and informing the Choukey Servants that the Wood was *bona fide* Circar and not private property, it was allowed without hesitation to pass. Lieutenant Blacker's

report of this transaction is forwarded herewith. My proceedings on these occasions were dictated by a principle of strict justice and were never attempted to be supported by force or intimidation. It certainly would have the appearance of a hardship to require the Rajah to pay duties for his own property in passing along a back water that is bounded on one side by his own country. The state of Cochin has many claims to the consideration of the British Government: the additional subsidy that it has engaged to pay was founded upon an estimate of its revenues highly overcharged; and it is now making the most strenuous efforts for the payment of its debt to the British Government. The sale of its timber is expected to produce in the ensuing two years a very considerable sum: and it is highly important to its interests that every facility should be afforded to the transportation and disposal of that article of its resources.

The fact adduced by Mr. Warden regarding Mr. Vernede's or rather Koonjee Paylo's timbers if the foregoing statement should be correct, does not bear upon the question at issue. In consequence of Koonjee Paylo's total failure to discharge the demands of the circar, his timber in the forests was sequestered, and when it passed Yerratoorty was the property of the Circar and not of an individual. A report will very soon be submitted to the Government regarding the conduct of the circar towards Koonjee Paylo and his security Mr. Vernede.

ENCLOSURE.

Letter—from Lt. J. W. BLACKER, Assistant Resident.

To—the Resident in Travancore.

Dated—Quilon, the 30th November 1813.

In reply to your directions that I should state what had come to my knowledge, regarding an alleged Violence on the part of the Cochin servants, upon the Chowkedar at Eddatoorty, on taking the Timber of that Circar past the aforementioned Chowky.

I have the honor to inform you that, previous to my proceeding to Trichore, I ordered the Circar Timber to be collected at Pallipor. Its transportation was accordingly commenced upon; but a small quantity which was first dispatched, having been stopped at Eddatoorty, the Circar servants refrained from sending any more, until they received further Orders. In the mean time I had proceeded to Trichore, and on my arrival there was told by the Vijarepoocar of the Machat Hills, whose Timber was there about to pass Eddatoorty, that the Chowkedar of that place had collected 400 persons to oppose the passage of it. I thereupon dispatched the Tannah Naigne of the Trichore Collagat Wassell to ascertain the truth of the Circumstance above reported, giving him strict Injunctions on no account to enter the Company's Territories.

I must beg leave to mention as the cause for my dispatching the Tannah Naigne, that I had heard a report, that the few Timbers stopped was owing to their being marked in your name. The Tannah Naigne therefore, having a Badge, and being an officer of the Circar, appeared to me the most proper person to do away this mistake—he accordingly went to Eddatoorty, and the next day I received a report from him that the circumstance of 400 persons having been assembled was devoid of Truth, and that the few Timbers dispatched which had been stopped, arose from their being marked, Munro, Dorree Circar which being explained no further Impediment was given—those therefore near the place were passed, and he returned; but there have been Timbers daily passing since the 1st Instant, and in no case but the present instance have there been any Peons, or other persons, with them beyond the necessary coolies for the purpose of impelling the Rafts.

I beg leave also to acquaint you that on my return from Trichore on the 15th Instant I saw Timber belonging to the Circar passing the custom Chowkey, nor did the Chowkedar notice it. I beg permission also to observe that the whole of the East bank of the Back water is the Territory of His Excellency the Rajah of Cochin.

ORDER—DATED 1ST MARCH 1814.

(1)

Ordered in consequence that a letter according to the following draft be dispatched to H. Clephane Esq^r., Judge of the Court of Appeal and Circuit for the Western Division.

Letter—from D. HILL, Esq., Secretary to Government, Fort St. George.

To—H. CLEPHANE, Esq^r., Judge of the Court of Appeal and Circuit for the Western Division.

Dated—the 1st March 1814.

His Excellency the Governor in Council proposes, on the occasion of the visit which you will pay to Cochin during your present circuit, to avail himself

of your services for the investigation of several points which are at issue between the Resident of Travancore and the officers of the Government whose duties bring them in contact with the territory of the Rajah of Cochin.

2. The first point at issue regards the local limits of the jurisdiction of the Court established at Cochin, and the extent of its jurisdiction over certain classes of the subjects of the Cochin circar.

3. The next point regards the boundaries of the adjacent districts of Cochin and South Malabar, as relating to certain duties levied by the servants of the Cochin circar in the village of Londonnagarom.

4. The last point regards the right to levy certain duties on behalf of the Cochin circar at the town of Cochin. This last point will probably fail to be determined chiefly upon the same grounds as the first, but it may also be affected by other considerations and it has been brought to the notice of Government at a different time and through a different channel.

5. I have been directed to transmit to you the whole of the papers which have come before Government on the three points above stated, in order that you may have time to become acquainted with their contents before you reach Cochin and may be enabled to consider of the easiest and most effectual way of executing the commission which is assigned to you. The papers are separately arranged according to the points to which they respectively have reference.

6. The Governor in Council has every reason to place implicit reliance on your judgment and feels assured that it will be diligently and impartially applied to the several points under investigation. It will, moreover, be materially assisted by your habits of judicial inquiry, by your intimate knowledge of the Vernacular language of the country and by all the information which the different public officers with whom you may have occasion to communicate can afford; and it will naturally, in the estimation of all parties concerned, derive additional weight from the high office which you bear. The wish of the Governor in Council therefore is that, after having examined all the evidence on which the several decisions must depend, you should, as distinctly and briefly as possible, state the opinions which you may form with regard to them and the grounds on which your opinions may rest.

7. Captain Arthur, the Superintending Engineer in Travancore, and Lieutenant Blacker, the assistant to the Resident, will be directed to attend you both at Cochin and on your visit to the district of Chittore in the Cochin country, and to afford you every aid within their power which you may require. The Magistrates at Cochin and in South Malabar and the Collector of Malabar and Collector of sea customs in Malabar and Canara will also be directed to furnish you with such information as you may desire to receive from them on the points under investigation, with which they are respectively concerned.

8. You will be pleased to submit an account of any extra expense which you may incur in executing the instructions now communicated to you, in order that you may be reimbursed.

(2)

Resolved that a copy of the foregoing letter to Mr. Clephane be furnished to the Commander in Chief with a request that His Excellency will be pleased to give orders to Captain Arthur, Superintending Engineer in Travancore to conform to the intentions of Government as they are therein expressed.

Ordered in consequence that letters according to the following drafts be dispatched to the Resident in Travancore and to the Magistrates at Cochin and South Malabar.

Letter—from D. HILL, Esq., Secretary to Government.

To—the Resident in Travancore.

Dated—Fort St. George, the 1st March 1814.

No final decision having yet been passed on the several points at issue between you and the officers of this Government whose duties bring them in contact with the territory of the Rajah of Cochin, His Excellency the Governor in Council has resolved to refer them for the opinion of Mr. Clephane who will have occasion

to visit Cochin probably in the course of next month. I transmit to you a Copy of the instructions which have been addressed to him and have to desire that you will conform to the intentions of Government as therein expressed.

Letter from D. Hill, Esq., Secretary to Government, Fort St. George.
To—the Magistrate at Cochin.
Dated—the 1st March 1814.

I am directed by His Excellency the Governor in Council to transmit to you the annexed copy of a letter to Mr. Clephane, and to desire that you will conform to the intentions of Government as they are therein expressed.

XXIII.—POLITICAL CONSULTATION, DATED 5TH JULY 1814.

Read—the following paper:—

Letter from the Resident in Travancore and Cochin.
To—the Chief Secretary to the Govt., Fort St. George.
Dated—the 13th June 1814.

I transmit to you a Letter from the Assistant Resident Lieutenant Blacker containing a report of his administration of the affairs of Cochin during the first six months after he received charge of them and in order to illustrate the statements which he has made, and the actual situation of the Government of Cochin, I beg leave to submit to the Honorable the Governor in Council a succinct review of the principal financial arrangements executed for some time past in that Country.

2. Previously to the late War in Travancore the Rajah of Cochin was tributary to the British Government for that part only of his territories which had been conquered from Tippoo Sultaun; and he paid altogether a subsidy of One Lac of Rupees. The treaty concluded in 1790 by Mr. Powney and the only direct engagement between the Rajah of Cochin and the British Government for the engagements which were considered to subsist by means of the Dutch treaties appear to be of a very doubtful, perhaps an illegitimate nature. The perfidy and unprovoked aggressions of Cochin at the juncture of the Travancore War entirely justified the resolution adopted by the British Government to conclude a new Treaty with the Rajah on a basis conformable to its just rights and interests.

4. I have stated that the examination of the Revenues last year raised them to 5,78,000 Rupees; but that sum cannot be expected to be fully realized in consequence of some of the lands that are assessed being uncultivated, but principally in consequence of the refractory conduct of the Christian Inhabitants of the Rajah's Territories who are comprehended in the operation of the Dutch treaties. These men scarcely pay any revenue, or obey any orders of the Sircar; and unless some change shall be made in the regulations for their Government it will be nearly impossible for the Rajah to collect his Revenues or fulfill his engagements to the Company.

5. Although the revenues of the Cochin Country have been augmented under Lieutenant Blacker's Management yet the pressure of the Subsidy and the debt still bears heavily upon that state and entitles it to some indulgence. It appears to have been the intention of the Government that the new treaty concluded with Cochin should supersede all the other engagements of that state, yet the Dutch treaties continue to be acted upon, and their operations occasion great difficulties and losses to the Rajah's Government. I took the liberty of describing those inconveniences and the incompatibility of the Dutch and the English Treaties in my letters to the Government of the 3rd, 5th and 9th October, the 27th November 1812 and the 5th January 1813—and as a peace in Europe may finally determine the allotment of Cochin it seems advisable previously to that event to decide upon the question of the treaties. Mr. Clephane will probably confine his report to the effect of the Dutch treaties, without discussing the grounds upon which they rest. The Government in reply to my letters regarding the Dutch treaties were pleased to require a report of the arrangement proper to be adopted for

the Government of the Rajah's Christian subjects in the event of the treaties being considered as annulled. On this point it may be sufficient to state that as Christian Judges have been appointed to all the Native Courts in Travancore and Cochin they protect the Christian Inhabitants of those States from oppression; and in other respects that the Christians in general should be taken under the immediate protection of the Resident and allowed the same privileges and immunities which the Nairs enjoy.

ORDER—DATED 5TH JULY 1814.

Ordered that the following reply be dispatched to the Resident in Travancore and Cochin:—

Letter—from G. STRACHEY Esq., Chief Secretary to Government, Fort St. George.
To—the Resident in Travancore and Cochin.
Dated—the 5th July 1814.

Your Report of the 13th Ultimo has been laid before the Honorable the Governor in Council

The questions connected with the Treaties formerly concluded by the Dutch with the Rajah of Cochin, will receive the early consideration of the Governor in Council.

XXIV.—POLITICAL CONSULTATION, DATED 16th August 1814.

Read—the following paper:—

Report—from W. CLEPHANE, Esq., 2d. Judge, Provl. Court, Northern Division.
To—the Secretary to Government, Judicial Department.
Dated—Tellicherry, the 15th July 1814.

1. I have now the honor to reply to your letter dated 1st. March 1814 communicating the instructions of the Honorable the Governor in Council to investigate certain points at issue between the Resident of Travancore and the Officers of Government whose duties bring them in contact with the territory of the Rajah of Cochin.

2. The first point of investigation regards the ascertainment of the local limits of the Court established at Cochin and the extent of its jurisdiction over certain classes of the subjects of the Cochin Sircar.

3. I am concerned to report that I have totally failed in striking out a new road or discovering any channel by which additional light can be thrown on the question as to the extent of territory, the acknowledged right of the late Dutch Government of Cochin to the Eastward and Southward of that Fortress. The question in fact remains in the same state as it was left by the determination of the Governor of Bombay in his letter dated the 9th April 1800 to the Rajah of Cochin nor can this be a subject for surprise when it is considered that fourteen years have elapsed since the investigation took place which led to that decision and if on that occasion, only five years after the Capture of the Settlement the Evidence obtained when so many persons were living who must have been qualified from personal observation to have afforded satisfactory evidence on the points under discussion and when the records of the Dutch Government were all entire and kept in regular order be now considered as so little conclusive as to appear to have admitted of or rendered requisite the reargitation of the question, what further light can now be expected to be thrown on the subject after the lapse of such a period, in the interval of which the whole of the Dutch Inhabitants, who from their rank and situation were qualified to give information, have from various causes disappeared and when from the state into which the records of the Settlement have been permitted to fall, a reference to them is no longer easy, and indeed scarcely practicable.

4. It may not be inexpedient in order to bring all the circumstances connected with this question into a close point of view, to notice, that the enquiry on the result of which the Governor of Bombay was pleased to adopt a decided Judgment on the point in dispute, in regard to the territory appertaining to the Dutch Fortress of Cochin on the side of Mattancherry, was conducted by

Lieutenant General Stuart, Commander in Chief, and Second Member of the Council at the Presidency of Bombay, then on his Voyage to Europe, and that Major Walker, his Military Secretary, accompanied him and was employed in assisting the enquiry and I imagine, furnished the report to Government.

5. I regret that I have not been able to come at the full report made by Major Walker of the particulars of Lieutenant General Stuart's local investigation, which it appears embraced sundry other matters then under discussion between the Rajah of Cochin and Government.

6. The document referred to in the Margin, comprising exclusive of the letter from the Governor of Bombay to the Rajah before adverted to, all that appears on the records of the Commissioner at Cochin, as to the grounds of the decision which the Governor of Bombay announced in the aforesaid letter he had come to in fixing the limits of the Dutch Settlement in that direction at the Stone cross in the village of Mattancherry to the South East, and a line formed by the lane or opening in the rear of the said spot, running in a South-Westerly direction behind the Garden Houses (which are marked in Captain Arthur's sketch) till it joins the small ditch called in the said Map Cheralye Toka Todo, which runs into the Canal called the Nada Todo.

7. The extract of Major Walker's report is defective in a statement of the grounds, on which he arrives at the conclusion, with which the Extract sets out Vizt. that in point of fact, the limits of the Fort extended to the points above described, but from what appears stated in Mr. Duncan's letter to the Rajah and which professes to be a recapitulation of all the grounds which led him to the determination therein communicated it would seem that these are principally derived First from the fact asserted on the part of the Officers of the late Dutch Government and Inhabitants of the Colony that a guard was always posted at the Cross in the Bazar of Mattancherry to mark the boundary at that place from whence it was only withdrawn on the advance of the British Troops against the Fortress.—Secondly from what is asserted in Moens's address to the Rajah in February 1772, preceding the proposition, made to him as the conditions on which an accommodation of the then existing difference was proffered in regard to the boundary in the time of the Portuguese, and confirmed by treaty to the Dutch, and Thirdly an argument founded on the absurdity of supposing that a Military power could now have consented to hold a Fortress, whose limits were so circumscribed as would result from the Rajah's pretensions.

8. The grounds on which the Native Government of Cochin support its denial of the claim of the Dutch to any part of the Village of Mattancherry, are principally the assertion that in fact this claim was never admitted by them nor asserted till the period of the violent aggression on the part of the Dutch, during the Government of Sineff, and they infer from the terms on which the rupture was accommodated by Moens in 1772, that the Dutch relinquished for ever all pretensions to Mattancherry or Cheralye adjoining it.

9. I hope I may be pardoned if. I venture to remark that after such a positive determination of the question and clear demarcation of the line of boundary by the Governor of Bombay in 1800 it is to be regretted that it should be found expedient to reagitate the matter at this distant period when it hath become so difficult to trace back the grounds and arguments on which such was founded. That decision left the Rajah of Cochin the full enjoyment of all the advantages in regard to Revenue and taxation, he had antecedently thereto derived from the said Village of Mattancherry inclusive of that part thereof declared to be within the limits of the Fortress and in fact except that it precluded him from establishing a Chowkey at the point terminating the Village of Mattancherry to the South East of the Fort, by means of which he attempted to interrupt the free transit of provisions and necessaries into the Fort, it left him almost in the situation of sovereign of the territory in question.

10. I trust also for the like indulgence in venturing to ask, how, in the event of a restoration of the Settlement (and which at present seems far from impossible) to its old masters, or to any other European power, could we reconcile that Nation to an abandonment at such a late period of a claim which had been at

one time considered by us as indisputable, and which for so long a period had been insisted upon and apparently acquiesced in on the part of the Native Government.

11. Under the observation I have before made of the disadvantages attendant on a revival of the question at this period it cannot be denied that the claim of the Dutch to the part of the Village of Mattancherry extending to the Cross and thence in a South-Westerly line to the second bridge entering the District of Cheralye, doth not appear so clearly made out as viewed by Lieutenant General Stuart and the Governor of Bombay whatever might have been the validity of that claim previous to the convention concluded with the Cochin Rajah by Moens in 1772, the letter at least of this Convention, wherein it is stated that he offered a proof that the Dutch did not regard a little territory or its revenue was certainly calculated to encourage the belief on the part of the Rajah that, together with the rents and taxes of Mattancherry and Cheralye, all claims to any part of the territories of those two districts was [*sic*] thereby relinquished; also, on every principle of justice and equity I think it ought to be so considered and the Colour which Mr. Moens in his report of that transaction to the Supreme Government at Batavia

(Extract of which translated in the best manner I found practicable is inserted in the document as per margin) has attempted to give to it, is in the highest degree insidious and uncandid. In this Mr. Moens assumes great merit in having been able to avoid all discussion and definitive settlement of the dispute respecting the line of boundary and in having left their claims on that head open for revival at any future period when it could be done under more favourable circumstances.

12. From that period Vizt. in 1772 to the surrender of Cochin to the British in 1795 the discussion of the question regarding the exact limits of the Fortress would never seem to have been revived.

13. The Extract of Major Walker's report formerly quoted and indeed the contrary hath never been asserted by any of the Advocates for the Dutch claims admits that for a great length of time the Dutch had ceased to exercise any Jurisdiction beyond the first or Calvity bridge leading to Mattancherry.

14. The circumstance that seems principally to be relied on as corroboratory of the opinion and assertion on the part of Mr. Van Spal and others of the Dutch Inhabitants that their claim to that part of Mattancherry as far as the Stone Cross was never disputed on the part of the Rajah of Cochin, is the small guard which it is very certain the Dutch had posted in the said Bazar adjoining the Cross. But this has been explained in a different manner and by persons who do not seem at all disposed to abet the Rajah's views to an extension of territory. Those I allude to are the sons and others of the family of Anta or Ananda chitty, the same who held a grant from the Dutch Government of the ground on which stand a range of shops and Warehouses in their rear on the North Eastern point of Mattancherry beyond the Calwetty bridge reckoning from the Fort. Their Father Antapa was broker and principal agent of the Commercial Servants of the Dutch Company and held the farm and which subsequently to his death was held by his sons, of the Sea Customs called Alfandigo—the place where these customs were levied was situated in Mattancherry near the Cross in question, and the above mentioned persons have declared that the object of the guard stationed there was to afford the Farmer countenance and protection in his Collections in which the Rajah and Dutch Government participated in certain proportions.

15. The same persons further say that the Dutch allowed two other small guards at their dwelling house at Amarawutty and at their Warehouse situated on the North East of the Calwetty bridge before mentioned and they generally state as their opinion that, with the exception of the said range of shops and Warehouses in their rear erected on the spot of ground on the Mattancherry side of the bridge over the inlet leased by the Dutch Government in the year 1770 to their Father Ananda Chetty, the remainder of the range extending to the lane marked in Captain Arthur's sketch, were built under Grants from the Rajah of Cochin, and that the Dutch had no claim to any part of Mattancherry beyond their said premises.

16. Unless it should be clearly proved on the part of the advocate, for the extension of the Dutch limits in the village of Mattancherry, as far as the Cross

in the Bazar, that previous to the rupture during the Government of Sineff occasioned by the pretension on the part of the Dutch to advance their boundary on the side of Mattancherry and Cheralye, their claim to the boundary as far as the said Cross was admitted, and that in the relinquishment on the part of Moens in 1772 of the claim to the said extended boundary, a reservation was understood by the contracting parties of that part of Mattancherry extending to the Cross, I should be of opinion that the relinquishment must be considered to have included the whole of Mattancherry, as even allowing that it was the revenue accruing from, and not the ground itself, that was given up, where was the necessity of giving up the Revenue from that part of Mattancherry acknowledged to be written the Dutch boundary, and which had nothing to do with the cause of the rupture.

17. At the same time that, I am of opinion, from the best consideration I have been able to give to the Evidence on both sides, that the claim of the Dutch to any part of Mattancherry, ought to be understood as having been virtually relinquished by Moen's Convention. Yet I am far from concurring in the opinion expressed by Captain Arthur, in his letter to the Resident in Travancore dated 5th June 1813, that it was one of the avowed objects of the Treaty to fix the boundary, and that it was on that occasion specifically fixed to be, the bridge at Calwetty and the course of the Canal called the Nada Todo. There is Mr. Moen's own report to the Supreme Government at Batavia, to the contrary, much less can I credit the Verbal information which he mentions as having been given by certain aged persons, who state that they accompanied Mr. Moens when he in person perambulated and marked the boundary of the respective States.

18. Should it be considered that the claim of the Dutch to the Village of Mattancherry, as far as the Stone Cross and from thence in a line in a South Westerly direction running along the rear of the Garden Houses (two of which only are marked in Captain Arthur's Map though there are three) till it joins the Ditch or Nulla called Cheralye Tekay Todo, and to the spot where this runs into the Nada Todo or Canal as determined by the Government of Bombay, is untenable, I think however that the ground occupied by, and that in front of the range of small shops on the South Eastern side of the Calwetty bridge, and which appears held under a Grant from the Dutch Government in 1770 should be considered and declared as an exception.

19. It hath been stated to me by Evidences on both sides of the question, that the whole of that narrow slip of ground forming the Commencement of Mattancherry on the South-East reckoning from the Fort, extending from the Calwetty bridge to the lane striking down to the Westward, was still about the year 1768 completely under water, and that there being then no bridge (the present is stated not to have been built till after the Settlement of the rupture in 1772) the communication between Mattancherry, which then only extended to the lane abovementioned, and the limits of the Fort of the North Westward, was carried on by a fer[r]y boat which plied between the upper part of the said lane, and the building belonging to the Dutch, called in Captain Arthur's Map the Molaga Sarambikul or Pepper Ware-house.—About this time several individuals undertook to embark and drain off several portions of the flooded Nook, for the purpose of erecting Shops and Warehouses, among others the person named Anta or Ananda Shetty the Dutch Native broker mentioned in this Report applied for and obtained a Grant of all the ground that he might be able to recover from the Water immediately Contiguous to and indeed forming a Continuation of the spot of ground lying to the South Westward which as will appear by Captain Arthur's sketch is nearly insulated by the 2^d and 3^d of the branches of the Calwetty inlet, and which ground was the property of the Dutch and is now held under a lease from the Collector for 20 years.

20. The ground thus recovered is that the erection (stated to have been a new pretension) of a Chowkey on which about two years after, we had possession of the Fortress of Cochin, and occasioned much discussion with the Rajah, and led to the investigation by Lieutenant General Stuart, and ultimate decision by the Government of Bombay, establishing the boundary of the Fort, as hath already been mentioned.

21. The Rajah claims it as within Mattancherry and consequently within his boundary. He has further on the occasion of the present enquiry produced

what is said to be the Copy of a Teettara or Royal Grant, to the above mentioned Ananta or Ananda Chitty, dated in the Malabar year 943 of the ground in question. A person was now produced, who deposed that, he had seen on a certain occasion many years ago, the said Original Grant in possession of the Granter. The existence of any such I absolutely disbelieve, and is positively denied by the family of the said Ananda Chitty.

22. Since Captain Arthur's Survey by which the Calwetty bridge is made the boundary between the Fort and the Rajah's territory of Mattancherry, the obnoxious Chowkey hath been re-established though I believe merely for the purpose of preventing the smuggling of salt into that Village from the Fort limits.

23. I am aware that what I have stated above as to the limits of the Dutch Settlement of Cochin, still leaves the question of right in great uncertainty. However admitting that the decision thereon passed by the Government of Bombay in 1800 be not considered as final and conclusive, and that it is still open to revision, the opinion I have formed on the grounds detailed in the preceding part of this report is that subsequently to the year 1772 the Dutch Government of Cochin have never claimed, asserted, or exercised a right of Sovereignty over any part of the Village of Mattancherry to the South Eastward of the Bridge of Calwetty, and that the claim it possesses to certain tracts, beyond the Canal, called the Nada Todo, is merely of a private Nature and conveys to it no right of Sovereignty over the said lands or the adjacent districts.

24. Exclusive of that part of Mattancherry just mentioned, there is no other dispute in respect to the limits of the Fort which, with the said exception, are accurately delineated in Captain Arthur's Sketch.

25. In regard to what that officer hath stated in his report to the Resident in Travancore, formerly quoted, as to the nature of the tenure on which the Dutch Government acquired, and have hitherto held the small tract on the Island of Veypeen opposite the Fort, I cannot see any valid reasons why we should not continue to exercise Jurisdiction over the same, our title to which hath never, I believe, been called in question.

26. In regard to the other divisions of this point of enquiry committed to me by the orders of Government viz^t the nature and extent of the Jurisdiction, which from long usage and in some respects under the provisions of certain treaties and conventions made between the Dutch Government and the Rajah of Cochin, the said Government was considered to possess, and to have more or less exercised over the people originally Natives of Canara, and Concan named Canareese and Concanes; principally resident in Cheralye, Wannear and Tattans, resident in Amarawuttee; a small remnant of a Jewish tribe, settled towards the Southern extremity of Mattancherry and lastly the Native Converts to Christianity of the Latin rite, dispersed in various parts of the territory of the Rajah of Cochin.

27. First in respect to the three first classes of the above Viz^t the Canareese, Wannear and Tattans.

28. It is pretended that they settled at Cochin when that place belonged to the Portuguese and were considered as the subjects or at least as under the protection of that Nation. No treaty or written document declaratory of such subjection or of its admission on the part of the Rajahs of Cochin is extant. Those people following chiefly the profession of Merchants, were no doubt of great utility to the European possessors of the Fort of Cochin, with whom, as brokers and agents, they must have had extensive concerns and it was consequently a principal object to get themselves acknowledged as their mediators between, and their protectors from the violence and rapacity of a Native Government; as well as to obtain such a degree of Jurisdiction and control over them as to possess in their own hands the means of enforcing a performance of their Mercantile engagements.

29. The Dutch state though in vague and general terms that they from remote times possessed this Jurisdiction and that they exercised their protecting power over these casts, but what is more particularly quoted and adhered to, is the positive and specific acknowledgments of this protection and Jurisdiction in the Convention entered into by Moens in 1772.

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30. The admission and concessions contained in the document, have always been referred to as the basis on which it is stated the Dutch first, and our Government subsequently, have claimed the absolute Jurisdiction over the Concanies of Cheralye to the total exclusion in matters of Judicial cognizance, of the Rajah of Cochin, notwithstanding they are allowed to be his subjects and in fiscal matters under his Government.

31. On referring to the articles of the Convention in question, even as these are given in the Dutch Copy extracted from their records, it is only stipulated, and that in the clearest terms, that the Concanies are to be subject to the Jurisdiction of the Dutch Courts in matters of Civil cognizance between them and the subjects of the Dutch, and in Criminal matters where the offence is committed against the Dutch or their said subjects.

32. This is a very limited degree of Jurisdiction certainly, and by no means warrants a claim, that class of people shall be considered as removed from under the Rajah's authority in all Judicial matters and amenable only to one Court, whoever may be the Parties litigant.

33. As to the other part of the concessions stipulated by the Rajah in favor of these people, as he cannot be considered as in any degree amenable to the Dutch or our Jurisdiction, they may be considered as a dead letter or which can only be enforced through the means of political discussion and Negotiation.

34. How little these stipulations were regarded by the Rajahs, is clearly seen from the violent conduct of the then Rajah towards the Concanes in 1791 some of whom he put to death, because they resisted a demand of a large pecuniary contribution, against which exactions they were specifically guaranteed by the articles of that convention.

35. The provisions however of the convention in respect to the Wannear and Tattans are full and explicit, the complete Jurisdiction over them being admitted to rest in the Government of Cochin. These therefore can be no objection to our claiming the sole and unmixed Jurisdiction over these people and the district they principally inhabit called Amarawutty, as laid down in Captain Arthur's sketch and which is included within the Dutch boundaries.

36. Whence originated, under what circumstances, treaties or conventions is founded over the Jew Inhabitants of Mattancherry, it is absolutely impossible now to ascertain.

37. It is however sufficiently notorious that, they exercised such Jurisdiction at various periods, and which was more or less acknowledged and submitted to on the part of the Rajahs, but I believe at no former period hath this been more complete and effectual than since the determination of the Government of Bombay on this and other points of difference between our Government and that of the Rajah arising from the rights and privileges claimed by us as successors of the Dutch.

38. The Jews of Cochin, formerly carried on a considerable traffick and as such became, no doubt much connected with the Dutch in the Fort. the same motives for wishing to establish themselves as a barrier to the Rajah's tyranny and avarice, and to secure the performance of their Mercantile contracts, no doubt, operated in regard to them as to the Concanes, and they endeavoured on all practicable occasions to interfere in the concerns of those people, and to protect them against the Native Government, whose subjects, it must be acknowledged, they were.

39. The remaining class of the subjects of the Rajah of Cochin, who have claims upon our protection as successors of the Dutch, are the Native Christians of the Latin rite.

40. The degree of Jurisdiction claimed and acknowledged on the part of the Native Government of Cochin, and which was actually exercised by the Dutch over this description of people, is greatly more satisfactorily defined and established than in the case of the other Classes claiming the same protection.

41. The Rajahs by various public acts and conventions from the acquisition of the Fortress by the Dutch, down to the period of its Capture by the British in 1795 have acknowledged the right of the Masters of the Fortress to the

Jurisdiction over these Christians—the only acknowledgment demanded of them and which was by consent, and through the mediation of the Dutch Governors, as subjects of and as occupying lands in the Rajah's territories, being a small tax on the property so occupied, which was to be collected and paid by themselves or intermediately by the Dutch Government.

42. That the Rajahs of Cochin strictly abided by these conventions and in no instance attempted to exercise the rights of Sovereignty over that class of people cannot be affirmed—though I believe they never formally denied that the Dutch possessed the privilege of protecting them, and controlling their conduct towards them.

43. What incentive, except considering it as a point of honor and duty, the Dutch could have to expose themselves to the constant risk of altercation and irritating discussion with the Rajahs of Cochin, in the assertion of a claim of such an invidious and unproductive nature, it is impossible to say: the motives which no doubt operated with the Governor of Bombay in recommending and the Governor-General in determining that we should insist on the exercise of the Jurisdiction over and protecting power towards these people, were considerations of Justice and humanity. The character of the then Rajah of Cochin, his known inveteracy against that class of his subjects rendering it totally repugnant to those principles to abandon them to his mercy.

44. I feel much inclined to coincide in opinion with the Resident in Travancore, that the endeavours feeble as they were, first on the part of the Dutch, and subsequently by our Government established at Cochin, to extend their Jurisdiction over those people, have only been productive of calamity to those it was meant to benefit and protect. It seems totally impossible to exercise such a Jurisdiction with effect and advantage over a people who are at the same time, both in a political and physical sense, subjects of a distinct power.

45. The obstacles to, and embarrassment in, continuing to exercise the Judicial, whilst in the Rajah is vested the fiscal Jurisdiction, over the Christians being of such a Magnitude, and the political consequences of formally establishing such a divided system, in view to the future restoration of the place to a foreign European power so greatly to be deprecated, could therefore a Course be devised by means of which the future good treatment of these people could be secured on a tolerably certain basis of the nature of that suggested by the Resident in Travancore; agreeably to which the right of protection and control over the Rajah's conduct to those people claimed by the Dutch should continue to be exercised by the British Resident or his Assistant. I am strongly of opinion, that it should be adopted and our pretensions to the exercise of a direct and exclusive Jurisdiction over them by the Court at Cochin be abandoned.

46. The Chief source of difference between the Rajah's Government and these people and of the Jealousy with which they are viewed by the other classes of the Inhabitants is the marked distinction made in their favor in the very inferior rate of taxation they are subject to under Mr. Angelbeck's agreement with the Rajah of Cochin in 1785 on the grounds of which, the Christians claim an exemption from paying any revenue on that part of the lands occupied by them, held in Attepera or free hold.

47. Why that part of a person's property, the produce of which he enjoys without payment of rent or any other deduction should be exempted from contributing to the public revenue, whilst it is demanded on that which he holds in simple lease or as Mortgage (and which tax is in fact ultimately paid by the proprietor and Mortgagee) I cannot on any principle of reason or equity comprehend.

48. The Native Christians can have no claim to be exempted from contributing to the Revenue of the Government, in the same rate, and on the like description of property as is paid by the other classes of Inhabitants. The rate etc., made of taxation might vary and undergo modifications according to the increasing wants of the Sovereign state, and it is absurd to say that a tax imposed 29 years ago on the very outset of taxation, and at a time when the wants of the state were comparatively small, should be considered as immutable.

49. The Christians have still considerable demands on the Government of the Rajah of Cochin for unadjusted claims, on the score of having been ejected from the lands which they occupied on Mortgage, and in some instances on free hold tenures in his territories, which commenced during the short Government of Vanspall two or three years before the Capture of the Colony by the British, without obtaining an adequate, & in some instances any compensation at all for the interest they possessed in the lands in question.

50. The instructions of the Government of Bombay in 1800 were particularly directed to procure to these people an equitable compensation for the claims they possessed of whatever nature those might be, on the lands of which they had been already dispossessed as also in future cases wherein, either on the grounds of local usages in that respect, it was obligatory on, or the voluntary consent of the Mortgagee was obtained, to receive payment of the sum sunk on the mortgage.

51. The Commissioner at Cochin and the President of the Court of Justice, then established were empowered to co-operate with persons appointed by the Rajah in estimating the amount of the compensation due the Mortgagors and dispossessed freeholders,—what progress was made or whether they effected a complete settlement of all claims on account of ejections previous to the period of their appointment. I have not been able to discover from any part of the records of that period I have had access to. But I have seen in the Diary of the Commissioner, a Correspondence between him and the Rajah on this subject dated in August 1800 in which it is stated that the Christians had been called upon to give in statements of their demands on the Lands they had been ejected from by the 15th September following; up to which period the Commissioner states in a letter to Government that of 320 Houses from which, and the lands annexed, the Rajah had expelled the Christians, 25 were held on Atteepera or free hold tenures.

52. I have carefully examined the records of the Commissioner at Cochin, subsequently to the last mentioned period, down to the abolition of that establishment in 1801, and cannot discover any thing relative to this subject.—indeed I have reason to conclude that nothing whatever was accomplished in furtherance of the wishes and Commands of Government in that respect.

53. The Resident in Travancore seems convinced of the Justice and propriety of endeavouring to procure an indemnification to the Christians, who have been expelled from their lands under the before mentioned circumstances; but urges the difficulty, and which he seems to think nearly insurmountable of restoring them to those possessions which have long ago passed into other hands, and on which the present incumbents have valid claims.

54. I think that no considerations of the difficulty and embarrassment attending it should be permitted to interfere, with what appears equally recommended by Justice and humanity and that measures should be immediately taken to ascertain the claims of the Christians, and that a Committee consisting of the Judge and Magistrate of Cochin, and the Assistant to the Resident Lieutenant Blacker should be appointed to investigate the same for the amount due on the mortgages which may have been resumed without such compensation, as also the *bona fide* value of the lands to which they can prove an Atteepera or free hold tenure, and to which from circumstances their restoration to the possession, may be impracticable, which amount in both cases should be made good by the Rajah's Government either at once, or by fixed instalments, the procuring the regular payment of which should be made a particular point of attention on the part of the Resident.

55. To sum up briefly the opinion which on the grounds stated in the preceding part of this report, I have formed in respect to the degree of Jurisdiction which the Court established at Cochin, should continue to exercise over certain classes of the Inhabitants, who stand in various and blended relations to the Native Government and to ours. 1st. The Court is I conceive fully authorized, and should continue to exercise full and complete Jurisdiction over the class of Wannear or Banians and Chitty Tattans, and all other persons residing within the tract named Amarawutty according to the limits of that district as laid down in Captain Arthur's Survey. 2ndly. over the Concanes or Canarees, inhabiting Cheralye, Mattancherry, and other places in all cases of Civil action on the part

of the Government of the Honorable Company or any of their subjects, and in Criminal Matters in all offences Committed against the said Government or any of its subjects. 3rdly. Over the white Jews in the same manner and degree as in respect to the class last mentioned Viz^t. the concanes. 4^{thly} the Jurisdiction of the said Court to extend as a matter of course over, whatever Government may be pleased to determine to be the limits of the territory Dependant on the Fortress of Cochin, as possessed by the Dutch including that part of the Island of Veypeen laid down in Captain Arthur's Survey, as having belonged to that nation, as also over the descendants of the Portuguese residing in Mattancherry.

56. As being in some degree connected with the first point of investigation committed to me, and of which I have delivered my opinion in the preceding part of this letter, I shall now proceed to the third point or the interference on the part of the Cochin Government with the Honorable Company's Custom Department at that port.

57. I am happy in being able to state that the alarm which would seem to have been excited in the minds of the Merchants and traders of Mattancherry, principally from a misconception of the nature and operation of the arrangements adopted by the Government of Cochin in the regulation of the rate of duties to be in future levied on the transit by Land, or the interior navigation by the Rivers and Waters, of Merchandize on its entrance into or exit from the Cochin territories, hath now almost wholly subsided. These rates have been since modified, and at present are 6 per Cent, on the transit into; & 5 per Cent out of the territories of the said district, to be levied at the station where the merchandize shall enter within, or pass beyond the frontier. No duties are demanded on goods in their transit through the district of Cochin, if they do not pass the frontier.

58. I have been further assured by Lieutenant Blacker that it hath been determined that goods on which the Alfandigo Customs on importations by sea have been paid, shall be permitted on production of a certificate to that effect, to pass not only throughout the district of Cochin, but also the frontier, free of duty.

59. I do not consider that under the stipulations in Moen's Convention in 1772 our Government can assume a right to call in question the arrangements that the Government of Cochin may think proper to make, in respect to the duties to be levied on the transit trade throughout its territories. The provisions in the convention in question are merely applicable to the local duties or taxes on articles introduced into Mattancherry. Whereas the late arrangements are for the customs in general throughout the territory of the Rajah.

60. The only ground on which such an interference could be justified is, the consideration of, how far such might affect the foreign trade of the Port, the duties on which are collected for the joint benefit of the Company and the Rajah.

Under the assurance that no further Custom will be demanded on importations by sea, on which the Alfandigo shall have been paid, I am not aware that the Interests of Government are likely to suffer any injury in this respect, and I should certainly think that the operation of the principle of the arrangement in question, subjecting Merchandize to pay one duty only instead of the multifarious exactions that formerly prevailed, must prove generally beneficial to the trading part of the Community wherever they may be resident.

61. I have been likewise given to understand that numerous and heavy duties which were hitherto exacted on articles of provisions, grain and other necessities of life passing into the Village of Mattancherry and the Fort, have been, in pursuance of the same liberal and enlightened principle, abolished.

62. On the second and only remaining point for investigation. The differences that have arisen between the Collector of Malabar on the part of Government, and the Resident in Travancore in support of the claims of the Government of Cochin, in respect to the right to levy Customs on Goods passing by a road from the district of Coymbatore, to the Westward towards Malabar, and the course of which is asserted by one party to run through the Company's territory of Palghaut, and by the other through that part of the territory belonging to the Rajah of Cochin called the Nala Deshum, adjoining to and nearly insulated by the Company's territories in that quarter.

63. It appears to me unnecessary to advert at length, to the respective statements of the Collector of Malabar and on the part of the Cochin Rajah, as to whether the Government of the latter was in the practice of levying duties on goods passing by the road in question at any period, previous to its having become frequented by Merchants trading to the Fair at the new Village, established by the Collector, of Londonagaram or Padonagaram as it is also named. The evidence taken by me on this point is contradictory and inconclusive. But from a personal examination of the road in question, in which I was accompanied by the Collector Mr. Warden and by Lieutenant Blacker, it clearly appeared to me that even admitting that the sovereignty over the precise spot where the Custom chowkey has been erected be doubtful (as an inhabitant of the Palghaut district adjoining and a subject of our Government hath advanced a claim to the property of a tract of the Jungle denominated a Puddy, in the neighbourhood of that spot, but which he had mortgaged many years before to an inhabitant of the Nal Deshum and subject of the Cochin Rajah) yet the continuation of the road through the Jungle as it approaches the Cultivated part the Palghaut District, which it enters at a place name Peralapally runs indisputably through a tract on both sides appertaining to the Cochin Country, and forming a part of the Nellapulle Deshum.—it hence follows that the Cochin Government by moving their station a little further on the road towards the Cultivated country, would have an incontrovertible right to levy duties on merchandize passing thereby.

64. It will be recollected, that it has been stated by the Collector, that the Merchants resorting to the fair at Londonagaram, in consequence of the interruption experienced on the road leading by Eddasherry; had projected another, which by a Circuitous route to the Northward would bring them clear of the Cochin District, but that the claims of the Cochin Government followed them thither likewise, and a Custom station was established in the Jungle at a rock named Neelipara, close to the new line of road leading from the Custom station at Waylantavalam on the Coimbatore frontier.

65. The Collector and myself also visited the spot, and traced the whole line of the road to near Waylantavalam, in this we were accompanied by some of the principal Palghaut Inhabitants, who possess the proprietary right to Puddy or tracts of Jungle, in that in question, as also by some of the Inhabitants of adjoining districts of the Nala Deshum, and particularly by a person named Chondate Mannadee *alias* Poodimana Pannikar, who is also proprietor of several tracts of the same description.

66. It then appeared that the said Chondate Maunadee possessed the Puddy through which the road passed for about one and half miles of its course, but that the bounds of the said Puddy extend only a very short distance on either side and that the Puddies belonging to Rackonath Caunial, Shampatte Maunadee and Waddasherry Maunadee, subjects of the Company, and Inhabitants of the Palghaut District, surrounded that belonging to the said Chondate Maunadee in every direction.

67. In discussing this matter with Lieutenant Blacker, whose candid, conciliatory and obliging disposition manifested through every part of the investigation committed to me both at Cochin and Palghaut, I have much pleasure in taking this opportunity of acknowledging, he acquiesced in the reasonableness of withdrawing the Custom chowkey, and leaving the road free to whoever chose to use it—indeed the establishment had not been attended with the smallest advantage as not a single article had passed by that road for several months preceding, the Merchants having discovered the means of avoiding the spot where the Collectors were stationed, by striking off to the Northward and crossing the Wulliar River near the boundary of the Neelepara Puddy, and that belonging to Shampatte Mainadee before they entered the former.

68. I should therefore hope that no further dispute will take place respecting the right of the two Governments to assert a Control over the roads leading from Coimbatore into the Districts of either.

69. I must however take this opportunity of noticing that I consider the officers of the Cochin Government in the Nala Deshum have begun rather

prematurely and with but little moderation to assert and act upon the rights which they conceive they possess under Captain Arthur's Survey to the extent of Forest which that survey allots them.

70. From the personal observation both of the Collector and myself, it appeared very obvious that part of the sketch which includes the North Eastern boundary, he hath assigned to the Nala Deshum is very inaccurate. Captain Arthur indeed mentions that he did not actually survey it and that this together with a great part of the Eastern and Southern boundary, was laid down from Native information and descriptive documents supplied by the Cochin Government.

71. In the local investigation both at Eddasherry and Neelepara, we were attended by two of the Gownda chiefs of Coimbatore viz^t. Gopan Gownda and Erappa Gownda, the former of whom is also a landed proprietor in Paulghaut.

72. Those persons made heavy complaints that since Captain Arthur's Survey, the officers of the Cochin Government have advanced claims which they never before did to parts of the Jungle to the Eastward, which have always been considered as within their, the said Gownda's limits, and that they formally warned some of the people of Gopan Gownda, who were cutting wood and collecting other productions of the forest to desist, and that if they continued to do so, the person so trespassing would be seized and sent into confinement to Chittoor.

73. Erappa Gownda in particular stated that some persons employed by him in Cutting timber within his hitherto undisputed limits were seized and with the Bandy and Buffaloes they had with them, carried away to Chittoor where they are confined, and the Bandy and Cattle detained, to that period.

74. To take cognizance of this matter did not enter into my instructions, nor in fact had I the means of ascertaining the merits of the case. It is however very desirable that means should be taken to define with all practicable accuracy, and lay down a line of boundary of the tract of forests belonging to the Nala Deshum to the Northward, Eastward, and Southward, and that this should be done by an actual professional survey in the presence of all interested, and not as hath been the case in the present on the information of one party only, and from vague and partial description.

ENCLOSURE (1).

Extract of a Letter from Major Alexander Walker dated 13th March 1800.

In point of fact, the district extending from the stone Cross, or, rather the first lane in the rear of it, striking off to the right, and passing by the Garden house of the Dutch Major Dekan, and bounding by the Nula that leads to the second Bridge, behind the Canareen's Bazar comprises the true limits of the Fort. This is the open space, or plain mentioned in the Dutch proceedings, but is at present entirely occupied by Trees and Houses.

The property is, likewise greatly, intermixed here, the greater part having fallen into the hands of the Rajah, while some belongs to the Company, and the rest to individuals: it is partly, upon the basis of this private property, that the Rajah asserts his title to the Sovereignty, and jurisdiction of the district. In all the discussions with this Prince, it was impossible to make him separate his private, from his public rights. He continually confounded the profession exercised as a Merchant, and the possessions which he has acquired by purchase, with the prerogatives of Supreme power and the allodial inheritance derived from his ancestors. It is under this idea that he has adopted a Policy of purchasing, or of taking possession by less fair means of all the houses, or Grounds within his reach, in the neighbourhood of the Fort. But although I have here stated the second Bridge, or Nulla to be the boundary of the former limits, and supported this opinion in my conference with the Rajah; I am aware that the Dutch have not, for a long period, extended their Jurisdiction, beyond the first bridge, or Nulla, and from this circumstance as well from the Rajahs having got possession of almost all the property, between these two points, I never expected that he would have come to any reasonable adjustment on the first demand. But as I am persuaded, it would have met with the same opposition had the claim been diminished to the lowest scale. I did not think myself warranted to surrender, or even to waive, any part of what I conceived we are in point of fact entitled to.

ENCLOSURE (2).

A Translation of the substance of the report of Governor Moens and his Council to the Government of Batavia on his convention with the Cochin Rajah, dated 4th March 1772.

We have the honor to acquaint your Excellency in Council, that the dispute with the King of Cochin as to the jurisdiction over the disputed spot of Ground and the people

inhabiting the same is by God's favour happily decided, and that everything is now in peace and quietness.

The negotiation lasted rather long, and we entertained little hopes that we would bring matters so far, as we did, and should have availed ourselves of the authority with which we were furnished by your Excellency in Council to use in case of necessity, had we not in secrecy been able to learn, how much the King of Travancore had taken part in the case, and how far the King of Cochin was dependant on Travancore and lastly how long we would be able to support our rights without however hazarding ourselves too much.

We find ourselves obliged to assure your Excellency in Council, that we are convinced that the King of Travancore is at the same time King of Cochin, and that the King of Cochin has the bare name of King, he is allowed to reign by the King of Travancore merely for the sake of the Company—the Company being aware of it, ought to dissemble the same and openly to treat the King of Cochin as their ancient Ally and the Actual King of Cochin, without which there will soon be an end to this Chieftain, when the existing partition Wall (the separation between the Travancore and Cochin Countries) will fall down whereby Travancore will become our immediate Neighbour—thus we have actually had the dispute about the boundary and the Canareens with the Rajah of Travancore, but nominally with the Rajah of Cochin.

When the Attinga's debt was paid, we found out, that the King of Cochin could not give up the disputed Boundary and the Canareens—and should he have consented to do so, the Travancore would immediately come forward, and claim the same in the name of the King of Cochin and take possession of them, and we would have then had to settle with Travancore, and undoubtedly to give up our rights thereon, not to say of any spiteful and ill consequences that may thereby ensue. We have therefore judged it best in order to preserve the dignity of the Honorable Company, to procure the restoration of the expences incurred by them and the abolition of the innovation regarding the duties at Muttoncherry (which is the origin of the dispute) and then to leave things as they stood previous to the dispute taking place, for the Company are the same and may still claim their jurisdiction over the boundary when times are altered and become more favorable—We did not therefore relinquish the Company's rights on the same; but have on the contrary made use of the last word: and on making over the revenues derived therefrom, we have reserved the power of revoking the same eventually.

And as we had a chance of keeping entirely the silver-smiths and Banians and their Hamlets under us they being nearer to the Fort, and are living between us and the Canareens, so they and their Hamlets are kept entirely from under the Rajah and further to remove the former disputes as to the Canareens and their Pagoda, we have stipulated the direction over them, and placed the same on sure grounds.

However we have in vain attempted to fix the boundary as proposed by your Excellency in Council nor could we do anything in it, as we plainly observed that His Highness's mind was fixed. He also denied, when the Travancore lately invaded his country, having acknowledged the Company's superior authority over the Canareens, saying that, His Highness also had this report and that there was nowhere any proof thereof (as we have not been able to find any old respecting it) and it being indeed the case, it would appear only as if it was for fear of Travancore, that the invasion was to be prevented by the Company: in short, there was no means of persuading him: We have in consequence determined to indulge him on his refunding the expence of the war.

Here follows Mr. Moens's report respecting the debates which he had with the Rajah about the payment of the expenses of War &c. and then begins again as follows Vizt.,

We therefore sent the following letter by the same confidential person who took our last Secret Message to His Highness, with a particular warning that if there was no answer sent to that letter, that we would abandon all further negotiation, and would leave the consequence to His Highness's account.—In which letter we persisted in our rights over the Boundary and the Canareens, but the revenue and the management thereof we made, conditionally, over to His Highness, thinking the less His Highness's replies to the Boundary and the Canareens, our claim will more or less be thereby established.

We have in the same letter added about the protection of the Jews, which was always a Bridge of an Instrument, and altho' they live in the Rajah's own country, and close to His Highness's Palace still the Company used to afford them a kind of protection, and they were in some respect subject to their Judicial sentences, they (the Jews) acknowledged and do still acknowledge the Governor as the highest authority, and when they do not conform to the Decree passed by our Courts, their persons were subject to confinement and their property to public sale; but as the Jews make use of both the Rajah's and the Company's protection (which may best suit him occasionally) we have therefore on the present occasion drawn our attention to that subject also. The letter herein alluded to is as follows:—

"Here follows Mr. Moen's letter to the Rajah of the 10th February 1772—and then the conclusion of this report."

(Sd.) A. MOENS.
(Sd.) D. KELLEY.

ORDER—DATED 16TH AUGUST 1814.

Mr. Clephane, the Commissioner appointed to ascertain the proper limits of the Court of Judicature at Cochin, and to investigate the complaints preferred against the Native Officers of that state by the Collector of the Revenue and Deputy Collector of Sea Customs in Malabar, having completed his inquiries, the Board proceed to the consideration of his Report, which is now recorded.

The Board regret with Mr. Clephane that, notwithstanding his diligent inquiry, he has been unable to establish by direct evidence the ancient boundary of the Dutch Settlement of Cochin; for although from the documents before them, a decision may be formed on equitable principles to the equal satisfaction of the two states immediately concerned in it, yet as the possession of Cochin was not confirmed to the British Government by the Treaty of Amiens, it must be kept in mind that in the event of its restoration to the Dutch on the conclusion of a General Peace, their former pretensions may be revived, when any decision now passed in opposition to those pretensions will be resisted as invalid and unjust. The Commissioner appointed by the Board appears however to have discussed the question fairly; and while the terms of the first Treaty between the Dutch and the Rajah of Cochin, are far from establishing that the esplanade allotted to their Fort, was intended as territorial cession, no doubt is entertained of the correctness of the opinion formed by Mr. Clephane, that admitting them ever to have possessed the right of sovereignty over any part of the village of Mootuncherry on the ground of that allotment the right was virtually abandoned under the Convention concluded by the Dutch Commissioner Moens for the termination of all differences with the Rajah in the year 1772. It is evident indeed that such was not their intention, but that they secretly reserved the claim for a more favourable opportunity of urging it. But it is also evident from the very language of the treaty and of the letter previously addressed to him, that pains were taken to impress the Rajah with a different belief, and it follows on every principle of equity, even if the letter of the Treaty were not sufficient, that the present Rajah is entitled to the benefit of that agreement according to the sense in which his Ancestor was understood to sign it.

In regard to the ground on the south-Eastern side of the Calwatty Bridge, which is described in the 18th Paragraph of the Commissioner's Report, the Board are not immediately prepared to pass a decision favourable to the interests of the Rajah. Considering the manner in which it was originally cleared and has continued to be held and occupied, there is every reason to apprehend that in the event of the restoration of Cochin to the Dutch Government, they could not be persuaded to relinquish their pretensions to the absolute possession of that tract; while on the other hand it does not appear that either the letter or the spirit of the Convention of 1772, could be successfully pleaded against their claim. Adverting therefore to the earnest recommendation of the Commissioner, who certainly has manifested much attention to the just interests of the Native Government of Cochin, that the tract in question shall be included within the local limits of the jurisdiction of the Court now established at Cochin, the Board are willing to believe that on receiving a proper explanation, the Rajah will cheerfully remove the apprehension of future difficulty and misunderstanding, by his formal acquiescence in the proposed arrangement. The resident in Cochin will take the earliest opportunity of confirming or correcting this persuasion and in the meantime it is Resolved, subject to the result of his report, that the line of demarcation, laid down in the sketch of Captain Arthur of the Engineers to which Mr. Clephane has particularly referred, being so extended as to include the tract here specified, and that part of the Island of Veypeen respecting which there is no dispute, be declared to have been the real boundary of the territory possessed in sovereignty by the Dutch Government at Cochin, and that the local limits of the British Court of Judicature now established there, be also fixed accordingly.

The Board have not any difficulty in deciding that the foreign casts, resident in the Country of Cochin, either within or without the local limits of the Court, are entitled to the same protection from the British Government as formerly from the

Dutch; and it only remains to be considered in what manner that protection may be most conveniently and beneficially afforded. The Wannear and Tattans will accordingly remain subject in all cases to the authority of the Judge and Magistrate of Cochin, within the local limits of whose jurisdiction it is understood that they principally reside. But with respect to the Canarces, Concanes and White Jews, the jurisdiction of that Court will be confined in civil cases to the determination of disputes between them and British or Dutch subjects; while in criminal cases, where the offence shall have been committed against the British Government or British subjects, in the most extensive meaning of the term, they will also be amenable to its decrees. It will be observed that the jurisdiction thus established is conformable to the Dutch Treaties, and may be easily transferred to that Power in the event of the restoration of Cochin. Considering however other stipulations in those Treaties, and the interest manifestly taken by the Dutch Government in the concerns of the foreign casts residing in Mootuncherry, the Board are apprehensive that in the event supposed, the privileges of the Canaroon Pagoda and the taxes levied on those casts by the Native Government may be productive of much discussion. It will therefore be the duty of the British Resident to adopt early measures for preventing any just ground of complaint, by securing the Pagoda will further guard against the establishment of any Custom Chokey in Mootuncherry, the operations of which may be attended with real annoyance to the inhabitants of the Town of Cochin or of its dependent districts.

The Board feel themselves bound by the most sacred obligations to fulfil the desire evinced by the former Government of Cochin, to secure the Christian subjects of the Rajah from the oppression to which they are exposed under the Sovereignty of a Native Prince, and believing, as they do, that the Dutch in their protection of the Christians were purely influenced by considerations of humanity and religion, they do not apprehend that it can involve the British Government in any future altercation with that state, if they now employ the superior means which they possess for the accomplishment of their common object. The dispatches of the Resident and the Report of the Commissioner appear to afford sufficient evidence that former arrangements have not only been inadequate for the purpose, but have been more productive of calamity than benefit to the sect them, to which in reason they were not entitled, they have been exposed to grievances and oppressions in a degree unknown to the other subjects of the Rajah. The Board are disposed strongly to concur in the opinion of Mr. Clephane, that to ensure the good treatment of these people they must cease to be rendered objects of jealousy, and should be placed in every respect on an equal footing with their fellow subjects. It is accordingly Resolved in conformity with the suggestion of the Commissioner that the Christian subjects of the Rajah be not placed under the jurisdiction of the Court at Cochin, but that the Resident in concert with the Judge and Magistrate, be desired to submit a detailed arrangement for securing to them an impartial administration of justice in the name of their legitimate Sovereign but under the guarantee and general superintendence of the British Government. The unadjusted claims of the Christians against the Government of Cochin, will receive the particular attention of the Resident, as pointedly suggested by the Commissioner.

While they pass the foregoing Resolution, the Board are well aware that the management of the Revenues of Cochin being vested in the British Resident, any plan for placing the administration of justice to the Christians under the superintendence of the same officer, will be received by them with great distrust. There is perhaps but one remedy for this evil, and the Board would accordingly be most happy if the general condition of affairs in the Country of Cochin, and the mutual interests of British Government and the Rajah, would admit of the immediate separation of the two offices of Resident and Dewan. As it is, they must rely on the zealous and considerate exertions of the Resident, and the Judge and Magistrate, to encourage the Christian subjects of the Rajah to confide in the good intention of the British Government, and to be satisfied that the sole object of any new arrangement is to secure to them the perfect enjoyment of their

civil and religious rights, on the natural condition, common to all subjects, of obedience to the Laws, and an equal participation in the necessary burthens of the state.

Ordered that, a Copy of the foregoing Resolutions be furnished to the Judicial Department, with a view to the early amendment of the existing Regulation for the establishment of the Court of Judicature at Cochin.

The Board are happy to observe from the Report of the Commissioner that, whatever ground may have originally existed for the complaints preferred by the Deputy Collector of Sea Customs in Malabar, regarding the interruption of Trade at the Port of Cochin, it has ceased to exist; and accordingly it is deemed sufficient to direct that an Extract of that part of the Report be furnished to the Board of Trade, for their information and guidance.

The Board are also happy to observe, that the personal conferences, which took place in the district of Nala Deshum between the Commissioner, the Assistant Resident in Cochin and the Collector of Malabar, appear to have established a right understanding in regard to the levy of duties from Merchants passing through that district from Coimbatore to Malabar; and that disputes similar to those, which had arisen on that point, will not probably again occur. The Board further hope to be informed, that past complaints have been adjusted to the satisfaction of all parties. Ordered however that an Extract from the Commissioner's Report on this subject, and a Copy of the Resident's voluminous dispatch, under date the 26th of February last, be sent to the Board of Revenue, and if the grounds of complaint alledged in that dispatch have not already been removed, it will become the duty of the Resident and the Collector to endeavour to give full effect to the labors of the Commissioner, by establishing a direct correspondence with each other, which if conducted with impartiality and temper cannot fail, it is presumed, to produce a satisfactory termination of every difference, in the manner most convenient to the Public Service. The favorable testimony borne by Mr. Clephane to the liberal and conciliatory disposition manifested by the assistant Resident Lieutenant Blacker, in the course of the late enquiry has been particularly pleasing to the Board.

The Board regret the precipitancy and violence with which the Native Officers of the Rajah of Cochin, are reported to have acted against certain subjects of the Honorable Company on the ground of an imperfect survey of the boundary of Nala Deshum, executed by Captain Arthur of the Engineers. It is expected that the persons and property seized on the occasion of the supposed trespass will have been released without unnecessary delay, and that all proceedings liable to create disturbances and to embarrass the question in dispute, will be mutually suspended by the authorities in Cochin and Malabar, until the boundary shall have been finally ascertained. The Resident and Collector will accordingly communicate with each other on this subject without loss of time, and will apply to the Government for any assistance, which they may deem requisite to determine the real limits of the two Countries, as they come in contact by an accurate and impartial survey.

Resolved that the approbation of the Board be conveyed to Mr. Clephane, for the very satisfactory manner in which he has discharged the special duty recently entrusted to him.

Ordered that a Copy of these Proceedings be furnished to the Resident in Cochin, and that he be desired to lay before the Board, being first certified by Mr. Clephane, a sketch of the local limits of the Court of Judicature at Cochin, now established.

Ordered that, such part of these Proceedings as relate to the affairs of the Company in Malabar, be extracted for the information and guidance of the Board of Revenue.

XXV.—PUBLIC CONSULTATION, DATED 16TH SEPTEMBER 1814.

Letter—from D. HILL, Esq., Secretary to Government.
 To—the President and Members of the Board of Trade.
 Dated—Fort St. George, the 16th September 1814.

I am directed by the Honorable the Governor in Council to transmit for your information and guidance the accompanying Extract of a Report from the Commissioner at Cochin dated 15th July last together with copy of the resolution passed thereon by the Honorable the Governor in Council on the subject of interruption of Trade at the Port of Cochin.

XXVI.—POLITICAL CONSULTATION, DATED 21ST MARCH 1815.

Read—the following paper :—

Letter—from J. MUNRO, Esq., Resident in Travancore.
 To—the Chief Secretary to Government, Fort St. George.
 Dated—Quilon, the 3rd March 1815.

I have the honor to transmit to you a Map exhibiting the boundary of Cochin as determined by the recent orders of the Government. Mr. Clephane has seen the Map and certified its correctness; and I beg leave to recommend that the Judge and Magistrate at Cochin may be desired to mark the boundary in concert with the Resident according to the manner in which it is delineated in that document.

Letter—from G. STRACHEY, Esq., Chief Secretary to Government, Fort St. George.
 To—the Judge and Magistrate of Cochin
 Dated—the 21st March 1815.

Para 1. I am directed to transmit to you the enclosed Map shewing the boundary of the Dutch Possessions at Cochin as determined by the Governor in Council on the 16th of August last. The Governor in Council desires that you will immediately proceed in concert with the British Resident in Cochin to mark out the Boundary accordingly.

2. You will return the Map to this office as soon as you shall have performed the duty now presented to you.

Letter—from G. STRACHEY, Esq., Chief Secretary to Government, Fort St. George.
 To—Lt. BLACKER, Ag. Resident, Travancore & Cochin,
 Dated—the 21st March 1815.

I am directed by the Right Honorable the Governor in Council to transmit for your information and guidance the enclosed Copy of a letter dispatched to the Judge and Magistrate of Cochin of this date.

XXVII.—POLITICAL CONSULTATION, DATED 10TH JUNE 1815.

Read—the following paper :—

Letter—from S. MONEY, Esq., Judge and Magistrate, Cochin.
 To—G. Strachey, Esq., Chief Secretary to Government, Fort St. George.
 Dated—the 26th May 1815.

I have the honor to acquaint you that the boundaries of the Dutch possessions at Cochin have been marked out conformably to the map which accompanied your letter of the 21st March.

I have the honor to return that Map agreeably to your direction.

ORDER—DATED 10TH JUNE 1815.
 Recorded.

XXVIII.—POLITICAL CONSULTATION, DATED 8TH MARCH 1816.

Read—the following, papers:—

From—J. MUNRO, Esq., Resident in Travancore and Cochin.
 To—the Chief Secretary to the Government of Madras.
 Dated—Quilon, the 24th February 1816.

I have had the honor to receive your letter forwarding to me, for my consideration and report, a letter from the Board of Trade dated the 14th September last, together with one from the Acting Collector of Sea Customs in Malabar relative to the Payment to the Rajah of Cochin of a share of the Alfandy or Sea Customs of the port of Cochin.

The Acting Collector has objected to the payment of those duties to the Rajah on the ground that His Excellency has violated the conditions, on which they were stipulated to be paid to him by the Dutch Treaties and the state of the question rests exclusively upon the point whether the conditions mentioned by the Acting Collector formed a part of any treaty or engagement concluded by the Rajah. The condition on which the Rajah was entitled to a share of the Alfandy was, according to the acting Collector's report, that all the trade of His Excellency's dominions should pass entirely through the Port of Cochin—the Acting Collector affirms positively in his letter that this condition formed a part of the treaty between the Rajah and the Dutch of 1698—although he acknowledges in a note that "he has not been able by a perusal of the treaty to ascertain this fact, "but this was a 'sine qua non' either of that or some subsequent treaty is "notorious." And the Acting Collector corroborates this statement immediately afterwards by affirming that the "intermediate treaties (including those of "Governor Moens and Van Angelbeck) either confirmed this (the Alfandy) "allowance on the terms on which it was originally granted or made no mention "of it whatever". In these arguments, intended to invalidate a right sanctioned by nearly two hundred years continued possession, no specific fact or evidence whatever is adduced. Certain conditions are said to form a part of the treaty of 1698—at the same time it is stated that those conditions are not to be found in the treaty, but that they notoriously formed a part of that or some other treaty; and it is afterwards affirmed that the same conditions are either confirmed or not mentioned at all in the subsequent treaties. I agree entirely with the Acting Collector that the conditions which he has brought forward are not to be found in the treaty of 1698—and I can with confidence assert that they never entered into any treaty or agreement concluded between the Rajah of Cochin and the Portuguese, the Dutch, and the English the three Powers who have successively occupied the Port of Cochin. In the treaty of 1663—the first concluded between the Rajah and the Dutch, various stipulations regarding the trade of the Rajah's territories are introduced: but no prohibition is found against the exportation of the trade of the Country from any of its Ports. In the next treaty of 1698 the customary share of the Alfandy duties is expressly guaranteed to the Rajah without imposing any restrictions whatever on the exportation of the produce of the Rajah's dominions from any of his Ports. No restriction of that nature is found or even alluded to in the subsequent treaties concluded with Governor Moens in 1772, and with Governor Van Angelbeck in 1790. After the conquest of Cochin by the British Government a letter dated the 9th of April* 1800, was addressed to the Rajah by Mr. Duncan, the Governor of Bombay for the purpose of explaining and determining the relations between His Excellency and the British Government. The Rajah was considered at that time to be hostile to the English interests: and Mr. Duncan was desirous of circumscribing his power and resources within the narrowest practicable limits. Mr. Duncan fully recognised the Rajah's rights to a share of the Alfandy duties on certain conditions, but in the discussion of those conditions no mention whatever is made of those restrictions which are stated by the acting Collector to have formed a part of the Dutch Treaties. The Rajah and the inhabitants of Cochin have, in strict harmony with His Excellency's engagements, exported the produce of the country through

* Vide Judicial Consultation, dated 11th September 1812.

all the ports and avenues of his dominions. Nor has their conduct in this instance been considered either by the Dutch or the English Governments to invalidate his claim to the Alfandy Customs until the receipt of these customs was transferred about three years ago from the Collector of Malabar. That the Rajah and his subjects have always exported the trade of the Country through all the ports of his territories, has been proved by an examination of the Custom Accounts of those ports, and by the evidence of all his public servants. Indeed the Rajah to whom Mr. Duncan's letter was addressed, formed a commercial station at the port of Coolpatty in his dominions, erected Warehouses there, constructed a canal to that Place for the convenience of trade, and carried on his commerce there without being considered by the Dutch Government to act in opposition to any of his engagements. On this subject I forward a letter from Nunjah Piah one of the Rajah's Principal servants written while the Assistant Resident was at the Presidency last year. In examining all the engagements of the Rajah and the uniform practice of his Government no reason whatever can be discovered for withholding on the grounds advanced by the Acting Collector, the usual share of the Alfandy customs from the Rajah. The payment of that share was calculated upon in determining the present subsidy, and the Rajah has certainly in no case violated the conditions upon which it was originally granted to him. In order to obtain fuller information upon this subject I judged it proper to refer it to the consideration of the Assistant Resident, and I forward to you his report regarding it. His letter is written with the clearness and temper that distinguish his official conduct, and will be found to afford a full illustration of the justice of the claims that he had advanced on the part of the Rajah's Government.

ENCLOSURE (1).

Letter—from NUNJAH PIAH, Cochin.
To—Colonel J. MUNRO, Resident in Travancore.
Dated—the 4th August 1815.

I beg leave to report that, agreeable to instructions received from the Assistant Resident, I have examined the Records at Trepontora, and have found the Treaty concluded between the Honorable Dutch Company, and His Excellency the Rajah of Cochin on the 6th April 1698, a translation of which, I have the honor to forward herewith, by which it appears that the Sircar is lawfully entitled to a share of the Alfandy Collections and that this right was readmitted by the Treaty in question, on permanent terms, for to help to defray the expences of the kingdom. There is no mention made here of any restriction, binding the exportation of the produce of the Cochin Territory through the River at Cochin, or forbidding their being Exported at Coolpully, Pallipport, Allepey or other places, and notwithstanding I made the strictest enquiry to know if there exist any writings, or it be known by any of the old Inhabitants, that ever any contract or agreement was made confirming the exportation of the Goods of the Cochin Territory to the River at Cochin, or prohibiting their being taken to sea by Coolpully, Pallipport, Allepey or other places, all the information is in the negative—and I have obtained a few kychit to this purport, which is now Translating and will be sent by tomorrow's Post.

I went in person to Coolpully and have learnt that the late Rajah of Cochin which [sic] Died at Trichore, cut a channel on purpose from the River to the Coolpully Colagam to facilitate the exportation of Goods by sea from thence, and that the produce of his Territory were freely embarked at that place after levying the Sircar's duty on them.

ENCLOSURE (2).

Letter—from J. BLACKER, Esq., Asstt. Resident, Travancore.
To—the Resident in Travancore and Cochin.
Dated—Cochin, the 20th November 1815.

I have the honor to acknowledge your letter of the 28th ultimo, enclosing a dispatch from Government containing a statement by the Acting Collector of Sea Customs in Malabar forwarded thro' the Board of Trade, in reply to a claim of the Cochin Government to a share in the Alfandy or Sea Custom Collections at Cochin.

As the acting Collector of Sea Customs grounds his reasoning to refute the Rajah's Claim to a share in the Sea Custom collections, to the notorious Breach of ancient Treaties with the Dutch Government, and violation of former usage in permitting any part of the Trade of his country to pass elsewhere than thro' the Fort of Cochin. It will be sufficient, I trust

in reply to confine myself to a refutation of these two points, on which the acting Collector appears principally, if not solely to rest his arguments.

The acting Collector refers in the 4th Para of his dispatch to the Treaty of the Rajah with the Dutch Government of 1698, which stipulates, he says, "that the Rajah should receive a share of the Alfandingo or Sea Custom Collections on all goods imported at Cochin, on condition that the whole of the Rajah's Trade should pass thro' that port alone. This share was granted to the Rajah of Cochin as a *gratuity* in order to enable him to support his rank with becoming splendor."

After an attentive examination of the whole of the Treaties which have subsisted between the Rajah of Cochin and the Dutch Government, which are now forthcoming either among the Rajah's records at Trepontora or those of the late Dutch Government under charge of the Judge and Magistrate of Cochin, I believe I may venture to affirm that there is no Treaty whatever which specifies that the whole Trade of the Cochin Country shall be constrained to pass thro' the Port of Cochin, nor can I perceive the smallest trace in this or any other Treaty of such an absurd condition. The Rajah possessed a share of the collections in the time of the Portuguese, to his title to it is acknowledged in the Treaty of 1663 with the Dutch and it appears to me to have been a stipulation of his ancestors on permitting the former Nation to settle at the mouth of the river. A grant made to them, most probably, to assist in defraying the expences of guarding its entrance.

The Treaty of 1698 from which the Acting Collector infers the aforementioned condition to have been a *sine qua non* contained in it, or 'some other Treaty' as a notorious fact, in reality contains no such stipulation.

On the contrary by the 1st article the Rajah is empowered to reserve for his own Trade 500 Candies of Pepper to be exported free (The whole produce being stipulated for in the Treaty of 1663) and by articles 2^d. the share of the Alfandy and the Pepper duty is continued, not as a *gratuity* but on the urgent remonstrance of the Rajah, that without it had not the means of supporting his Government.

The next agreement entered into with the Dutch where the Customs are noticed, is that with Moens of 1772. This relates merely to the duties to be levied in Muttoncherry and Cherloy comprising from the most northern part of the Fort, to Cochee Angady a little south of Jew town, an extent of about 3000 Yards N. and S. and E. and W. nor quite that distance, between the Back water and the Sea, within which space the whole of the merchants resided and had their Warehouse. The Dutch never attempted to interfere beyond these limits, as Mr. Clephane very fully admits in the 59th Para of his report to Government of 15th July 1814, which as it is so conclusive on this point, I beg permission here to insert, as it thereby renders it unnecessary for me to adduce any further proofs in support of this part of the question. "I do not consider that under the stipulations in Moens Convention in 1772 our Government can assume a right to call in question the arrangements that the Government of Cochin may think proper to make in respect to the duties to be levied on the Transit Trade throughout its Territories. The provisions in the convention in question are merely applicable to the local duties or taxes on articles introduced into Muttoncherry."

This convention regulates the Tariff, or rates of duties to be levied, within that place, and many articles are specified in it which could only come by sea. On goods in which the Company alone trade 1 per Cent is established, but the custom accounts of Muttoncherry since 951 (40 years ago) show that a water duty of 2 per Cent has constantly been levied in addition.

Beyond the limits within which the Dutch Government assumed to themselves the privilege of regulating the Rajah's duties, there were seventeen Custom stations, at which a separate and new duty was collected, and for which separate Tariffs were established.

These Custom stations, were at times managed by officers appointed by the Sircar at others farmed to Renters—Andicadon/ situated on the Beach about 10 miles south of Cochin/ has existed as one of these as far back as the Records extend, or the memory of the oldest Inhabitants can reach. Kulpilly situated on the beach likewise about 5 miles north of Cochin has been considered as subordinate to, and comprized within, the limits of the Moondingad Chowkey the cutting of a Channel from the Backwater to the Sea, the erection of two Batteries on the beach, together with a Custom House, evince its having been long used as a place of Export and Import.

The Breach of engagement made to Mr. Clephane, altho' it has not been carried into execution, I trust you will perceive does not rest with me. In order that you may fully understand the nature of it, it is necessary first to explain how it originated.

On Establishing about two years ago, the Customs on an improved and more efficient footing, taking them out of the Hands of Renters and conducting them by Officers appointed by the Sircar, relieving the merchant from the multifarious and frequently undefined duty to which he was subject on entering the limits of each new Chowkey, and establishing one fixed and simple duty throughout, of 10 per Cent upon imports, and 5 on Exports, at a moderate Tariff, or valuation formed by a Committee of Merchants, the Collector of Customs in Muttoncherry, thro' misconception of his orders, called upon the Merchants for an Inventory of their goods and to pay the duties.

This was certainly a dereliction from antient usage, for the Merchants were not before called upon to pay duty until their goods were resold and carried into the interior.

It was in this circumstance that their complaint originated, and which Mr. Clephane was directed to examine into.

Payment of duty is no longer demanded from them while their goods remain in Muttoncherry, and the duty of 10 per Cent is reduced to six. I conceive therefore that in this alteration their grievance virtually ceases to exist, for a much greater Percentage would have been levied agreeable to the former system, had the goods in their transit to pass two or three Chowkys.

It is true I told Mr. Clephane that the Merchants would not be called upon for a second duty if they produced their Rawanas.

I acted in this matter from want of full information, and from an idea that such had been former usage. I at the same time granted a similar immunity to Pattamars and other trading craft, which are also included in the list of duties to be levied agreeable to Moen's Convention.

The last has been carried into execution, the former has not, for no merchant has ever come forward with his Rawana, and the duties therefore continue to be collected nor can the Rajah's Government be required, I think (under all these circumstances) to abolish them.

The Acting Collector (Para 15) speaks of the inconsistency of the Rajah's Government being permitted to levy its own duties without sharing them with the Company "whilst they are receiving a share of the Cochin duties upon the Company's own Trade". I am unable to discover what is alluded to in this remark—the Customs by whomsoever paid fall eventually upon the consumer, and they, exclusive of a few Inhabitants residing in the Fort, (supported chiefly by the generosity of the British Government) are subjects of the Rajah and reside within his jurisdiction, and here I beg permission to remark the unrestricted admission of salt into Cochin, imported for the express purpose of being smuggled in the Rajah's Territory, to the very great diminution of his Revenue in that Department.

The Acting Collector seems to assign the adoption of the late measures for the regulations of the Custom Department of the Rajah's Government, as the cause of the decrease of Trade at the Port of Cochin. He does not recollect that the commerce of the place has been gradually declining for the last forty years, that but a very small share only of the customs was ever derived from the produce of the country, that Cochin in earlier times formed an entrepot for the products of the East and West, that the Arabs resorted to it, for their supply of Foreign commodities, and he may clearly perceive the reason of the exemption from duty in Muttoncherry on articles imported by sea, in their being again exported by the same route.

The Trade of Cochin was entirely artificial, and depended upon fortuitous circumstances. These being removed it has decayed, having no resources within itself; In like manner the great commercial city of Surat both have fallen under the increasing prosperity of Bombay.

The acting Collector is not the first person who has discovered this decline of Trade and consequent decrease of Custom. This question has formed the subject of many enquiries and various opinions have been hazarded in support of this question, when a reference to occurrences would have furnished a most satisfactory and just reply.

The acting Collector (in Para 20th) takes notice of an expression in my letter to the Collector of Customs "stating the Rajah to have a right to a half share in the Collections." I did not intend to bring forward any new claim, by this expression; I am accustomed to hear the Rajah's share denominated by that term (half) and it escaped me thro' inadvertency. The Dutch Government certainly exercised the privilege of regulating the per Centage of the Customs; one per Cent was reserved as the perquisites of the Governor, but one half of what was carried to the account of Government was invariably allowed to the Rajah.

With respect to the incompatibility of what the acting Collector states to have been stipulated for by the Dutch Treaties, with that formed by the Rajah with the British Government in 1790 by Mr. Powney, I do not think it necessary for me to remark upon, further, than that the Dutch Government were apprized of the proposal from the Rajah to become Tributary to the British Government, and requested by the latter to furnish Mr. Powney with every information to enable him to avoid any interference in their engagements with the Rajah, and this is distinctly provided for in the 5th article of that Treaty, where the Rajah agrees to become Tributary to the British Government for all those possessions he held subject to Tippoo, and over which the Dutch Government had no Claim.

This would therefore be a contradiction had the Dutch Treaties bound the Rajah to constrain the whole Trade of the country to pass thro' the Port, but I cannot perceive that this Idea has ever before been started. I have attentively perused all Mr. Duncan's dispatches, and I do not think, had there existed any grounds for such supposition, that it would have escaped the notice of so accurate an observer.

In conclusion I beg to assure you that, what I have now stated is the result of an attentive perusal of the Dutch Treaties, of the Correspondence of the Bombay Government, and of the accounts of the Custom Department of the Cochin Government. There are persons present who were employed in the management of the Customs during the time the Dutch had possession of Cochin, their evidences fully corroborate what I have stated and the whole as it is grounded upon correlative written and oral evidence, will, I trust, be found correct.

I beg further to mention that the same chowkys and the same choice of place of Export and Import subsisted formerly which are now in use; the Merchants have not in any manner been directed by me, nor has there been any deviation, I believe, from ancient

Habit and usage, since the period of my taking charge, further than what I have already noticed regarding the Customs which are new as to the mode of collection, but not differing in other respects.

ORDER—No. 24, DATED THE 8TH MARCH 1816.

Ordered, in consequence, that the following letter be dispatched to the Board of Trade.

Letter—from G. STRACHEY, Esq., Chief Secretary to Government.
To—the President and Members of the Board of Trade.
Dated—Fort St. George, the 8th March 1816.
No.—25.

With reference to your letter of the 14th of September last, I am directed to transmit to you for further consideration and report the enclosed copy of a dispatch from the Resident in Cochin, dated the 24th Ultimo.

XXIX.—REVENUE CONSULTATION, DATED 9TH AUGUST 1831.

Read—the following paper:—

Letter—from D. NEWALL, Esq., Resident, Travancore.
To—the Chief Secretary to Government, Fort St. George.
Dated—Travancore, the 7th July 1824.

I have the honour to forward for the purpose of being laid before the Honorable the Governor in Council, a copy of a letter from the Dewan of His Highness the Rajah of Cochin to my address, with a copy and translation of a paper which accompanied it.

2. In Captain Arthur's (of Engineers) report on the subject of the boundary of the lands belonging to the Fort of Cochin, dated the 5th June 1813, a Map of which boundary has been submitted to the consideration of Government, I find a Paragraph which bears upon the spot of land alluded to by the Dewan, and of which the following is a copy, viz^t, "Besides Anta Chetty's Banksall, there is another spot of marshy ground south of it, coloured yellow in the Plan, in Muttchenerry, for which Mr. Drummond gave leases for 20 years, supposing it to be a part of the Company's possession, but this proceeded from his being unacquainted with the ancient bounds of Muttchenerry, which are clearly defined in the two documents No. 4, above alluded to, which prove, this spot which is East of the Cherloye Navigable Canal, to belong to Muttchenerry, and consequently to the Rajah."

3. I have the honor to forward copies of the two documents marked No. 4, alluded to in the above Paragraph.

ENCLOSURE.

Letter—from NUNJAPIAH, Dewan, Ernacollum.
To—Colonel D. Newall, C. B., British Resident in Travancore and Cochin.
Dated—the 30th April 1824.

A spot of waste land situated at Cherloye in Cochin, which was given by Company to a Christian named Pedro Manuel, to cultivate for twenty years, free of Currom, or any other payment, having been included to the Circar, at the settlement of the boundary disputes in 999, by Mr. Clephane, then the third Judge of the Tellicherry Provincial Court, and Captain Arthur of the Engineers, in conjunction with some other Gentlemen. The Circar had not hitherto claimed any Pattom from the said Pedro Manuel, upon consideration of the Company having granted it to him to cultivate for the above said period, except of having surveyed to know the extent of the ground, to ascertain and fix the regular revenue; but as that time elapsed on the 30th April (this day) 1824, he was called a few days ago and directed that if he is inclined to continue cultivating the said place, he should pay the regular taxes to the Circar or otherwise it will be rented to some others, but a letter under date 29th. Instant (Copy of which is herewith submitted) is received from the Assistant Collector Mr. Clarke, informing me, that if the Circar has any claim on the said ground, should make application to the Principal Collector Mr. Vaughan, when it will be accordingly answered, I therefore beg to let me know whether or not it is necessary that I should write to that Gentleman, or you will be pleased to write direct to him on the subject.

If you are desirous to see the Map and the report I believe made to Government, you will find in the Residency as it is kept there.

SUB-ENCLOSURE.

Letter—from S. C. CLARKE, Esq., Assistant Collector of the Southern Province of Malabar.

To—Nunjiapah, Dewan of Cochin Sirkar.

Dated—the 29th April 1824.

"Pedro Manuel, who holds a Garden free of Rent, No. 100, the property of the Honorable Company, and situated in Cherloye, having addressed me an Arzee, stating that the Prowortecgar of the Cochin Prowortec, had offered oppositions to him, alledging the Garden to be the property of the Cochin Sirkar, I forwarded his arzee with a letter from myself to the Principal Collector, from whom I received the following reply—"That as the Garden belongs to the Honorable Company, and has been granted for a period of 20 Years free of Rent, the prevention of the Prowortecgar ought not to be attended to, and that if the Cochin Sirkar seem to have a right to the Garden in question, they ought to write to him, and he would answer them on the subject."

Boundaries of Muttancherry, Cherlaye and Amrawutty, as described in a particular Survey of these taken in the Year. (1943).

Muttancherry.			
East Boundary	...	...	The River running North and South.
South Do.	...	...	The Cochin Rajah's Palace, North wall west door, and the road running West.
West Do.	...	...	The Cherlaye Navigable Nullah (Nala Toda) laying North and South.
North Do.	...	...	Calvatty Bridge and inlet.
Cherlaye.			
East Boundary	...	...	Nullah, bounding on the West Ramiserum and Muttancherry.
South Do.	...	...	Moolumenyel, Chacancattel and Gasher Arrus Compound, and Nullah running East and West.
West Do.	...	...	Amrawutty District and Nullah being North and South.
North Do.	...	...	Part of Amrawutty South of Calvatty, and bounded there by part of the Cherlaye Nullah running West from Ahjary Curve.
Amrawutty.			
East Boundary	...	...	Mollagshrambicum (a pepper Banksal) that formerly stood at the end of Calvatty, and close to the Bridge, Calvatty and Amrawutty Nullahs.
South Do.	...	...	Moolumcay Marriel Illyvah dactal Bridge, and Nullah Callicutton and Odeticum, and St. John's Church.

ORDER — DATED 9TH AUGUST 1831.

The Right Honorable the Governor in Council concurs in the opinion of the Board of Revenue that the arguments adduced by Mr Sullivan are not such as to justify the annulment of the decision passed, after formal inquiry, respecting the disputed boundary between the Cochin Territory and the Collectorate of Coimbatore and that the decision respecting the boundary of the Naol Deshem should not be set aside without more conclusive evidence of its incorrectness.

2. The claim of the Cochin Government to the village of Tekemungalum appearing to be well founded; Resolved that it be recognized and that the collections made under Mr Warden's management, amounting to Pagodas 480, be paid to that Sirkar.

3. Resolved, also that a copy of the Proceedings of the Board of Revenue dated 18th July 1831, be furnished to the Resident in Travancore and Cochin, with instructions to endeavour to effect the arrangements suggested in the 15th and 20th Parahs for retaining possession of the village of Tekemungalum and transferring to the Company the Naol Deshem.

Letter—from H. CHAMBER, Chief Secretary, Fort St. George.

To—the Resident in Travancore and Cochin.

Dated—the 9th August 1831.

No.—10.

I am directed by the Right Honorable the Governor in Council to transmit for your information and guidance the accompanying Extract from the Minutes of Consultation under this date.

Read—the following paper:—

XXX.—REVENUE CONSULTATION, DATED 10TH SEPTEMBER 1839.

Letter—from P. B. SMOLLETT Esq., Secretary, Revenue Board office.

To—the Chief Secretary to Government.

Dated—Fort St. George the 22nd August 1839.

No.—375.

Para 1. The Board of Revenue having called upon the Acting Principal Collector of Malabar to explain the circumstances connected with the Grant at Cochin of a tract of land to Captain Mackenzie of the "Drongan" complained of in the Petition from certain Residents in that Town forwarded with your letter of the 2nd ultimo, I am now directed to request you will lay before the Right Honorable the Governor in Council the accompanying letter from Mr. Underwood supplying the information required by Government.

2. From the Acting Principal Collector's communication it will be perceived that a grant of land has recently been made by Mr. Underwood to Captain Mackenzie, but that no Cowle or Muchilka has been exchanged and that consequently the matter has not been finally settled. The condition of the proposed grant is that the land was to be rent free for eight years, after which it was to be surveyed and the rent fixed with reference to the Trees thereon—the object of Capt. Mackenzie being chiefly, as stated by the Petitioners, the establishment of a cocoanut Plantation on the grounds.

3. As this measure is strongly objected to by the Inhabitants generally on good and sufficient grounds, and as the transaction as already stated has not been completed, the Board are of opinion that the grant in question should be disallowed. However praiseworthy might be Captain Mackenzie's design the Board think it very inexpedient that Leases of this nature should be given by the Revenue authorities without permission, and they think as a general rule that none such as this should be granted except with the knowledge of the Board and the sanction of Government, when the circumstances under which the application is made and the purposes for which the land is applied for should be fully explained.

4. The Board approve of the intention expressed in para 11 of the Acting Principal Collector's letter to admit no farther application for land at Cochin, until he has satisfied himself by personal inspection or through one of his Assistants that the ground can be occupied without public inconvenience.

ORDER THEREON No. 1136—DATED 10TH SEPTEMBER 1839.

Under the circumstances represented in the foregoing letter the Right Honorable the Governor in Council is of opinion with the Board of Revenue that the Grant made by the Principal Collector of Malabar to Captain Mackenzie of the Ship "Drongan" of a tract of land in Cochin which has been objected to by the Inhabitants of that Town should be disallowed, and directs accordingly that Mr. Underwood may be instructed to cancel the Grant.

His Lordship in Council concurs with the Board in considering it inexpedient that Leases of the nature of that which has just come under observation should be given by the Revenue authorities without permission; he desires therefore that the local officers in the Provinces may be prohibited from making Grants of this description without first submitting the case thro' the Board of Revenue for the consideration and orders of Government.

Letter—From P. B. SMOLLETT, Secretary to the Board of Revenue.
To—the Chief Secretary to Government.
Dated—Fort St. George, the 6th April 1840.
No.—149.

Para. 1.—I am directed by the Board of Revenue to request that you will submit for the consideration and orders of the Right Honorable the Governor in Council the accompanying letter from the Acting Principal Collector of Malabar, recommending compliance with an application from the White Jews of Cochin to be allowed the temporary use of the Ditch of the old Fort of Cochin for the purpose of forming a Mulberry Plantation, and as it is a desirable object to encourage undertakings of this nature, and it is stated by the Acting Principal Collector that no inconvenience will be occasioned to the Public by the Grant, the Board beg to solicit the favourable consideration of Government to the request.

2. It will be observed that the applicants have already been at some expense in preparing the ground, permission to occupy it having been granted to them by the late Acting Principal Collector which was recalled in consequence of the late order that no such alienations should be made without the sanction of Higher authority. It will be seen also that the Jews engage to restore the ground at the pleasure of Government.

ENCLOSURE.

ENCLOSURE.
Letter—from the Principal Collector, Malabar.
To—the Secretary to the Board of Revenue, Fort St. George.
Dated—Calicut, the 17th March 1840.
No.—26.

I have the honor forward a petition from the White Jews of Cochin praying to be allowed the temporary use of the Ditch of the old Fort of Cochin for the purpose of forming a Mulberry Plantation,

2. An application of the same nature was made in behalf of these Individuals by Lieut. Stevenson, Superintendent of the Travancore Agricultural Department, in February 1839, and Mr. Underwood, the then Acting Principal Collector, after having a plan of the ground made out and submitted for his inspection, authorized its being made over to them. The Board having however on the 23rd September last, resolved that a grant of land lately made at Cochin to Captain McKenzie should be disallowed, and that no grant should be made in future without their previous sanction, Mr. Thompson who had succeeded Mr. Underwood, directed that the Jews should be prohibited from doing any thing with the land assigned to them, till further orders. Mr. Thompson's intention as I find by a letter from him to Lt. Stevenson, was to prevent the Jews from incurring expense in enclosing or planting till he could personally see the land, and judge whether he could recommend your Board to allow of its being retained.

3. From the Petition which was transmitted to me with a strong recommendation from the Resident of Travancore (copy of which is also forwarded) it appeared that before the prohibition was issued, the Jews, in the full belief that the land was, for the time, their own property, had gone to some expense in enclosing it as well as in making other preparations for the culture of Silk, and that unless they were permitted to retain it, all their hopes of profiting by this new and encouraging branch of industry would be utterly overthrown. Mr. Platel, the Assistant Collector, being at Cochin on duty at the time I received Col. Maclean's letter, I desired him to survey the land in question, and report whether any public inconvenience could be experienced from allowing it to be made a Mulberry Plantation. From his answer it would appear that there is none. The ditch is quite waste and useless for general purposes and as the Mulberry trees with which it is proposed to plant it are never allowed to grow above a certain height, no objection could be made to such a plantation (as was the case when Captain McKenzie proposed to have a Coconut Tope on his grant), on the ground that the sea breeze would be excluded from any of the Inhabitants of Cochin.

4. The grant as applied for primarily by Jinnabhai

4. The grant as applied for primarily by Lieutt. Stevenson, and now by the Jews themselves is merely for the temporary use of the ground which is to be restored to Government at their pleasure, and under these circumstances I have no hesitation in strongly recommending their case to the favourable notice of the Board.

SUB-ENCLOSURE. (1)

Petition—from the **White Jews**, inhabitants of **Cochin Jew Town**.
For—Colonel J. MACLEAN, British Resident of Travancore & Cochin.
Dated—Cochin, the 17th February 1840.

Dated—Cochin, the 17th February 1840.

The humble petition of the undersigned white Jews inhabitants of Cochin Jew Town
MOST HUMBLY *sheweth*,—That your Petitioners with due respect and humble submission beg
leave to state for your Honor's information, that in February 1839 Lieutenant C. B. Stevenson,
the Superintendent of the Travancore Agricultural Department, wrote to the Collector of
Malabar for permission to enclose certain pieces of Ground on the East of Old Fort of Cochin,
which formed the Ditch of the Fort, with the understanding that if the British Government
should ever require the said Land, that it was to be given up. And in September 1839 per-
mission was granted, and the necessary orders were sent to your Petitioners thro' the Fiscal
and the land was accordingly given over to them, and they immediately commenced enclosing
it, and had nearly finished it when they were desired by the Fiscal not to continue until
they had received the sanction of the Revenue Board, and they have been obliged in
consequence to stop the work after having been to a considerable expense.

And your Petitioners most respectfully implore that your honor will kindly

Your honor's humble Petitioners most respectfully implore that your Honor will kindly obtain the land in question for them for unless they are put into possession of the abovesaid land, they very much fear that all their exertions and outlay of money, which has been very considerable, will be lost, for they are too poor to rent land for the purpose of forming a Mulberry Plantation, and without a large Plantation they will not be able to carry on the silk culture.

Your Petitioners sent to your Honor a muster of their first Reeling with which your Honor was pleased to express your approbation. The silk which your Honor saw the Merchants in Cochin have offered 7 Rupees a pound, your Petitioners therefore most confidently expect that after they have become perfectly well acquainted with the art of rearing, and reeling, that they will get ten Rupees a pound for their silk. In consequence of the great prospects your Petrs. now have of improving their miserable condition; they earnestly implore again of your Honor to take their case under your benevolent care and as in duty bound shall ever pray for the happiness and welfare of your Honor and family.

SUB-ENCLOSURE (2)

Letter—from Col. T. MACLEAN, Resident, Trivandrum.
To—the Acting Principal Collector in Malabar.
Dated—the 27th February 1840.
No.—218.

I have the honor to forward to you herewith an original Petition addressed to me by the White Jews near Cochín. These people reside in the territory of His Highness the Rajah of Cochín, but the ground for which they Petition belongs to the Possessions of the Honorable Company.

When lately at the Residency at Bolghatty, I visited these poor People, and I was much distressed to find them, as a community, as well as individually, in very reduced circumstances. They have lately been attempting the culture of silk, and it is with the view of enabling them to carry out this occupation that they now make an application for the ground which you will observe they had partly enclosed.

I beg to recommend this Petition to your most favorable consideration and to express my hopes that you will be pleased to procure the sanction of the Board of Revenue, for the piece of ground being made over to these poor people, to enable them to exert their industry in procuring for themselves the means of subsisting.

ORDER—DATED 28TH APRIL 1840.

The Right Honorable the Governor in Council is pleased to permit the White Jews of Cochin to have the temporary use of the Ditch of the old Fort at that station for the purpose stated in the above letter.

XXXII.—REVENUE CONSULTATION, DATED 13TH AUGUST 1840.

Read—the following paper :—

Letter—from P. B. SMOLLETT, Esq., Secretary to the Board of Revenue.
To—the Chief Secretary to Government.
Dated—6th July 1840.
No.—252.

I am directed by the Board of Revenue to request you will submit for the orders of the Right Honorable the Governor in Council the accompanying letter from the acting Principal Collector of Malabar, having reference to the grant by

Mr. Underwood of a piece of ground for a cocoanut top to Capt. Mackenzie in the immediate neighbourhood of the Town of Cochin.

2. It is known to Government that on a representation by the inhabitants of the inconveniences that would be felt from this Plantation, an enquiry was made into the circumstances of the case, and ultimately on the report of the Board of Revenue, Government were pleased to disallow the grant in question in the Minutes of Consultation of the 10th September last.

3. Captain Mackenzie, it would seem, previous to the grant being cancelled, had enclosed and fenced in the ground and planted it with cocoa trees brought from the Nicobar Islands and on the receipt of the orders of Government, he claimed compensation for the outlay he had made. His demand was at first as high as Rupees ten thousand, but in the end has expressed his readiness to waive his claims and to take in lieu any other spot of Ground available at Cochin with a view to remove his plantation thither.

4. Mr. Conolly has accordingly selected a spot formerly used for the purposes of a Rope walk, and just about to become vacant, which he proposes, with the consent of Government, to allot to Captain Mackenzie for the purposes of his Plantation, on the same terms as he had been led to anticipate the former grant. The acting Principal Collector says that after a careful inspection of the spot in person, he is satisfied there is no real objection to Captain Mackenzie having the land, and he recommends that the grant be made both in recompense to him for his outlay and to relieve Government from a troublesome and expensive demand.

5. Under all the circumstances of the case, the Board are of opinion that the arrangement proposed by Mr. Conolly is the best that can be made, and they direct me accordingly to recommend that it may receive the sanction of the Right Honorable the Governor in Council. It will be observed that the ground is to be held rent free for eight years, then to be surveyed and assessed with reference to the trees thereon. Captain Mackenzie, the Board would suggest, should be required to execute a written agreement to receive the ground in full of all demands on account of his former grant.

ENCLOSURE.

Letter—from H. V. CONOLLY, Esq., Acting Principal Collector of Malabar.
To—the Secretary to the Board of Revenue, Fort St. George.
Dated—Calicut, the 16th June 1840.
No.—54.

In the month of February 1839 Mr. Underwood, the then Acting Principal Collector, made a grant of a piece of Government land on the Sea side at Cochin to a Captain Mackenzie for the purpose of forming a Cocoanut plantation—some of the principal inhabitants of Cochin having in June 1839 petitioned the Government direct, against this proceeding on the score that their health and comfort would be interfered with, orders were issued on the 23rd September last, to the effect that the grant, which rested on the mere personal permission of the Acting Principal Collector, should be annulled. Captain Mackenzie was informed of these orders on the 7th October. On the ground however that in full confidence that Mr. Underwood's grant would not be objected to, he had laid out a large sum in enclosing and planting the land, Captain Mackenzie evaded compliance with them, and by a petition received from the same parties who originally addressed Government, I was made aware on the 9th April last, that the plantation they had objected to, was still in existence. Being at this time about to proceed on circuit to the Southward I thought it desirable to visit Cochin before issuing any final instructions on the subject. Just before my arrival I received a long letter from Mr. Mackenzie in explanation of his neglect to obey the Government instructions, and urging a reconsideration of his case, on the grant of a full compensation for the expense he had been put to.

2. With regard to the first point, I have to observe that, putting aside the positive orders of Government that the health and comfort of the people at Cochin should not be interfered with by this plantation (and that the latter at least would be affected I can vouch from personal inspection), a most serious objection to the reconsideration of the subject would arise from the fact (which does not appear to have acquired notice till within the last few days), that the plantation, if suffered to remain, would in the course of a few years shut out from the view of Ships approaching Cochin all the usual Land marks, and thus entail considerable inconvenience, and possibly danger. The accompanying opinions of three Nautical Gentlemen would appear to be conclusive on this point.

3. With regard to Captain Mackenzie's claim to re-imbursement for money expended on the land, it is to be remarked that, by the strict letter of the law, he is not entitled to any,

for he had no business to treat the land as his own till Mr. Underwood's permission was ratified by documentary grants, but considering that no objection was made to his enclosing and planting the ground for 3 months after the permission was given, he had certainly reason to suppose he was safe in carrying on his improvements, and in equity it may be thought that he should receive compensation for what he has actually laid out. This indeed appearing to be the feeling of the Board from the tenor of their letter of the 10th October last, I informed Captain Mackenzie that I would appoint a committee to examine into the amount of his disbursements up to the date on which he was informed that the grant was cancelled Viz. 7th October last. In reply I received a letter from Captain Mackenzie to the effect that he would willingly put an end to all difficulties by taking any other spot of ground that might be available at Cochin, and removing his plantation to it.

4. On enquiry I found that a piece of land which had been formerly sold by public auction under the orders of the Principal Collector to a Mr. Morphew for five years, and afterwards to another Individual for one year for the purpose of a rope walk, was just about to become vacant, and as it appeared to me that this would be an admirable opportunity of relieving Government from an embarrassing situation, I informed Captain Mackenzie that I would apply to your Board for its being made over to him on the same terms * as he had been led to anticipate the former grant. From my own careful inspection I think I can assert that there is no real objection to Capt. Mackenzie's having this land† An Objection‡ indeed has been raised by Captain Freeman in Command of the Detachment of two Companies of Infantry at Cochin, on the ground that the land is the only good place available for disciplining troops or encamping Regiments *en route*, but this objection I consider quite untenable. No similar one was

Vide Sub-enclosure 4.

made when the land was advertised for public auction six years ago, and for these six years it has already been private property. It is true that in consequence of neither of the Occupants having enclosed it, it has been used now and then for the purposes mentioned by Capt. Freeman, but it is clear that this was merely by sufferance.

5. There is a large space of waste open ground running along the shore of the sea a mile in length and 800 feet in breadth which is merely separated from Mr. Morphew's ground by a public road, and though sandy and in some parts uneven, it is amply sufficient for all the purposes enumerated by Captain Freeman. For one of them indeed, the encamping of Regiments *en route*, which, by the by is a circumstance which does not occur very frequently, it has for some time past been specially allotted.‡ It would be better to lay out a small sum in improving this ground for Military purposes (should such improvement be really necessary) than to miss this opportunity of getting rid of a troublesome and expensive demand; Captain Mackenzie rates this demand at 10,000 Rs. This is absurdly extravagant, but I have reason to think that he would really suffer a loss of considerable magnitude were his cocoanut plants (which he has brought from the Nicobar Islands) removed from the vicinity of the sea, and I know of no spot, with the exception of the one I allude to, to which they could be unobjectionably removed. I accordingly beg that I may be favored with instructions to make over this land to Captain Mackenzie on the terms above mentioned. With the view of making the Board acquainted as far as possible with the merits of the case, I forward herewith a plan of the ground and its vicinity.

P. S. Since writing this letter I have received two petitions from certain Native Inhabitants of Cochin against the grant of this portion of land to Capt. Mackenzie.

A reference to the plan will shew your Board that the Petitioners must have been misinformed when they made their representations.

The space required for burning their dead, washing their clothes &c. &c. is in no way interfered with by this grant. The open plain marked Esplanade, has always been, and still may be used for these purposes.

SUB-ENCLOSURE (1).

Letter—from W. MARSH, the Master Attendant, Cochin.
To—Captain C. BIDEN.
Dated—14th May 1840.

I feel it my duty to bring to your notice that the Plantation of Cocoanut Trees made by Capt. Mackenzie abreast of the Flag staff on the southern entrance of the river will completely alter the bearing and marks laid down by Horsburgh and will consequently be an injury to Captains of Vessels who from not seeing the Town will be very liable to pass the Port, for when these Trees grow up the entrance of the river will be barely visible and only so when exactly abreast of it.

This is not my opinion alone but the opinion of other nautical Men.

* Exemption from tax for 8 years—after which it was to be surveyed and the rent fixed with reference to the trees thereon.

† The land now in question was rented with all the other rope walks in the vicinity of Cochin for the Yearly sum of 305 Rupees. Mr. Morphew only made use of this spot (sub-renting the others) as he was desirous of establishing a new manufacture of rope. His speculation failed however, and as the Natives generally prefer making rope nearer the Town, it is not imagined that there will be any great decrease in the revenue derivable from the rent of Walks, in consequence of this being otherwise disposed of. At the expiration of 8 years it is supposed Government will derive a rent of 400 Rupees per annum from the assessment on the cocoanut plantation.

‡ The Fiscal informs me that but two Regiments have encamped in this vicinity within the last 10 years. Detachments *en route* generally encamp in a corner of the old Fort Glacis.

SUB-ENCLOSURE (2).

I have with Mr. Marsh, the Master Attendant, examined the young plantation of Coconut Trees which are planted directly facing the Flag staff and takes the whole frontage of the Town not a roof of which will be seen from sea and I do consequently think this Coco Plantation highly injurious to Captains of Ships making for the Port as they will be very liable to pass the same.

Cochin, 19th May 1840.

(Signed) J. M. Ardlie,
Owner, ship "Ganges".

SUB-ENCLOSURE (3).

Letter—from Thomas K. TERRELL, Retired Captain of the I. Navy.
To—H. V. CONOLLY, Esq., Ag. Principal Collector of Malabar.
Dated—Vypeau, 21st May 1840.

In reply to your's * dated 20th May 1840 I do declare, I am ready to make oath, and am willing to do so; that this Coconut Plantation made by Capt. Mackenzie abreast of the Flag staff ought not to be permitted, for it will exclude every object that a commander of a ship is anxious to sight.

SUB-ENCLOSURE (4).

Letter—from W. FREEMAN, Captain Commanding Cochin.
To—the Collector of Malabar.
Dated—27th May 1840

I am informed that application has been made to you for a piece of ground in the vicinity of the Lines of my Detachment for agricultural purposes. I deem it my duty to point out to you that it is the only piece of ground in Cochin on which Troops passing through can be comfortably encamped, and that there is no other ground on which the Detachment stationed here can be properly drilled, all other parts near the town being exceedingly uneven and quite unfit either for Parade or Ground of encampment.

SUB-ENCLOSURE (5).

Arzi—from certain Inhabitants of Cochin.
To—the H. V. CONOLLY Acting Principal Collector of Malabar.
Dated—the (24th Eddavom 1015), 4th June 1840.

We beg to state that from the time of the Portuguese Government up to the period that the British Government took possession of Cochin, there being no other spot for our general purposes, besides the ground on which the houses we live in are built, the whole of the waste ground on the south of the Fort has been allowed to be appropriated by us and by other Inhabitants of different castes for the purpose of easing the calls of nature, for burying and burning the dead, for building houses to shelter people afflicted with small pox who could not be kept amongst us, and for performing the ceremonies to the sea, according to the religion of the caste each of us belongs to, for which purpose the ground in question from its contiguity to the Sea is well adapted.

We beg further to state that in addition to this ground being used for the above purposes, it is the one from which earth is procured when required for building our houses—it is the one where the washermen wash and dry clothes, and when any fire breaks out or any disturbance occurs in the Country, it is the one for the inhabitants to repair to, to build houses upon, to live in, and to be used for the ceremonies above alluded to, as also for the cattle to graze upon and drink water, for the merchants to carry on trade, and enjoy the profit, for the inhabitants to procure water when there is a scarcity of it in short for numerous different useful purposes.

While the whole of this ground outside the Fort which is so useful to us has as a charity, been allotted for our purposes from the time of the Portuguese Government, to the period that the British Government took possession of Cochin, some principal merchants and others having made application for certain spots stating that they were the Sirkar's lands and shewing at the same time the Revenue and other benefits which Government would derive, Mr. Drummond and subsequently all the Gentlemen that came to Cochin consulting only the interests of Government and not the grievance of the Inhabitants leased out to different merchants.

- 1st.—certain spots out of the Waste ground on the South of the Fort.
- 2nd.—The Waste land on the South East side of the Fort.
- 3rd.—The Ditto included in the Waniateeroowa Pattom.
- 4th.—The waste land on the East side of the Kalvetty road.
- 5th.—The Whole of the Waste land on the South side of the Fort including the Rajah Wayee (Public road for rope) Manufacture.
- 6th.—Certain spots at Kalvetty to an Arab.
- 7th.—do. do. to a Gentleman (name unintelligible).
- 8th.—Certain Waste land near the sea to Mr. Schuller.
- 9th.—do do. to Padry Saib (Rev. Mr. Ridsdale.)
- 10th.—Certain Waste lands on the West of the Fort to Captain McKenzie for the purpose of planting cocoanut trees. But upon the Gentlemen of the Town having remonstrated against it to Government, it was resolved that this ground should be allowed to remain waste in the hands of the Sirkar.

We now observe that with the view of giving Captain McKenzie another spot of ground the purpose of transplanting his Coconut trees it is notified in a Proclamation issued in the current month that the waste ground contiguous to the Sea on the west side of the Fort is given to that Gentleman and if any person has objection to its being planted, to come forward and state the same within 15 days.

We therefore beg to represent that the waste ground in question has been allowed to remain vacant both in the time of the Portuguese and Dutch Government, and has, as a charity, been permitted to remain so by the Company's Government, and they have subsequently leased out certain portions thereof to several Individuals and are realizing Revenue therefrom, therefore the only remaining portion which is now lying waste is leased out by the Sirkar, the Inhabitants must suffer great privations which will give cause for great grievance. These habits have no other protection but that from the Sirkar, we therefore respectfully request that setting aside the spots already leased out, the remaining portion may now be allowed to continue vacant by not leasing it to any one.

SUB-ENCLOSURE (6).

Arzi—from Certain Inhabitants of Cochin.
To—H. V. CONOLLY, Esq., Acting Principal Collector of Malabar.
Dated—the 6th June 1840.

We beg to state that we came from Goa and other places in the time of the Portuguese Government, and while residing at Amarawutty, near the Fort, having our houses built in a village, the Dutch Government being in need of that place we removed our houses therefrom, built them on the ground formerly belonging to the Cochin Sirkar but then to the Company and are residing there. There being no other spot of ground for our general purposes, the company's ground lying waste outside the Fort on the south, was, as a charity, allowed to be made use of by us and people of other castes—Out of this the spot named Tamaraparamba was leased out on Pattom by Government and subsequently when the remaining portion was proposed to be leased to different persons, we, immediately on coming to know of it, remonstrated against it. As we are informed now by a Proclamation issued in the current month that the ground which, up to this time, has, as a charity, been allowed to us by Government, is to be rented to Captain McKenzie for the purpose of planting Coconut trees, we beg to state that if this ground is given to that Gentleman we, the Inhabitants, have no other place to go to for the purpose of easing the calls of nature, for performing our ceremonies to the sea, and burning the dead—and as we have a large number of Cattle, there will be no other place for them to graze upon and drink water—and the washermen will have no other place to wash and dry clothes in short we and our cattle will be deprived of many comforts besides those enumerated above for which this ground has, as a charity, been allotted to us by Government from time immemorial, we therefore respectfully request that the acting Principal Collector will take our case into consideration and deign to comply with our prayer by not giving this ground as notified in the Proclamation.

ORDER—DATED 13TH AUGUST 1840.

The Right Honorable the Governor in Council approves and sanctions the arrangement proposed by the acting Principal Collector of Malabar to allot to Captain McKenzie other land for the purposes of his Plantation in lieu of that ordered under date the 10th September last to be resumed on the same terms as he had been led to anticipate for the former Grant. The suggestion of the Board of Revenue contained in the concluding part of the last para of the foregoing letter for requiring Captain McKenzie to execute a written agreement to receive the land now proposed to be assigned to him in full of all demands on account of the former grant is also approved; and the Board are requested to issue orders accordingly to the acting Principal Collector for his guidance.

XXXIII.—REVENUE CONSULTATION, DATED 15TH SEPTEMBER 1840.

Read—the following paper:—

Extract from the minutes of Consultation, Military Department, dated 11th August 1840, No. 3201.

Read—the following paper.—

Letter—from Lieut.-Col. STRAHAN, Quarter Master-General.
To—the Secretary to Government, Military Department.
Dated—Fort St. George, the 25th August 1840.

I have the honor by the desire of the Commander in Chief to annex for submission to Government copy of a letter from the officer Commanding Southern Division

of the Army under date 3rd June 1840, with copies of correspondence annexed, regarding the ground at Cochin, used for occasional encampment, and for the drill of the Detachment stationed there. The Officer in command of the Army at the above period, being of opinion, that some further information was requisite, directed a communication to be made, to the Officer Commanding Southern Division of which the annexed is a copy, under date the 15th June. Major General Shower's reply thereto, dated 17th Instant, is copied in continuation, as are also the enclosures received with it; and the Plan alluded to is enclosed.

In transmitting this correspondence for the consideration and orders of Government, I am instructed by His Excellency to say, that it seems desirable a suitable piece of ground should be retained for the Parade and Exercise of the Detachment of Native Infantry stationed at Cochin.

ENCLOSURE.

Letter—from Major-General E. M. G. SHOWERS, Commanding Southern Division.
To—the Quarter Master General of the Army.
Dated—Ootacamund, the 3rd June 1840.
No.—299.

In forwarding copies of correspondence from Captain Freeman Commanding Detachment of the 45th Regiment N. Infantry at Cochin, I have the honor to entreat the favor of Major General Sir Hugh Gough's kind intervention to prevent the Ground referred to, being appropriated to any purpose [other] than that for which it has been used from time immemorial. On my late visit to Cochin I was all over the Ground in question and through the Town, and there is no other spot at all adapted for the Drill and Parade of the Detachment, which must of necessity be without exercise, if immediate measures are not adopted to prevent its being made over to the applicants alluded to by Captain Freeman.

SUB-ENCLOSURE (1).

Letter—from Captain W. FREEMAN, Officer Commanding Cochin.
To—the Deputy Assistant Adjutant General, Southern Division.
Dated—Cochin, the 28th May 1840.

I have the honor to forward to you a copy of a letter I considered it my duty to address to the Collector of Malabar in consequence of application being made for a piece of Ground, which has hitherto been used for military purposes, viz: as a drill and encamping Ground for Troops, and if it is granted for a plantation there is no other spot in Cochin fit either to drill or encamp upon, which I beg to report for the information of the General Officer Commanding the Division.

SUB-ENCLOSURE (2).

Letter—from Captain W. FREEMAN, Commanding Cochin.
To—the Collector of Malabar.
Dated—Cochin, the 27th May 1840.

I am informed that application has been made to you for a piece of Ground in the vicinity of the lines of my Detachment for agricultural purposes. I deem it my duty to point out to you, that it is the only piece of ground in Cochin on which Troops passing through can be comfortably encamped and that there is no other Ground on which the Detachment stationed here can be properly drilled, all other parts near the Town being exceedingly uneven and quite unfit either for Parade or Ground of Encampment.

SUB-ENCLOSURE (3).

Letter—from Major W. I. BUTTERWORTH, Deputy Quarter-master General of the Army, Bangalore.
To—the Officer Commanding Southern Division.
Dated—the 15th June 1840.
No.—14.

I have had the honor of submitting to Major General Sir Hugh Gough, K.C.B. Commanding the Army-in-Chief, your letter under date the 3d Instant with its Enclosure, relative to the Ground used for Parade and Encampment at Cochin, which is stated to have been applied for, with a view to its being converted to agricultural purposes.

The Major General fully concurs with you in thinking it of importance under the circumstances of the case, that early steps should be taken to prevent the ground from being appropriated to any other purpose than for Parade and Encamping—but prior to taking the matter into further consideration the Major General would be glad to learn the result of Captain Freeman's reference to the Collector, as also the exact situation of the ground, where

necessary the question can be clearly laid before Government. I am accordingly directed to submit the accompanying Plan, and to request that you will do the Officer commanding the Army-in-Chief the favor, to shew the exact spot therein and return it with the reply of the Civil Functionary to the reference above adverted to.

SUB-ENCLOSURE (4).

Letter—from Major General E. M. G. SHOWERS, Commanding Southern Division.
To—the Quarter Master-General of the Army.
Dated—the 17th August 1840.

With reference to your letter of the 15th June No. 14, I have the honor to submit for the information of His Excellency the Commander in Chief a letter and documents forwarded by Captain Freeman Commanding a Detachment of the 45th Regiment Native Infantry at Cochin, who has marked on the Plan sent by you as directed the exact spot shewing the present Lines and encamping Ground which it is proposed by the Acting Principal Collector to make over for agricultural purposes, and I have to express a hope, that His Excellency may be induced to use his best exertions to prevent the ground in question being so appropriated, as I have no hesitation in saying from my own personal knowledge (notwithstanding the opinion * advanced by the Acting Principal Collector) that it is the only fit and proper place at Cochin for the Parade and exercise of the Detachment quartered there, whether used heretofore by sufferance or otherwise I am not in possession of sufficient information to say, but I know enough of the localities to pronounce that the large space of waste Ground running along the sea shore said to be amply sufficient is not adapted for Military purposes or even the encampment of Troops temporarily—it has for more than half a century been made use of as a washing Ground, and large Tanks or Ponds are dug in every direction by the washermen for fresh water, here and there, a Tent might be pitched but with no security. Last year on my visit to Cochin it was entirely under water, and the circumstance of the sea washing over it, at certain seasons of the year, must of itself be sufficient to prove that it could never answer for Military purposes, and to entail any expense upon the Government by endeavouring to render it so, must lead to disappointment.

The reasoning of the Principal Collector that "because no similar objection was made formerly when the ground was advertised for sale, it cannot now be particularly required" merely argues either indifference or idleness on the part of the Officer who may have commanded at the time, and it is more than probable that it was some Young Officer who was not aware of the importance or expediency of its being preserved for the use of the Detachment, and to accord with the view taken by Mr. Conolly of the only mode of relieving the Government from a dilemma would be opposed to a positive order which prescribes that a clear space contiguous to every Town or Village, where Troops may be quartered, shall be kept for exercise and Drill—a circumstance I am disposed to believe has been entirely overlooked by that Functionary, and to which must be attributed the embarrassing situation the Government have been placed in, for the annual trifling rent of 400 Rupees for the assessment on the Plantation (and that too only after the expiration of 8 Years) cannot possibly I conceive be an object either in the Estimation of His Excellency or the Government, when so essential a point as the maintenance of discipline is to be weighed, in the same scale.

SUB-ENCLOSURE (5).

Letter—from Captain W. FREEMAN, Commanding Cochin.
To—the Deputy Asst. Quarter-Master General, Southern Division.
Dated—the 10th July 1840.

I have the honor to enclose these documents and to report that there is no Ground on the Island of Cochin fit for purposes of drill or Encampment but that I have pointed out, and which the Collector wishes to grant to a Mr. Mackenzie to plant cocoanut trees upon; in addition to other objections, when the Tope grows up it will materially affect the comfort of the sepoys—the Lines already nearly surrounded by Plantations will be, if the encamping ground be given up as a plantation, shut out from the benefit of every Breeze.

ORDER—No. 3201, MILITARY DEPARTMENT, DATED 26TH AUGUST 1840.

Ordered that the foregoing letter be referred to the Revenue Department for consideration and orders.

* Principal Collector's Remarks.—"An objection has been raised by Captain Freeman in Command of the Detachment at Cochin on the Ground that the Land is the only good place available for disciplining Troops, but this is untenable."

ORDER—No. 677/1010, REVENUE DEPT., DATED 11TH SEPTEMBER 1840.

The Right Honorable the Governor in Council observes that as the authority of Government has already under date the 10th ultimo No. 542/859 been granted for allotting to Captain Mackenzie for the purposes of a plantation, the land at Cochin which is represented to be required for Military purposes as an encamping and parade Ground, it will be necessary to improve and render fit for military purposes the waste and open ground described in the 5th para of the letter from the Acting Principal Collector of Malabar dated the 16th June last, as "running along the shore of the sea, a mile in length and 800 feet in breadth" and "separated from Mr. Morphey's Ground by a public road."

XXXIV.—REVENUE CONSULTATION, DATED 11TH AUGUST 1846.

Read—the following paper :—

Extract from the Proceedings of the Board of Revenue No. 365 dated 27th July 1846.

Read the following letter :—

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To—T. PYCROFT, Esq., Secretary to the Board of Revenue, Fort St. George.
Dated—Cochin, the 25th June 1846.
No.—79.

The building yard No. 10 at Cochin (*vide* the plan which accompanied my letter of the 6th Instant) has for the last 25 years been in the possession of Mr. Guizelar, a shipbuilder, on a lease of 240 Rupees *per annum*, according to the tariff fixed by Mr. Assistant Collector Kensington, in 1821. I found on my late visit to Cochin that from want of timely repair it had been much encroached on by the river and that from 3 to 4,000 Rupees would be required to place it in a thoroughly efficient condition. Mr. Guizelar offered to incur this outlay if I would make some reduction in the rent hitherto paid and give him the yard on a lease for 30 years, but a far better offer was made by a European Merchant of the place, Mr. Brice who proposed to reclaim the ground and hold it at an enhanced, in place of a diminished, rent of 400 Rupees *per annum* on condition of obtaining it for 50 years. This offer is so good that I have no hesitation in recommending its acceptance. The Board will see by my letter to the Fiscal of Cochin, which accompanies, that I have so far as in me lies already agreed to his terms. The letter marked 2 shows that Mr. Guizelar declines to raise his offer, and is willing to give over the yard, which he holds merely at the Government pleasure, to Mr. Brice. A third party came into the field on its being known that the possession of No. 10 was in agitation, but his offer was only for a single year during which he proposed to pay 275 Rupees.

I solicit the favor of an early reply, as no time should be lost in the preparation of piling materials &c.

P.S.—It may not be amiss to add that Mr. Brice proposes to make use of the yard for the same purpose as that for which it has been used hitherto—vizt the building of ships. When the ground which has been encroached on by the river is reclaimed he expects to have space for two keels in place of one as at present. The demand for new ships, he trusts, will increase as the advantages of Cochin are more known in Europe.

ENCLOSURE No. (1).

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To—the Fiscal, Cochin.
Dated—Calicut, the 22nd June 1846.

In reference to your communication of the 15th Instant, I request you will inform Mr. Brice that I shall be happy to accept the offer, which he makes for the building yard No. 10 vizt. that he repair it to the extent shown in the plan which accompanied his letter of the 5th Instant (enclosed in your's under reply), and pay a rent of 400 Rupees *per annum* for it, on a lease of 50 years. To save any chance of future difficulty I think it may be well to request

the sanction of the Board of Revenue to this arrangement, which I am convinced however they will willingly ratify. A short delay at this season of the year will not inconvenience Mr. Brice, and in fact the Board's reply is sure to arrive sometime ere the ground can be vacated by the present tenant. With reference to this point I will thank you to inform me what notice it will be fair to give the said tenant. I do not wish to deal harshly by him, but it is clear he should remove with as little delay as possible. On this matter I request an early answer.

ENCLOSURE No. (2).

Letter—from C. C. PONEY Guizelar, Cochin.
To—the Fiscal of Cochin.
Dated—2nd June 1846.

In reply to your letter of the 29th Ultimo and that received from the Collector of Malabar, I have the honor to state that as I consider the terms I offered for No. 10 Building yard sufficiently high, I am not inclined to give more, and Mr. Brice's proposals had better be accepted.

RESOLUTION—No. 365, DATED 27TH JULY 1846.

1. The building yards at Cochin are stated to be ten in number, and to be all situated on the banks of the river. About 25 years ago they were inspected, and rents according to their several advantages and capabilities fixed upon them by Mr. Kensington, an Assistant to the Collector of Malabar, whose Tariff has usually tho' not invariably been adhered to since that time. The leases as a general rule are resumable at the pleasure of Government, but in some few instances more definite periods have from time to time been fixed. The yard to which the letter above recorded relates has been held since the time of Mr. Kensington's survey by Mr. P. Guizelar, a ship builder, at the Tariff rate of Rupees 240 *per annum*. It was originally sufficient for the construction of two large vessels, but from the encroachment of the river there is now only room for one and the expenditure required to reclaim the ground, and to place it in a thoroughly efficient condition is estimated at from Rupees 3,000 to 4,000. Mr. Brice, a Merchant of Cochin, has offered to incur this expense and to hold the ground at an enhanced rent of Rupees 400 (160 Rupees above that now paid) on condition of obtaining it on lease for 50 years. The present Tenant is willing to give up the yard which he holds only from year to year, and the Collector advises that Mr. Brice's offer be accepted.

2. The Board regret that they cannot recommend the acceptance of Mr. Brice's offer, as they do not deem it advisable that a lease of the premises in question should be granted for so long a period as 50 years. Referring however to the opinion which appears to be entertained, and which seems to have led to the present offer, that the importance of Cochin as a Ship building station is likely to increase, the Board think it very desirable that both the building yard applied for by Mr. Brice, and the other building grounds at that place should be carefully inspected by the Civil Engineer of the Division, and measures be taken for carrying out any improvements which may be required at the Public Expense, after which the Tariff may be revised—the rents raised where necessary, and leases granted if requisite, but only for moderate periods. With this view they resolve to submit the Collector's letter for the orders of the Most Noble the Governor in Council.

ORDER—No. 830, DATED 10TH AUGUST 1846.

The Most Noble the Governor in Council concurs in the views of the Board of Revenue communicated in the foregoing Proceedings, and resolves in accordance with their recommendation to direct that the Civil Engineer of the Division be instructed carefully to inspect the Building Yard and other building grounds at Cochin, and suggest any improvements of which they may be susceptible for the orders of Government.

XXXV.—REVENUE CONSULTATION, DATED 12TH JANUARY 1847.

Read—the following papers:—

From—T. PYCROFT, Esq., Secretary to the Board of Revenue.
To—J. F. THOMAS, Esq., Chief Secretary to Government.
Dated—Fort St. George, the 8th October 1846.
No—481.

1. With reference to the orders of Government dated 10 August last, I am directed by the Board of Revenue to forward for the consideration and orders of the Most Noble the Governor in Council the accompanying letter from the Collector of Malabar, dated 7th Ultimo, soliciting a reconsideration of the proposal submitted in his letter of 25 June last, that Mr. Brice be permitted to hold the building yard No. 10 at Cochin, for the term of 50 years, at an annual payment of 400 Rupees.

2. It will be seen that Mr. Conolly states his opinion that the Government will never obtain from any other party such good terms as have been offered by Mr. Brice, as the offer made by that gentleman proceeds from the circumstance that he has lately built a house and godown in the immediate vicinity of No. 10, and that with the view of improving and embellishing the land in his immediate neighbourhood, he is willing to expend a good deal for which a money return is very doubtful. That the ground is not worth between 500 and 600 Rupees a year, Mr. Conolly states, cannot be a matter of question among parties acquainted with the locality, and such there is no doubt was the opinion of the person who held it for the last 24 years and that of the only other party who offered for it on hearing that it was likely to become vacant.

3. The Collector further remarks that No. 10 is not the only yard at which large ships can be built, there being other sites on both sides of the river, and that the largest vessels are generally built on the opposite bank to that on which No. 10 is situated—so little want indeed is there of building ground that 3 of the 10 yards on the southern bank, Nos. 7, 8 & 9, and one of them (No. 8) the best of all, have been advertised for the last three months without a single reasonable offer being made for them.

4. The length of the lease to which the Board have objected would, Mr. Conolly submits, incline the Lessee to improve the property by the erection of stable buildings, ship frames, Smithies, &c. in place of the present Cadjan sheds, which from their liability to take fire are a source of danger to the populous neighbourhood, and he adds that Captain Cotton, the Civil Engineer of the division, was with him at the time he received Mr. Brice's offer and that that officer agreed with him that it was a most favourable one for Government.

5. The Board have duly considered the various reasons urged by the Collector in his present communication, but the long period, 50 years, for which the lease is applied for, still seems to them to constitute a strong objection against the arrangement. As however both Mr. Conolly and Captain Cotton, Officers acquainted with the localities, and whose opinions are entitled to much weight, are decidedly in favor of the lease, the Board have thought it proper to bring the subject again under the consideration of Government, and they have therefore directed me to forward the Collector's letter for such orders as the Most Noble the Governor in Council may think fit to pass upon it.

ENCLOSURE.

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To—the Secretary to the Board of Revenue, Fort St. George.
Dated—Calicut, 7th September 1846.
No—126/1846.

The Government, under the recommendation of the Board of Revenue, have declined, under date the 10th Ultimo, to accede to my proposal that Mr. Brice be permitted to hold the building Yard No. 10 at Cochin for the term of 50 years at an annual payment of 400 Rupees. I feel sure I shall not be considered to fail in due respect in pressing on the Board and Government a reconsideration of this matter.

2. It is hardly necessary for me to remark, that I have no interests in view but those of a public nature.

3. I feel a conviction that the Government will never obtain from any other party such good terms as have been offered by Mr. Brice. No one but a Gentleman in his peculiar position would think of offering them. The fact is, that he has lately built a house and Godown in the immediate vicinity of No. 10, and with the feeling that actuates Englishmen in most parts of the globe, is willing to expend a good deal for which a money return is very doubtful, with the view of improving and embellishing the land in his immediate neighbourhood.

That the ground is not worth between 5 and 600 rupees a year is a question regarding which there could be little debate, I think, among parties acquainted with Cochin. There is no doubt that this was the opinion of Mr. Poney the party who had held it for the last 24 years, and it was the opinion also of the only third party who offered for it on hearing it was likely to become vacant.

It must not be supposed that No. 10 is the only yard at which large ships can be built. There are other sites on both sides of the river, and in fact the largest Vessels are generally built on the bank on which No. 10 is. Mr. Pony [sic] under the anticipation of being turned out of No. 10, has actually prepared a place on that bank—so little want is there indeed of building ground that three of the 10 yards on the southern bank Nos. 7, 8 and 9, and one of them No. 8 the best of all, have been advertised as being ready for offers for the last 3 months without my getting a single reasonable one for them.

An objection is made to the length of the lease asked by Mr. Brice—50 Years—but I would beg to remark that a length of lease is not without its advantages. In this case it would incline the lessee to improve the property by the erection of stable buildings, ship frames, smithies &c. in place of the wretched cadjan sheds, which from their inflammability, are a source of danger to the populous neighbourhood.

It may not be amiss to mention, that Captain Cotton was with me at the time I received Mr. Brice's offer and that he agreed with me that it was a most favorable one for the Government.

Having said so much, I shall of course bow to any orders I may receive.

(i) *Minute by the Most Noble the President, dated Tellicherry, the 7th Decr. 1846.*

Under the circumstances reported by the Collector, I think that the Building Yard No. 10 at Cochin, should be given on a lease of 25 Years to Mr. Brice on a rental of Rupees 300 per annum, provided that gentleman undertakes to expend the sum named by Mr. Conolly and to restore the yard to its former state. I agree with the Board that 50 years is too long a period for a lease. At the same time as the Collector states, that the yard is not worth 400 Rupees the year to any party but Mr. Brice, and that this rent cannot be obtained from others, I see no reason for charging Mr. Brice with the full sum, Rs. 400. If a reduction of the term of years is made, coupled with this reduction of the annual payment, it may then be as advantageous to Mr. Brice and to the Government, without binding the hands of Government for 50 Years.

(ii) *Minute by the Hon'ble Mr. Chamier, Dated Guindy, the 17th Decr. 1846.*

I am of opinion that the report called for in the order of Government dated 10th August 1846 should be submitted by the Civil Engineer of the Division, and a like one by the Master Attendant at Cochin, before the important question of the disposal for a long period of property which, on any political exigency, might be required at a short notice for the service of the State is decided.

2. The Master Attendant should report particularly upon the relative value of the several yards for the public service, and the improvements necessary to make them fully available for the purposes for which they may be required.

3. When the reports are received, I think that they should be submitted for the orders of the Home Authorities before this Government divests itself of the commands of highly valuable property for so long a period as twenty five years, for the sake of a mere trifle in the shape of rent and at a time when "the importance of Cochin as a Ship building Station is likely to increase," and the Government is incurring expense for improving the access of shipping to the place and for the preservation of the Forests of Malabar with the view to future supplies of Timber to be employed in the service of the Navy.

4. It is manifest that if the yards are disposed of on long leases and the Home Government hereafter desire to build ships at Cochin, the State will be entirely at the mercy of the parties in possession of the Yards, and, if they are intractable, will not be able to transfer the property to more reasonable contractors or employ it on its (the State's) own account.

(iii) *Minute by the Hon'ble Mr. Dickinson, dated the 18th December 1846.*

It appears to me to be so improbable that Cochin should ever become a place of importance for the construction of Ships of War, that I see no objection whatever to granting the Lease to Mr. Brice on the terms recommended by the Collector.

I am willing, however that Mr. Conolly should be required to ascertain and report whether Mr. Brice consents to take the Rent as proposed by the Most Noble the President.

Minute by the Most Noble the President.

(iv) I think the more enquiry that this subject receives—from the information I have received—the more it will appear that so far from Cochin being likely to increase as a building station,—the reverse will happen. I have no objection to call on the Collector and Civil Engineer for information on this subject.

(Sd.) TWEEDDALE.

ORDER—DATED 11TH JANUARY 1847.

Para. 1.—The Governor in Council is not prepared to pass any further orders on the subject of the communication of the Board of Revenue dated 8th October 1846 until the Report of the Civil Engineer of the Division on the Building yards at Cochin required in Extract Minutes of Consultation, dated 10th August 1846, No. 830, is laid before Government.

2. The Governor in Council is desirous that a report similar to the above should also be submitted by the Master Attendant at Cochin, and the Collector is requested to make the necessary intimation to that effect to the above officer, desiring him to report particularly upon the relative value of the several yards for the public service, and the improvements necessary to make them available for the purposes for which they may be required.

XXXVI.—REVENUE CONSULTATION, DATED 5TH OCTOBER 1847.

Read—the following papers:—

(i)

Extract from the Proceedings of the Board of Revenue, dated 12th August 1847, No. 377.

Read—the following paper.—

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.

To—D. WHITE, Esq., Acting Secretary to the Board of Revenue, Fort St. George.

Dated—Calicut, the 17th July 1847.

With reference to my letter, Dated 17th ultimo, I have the honor to transmit copy of a report from Captain Cotton, Civil Engineer, 7th Division, together with one from the Master Attendant at Cochin, containing the information called for by Government on the Building Yards at that port.

With the opinions now expressed by Captain Cotton and the Master Attendant on the subject of the advisability of retaining the Building Yards No. 8 and 10, I have no wish to press my former recommendation, that Mr. Brice, a Merchant at Cochin, be permitted to hold the latter number for a term of 50 years at an annual payment of 400 Rs.

ENCLOSURE (I).

Report of Captain Cotton, Civil Engineer, 7th Division, dated Neilgheries, 21st June 1847. (March 23rd to 25th.)

I have been induced to visit Cochin to form an opinion upon the following points viz:—

1st.—What should be done to secure the place from the effect of the stream that flows along its northern face?

2nd.—What is still required for draining the low lands in the immediate neighbourhood, or rather within the town?

3rd.—What should be done to improve the principal landing place?

4th.—What would be the cost of a beacon on the point of Vypeen, on a plan suggested by the Marine Board, and at the same time whether the beacon is suited to the present condition of the Cochin harbour, and how far it would be found useful?

5th.—What is required for the security of the Flag staff?

6th.—In what manner the building yards should be improved and secured and whether it would be advisable to let No. 10 on a lease for fifty years?

7th.—Whether any better approach could be made to Cochin from the interior.

Several efforts have been made to secure by piles the northern face of the town of Cochin which has a strong current passing along it and frequently very heavy waves upon it from the sea, the bar of the river only partially breaking the swell.

I have on several occasions remarked upon the works hitherto used, having failed and given, as the cause, the perishable nature of the materials of which they were formed—adding at the same time that I considered the principle on which they were constructed objectionable, because the river without increasing its present depth, but only by altering its course as it is continually doing, might at any time undermine them.

The stream which has to be guarded against is 25 to 30 feet in depth and the soil of the bank on which the town is situated is sandy. The works used for its defence have hitherto been cocoanut piles with rough laterite stones behind them.—The length of the piles being about 30 feet—These piles can't be considered sound after three years and as I have before said the stream may at any time that it takes the slightest set against the bank undermine the whole of them.

It is a great object to keep the deep Channel of the river nearly in its present course, or perhaps the best protection to the town would be a long groin that would give an entirely new set to the current. But under the present circumstances I could recommend a series of short groins of loose stone that shall protect the foot of the bank and prevent the movement of the channel in the direction of the town—and on the bank which they accumulate I would build a low wharf wall. These works should be built progressively, time being given to the groins to form the bank, before the wall was built. The security of the whole place will depend upon the groins, while the object of the wall is to save the land in front of the town from being reduced in breadth by taking the slope to which the waves would reduce it, if unprotected. The first I consider quite essential, but it is a question whether or not the land is of sufficient value to make the expenditure on account of the second advisable.

The groins should be of granite or some hard stone if it can be procured, but in the absence of that, the better kind of laterite should be used. The stones must be thrown in and allowed to take their own positions, and as they sink the upper part of the groin must be raised upon. A work of masonry of any other kind must have its foundation lower than the deepest channel of the river bed, or it cannot be considered permanent and the expense of such a foundation would be out of all proportion to the value of the place.

The accompanying plan will show the works I propose. The estimates for which will be forwarded when I have received the necessary data.

With regard to the drainage of the low lands in the town of Cochin, I am of opinion that the most important work has already been done. Several very filthy and offensive holes have been filled up and the Medical Officer agrees with me in thinking that no sickness is occasioned by the flats which still remain. There is, however, one spot near the landing place that should, I think, be levelled, drained and improved as far as it can be done without injuring it as a Timber Yard. For this purpose a sum of money has already been sanctioned and the work will be executed immediately.

Lieutenant Francis formed an estimate for improving a considerable extent of flat in another part of the town and the work would be beneficial, adding to the cleanliness of the place and removing annoyance, but the cost would be 9,500 Rupees and under the present orders I do not recommend it for sanction.

In my former Diaries I have recommended the construction of a small bridge over a stream that enters the river near the landing place. This is very necessary, and should, I think, be built at once. The building of a bridge here was one part of the improvement of the town, which was to be done by Mr. Brice (a Merchant of Cochin) if a long lease of certain lands was given him, but should, I think, be built at Government expense, the terms proposed by Mr. Brice, however liberal not being such as should be taken for reasons elsewhere given.

The cost of this bridge and its approaches will be as follows—

“ Estimate Rs 166-12 ”

The improvement of the principal landing place is very necessary and the Custom-House should be near it instead of on the north face of the town, where the swell makes the landing of goods comparatively difficult and near which none of the Merchants' Warehouses are situated.

The principal landing place is now between No. 10 Building yard and the N.-W. point of the town, well sheltered and convenient, but the ground about it is broken and consequently dirty and frequently offensive.

The sum required for levelling this ground and covering it with Laterite gravel, will be about 100 Rupees.

For a suitable Custom House the expenditure of 1,000 Rupees would be necessary, and for securing the bank by a rough stone revetment from the effect of the stream, would cost a considerable sum more.

Mr. Conolly, however, proposes to economize the former sum by using for the present the little building lately employed as an observatory, to complete this for its new purpose will cost 100 Rupees and for some time to come no additional building will be required.

The above improvements cannot be looked upon as mere embellishments of the place, or as adding only to the respectability of its appearance. They are necessary for the trade of Cochin, and of very moderate cost considered with regard to the growing importance of the place.

There is another landing place between building yards No. 1 and No. 10 which is very narrow and has no open space near it. It is very essential that no encroachments should on any account be permitted upon this entrance to the Bazar.

At the request of the Marine Board I have estimated the cost of a permanent beacon on Vypeen point. I received a contract from a shipbuilder for such a beacon and he estimated it at 750 Rs., but the price is too great and under the management of the Fiscal, I calculate that it might be erected for 550 Rs. of Teak, and 431 of Iyany.

On examining the position proposed for this Beacon I could not think the erection of it advisable. The actual point of Vypeen Island is much too far from the present Channel for it to be of any use as a guide to vessels entering, and to place it on the sand bank which now runs out from Vypeen to the Channel where alone it could be of service, would be to place it on a shifting sand that may, and very probably will, be removed before the end of the next monsoon. Nor is there any position between the extreme point of the sand bank and the Island of Vypeen that can be considered at all more secure. In the last five years I have seen the whole moved and replaced and the first complaint made to me on reaching Cochin in/43 (I think it was) was that the Island of Vypeen was destroyed by a current of the river flowing immediately along its shore—the present spit of sand not existing—

If this beacon was erected as a guide to vessels entering, it would be necessary at some seasons to alter the sailing instructions weekly and if it is intended to give vessels a bearing for their anchorage outside, there are in my opinion land marks already equally well suited in every way.

I have in my Diary at different times spoken of the entrance to the harbour of Cochin, and explained that I consider any permanent improvement of the depth of water over the bar by confining the entrance practically impossible—and Dredging where the sand is kept in motion by the surf and an ocean current flowing at right angles to the passage I consider altogether useless. I still think that a steam tug would be of great service, and when the Trade is sufficient to call for it, that I think should be the first improvement.

I have several times been called upon to give my opinion as to what should be done about the flagstaff at Cochin, which has the misfortune to be situated within a fine old tower, the only remains now left of a great Cathedral built it is said in the days of Vasco de Gama whose body is supposed to have been buried under it.

In consequence of the Flagstaff being within this Classic tower, it requires more attention than all the other flag staffs on the Coast, and now if I was to act upon the wishes of the Cochin people I should recommend the expenditure of at least three thousand Rupees on a stair case and a “deck” of teak upon the top of the tower, the only object of which seems to be for the signal man to sleep upon it.

The lower mast has been placed inside the tower, for what good purpose I can't imagine, but being there I see no reason, why it should not be supported by shrouds and ascended by rattlings like other flagstaffs all over the world. The lower spar is good but the top mast is rotten. I beg therefore to recommend that the Master Attendant who is better situated for asserting the value of the spars and rope he requires than I am, should estimate for replacing the top mast and securing the whole. The old decks and stair case may remain or not, but if the deck is unsafe for the signal man he should do as he would, if the Tower was not there, look out from the Top.

The old Tower is worthy of every cure but neither the Flag staff or deck, add to its beauty or security or interest in any way.

The following is a full account of the yards for ship building at Cochin. It has deep water in front of it, but is too narrow for the building of a vessel larger than 300 tons. The depth of water is sufficient for launching a ship of 1000 tons but to gain sufficient space for laying down her keel would cost in piling, filling up and protecting by groins of laterite 2,836 Rupees and the soil must settle for two or three years before the ground can be trusted. This yard is let annually and the rent at present is 300 Rs. the original tariff rate fixed in 1822.

No. 8.—Is the next lower on the river. It has space for two large ships to be laid down, but the yard is too small for the disposal of the sheds and timber required for the building of two large vessels. The depth of water is the greatest on the river, and it would be considered the most valuable of the building yards, were it not surrounded by the town, which makes it more liable to fire than No. 10, which is clear of buildings. It measures 225 feet by 140 feet and to protect it with Laterite groins would cost 2,083 Rs. 12 As. It rents at present for 300 Rupees annually that having been fixed as the tariff rate in 1822.

No. 7.—the next in succession down the stream is too narrow for the keel of any ship above 100 tons. There is deep water in front of it and if 1,935 Rs. 1 A. were laid out upon piling, filling up & securing it, it would answer for a vessel of about 200 tons. It measures 246 x 51 feet and rents for 180 Rs. annually. It is used for building vessels of very small burden and contains Store Houses.

Nos. 6, 5, 4, and 3.—Are too small for ship building and being occupied by shops may be omitted altogether from the list. The Government have retained a right to this land, but the measurement of the whole united is only 189 by 90 feet, and the Mohturpha is 147½ Rs. about their value if thrown into one yard and let for ship building.

No. 2.—measures 220 by 160 feet, has water in front of it for a vessel of 600 tons. It is let for 190 Rupees, which is 10 Rs. more than the rate fixed in 1822. It measures 440 by 140 feet and can no longer be considered a building yard, though the Government can claim the ground at will. As a yard for ship building, it was sufficient in extent and had depth of water enough for several small vessels not launched, but taken on rollers to the water.

No. 1.—has now a large building on it containing Cotton screws. It measures 440 by 140 feet and can no longer be considered a building yard, though the Government can claim the ground at will. As a yard for ship building, it was sufficient in extent and had depth of water enough for several small vessels not launched, but taken on rollers to the water.

No. 10.—All things considered this is the most valuable yard in Cochin. Two large vessels might be built upon it, but it requires a considerable outlay for placing it in a fit state for that purpose.

It measures 420 x 300 feet, but when piled it would measure 560 x 400 and the expense of this would be 3,771 Rs. 10 As. The position of this ground gives it the advantage over all others as being more out of danger from fire.

It rents for 240 Rs. a year and a merchant has offered 400 yearly on conditions that the lease is for 50 years. This is a most liberal offer, but after examining the whole line of yards and taking into consideration the state of the landing places which are very few and confined, I think the Government should hold No. 10 at their own disposal and reclaim all the space that can be taken into advantage leaving open for a landing place, all that would be necessary for that purpose.

When I say that Government should hold this piece of ground, I do not mean that it should not be let on short lease for ship building, that I think it should. But the result of a long lease would not improbably be its occupation by warehouses, which would be objectionable even if Government did not require it in the mean time for ship building. In addition to the building yards enumerated, there is an island in the Cochin backwater (called Candle Island) about one and a half mile from the town, on which a ship of 400 tons could be built, but its position is against its value, as the master builders have, usually several vessels under their management at once, and it is a great point of course to have the yards as near as possible to each other.

There are as far as I can ascertain no other building Yards in the British territory, which can be considered suitable for the purpose. There are two pieces of ground near the entrance of the river on which Ships are occasionally built but they are on sand banks varying so rapidly in extent that while a ship may be laid down with its stern close to the water and before she is ready to launch the bank may have extended many yards and the ship is only to be got into the water upon rollers at great risk of her back being broken. Or the sand may be removed by a set of the stream and the vessel endangered by a reduction of the bank. These yards are private property.

I have now mentioned all the ground suitable for ship building except two spaces kept for landing places and two pieces claimed as private property between Nos. 1 and 10 which have houses upon them and in their present condition, are too confined for laying down keels. Without the Government is disposed to spend a large sum of money on the yards in improving them to the utmost and rendering them secure, I think it would be better to give the greater part of them to private individuals on leases for such periods as will induce them to make permanent improvements, but whatever is done I would strongly recommend with reference to the large body of artificers settled at Cochin as well as on other considerations, that no

part of them is for the present given up for any other purposes but ship building. The space as will be seen is very limited already and though ground in other respects suitable might be found in the territories of Cochin, a ship built there would not be considered a "British" ship.

Should offers be made for improving any of the building grounds except Nos. 8 and 10 on condition of a long lease being given, I think the terms might be considered and an arrangement made, but the building yards Nos. 8 and 10 are so well situated that I would strongly recommend their being kept in Government possession and put into the highest order—they might then be let on such a lease that the Government could at any time take possession, sufficient notice of course being given to admit of vessels on the stocks being completed. But on no account would I recommend their being let for any purpose but ship building, and on no account on a long lease unconditionally.

Mr. Brice, a Merchant of Cochin, made an offer for No. 10, and I agreed with Mr. Conolly in thinking the offer liberal, but my examination of the building Yards have led me to the opinion I have now given and I do not think that any offer however liberal as to rent should place this piece of ground beyond the reach of the Government for 50 years.

The manner of recovering the ground swept away each year by the current is objectionable from its being so very temporary. Piles of Coconut trees are driven round the space required and soil is brought to raise the level within them, but the piles last a very short time and the earth brought from a great distance is again swept away. It would not of course answer to turn the whole stream from this bank of the river, as without deep water in front of them the building yards would be useless. The works for the defence of the shore must be such that the stream shall not undermine them, but do nothing to give a fresh set to the current. This I think may be done by groins run out from the shore just so far as is at present, piled when the building yards are inclosed; or a very little further. These groins should not I think be connected by their outer points as is done at present in piling, but when a yard has to be raised by artificial means piles might be driven, along the front and earth thrown behind them, but groins I should hope would accumulate sand & save the expense of bringing it from a distance.

The present system of piling all round a piece of ground ensures the necessity for raising it with soil brought from some other point, as the front piles keep out the sand, which might collect from the side piling acting as groins. This plan should not therefore be adopted except to secure an accumulation or enable a yard to be extended sooner than the process of accumulation would effect it.

Since my examination of these Yards I have passed through a part of the Teak Forests of the Annamullay Hills, and seen the facility which exists for bringing down that magnificent timber to the Port of Cochin. I am now more than ever anxious that every care should be taken of these yards, as it would be a matter of great importance that ship building should be encouraged to the utmost at Cochin, for the working up of timber of smaller dimensions than would be exported for the Naval Dock yards in England. Even if it were no object to encourage skill in case it should ever be thought advisable to employ these yards themselves for building Men of War.

With regard to those Forests and the means of working them I will forward some further remarks for the consideration of the Board, but the position of that vast store of timber with reference to the Port of Cochin induces me to mention it here.

To complete the object of my visit to Cochin, I determined to examine if I could procure guides, a direct line of road into the interior across the Annamullay Hills and the result of my examination of the Country is on the whole highly satisfactory. I find that there is a river navigable almost directly inland to Malatour, nearly thirty miles—and from that point till I reached the village of Annamullay in the Coimbatore District, I met with no hill which I consider more than 1,000 or 1,200 feet above the sea. The path by which I crossed the Hills, though only used by smugglers, is a very good bridle road and remarkably level in general. The rivers all fall from the very borders of Coimbatore to the Westward, the highest ridge being immediately over the plains of Poolachy and Oodamullacottah and though in the direction I moved there was an unbroken jungle for 58 Miles, I have reason to believe that there is no very virulent fever in the interior of the hills. Nor would there be any very expensive cutting in the formation of a road.

My opinion is that a road should be opened through these hills, not only to improve the Port of Cochin, but to give the Southern Talooks of Coimbatore a market for their produce from which they are completely shut out at present. The same road aided by the rivers, which as I said before all flow to the Westward, would take the Teak of those magnificent forests to the Western Coast—and by that one article alone the cost of the road would be again and again repaid.

The Annamullay Hills belong partly to the Travancore and Cochin Circars and on their Northern edge to the Company's District of Coimbatore, no part of them in the direction of the proposed road being within the limits of No. 7 Division. Under these circumstances I can only urge further examination of the line and give the memoranda I made as a guide to

any Officer who carries on the enquiry. I may here observe that in tracing the Perambaddy Ghat in Coorg I lost the services of my first assistant for the general duties of the division for a whole season, which was not fair upon the Districts of No. 7.

This line of road, if it led to a good use being made of the whole Teak forests of the Annamullays would be a work of great importance not only to this port of India, but to England also—and its value to Coimbatore would be incalculable, leading not only to the general improvement of its Southern Talooks, but almost certainly to a vast growth of that Cotton which has lately been so highly spoken of in Manchester, this being the Country best suited to it both from the soil and season.

ENCLOSURE (2)

Letter—from P. S. DIXEY, Master Attendant, Cochin.
To—H. V. CONOLLY, Esq., Collector of Malabar, Calicut.
Dated—10th February 1847.
No.—18/1847.

In obedience to the orders conveyed to me in your letter of the 1st instant, No. 186, I have the honor to submit a report on the building Yards at Cochin. I have carefully examined the several building yards, and have ascertained the depth of water in front of each.

The relative value of the several yards depends:—

- 1st. On the depth of water in front, and consequent facility for launching Vessels.
- 2nd. On the dimensions of the yards.

I beg to submit a plan exhibiting the depth of water in front of each yard and the dimensions of each yard.

To improve the yards I would suggest that they should be advanced (by driving piles and filling up in the usual manner) into the river to the dotted line A, this would give a good depth of Water at all the Yards, and would render them much more valuable for ship building or for landing stores &c.

Cochin is rapidly rising in importance as a commercial port, and I am of opinion that the valuable piece of ground running along the water side exhibited in the plan should be held available for any Public purpose to which it may be desirable hereafter, to apply the whole or any portion of it, and that consequently it should not be placed beyond the reach of Government by the issue of grants on long leases.

If the yards were advanced in the manner which I have ventured to suggest, and a few permanent Offices for the convenience of tenants erected in each yard, I think the whole of them might be rented at fair rates, on short leases, and be always available for the Public service when required.

RESOLUTION—No. 377, DATED 12TH AUGUST 1847.

The Most Noble the Governor in Council was pleased under date 11th January last to intimate that he was not prepared to pass any further orders on the subject of the communication of the Board of Revenue, dated 8th October 1846, until the report of the Civil Engineer of the Division on the Building Yards at Cochin required in Extract Minutes of Consultation, dated 10th August 1846, was laid before Government and at the same time directed that a report similar to the above should also be submitted by the Master Attendant at Cochin particularly as regards the relative value of the yards for the public service and the improvements necessary to make them available for the purposes for which they may be required. The Collector having furnished the information called for, the Board beg to submit his letter together with copies of the reports of the Civil Engineer and Master Attendant for the consideration and orders of Government.

2. Mr. Conolly, it will be observed, with the opinion now expressed by Captain Cotton and the Master Attendant on the subject of the advisability of retaining the Building Yards Nos. 8 and 10, has no wish to press his former recommendation that Mr. Brice, a Merchant at Cochin, be permitted to hold the latter number for a term of 50 years at an annual payment of Rupees 400, and the Board accordingly recommend that the Collector be instructed to intimate to Mr. Brice that the Government are not prepared to accept his offer. In regard to the Yards Nos. 8 and 10 Captain Cotton has recorded the following opinion "the building yards Nos. 8 and 10 are so well situated that I would strongly recommend their being kept in Government possession and put into the highest order—they might then be let on such a lease that the Government could at any time take possession, sufficient notice of course being given to admit of vessels on the stocks being completed but on no account would I recommend their being let for any purpose but ship building and on no account on a long lease unconditionally". Captain Cotton add

"Since my examination of these yards I have passed through a part of the Teak Forests of the Annamullay Hills, and seen the facility which exists for bringing down that magnificent timber to the Port of Cochin. I am now more than ever anxious that every care should be taken of these yards, as it would be a matter of great importance that ship building should be encouraged to the utmost at Cochin, for the working up of Timber of smaller dimensions than would be exported for the Naval Dock Yards in England, even if it were no object to encourage skill in case it should ever be thought advisable to employ these yards themselves for building Men of War."

"With regard to these Forests and the means of working them I will forward some further remarks for the consideration of the Board, but the position of that vast store of Timber with reference to the Port of Cochin induces me to mention it here."

Captain Cotton's remarks on the Annamullay Forests and the best means of working them have been received in the Department of Public Works and will be submitted to Government in a separate communication, meanwhile the Board are of opinion that the Yards Nos. 8 and 10 should be leased for ship building only, and that not for lengthened periods.

(ii)

Extract from the Proceedings of the Board of Revenue, dated 16th September 1847, No. 433.

Read letter from the Collector of Malabar, dated 25th Ultimo, forwarding Copy of a communication from Messrs. Oughterson and Campbell, offering to rent Building Yard No. 10 at Cochin, for any period under 20 years, at the rate of 500 Rupees *per annum*; and suggesting that Tenders be invited for the occupation of this yard for 5 Years.

Resolution—No. 433, dated 16th September 1847.

Resolved that the foregoing letter be submitted for the orders of the Most Noble the Governor in Council with reference to Extract from the Proceedings of the Board dated 12th Ultimo.

2. The Board beg to support Mr. Conolly's recommendation that the Building Yard No. 10 be let by competition for 5 Years.

ORDER—DATED THE 2ND OCTOBER 1847, No. 1079.

*Para. 1.—*With reference to the information conveyed in the correspondence received with the foregoing Proceedings relative to the Building Yards at Cochin, the Most Noble the Governor in Council is pleased to direct, agreeably to the recommendation of the Board of Revenue, that the Yards Nos. 8 and 10 be leased as proposed by the Civil Engineer, Captain F. C. Cotton, "for Ship Building only and that not for lengthened periods."

2. His Lordship in Council also approves of the proposition of the Collector of Malabar communicated in the Board's Proceedings of the 16th September, to let for five years on competition, the building yard No. 10, the Government reserving the power of occupying the yard for its own purposes at any time before the expiration of the lease, should occasion arise.

3. Captain Cotton's proposal to open a road across the Annamalay Hills appears to be a work of great importance, but as a separate report on the subject of these Hills generally and of the Forests on them, is before Government in the Public Department, no further notice is here required.

4. The Board of Revenue will instruct the Collector of Malabar to communicate with Captain Williams, the Bombay Timber Agent, and obtain a report from him on the quality of the Teak growing on the above Hills and particularly on the line which Captain Cotton proposes for a road by which the produce of Coimbatore might be transported to the coast.

5. Resolved that copies of Captain Cotton's report, together with the further communication from the Board on the subject of the Annamalay Forest, be

furnished to the Resident of Cochin and Travancore, and that that Officer be requested to communicate his views to Government.

*From—*The Secretary to Government, Revenue Department.
*To—*The Resident in Cochin and Travancore.
*Dated—*Fort St. George, the 2nd October 1847.
*No.—*1080.

I am directed by the Most Noble the Governor in Council to transmit an Extract from a Report furnished by Captain F. C. Cotton, Civil Engineer of the 7th Division, on the subject of opening a road across the Annamalay Hills to facilitate the conveyance of Teak Timber and the produce of Coimbatore to the Coast, and to request that you will favor the Government with your views on the proposition.

2. A copy of a further communication from the Board of Revenue on the subject of the above Hills also accompanies.

XXXVII.—REVENUE CONSULTATION, DATED 5TH DECEMBER 1848.

Read—the following :

(I) *Proceedings of the Board of Revenue, dated 3rd February 1848.*

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
*To—*D. WHITE, Esq., Acting Secretary to the Board of Revenue, Fort St. George.
*Dated—*Calicut, 5th January 1848.
*No.—*2.

My attention was attracted some time ago to the fact that the Cocoanut Gardens at Vypin and other Villages dependant on Cochin paid no tax to Government. On inquiry I was informed that the Proprietors claimed immunity on the ground of an agreement entered into between the Dutch and Cochin Governments, under date the 11th October 1785, by which it was declared that lands held in proprietary right by Dutch, Portuguese and Native Christians were to be exempted from taxation. To elucidate this agreement I made a reference to the Resident of Cochin from whom I ascertained that this rule not only *did* exist, but was still considered in force in the Rajah's dominions, with the proviso however, that the land held in proprietary right by Christians, if sold to Hindoos and Mussalmen, became liable to be assessed to revenue. On the same principle, Lands owned by Hindoos & Mussalmen but in the possession of Christians merely on mortgage or simple lease, were *not* held to be entitled to any privilege of freedom from assessment.

2. This latter point, the non-immunity of those of a different faith to the Christians is one of importance, and is indeed the chief cause of my addressing the Board at present. It would appear from an account which I have had taken that there are 117 Cocoanut Gardens, capable of paying annually about 750 Rupees in British Cochin which are held free of rent—but that of these, 96 Gardens only, the assessment of which is computed at 540 Rs. are the Jenm Property of Christians, the residue 21 Gardens assessable at 210 Rs. belonging to Hindoos.

3. I do not see why these latter should escape a payment which they would, as shewn above, be liable to under similar circumstances in the Cochin Sircar's territories, but adverting to the long immunity which they have hitherto enjoyed, I beg to be favored with the Board's judgment ere proceeding further.

It is to be remarked, that the capitulation of Cochin of 1795 does not contain any stipulation bearing upon this particular point unless article 13th be considered applicable thereto, which in my opinion it is not.

*From—*T. PYCROFT, Esq., Secretary to the Board of Revenue.
*To—*the Collector of Malabar.
*Dated—*the 3rd February 1848

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated the 5th ultimo, on the subject of the exemption enjoyed by certain classes of persons from the payment of assessment upon Gardens situated at Vypin.

and other villages dependent on Cochin, in virtue as alleged of an agreement entered into between the Dutch and Cochin Governments in the year 1785.

It appears from your letter that the Cocomat Gardens thus held rent free in these villages amount to 117, capable of paying an annual rent of rupees 750, of these 96 Gardens are represented as being the *bona fide* property of Christians, and as such exempted by the terms of agreement from assessment. the remaining 21 gardens assessable at Rupees 210 being held by Hindoos on similar tenure, although that class of persons has not been included by the instrument in question, in the privileges thereby extended to the Dutch, Portuguese and Native Christians.

3. In reply to your request to be favoured with the Board's sentiments as to the course to be pursued in respect of the Gardens held by the non-exempted class viz. the Hindoos, I am instructed to state that as far as at present informed the Board concur with you in considering that there is no just reason why these latter Proprietors should escape a payment to which they would be liable under similar circumstances in the Cochin Territories. The mere fact of long immunity cannot be held to confer a right which had no previously acknowledged existence. Before taking any further steps however the Board would wish to be more explicitly informed of the exact nature of the right raised by these parties to hold their lands unburdened by assessment.

4. This immunity is represented to have been conferred by an agreement entered into both between the Dutch and Cochin Governments, under date the 11th October 1785—what the provisions of that instrument may have been, as regards the point at issue, the Board have no information before them, there is, as you observe, nothing in the Treaty of the Capitulation of Cochin which bears date 10 years subsequently, which can be construed as a recognition of any such privilege on the part of the British Government. As the rule however is in force in the Cochin Dominions the Board request that you will communicate with the Resident on the subject and at the same time call upon the holders of the Gardens to prove their right to retain the lands free of assessment and to produce any documents which they may possess in support of such immunity.

5. It is also desirable that the manner in which these particular Gardens are entered in the accounts should be explained and the Board also would wish to know how it has occurred that these parties have been allowed hitherto to remain in possession of their lands without the question having been submitted for the decision of higher authority.

(II) *Proceedings of the Board of Revenue, dated 21st August 1848.*

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To.—T. PYCROFT, Esq., Secretary to the Board of Revenue.
Dated—Calicut, the 22nd July 1848.
No.—76.

With reference to Para 4th of your letter dated the 3rd February last, I have the honor to state, for the information of the Board, that previously to addressing you under date the 5th January, I communicated with the Resident on the subject of the immunity claimed by the Dutch, Portuguese and Native Christians on account of Lands held by them in proprietary right. I beg to forward copy of the correspondence and to add that the Holders of the Gardens alluded to by me have only produced the Title Deeds under which they hold them, but have no Documents to prove their right to retain them free of assessment. They however make mention of the agreement of October 1785, and the fact of the rule being in force in the Cochin Dominions.

The 117 Gardens specified in the 2nd Para. of my letter above adverted to, are not entered in any public account whatever; it was this anomaly which led me to order an inspection and list of them to be made.

The records of my office do not shew why the Parties have hitherto been allowed to remain in possession of their Gardens without the question having been submitted for the decision of higher authority.

ENCLOSURE (1).

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To.—Major-General CULLEN, Resident, Travencore and Cochin.
Dated—Calicut, the 23rd April 1847.
No.—640.

I shall feel much obliged by your informing me if it is the practice in the Cochin Rajah's Country to permit all lands & gardens belonging to the Dutch—Portuguese or Native (Roman Catholic) Christians to be held free of Government tax—and merely to assess them in the event of their being transferred to a Hindoo or Mussalman Ryot.
Should this be the practice as the Christians on our Cochin limits assert to be the case, I shall deem it an additional favor if you will let me have a copy of any record (if in existence) which authorized the exemption. Perhaps too you will let me have a rough statement of the number of lands & gardens so exempted.

The information is requested to enable me to determine on the propriety of levying a tax on our Christian subjects in Cochin &c. on their lands.

ENCLOSURE (2).

Letter—from Shungara Wariyar, the Dewan of Cochin.
To.—Major-General W. CULLEN, Resident, Travencore & Cochin.
Dated—Ernakulam, the 25th September 1847.
No.—334.

With reference to your letters Nos. 634 & 1324 under dates respectively the 6th May last & 16th Instant and their enclosures, I have the honor to state that certain lands, which were in the possession of Dutch, Portuguese and Native Christians (called Markakars), before the year 1784 and held by them in Attiparru tenure, are free of Government tax according to the agreement between the Dutch & Cochin Governments dated 11th October 1785, an extract of which is herewith forwarded together with a rough statement of the number of lands and Gardens still held by them free of tax.
If however any lands or Gardens so exempted be transferred to Hindoos or Mussalmans they are liable to be assessed.

ENCLOSURE (3).

Letter—from Major-General W. CULLEN, Resident of Travencore & Cochin.
To.—H. V. CONOLLY, Esq., Collector of Malabar.
Dated—Trivendrum, the 28th September 1847.
No.—1364.

In acknowledging the receipt of your letters Nos. 640 & 1442 dated respectively the 28th April last & 10th instant, requesting information relative to all lands & Gardens in the Circar territory belonging to Dutch, Portuguese or Native Christians, I have now the honor to communicate to you copy of a report on the subject from the Dewan of Cochin No. 334 of 25th Instant, with its two accompaniments.

RESOLUTION—DATED 21st AUGUST 1848.

The Board of Revenue observe that the extract from the agreement between the Dutch and Cochin Governments dated 11th Oct. 1785 mentioned in the letter of the Dewan of Cochin has not been furnished. They request that it may be forwarded, and that the Collector will at the same time explain whether on the execution of that agreement any accounts were prepared specifying the number and extent of the gardens which were to be exempt from assessment under its provisions. If so, and the 117 gardens referred to in the Collector's letters of 6th January and 22nd July are not entered in the account, the reason of the omission should be stated. The Board also wish to be informed when and in what manner the 21 gardens held by the Hindoos were acquired by them—and further whether there are any other gardens in Cochin free of tax and if so, under what titles of exemption and how they are entered in the public accounts.

(III) *Proceedings of the Board of Revenue, dated 16th November 1848.*

Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To.—T. PYCROFT, Esq., Secretary to the Board of Revenue.
Dated—Calicut, the 17th October 1848.
No.—106.

Referring to the Board's Proceedings under date the 21st August last, I have the honor to forward a translation of the Extract from the Agreement between the Dutch and Cochin Governments dated the 11th October 1785, furnished in Malayalam by the Dewan of Cochin.

2. From the length of time that has expired, it has been impracticable to ascertain whether or no any accounts were prepared on the execution of that Agreement, specifying the number and extent of the Gardens which were to be exempt from assessment under its provisions. Of the 21 Gardens held by Hindoos, as stated in my previous letters on this subject, the majority appear to have descended to the present holders by inheritance, and the remainder to have been acquired by purchases, from former *Hindoo* owner, at different periods within the last 25 years.

3. There are a few other Gardens, held free of tax, and supposed to be within the limits of Villages belonging to British Cochin; but the parties to whom they belong contend that they are situated within the Cochin Rajah's territory. The question is now under inquiry. These Gardens are not entered in our public accounts.

ENCLOSURE.

Extract from an Agreement entered into between the Perimbaddapil Swaroovom and John Gerard Van Anglebeck, Governor of the Dutch Settlement of Cochin, on the 29th Kany 961 or 11th October 1785

Whereas in the Malabar year 927, corresponding with A. D. 1762, as per Dutch Almanac, a rule was enacted to the effect, that all the native inhabitants as well as Christians should pay a revenue at the rate of 1 in 8 on Gardens,—planted with cocoanut and other fructiferous trees,—and 3 in 10 on Paddy fields. Whereas from the said year to this date Christians have not paid the above revenue, and Whereas the Raja has not come to the determination of demanding the said assessment from them (the Christians) in arrears for that period, vizt. from 927 to 959 M. S. or from A. D. 1762 to 1784, as per Dutch Almanac—It is now mutually agreed, that they, (the Christians) shall be excused the payment thereof for the aforementioned period, and that this exemption shall continue for the future on lands and parambas held by them either on Kanom, Nerpatom or Panneyom tenures.

2d. The rate of assessment of 1 in 8 is as follows:—A revenue of 12½ fanams, shall be levied on a Pantom of 100 fanams, calculated at the rate of 2 Pootens for each bearing cocoanut tree, allowing for every 100 trees, 3 as. Kettoo or unproductive Trees:—One quarter of a fanam for each bearing beetlenut tree, and 8 Pootens for each bearing jack tree.

3d. The Attiper parambas or Gardens held by the Christians, whether by purchase or inheritance are also to be exempt from the aforesaid assessment: they will not therefore be required to pay the same.

4th. As regards the assessment of 3 in 10 on Paddy lands; Cultivators of such lands are to pay annually at the rate of 3 parras of paddy for a land sown with 10 parras of seed.

In addition to the above, the following rule is established in respect to salt pans held and worked by Christians. Hitherto a duty in salt has been required to be paid to the Raja on pans held by them whether on Kanom, Nerpatom, Panneyom, or Veroompatom tenures as follows:—the first payment to be made to the Rajah, the 2d to the Amah Raja, 3rd to the Junior Raja, 4th to the Paleyathachen & the 5th to the Moodatalen. This practice is to be discontinued from this date and the following observed in lieu thereof vizt. on a pan consisting of 30 Compartments, 7½ Cootties of Salt shall be delivered annually for the Raja & nothing more.

5th. The Attiper Salt lands purchased or inherited by Christians will not however be liable to the aforesaid taxation. In short, they are not to pay either the 1 in 8 or the 3 in 10, nor the salt duty.

From—the Board of Revenue.

To—the Chief Secretary to Government.

Date—the 16th November 1848.

No.—595.

I am directed by the Board of Revenue to submit for the orders of the Right Hon'ble the Governor in Council, the accompanying correspondence which has passed between this office and the Collector of Malabar, on the subject of certain cocoanut gardens in Vypin and other Villages dependant upon Cochin, which are held free of assessment.

2. From this it will be seen, that the gardens in question, which are 117 in number, and if assessed in the usual manner would yield a revenue to Government of Rs. 750 *per annum*, are enjoyed free of tax, in virtue, as it is alleged, of an agreement entered into between the former Dutch and Cochin Governments, wherein it was declared that lands held by Christians were to be exempt from taxation. This engagement, it has been ascertained from a reference to the Resident, is still in force in the Rajah's territories, but with the proviso, that the ex-

emption secured by it is to apply only to lands held by Christians in proprietary right, and not to such as have been obtained by them from Hindoos and Mussulmen merely on mortgage or simple lease. It also does not extend to such lands as having been held by Christians have been sold by them to Mussulmen or Hindoos.

3. Notwithstanding this last exception, it appears that 21 of the gardens now under report, assessable at Rs. 210, are the property of Hindoos, having, in most cases, descended to them by inheritance, and in the rest, having been purchased by them from Hindoos, Owners within the last 25 years. It is to these principally that Mr. Conolly's application has reference, and as regards these at least he states he cannot perceive why they should escape a payment to which they would be liable under similar circumstances in the Cochin Circar territories.

4. None of the 117 gardens are entered in any public accounts, and for none is there any document entitling them to freedom from assessment, except the agreement already mentioned.

5. It seems doubtful whether adherence to the engagement of 1785 in favor of the Cochin Christians can be said to have been guaranteed in the articles of Capitulation under which Cochin was surrendered in 1795. Considering however that the immunity granted to the Christians by that engagement would seem to date from the year 1762 or 86 years since, and is still in force in the Rajah's country, the Board would suggest that the present exemption may be allowed to continue as regards the 96 gardens which are now held *bona fide* by Christians on proprietary right, but that it should subsist only for as long a period as these gardens may be held on their present tenure and further should not extend to any other lands which may be acquired by the same parties. The 21 gardens in the possession of Hindoos do not appear to have the same title to exemption, but as these properties also would seem long to have been enjoyed free of tax and its immediate imposition would probably be felt as a hardship, the Board would suggest that these might be held rent free for the lives of their present holders and be raised to full assessment on lapses occurring, provided however that no garden be assessed for the next 10 years, and that on a lapse occurring within that period, the property be left free to the heirs of the deceased holder for the remainder of that term.

ORDER—DATED 5TH DECEMBER 1848.

The Right Honorable the Governor in Council authorizes the Board of Revenue to issue instructions to the Collector of Malabar on the subject of certain cocoanut gardens in Vypin and other villages dependent upon Cochin, in accordance with the propositions contained in the last para of the foregoing letter.

XXXVIII.—POLITICAL CONSULTATION, DATED 30TH JANUARY 1849.

Read—the following paper.—

Letter—from Major General W. CULLEN, Resident at Travancore and Cochin.

To—Sir H. C. Montgomery, Bart., officiating Chief Secretary to Government, Fort St. George.

Dated—Trichoor, the 27th December 1848.

9. The limits of the Company's ground at Cochin are exceedingly confined, nor is there I believe near space enough for ship-building. It may therefore be worthy of consideration, whether to a portion of the adjoining Sirkar suburb of Muttoncherry, might not be extended the privilege of vessels built there, being entitled to a British Registry.

ORDER—DATED 30TH JANUARY 1849.

The Collector of Sea Customs at Madras, to whom a Copy of para. 9 of the above letter will be furnished, will be pleased to report on the proposition therein made for vessels, built at Muttoncherry being entitled to a British Registry.

XXXIX.—REVENUE CONSULTATION, DATED 27TH FEBRUARY 1849.

Extract from the minutes of Consultation, Political Department dated 23rd February 1849, No. 93.

Read—the following paper.—

*Letter—From W. E. UNDERWOOD, Esq., Collector of Sea Customs, Madras.
To—J. F. THOMAS, Esq., Chief Secretary to the Government.
Dated—the 12th February, 1849.
No.—34.*

I have the honor to report upon the proposition of the Resident of Travancore as to whether to a portion of the adjoining Circar suburbs of Muttoncherry might not be extended the privilege of Vessels built there being entitled to a British Registry.

2. Act X of 1841 will, I much fear, be found to prohibit a compliance with the request of the Resident. It is based upon 3 and 4 Vict. Cap. LVI, which enacts, under certain conditions, that ships built or to be built within the limits of the East India Company's Charter, shall be deemed to be British ships within these limits, and entitled to a Certificate of Registry—ships built within the Dominion of Native Princes are allowed the same privilege of British Vessels, but in lieu of a Certificate of Registry, are to receive fit and convenient licenses or Passes.

3. The grant of a Pass is consequently provided for under Section XXIV, Act X of 1841, to be issued under the Company's Seal and subscribed by a Secretary to Government. A Pass of this character is, I apprehend, all that can be granted under the Law, as it now stands, to Vessels built on ground, the property of the Native States of Travancore.

4. I know from personal observation the importance of the Port of Cochin. Its river is one of the few on this side of India into which Vessels of tolerably large burthen can enter. It has peculiar facilities for ship building and boasts of excellent workmen, and it will be as advantageous to the Government as to the people to do everything which may add to its prosperity. I would therefore with much deference recommend that the Collector of Malabar be placed in communication with the Resident of Travancore with a view to so much ground as may be requisite being made over to the British Government, to allow ship Building on both sides of the River, as the Vessels so built will be entitled to Certificates of British Registry.

5. This will be a great advantage to the Travancore State, as it will make available the Timber of its fine Forests and probably increase its value.

6. An arrangement which will be so advantageous to all parties will not I apprehend be a matter of much difficulty.

ORDER—(POLITICAL) DATED THE 23RD FEBRUARY 1849.

Resolved that the foregoing letter be communicated to the Resident of Travancore and Cochin, with reference to para 6 of the order of Government of the 25th Ultimo No. 39, and to the Board of Revenue (through the Revenue Department) who will be pleased to place the Collector of Malabar in communication with Major General Cullen to consider the proposition contained in the 4th and 5th paras of the letter above recorded.

ORDER—No. 206. REVENUE DEPARTMENT, DATED 27TH FEBRUARY 1849.

Ordered that the foregoing Extract be communicated to the Board of Revenue.

XL.—REVENUE CONSULTATION, DATED 1ST MAY 1849.

Extract from the Proceedings of the Board of Revenue, dated 19th April 1849, No. 167.

*Letter—from H. V. CONOLLY, Esq., Collector of Malabar.
To—T. PYCROFT, Esq., Secretary to the Board of Revenue.
Dated—Calicut, the 28th March 1849.
No.—25.*

With reference to the Extract from the Proceedings of the Board of Revenue under date the 8th Instant, I have the honor to enclose, for the purpose of being

aid before Government, copy of a communication from the Resident of Travancore and Cochin, dated 19th Instant stating that the Cochin Sircar are not disposed to cede any ground at Muttoncherry to the Honorable Company.

ENCLOSURE.

*Letter—from Major Genl: W. CULLEN, Resident, Travancore and Cochin.
To—H. V. CONOLLY, Esq., Collector of Malabar.
Dated—Cochin, the 19th March 1849.*

In acknowledging receipt of your letter No. 494 of the 15th Instant, I have the honor to acquaint you that the Cochin Sirkar are not disposed to cede any ground at Muttoncherry to the Honorable Company.

The proposal of the Sirkar was that the Government should grant to a portion of the Sirkar town of Muttoncherry the privilege of ships built there having a British Registry, an arrangement which it was supposed would be a convenience to British Merchants as well as beneficial to the Sirkar, but it was stated by Mr. Underwood, that such an arrangement would be contrary to the Act of Parliament.

Such being the case, the Sirkar would not wish to relinquish any part of Muttoncherry.

RESOLUTION DATED 19TH APRIL 1849.

Resolved that the foregoing letter be submitted for the information of Government, with reference to Extract Minutes of Consultation, 27th February last.

ORDER, DATED 1ST MAY 1849.
To be recorded.

XLI.—POLITICAL CONSULTATION, DATED 18TH OCTOBER 1854.

Read—the following paper.—

*Petition—from CHOOROODA SHETTY GHEERY and about 115 others, inhabitants of Cochin Circar and British Cochin.
To—LORD HARRIS, Governor in Council of Fort St. George and its dependencies.
Dated—22nd September 1854.*

We, the undersigned Inhabitants of the Cochin Circar, and also of British Cochin, most humbly and respectfully beg leave to submit this, our address, for the favorable consideration of Your Lordship in Council, consequent on certain arbitrary and tyrannical measures of the most extreme and hitherto unheard of punishment, capriciously meted out, by Ravee Vurmah, the present Rajah of Cochin, in the sanguinary orders granted to H.H's Ameen and Peons, in the recent unwarrantable and illegal seizures, by the Cochin Circar of Pepper, which have been accompanied by the most unprecedented deeds of violence and deliberate murder, since the month of August 1853 (Chingom 1029) up to the present time, in having wilfully and mortally shot 19 men and upwards, and wounded 13 others, on the backwater or River, which is the common Highway and free water course, for the subjects of all the three Circars, (viz. Honble Co. & Travancore and Cochin) while the Ryots were bringing their surplus pepper from Travancore to the free Port of British Cochin for sale, to support themselves, & families from Hunger and starvation,—these deeds of violence & bloodshed, practised by the said Ameen and peons, being, even against the existing Regulations of the Cochin Circar and most decidedly against the specific conditions of the Treaty of 1809, entered into, by the Cochin Rajah for himself & successors, with the Hon'ble. Sir George H. Barlow, Bart. then Governor in Council of Fort St. George, in the name of & for the Hon'ble E.I. Company, and for which despotic measures the present Rajah of Cochin, must assuredly be considered, as, morally, virtually and legally responsible for the lives of these men for such summarily extreme punishment of death, meted out to these Ryots without law by the said Ameen and Peons,—and, as such, we have abundant reasons to entertain the greatest apprehensions that the liberties, interests, property, feelings & even life itself, may be violated with impunity, under the recent sanguinary system, pursued

by the Rajah of Cochin's orders, and carried deliberately into execution, (without the previous knowledge and sanction of the British Government) under the immediate assumed authority of H.H's Govt. and which, have created great excitement and dissatisfaction in this quarter: for while the Ryot can be thus summarily shot and brutally deprived of his life without law, there is therefore, evidently an end, at once to the liberty of the subject in the Cochin Circar's Country: and, since the present Rajah's accession to the Musnad only, have these tyrannical measures been enforced.

2. One man, a subject of the Cochin Circar, by the name of Pilo Burkey, petitioned the British Resident, when he was at Bolghatty, in the Cochin Country, and shewed him the corpse of his brother who had been shot dead by the Cochin Rajah's Ameen and Peons. The resident endorsed the Petition, ordering the Cochin Authorities to properly examine into and report on the subject, but, instead of which, the Cochin Rajah had the said Petitioner, when he presented his Petition (with the British Resident's endorsement thereon, summarily and illegally cast into prison, (unheard and uncondemned), where he was kept for several months and the most false and grossly unfounded report, was sent in by the Cochin Rajah's orders, to the British Resident, that the Ryots who brought the pepper quarrelled among themselves and killed each other,—and, ought, such wilful inattention to the reasonable advice of the British Resident to examine into this serious matter of violent robbery and murder be treated with the impunity of intrigue and charlatantry, in violation of the 9th article of the Treaty of 1809? Two wounded men shot by the Rajah's Ameen and Peons died in the Hon'ble Company's Hospital at British Cochin, while the shots from others were extracted therefrom. That the Resident's authority is condemned and derided is evident—and any reference made by him to the Cochin Rajah's authorities must be evidently futile, since his advice or endorsements are thus treated with the utmost inattention and defiance: while it will intimidate the Cochin or other Ryots from petitioning the Resident or the Circar, against these inhuman atrocities, since, instead of being listened to, or redressed, even when the British Resident endorsed their petition they are, nevertheless, though innocent, summarily and despotically deprived of their liberty by being illegally imprisoned—and by this system of terror, complaints are stifled,—for the Ryots cannot communicate them with a lash held over their heads.

3. The Territories of the Cochin Circar scarcely produce any pepper to make mention of;—thus, about fifteen to twenty toolams weight at Kanianoor Village, about five toolams in the Cochin Village; and about twenty toolams at Wadeaparambo, making in the aggregate about forty five toolams weight or one Candy and a half of pepper—and, although, the Cochin circar allows their Ryots five gold fanams for the toolam weight, payable in six months, the Ryots of Kanianoor are not paid by the Writers of that Tassindar's district, even one pice for it, and, probably pocketed by the said writers themselves, while, in the latter place, one Peringaley Tawnen contrives to receive payment for what he delivers, but only, after the lapse of six months!—But, about twenty years ago, the Cochin Circar used to purchase some of the surplus pepper belonging to the Travancore Ryots, at the rate of five gold fanams per the toolam weight from the said Ryots themselves, but that trade or purchase of pepper carried on formerly by the Cochin Circar with the Ryots of Travancore was entirely prohibited and put a stop to by the then British Resident—it follows, therefore, as a legitimate and natural consequence, that the Cochin Circar cannot now be justified to violently plunder the Travancore Ryots of their surplus pepper, when on its transit by backwater for sale to the free port of British Cochin much less to deliberately shoot and murder them, so that the Cochin Circar may derive therefrom a source of revenue by these sanguinary measures.

4. It is now about three years, only, since the Cochin Circar, actively commenced the illegal seizure of the surplus pepper of the Ryots of Travancore in its direct transit by Backwater or River, to British Cochin; by illegally confiscating the canoes of pepper which they seized and illegally imprisoning those Ryots who were caught at the time of such illegal seizure—while not one grain of this surplus pepper was ever at any time landed by them in the territories of the Cochin Circar; while, it is now only about one year, since the Cochin Circar per se assumed the most cruel, the most sanguinary, the most flagitious, the most unwarrantable

measures ever sought to be practised on any people; being directly opposed to the first, the imprescriptible [sic] dictates of justice, while it is alike abhorrent to every axiom of legislation, viz., that of wantonly, maliciously and illegally against every known law in the continent of India, or in the whole civilized world, been using loaded firearms with ball and shots and mortally shot, at different times, within the last year, up to the present time, Nineteen persons and wounded thirteen others, for the barbarous scheme of plundering, under the convenient name of monopoly, the Travancore Ryots of their now cultivated property of surplus pepper, while on its direct transit by backwater for disposal at British Cochin, as a means of actual existence for themselves and families. The Cochin Circar, has, by these despotical, cruel and violent measures plundered about fifty to sixty large and small canoes or Cargo boatloads of surplus pepper, within the past year, averaging about one hundred and fifty candies of pepper—and allowing the Cochin Rajah's ameen and his Peons for the violent seizure of such pepper and tobacco, and for deliberately shooting and killing the Ryots, to effect such illegal seizure; one half of the profits, as a reward or premium or which may be more significantly called 'blood money' for the successful encouragement of bloodshed and plunder, while the Cochin Circar itself savagely exults, as the recipient of the other half, and in the most heinous crimes of violence, of robbery, and of murder!

5. The value of the property in pepper, thus illegally seized on the backwater, since August last, by the Cochin Circar's Ameen and Peons, is about (10,500) Rupees, ten thousand five hundred; while the value of the fifty to sixty canoes seized, at about (3,000) Rupees, three thousand, making an aggregate sum of (13,500) Rupees, thirteen thousand, five hundred, belonging to the Ryots of Travancore, &c. which they have been thus cruelly plundered of, some of them deprived of their Civil Rights, and liberty, and many even of life itself;—for no other purpose than of unjustly maintaining the most unstatesman-like monopolies of pepper and tobacco, in the Cochin and Travancore countries, and wringing the very life's blood of the Ryots to uphold these impolitic monopolies. The Rajahs of Cochin and Travancore full well knowing, that the British Government have seen the necessity of abolishing them, as being more appropriate to the barbarous and feudal ages, and, not at all adapted to the present progressive enlightened age of Liberty, Commerce, and Freedom, and, that these Rajahs, still persisting in maintaining these monopolies, is in contravention of their treaties which require that the measures to be adopted by the tributary States "shall be conducive to the advancement of the prosperity and welfare of both the states and happiness of their people."

6. No surplus pepper of the Travancore Ryots is landed or, even attempted to be landed on the Cochin Circar's territories, and it must be self-evident, therefore, to unbiassed reason, or dispassionate reflection, that, in the direct transit, by backwater of this surplus pepper to the free port of British Cochin, the Cochin Circar clearly possesses no legal right to seize it on this public common Water channel or Highway, because, the backwater is not, and cannot be, considered alone as the exclusive River of, or belonging to the Cochin Circar, (since it is bounded on some sides, by the Hon'ble Co.'s on some sides by the Travancore, and on other places by the Cochin territories) but, as, the common public channel or Highway navigable equally and free, to the Public at large, of all the three Circars, for the pursuits of Commerce or otherwise. The Cochin Circar may possess the right, which would be statesman-like to levy an ad valorem duty on the Pepper, as a source of Revenue, as it does on other articles of trade and commerce (as also, on Elephants' tusks, wax and cardamoms which are Travancore monopolies) which may pass its custom House chowkies, on the River; but can possess no legal right even of seizure and confiscation of Pepper, unless actually landed on the Cochin Sirkar's territories; much more, to deliberately shoot and murder the Ryots, whether British, Travancore or Cochin subjects, on the River, without law, as if they were wild birds and beasts; and thus, not only violently plunder them of their property in pepper, while on its direct transit by water to British Cochin, but deprive them of life itself; which, the Rajah of Cochin, must and ought assuredly to know is the Divine Right of Almighty God only, in whose merciful hands alone, are the issues of Life and Death.

7. The trade in pepper has been immemorially carried on even in the times of the Portuguese and Dutch Companies, and it was *only* about fifty to sixty years ago, since the Pepper monopoly was introduced into Travancore, when an *assessment* was levied *payable in produce*, by the Ryots for which that Circar engaged *formerly* to allow them at the rate of forty *chuckerams* for a toolam or twenty

*The Chuckeram is a small silver coin of Travancore currency, twenty-eight (28) of which being the usual rate of exchange for a company's rupee.

Dutch lbs. of pepper but *now* only thirty two chuckerams per toolam is allowed, and for which a mere *cadjan* or receipt is granted by the writers of the *Tassildar's* *cutcherry*, payable in a year; even then, only some of the Ryots contrive to obtain payment, others obtain three quarters; some half payment, while others obtain payment thereof, in imprisonment and stripes, as the fruits of their toil and labour! The quantity of pepper assessed being therefore delivered over to the Circar, and the question is, what moral right has the Travancore, much more, the Cochin Circar to do with any *overplus*, while the very payment (for the assessed pepper) there is not only protracted, but problematical? The Ryots of Travancore are thus actually compelled, therefore, to take their surplus pepper, cultivated by their own labour to the free port of British Cochin, for sale, to keep themselves and families from absolute hunger and starvation, and, as men have a natural right to support themselves by their own labor and cultivation,—and no wonder, that they bring their surplus pepper, to British Cochin for disposal, because, if the Ryots received the value of their labor, or reaped the benefits on the cultivation of pepper, as they do in that of paddy, *within a moderate time, or there and then and then reasonably or fully paid for it, accordingly* there would then be no trade, or smuggling carried on with their surplus pepper whatsoever;—but while the ryots are ground down and oppressed, and their surplus produce or property *actually taken away from them, by fraud and force*, and positively delivered up a prey to a set of men, who in the shape of Vampires, are left at liberty to suck up the fountains of their life-blood:—for, with the immense majority of the Ryots of India, in fact, of mankind, in general, the primary necessities of the body absorb all their time, thoughts, energies, and life itself, may, in many instances, it is to be feared, imperiously prescribe the more solemn destinies of the life that is to come. For Hunger is the King of the Earth; all men bow down to him, he rules them with a rod of iron, and is the true incarnation of despotic will. His smile blisters what it lights on,—Virtue melts away and Truth grows into Falsehood at his frown. The very fear of him, even when far away, will drive men mad!

8. It is an undeniable fact that, since the Treaty of 1809, there has never been such *despotic orders*, to perpetrate violence, outrage and bloodshed, upon the Ryots, Known in the Cochin Circar, until the present Rajah (Raver Varmah) of Cochin ascended the Musnud, and these sanguinary measures have taken place and still continued up to the present time, since the past twelve months, commencing August 1853 (Chingam 1029) and, therefore, as none of H.H.'s Predecessors ever tolerated, much less sanctioned, such atrocities, and sanguinary deeds, merely, to maintain a Pepper or Tobacco monopoly, we must consequently regard H. H. the present Rajah of Cochin, as the author of them; for unless H.H. authorized and sanctioned their perpetration; it appears most unlikely that any one of H.H.'s Public servants would dare, to presume, to violently plunder, the Ryots on the Backwater of their surplus pepper, *by shooting them dead, and glorying in these diabolical deeds of Robbery by violence and murder*—for, it is now lately become actually unsafe to travel by backwater at night time, since, all Boats, whether Cabin or Cargo boats are indiscriminately fired on, if seen by the Cochin Rajah's Ameen and Peons no matter what they may contain, or where bound to; this of course must be detrimental to Commerce or trade carried on in this River, leading as it does to the Honble Co's, the Travancore and Cochin territories and against the treaty of 1809; since such illegal violent measures are eminently calculated to be injurious to the welfare and prosperity of the Hon'ble Co's. Travancore, and Cochin territories, as well as the Inhabitants in general and Merchant traders of all the three States.

9. Notwithstanding the Travancore circar have several monopolies, such as Teak and Viti woods, Pepper, Tobacco, Cardamoms, salt, Wax, and Elephants' tusks;

the penalties there for carrying on smuggling or contraband trade, are confiscation and imprisonment, but loaded firearms *are not permitted to be used in seizures in fact, the use of them are strictly and personally prohibited by the Travancore Rajah himself, to his authorities, Ameen and Peons*, while the Cochin Rajah must full well know that in the vast territorial possessions of the Hon'ble East India Company in Hindoostan; *confiscation and imprisonment or fine is the punishment meted out, when detected in smuggling*, but, the extreme measure of punishment of death is not known, except in cases of wilful murder, and, even in these cases, the opinion seems to be gaining ground that the extreme punishment of death is not conformably to the Laws of God which are based on the Eternal and immutable principles of justice, the Creator of the Universe in his unerring wisdom and Omnipotence, having emphatically declared, in these solemn words "as I live" saith the Lord God, "I desire not the death of a sinner, but rather that he should turn from his wickedness and live" and also it is further enjoined to one, and all of us, that "Vengeance belongeth not to man, I will repay" saith the Almighty.

10. If the punishment of death in cases of wilful murder is considered to be extreme, even according to present law, what must be thought of the Cochin Rajah's despotic notions, that the extreme punishment of death should be summarily meted out, without law, by H.H.'s Ameen and Peons, to persons carrying their surplus pepper from Travancore direct for sale by the transit by backwater to British Cochin, for which they have labored and toiled, to satisfy the cravings of hunger and want under the painful circumstances above set forth. Moreover, when the Treaty was entered into in 1809, only the account of the annual income of the territorial revenue was rendered to the Hon'ble Company, but not the commercial revenue, derivable from the monopolies of tobacco, pepper and salt &c. or, the subsidy to be paid annually would most probably have been more than what it was consequently fixed at;—the Cochin state could doubtless afford to pay a larger tribute, if the profits arising from the commercial revenue were taken into consideration and therefore, it follows, that the Tributary States of Cochin and Travancore, ought in this progressive age of Free Trade and Commerce, to abolish these Tobacco and Pepper monopolies, at least (the Hon'ble Co^y. having neither a pepper nor Tobacco monopoly) in the spirit and letter of the 9th article of the Treaty with a view to the better administration of justice, the extension of commerce the encouragement of trade, agriculture and industry or any other objects connected with the happiness of the people and mutual welfare of both States.

11. We beg to refer your Lordship in Council to an axiom of a British

"We have endeavoured to show that pure Retaliation or Vengeance—the purely retributive or purely expiatory purpose—ought never to be admitted as a motive, no, nor even as a component part of a motive in the infliction of punishment by human authority. We have endeavored to show that strict Retaliation, or satisfaction, or retribution can very rarely be attained in effect, & never rarely be attained in principle. Forbidden by both religion and morals in the private & personal relations between man & man, neither Retaliation nor Vengeance can be allowable in the public relation in which the law stands to him who owes allegiance to the Law. For the Law fulfils its just & appropriate functions only when it carries into effect the principles of natural Right & Justice.

But no penalty inflicted by the Government Power of the State can be morally justifiable which would not be equally so, both in character and amount, if the person immediately aggrieved were to inflict it for his own behoof. Men cannot rightfully delegate to society any power to do what would be wrong if done by himself. Nor, when the power to punish has been delegated by man to society can the moral responsibility be lessened or the rules which govern it in any way altered

Nobleman as per marginal reference laid down in the spirit of Truth, Mercy, and Justice and which eminently proves the noble Writer to be a sound Statesman and Legislator. We are at a loss to know where is the law written or unwritten which can possibly authorize and cause the Rajah of Cochin, a tributary of the Hon'ble Company, who, by Treaty has bound himself to pay "the utmost attention to the advice of, and must have previous sanction of the Paramount authority before he can be permitted to make summary Penal Laws of the most sanguinary measures, such as, to wantonly cause nineteen men and upwards to be shot dead and thirteen more wounded by his Ameen and Peons, of which we have an account besides several dead bodies, are now to be seen floating on the river, the victims of the Cochin Rajah's recently assumed sanguinary authority, a circumstance never before known or heard of, the Cochin Circars authorities taking no notice whatsoever, nor holding an inquest on these murdered Ryots merely because the Ryots have been in the act of conveying their surplus pepper by backwater to British Cochin for sale, as the only means of existence

by the complication of agency. The Law cannot be justified in punishing to any further extent, or for any other purpose than what a just man would feel to be warrantable and sufficient on his own part, if there were no law to act for him in the matter.

So the right of public tribunals to punish can be warranted only, and must be strictly limited, by that of defending Society, whose safety they have in trust from the risk of suffering in like manner with the person already aggrieved."

God and the breach of them as only punishable when contrary to the ordinances of man.

12. Such proceedings, my Lord, must beget serious reflections;—it would be better perhaps for the Princes and Servants of all such Governments to join in supplication that the Great Author of violated humanity may not confound them together in one common judgment. We therefore do, my Lord, place before you plain facts, begging that your Lordship will grant them your careful consideration, and grant us, that “*natural Right and Justice*” which, if it should, desert the rest, of this part of the world. We have a right to claim from your Lordship, by virtue of your High Office, and the duty which you owe to your God, your Country and Yourself.

ORDER—No. 397, DATED 18TH OCTOBER 1854.

Ordered that the foregoing Petition be forwarded to the Resident of Travancore and Cochin for his early attention and report, with special reference to the assertions of the Petitioners that 19 Ryots have been shot dead and 13 others wounded under the circumstances detailed.

XLII.—POLITICAL CONSULTATION, DATED 30TH JANUARY 1855.

Read—the following paper—

Letter—from Lt.-General W. CULLEN, Resident of Travancore and Cochin.

To—Sir H. C. Montgomery, Bart., Chief Secretary to Government.

Dated—Trivendrum, the 14th December 1854.

No.—40.

I have the honor to acknowledge the receipt of Extract from Minutes of Consultation No. 397 of the 18th October 1854, with its accompanying Petition, and now beg to transmit the report of the Dewan of Cochin thereon.

That some casualties have occurred in the attempts to seize the smugglers and their Pepper the Dewan does not deny; but with him I believe the numbers to be grossly exaggerated and that injury to person has never occurred except in the attempts of the smugglers to force their passage past the excise Peons.

That such encounters with the smugglers of Travancore Pepper take place chiefly within the Cochin frontier is explained by the great breadth of the Backwater within the Travancore limits, so that they can only be detected when leaving the numerous creeks and Rivers. The smugglers in general therefore conceal the Pepper within the Cochin frontier and then bring it down the narrower Backwater of Cochin at night in fast boats, well manned and armed.

The Dewan of Cochin having quoted a report of mine to Government on the subject of smuggling, I have taken the liberty to enclose Extracts from that report, as well as from one or two other reports of a subsequent date.

ENCLOSURE :

Letter—from M.R.Ry. SHUNGABA WARIYAR, Dewan in Cochin.

To—Lt.-General W. CULLEN, Resident of Travancore & Cochin.

Dated—Ernacoolum, the 17th November 1854.

No.—618.

I have the honor to acknowledge the receipt of your letter No. 2009 of the 25th Ultimo forwarding copy of Extracts of the Minutes of Consultation of the Madras Government

left them to keep themselves and families from sheer hunger and starvation, consequent upon the oppressive system pursued by the Travancore and Cochin Circars to force the Ryots to labor and toil, and, under the name of monopoly, most shamefully deprive them of all their hard earnings by stratagem, fraud and violence, to support an authority which Heaven never gave by means which it never can sanction;—the Cochin Rajah considering his authority as a dispensation for breaking the Commands of

No. 397 of the 18th Ultimo and, in returning the original Petition which accompanied it, beg to furnish you with the following report.

2. I will in the first place advert to the very improper allusions to His Highness the Rajah which the said Petition contains, not for the purpose of contradicting them for they need no contradiction, as you are yourself aware of their utter falseness, but with the view simply of noticing the impertinence of the writers of the Petition.

3. The measures in force for checking the contraband trade in the Monopoly articles of Tobacco and Pepper, which has been carried on most extensively for some years past are not of recent introduction, and they are rendered absolutely necessary by the daring recklessness of the persons engaged in the trade.

4. Petitioners assert that 19 Ryots employed, as they acknowledge, in smuggling pepper have been killed and 13 others wounded. I believe these numbers to be gross exaggerations but I have no means of ascertaining the actual number of accidents or to what extent they have been fatal. The smugglers never allow any of their men, who may receive injuries in the encounters between themselves and the Circar Police Peons, to fall into the hands of the latter as their evidence might lead to the discovery of their employers who, if subjects of the Circar, would be liable, on conviction, to severe penal consequences.

5. It might be inferred from the Petition that weapons of offence are used only by the Circar Police Peons and that the smugglers themselves are unarmed—such, however, is not the case. The smugglers, who come in large gangs, provide themselves with weapons of various kinds, Guns, Swords, Sticks and lime which latter they throw in the faces of those opposing them with the view of blinding them. Many injuries of a serious nature have been sustained by the Circar people in their encounters with smugglers. Two men, not long ago, were brought to the Circar hospital at this place severely hurt. One of them, a Boatman, lost the sight of one eye from the effects of a Gun-shot wound, and the other, a Mossalman Peon, received a severe wound above the eye and another on his back. The Circar Police Peons never act on the offensive till first attacked by the smugglers.

6. The writers of the Petition, in talking of the surplus produce in Pepper of the Travancore Ryots, knew that they were making a wilful mis-statement. They must have been perfectly well aware of the nature of the Pepper Monopoly; that all the Pepper, grown in Travancore and Cochin, is the property of the Government; the Ryots being entitled to a fixed price for the same on their bringing it to the Circar Godowns. The parties therefore engaged in smuggling these articles are accessory to the robbery of the Circars, and merit, when caught, all the punishment that smugglers and Robbers deserve.

7. I am unable to ascertain whether the signatures in the Petition are those of the persons to whom they are ascribed, as they are principally inhabitants of British Cochin. Several of them, I know, are the principal receivers and purchasers of the Pepper smuggled from Travancore and Cochin, and did also its transit from the Circar to British Territories. I have reason to believe, however, that many of the signatures would not be acknowledged and that very few of those who have signed the Petition are aware of its actual contents.

Pepper.			Tobacco.		
CANDIES.		D. LBS.	Jaffna.		Coimbatore.
M. E.			CANDIES.	D. LBS.	BUNDLES.
1025	18	433	1025	10	341
1026	83	53½	1026	9	504
1027	7	120½	1027	9	84½
1028	4	541	1028	9	568
1029	60	175	1029	1	302½
124		723	40		599½
					8330-10/18

8. I beg to give in the margin the quantity of Pepper and Tobacco seized from smugglers in each successive year for the last 5 years or from 1025/1849-50 to 1029/1853-54 both inclusive. The quantities so seized do not constitute, on an average, more than one *per cent* of those actually carried off by the smugglers.

SUB-ENCLOSURE (1).

Extract from a letter—from the Resident of Travancore and Cochin.

To—the Chief Secretary to Government, Fort St. George.

To—the Chief Secretary
Dated—28th May 1851.

No-9.

"I beg again to advert to the extensive smuggling already reported in my letter on Travancore No. 15 of the 29th June 1850, Paras 10, 11, 12 and still carried on through the Company's town and port of Cochin to the great detriment of the Revenue of both these Circars. Travancore suffers in two ways by the smuggling of Jaffna Tobacco into the Sirkar territories and by the smuggling of Pepper and other produce from the Sirkar territory. The Cochin Sirkar only suffers from the smuggling of Tobacco, they have no Pepper.

The Cochin Sirkar only suffers from the smuggling of Pepper, they have no Pepper. In Travancore with its immense line of 150 Miles of Sea Coast compared with its Area and 100 Miles of land frontier and a broad Backwater navigation communicating with innumerable inland rivers it is impossible to suppress the smuggling if temptations are held out and Monopoly produce openly permitted to be purchased by the Native Merchants of Cochin. The smugglers pass along the Backwater at night in Boats well manned and armed. A party were recently pursued under the orders of the Dewan of Cochin in the night but they landed on a small Islet called Candle Island attached to the town of Cochin and made

off leaving their Boat with 55 Bags or 6 Candies of Pepper. The Cochin party were not strong enough to capture the smugglers and in the meantime another boat arrived from the town of Cochin and carried them off. The whole circumstances were reported to the Collector but the Fiscal made out a plausible story of want of proof &c. and no satisfactory result therefore was obtained."

SUB-ENCLOSURE (2).

Extract from a letter—from the Resident of Travancore and Cochin.
To—the Chief Secretary to Government, Fort St. George.
Dated—11th May 1853.
No.—24.

"The abolition of the Company's Monopoly of Tobacco in Coimbatore by which all restrictions are removed in regard to the importation of Tobacco into the Ports of Malabar has also now led I understand to the collection of large quantities of Jaffna and Coimbatore Tobacco to the extent of 800 to 1000 Candies in the town of Cochin evidently with a view to smuggling it into the Sirkar territories of Travancore and Cochin, and it is also given in exchange for the Travancore Pepper, and this last has been one of the chief incentives to the immense increase in the smuggling of Travancore Pepper, which I now particularly desire to bring under the notice of Government.

The copies of two communications from the Travancore Commercial Agent at Alleppy and from the Dewan of Cochin which I have the honor to annex will explain the extent of this contraband trade and the boldness and recklessness with which it is carried on.

It will be perceived from these letters that the quantity of Travancore Pepper smuggled into the Port of Cochin within the last few months is estimated at not less than from 1500 to 1800 Candies which at the present market price will be worth from 50,000 to 100,000 Rup., a loss which the Travancore Sirkar are but ill able to bear at the present moment, neither is the Travancore Sirkar able to control it for the last 8 miles of Backwater are within the Cochin Sirkar limits.

But while thus promptly acting on what appeared to me a fair and honest view of the relative obligations of the two States and recollecting also the great sacrifice of Revenue to the amount of 12,000 Rupees made by the Cochin Sirkar at the close of 1846 on the abolition of all Frontier duties towards Malabar and Palghat a measure also originating chiefly in a desire to promote the prosperity of the Company's Port of Cochin which drew all its supplies of Cotton, Rice, Piece goods, all sorts of dry grains & curry stuff &c. from Coimbatore, I had hoped that there would have been something like reciprocity and consideration for the interests of a friendly State like Travancore at the Company's Port of Cochin and that some little exertion would have been made to discontinue at least if not to suppress the open system of smuggling of Pepper and other articles of Local Produce which has existed for so many years and has so greatly increased of late to the serious injury of the Travancore Revenue.

The Company's Port of Cochin may be almost said to exist on the resources of Travancore & Cochin, for it has none of its own. The Teak Timber for its shipbuilding, the Cocoanut oil, Copra, Coffee, Cardamoms, Ginger, Arrow root, Deer horns &c. &c. and smuggled Pepper which would be liable to heavy duties as "Foreign" produce, if shipped for England direct from these States, is therefore necessarily brought to Cochin as a British Possession."

SUB-ENCLOSURE (3).

Extract from a letter—from the Resident of Travancore and Cochin.
To—the Chief Secretary to Government, Fort St. George.
Dated—0th September 1853.
No.—41.

"I have already adverted in my report to Government on the Cochin Finances No. 27 of 31st May last paras 12 to 14, to the very serious loss of Revenue the Travancore Sirkar had experienced during the past and present year, through the bold system of smuggling of Travancore Pepper so successfully carried on through the Company's Port of Cochin and of Jaffna and other Tobacco into the Sirkar territories owing to the abolition of the Monopoly in the Company's country. I therein estimated the loss on Pepper at 1,30,000 to 1,50,000 and on Tobacco at upwards of a lac, the greater portion of which will fall on the Finances of the Year just expired 1028 (1852/53) besides the destruction of a large portion of the Rice crops in the central Districts by the inundations which universally prevailed during the early part of the year."

ORDER—No. 32, DATED 24TH JANUARY 1855.

In the report which accompanies this letter the Cochin Dewan does not deny that many lives have been sacrificed in making these seizures of Pepper smuggled from the Travancore country, altho' he asserts that the statements in the petition are exaggerated, while he can point out only two cases of slight injury received by the Cochin Sirkar custom Peons. It may moreover be inferred from the

Dewan's admissions that further enquiry into the impulsive and irresponsible proceedings of his agents would exhibit them in a still more unfavourable light. The Right Hon'ble the Governor in Council cannot but express his displeasure at the reckless rigor with which the Monopoly of the one Sirkar has been enforced by the Preventive Service of the other and that such serious affrays should be apparently so slightly regarded both by the Dewan and by the Resident.

2. The Government expect that measures will be taken to prevent a recurrence of such fatal encounters and desire the Resident to confer with the two Sirkars, with the view of making such changes in their Revenue system as will obviate the risk of such collisions, which must continue to be inevitable so long as a Free Port is the chief outlet for the produce of States deriving their Revenue from the Monopoly of the Principal articles of export.

3. In the case of the Pepper Monopoly it is probable that an excise duty although open to objection, would be preferable to the existing system and its evils.

XLIII.—PROCEEDINGS OF THE BOARD OF REVENUE No. 2279, DATED 1ST JULY 1858.

Letter—from W. ROBINSON, Esq., Acting Collector of Malabar.
To—G. S. FORBES, Esq., Secretary to the Board of Revenue, Fort St. George.
Dated—Calicut, the 2nd June 1858.
No.—82-A/1858.

With reference to Extract from the Proceedings of the Board of Revenue dated 29th April 1856, No. 1293, I have the honor to report on the subject of the revenue administration of British Cochin.

2. When Cochin fell into the hands of the British in 1795 the Dutch held a territory containing about 3 square miles, commanded by a Fort within which the Dutch and other Christian residents lived. The proprietary right of the soil of the factory was vested in the Government, but all Dutch and Christian residents lived free of ground rent and taxation—a privilege continued to them under the act of capitulation, to this day no tax is levied on the fort of Cochin.

3. Beyond the fort walls the land was divided into Estates (Patom or lease-holds) and registered under a variety of names as shown in the accompanying statement.

4. Several of these Estates had even under the Dutch Government passed into the hands of private individuals who enjoyed them free of rent—a privilege still continued to their descendants—all the representatives of the old Dutch families formerly in official position. The lands* pertaining to the Terroomalla Deva Temple, are likewise enjoyed rent free—it is believed under the ancient customary immunity, enjoyed under the Hindoo Rajah of the Cochin country, to which it belonged, before the European factory was formed.

5. All other Estates were leased to dependents and slaves of the Factory, on the tenure prevalent in the neighbouring Native Circar country Viz: a 20 years' lease—on the expiration of the lease the land with all the improvements made by the lessee, reverted to the Proprietor or Government—they being free to enter on a contract with fresh parties. The cocoanut tree, the only cultivation of British Cochin, bears very rapidly in the soil of Cochin and the 20 years' lease had been considered to indemnify the tenant sufficiently. No tenant right or compensation to an outgoing tenant was admitted.

6. The same revenue system was continued when the small Dutch territory fell under British rule, but with this grievous drawback that the leases were, as they fell in, put up to public outcry. The farmers of the Estates have in general been wealthy persons, who undertook to collect the produce of all the standing trees, and anything that they could obtain from the numerous poor ryots residing within the Lease-hold. Latterly they (the farmers) had begun to

N.B.—This is the tenure on which much Cochin Circar land is held by ryots within the Cochin Circar territory—it seems a very unsatisfactory one, but that Government invariably renews with the old tenant, and in practice it is sufficiently safe.

N.B.—In Malabar this is universally given under the name of Kanom and Koory Kanom.

improve on their own account but generally speaking such improvements as were made in the plantation were executed by these resident Ryots or sub-tenants, who, for their expense and trouble, were allowed on behalf of the gross produce, known by the name of ^{Vechapady} Planter's share during the currency of the lease, the former taking all the rest. The ^{Vechapady} Planter's share of the poor ryots of course was lost when the new lease was sold and he had to commence "de novo." These settlers in the garden were generally the old occupants of the soil, the Farmer being the mere farmer of a state of things, which he found ready to his hand.

7. The injustice and unsuitness of the system were great and the poor suffered severely under the exaction of these middle-men but it was allowed to subsist for half a century. The late Mr. Conolly at once saw the desirableness of putting an end to such a system, and did so as soon as opportunity occurred.

8. A large number of these leases expired in 1847 when he determined to introduce a permanent Ryotwary Settlement with the actual settlers and others competent to improve the Estate permanently, and the Head Sheristadar was deputed to Cochin during that year to survey and settle the Estates (Patoms). The Settlement made is given in the accompanying abstract statement No. 2. Considerable increase of revenue was the result.

9. Leases were exchanged, specifying the future rate of rent calculated at the rates and on the principle usual in the country in reference to the then condition of the plantation. These leases do not provide that, if required, the land should be relinquished. They contain no resumption clause.

10. In Malabar Plantation lease-holders are subject to a periodical revision and estimate of the rental &c., with reference to the improved condition of the gardens, and on a reference on this subject Mr. Conolly determined to retain the period which had become customary in that part of the country viz., 20 years as the period for the revision. The leases are therefore 20 years leases and are of course to be renewed with the Pattah-holder put in possession at the time of the introduction of the new system. The Board is aware that as between Jenmy and tenant in Malabar, the period for revising Plantation rent is 12 years.

11. On the review of the settlement of the 1st year and with our present knowledge, we might wish that it had been more entirely made with the occupants of the soil. A considerable quantity of land and power was again granted to the farmer whose lease had expired, and some new comers received grants for improving land. But the system was untried—it seemed questionable whether the rent could be easily and safely collected from many minor occupants, and Mr. Conolly on full consideration confirmed the settlement of that year.

12. Peace has since been undisturbed whenever the occupant was put in possession of his own piece of land and received his own Patta. Where occupants have remained under the former farmers and new cowl-holders some reasonable content still prevails. But it may be kept within bounds by proper management on the part of the Revenue authorities.

13. In 1848 no leases fell in. In 1849 and 1851 the lease of two Estates expired, and the Naib Sheristedar was deputed to make the settlement. The figured statement No. 2 shows the settlement then made. Leases within the inhabited portion of the Estate were entered into with the actual occupants. The settlement of the rest was made with the outgoing farmer and other Cowl-holders.

14. In 1853 the five Estates noted in statement No. 2 were settled; the measurement etca., having been conducted by the late Head Moonshy of the Collector's office, Manjoonath Camathy.

15. In 1854 and 1855 two other Estates were settled on the same principle on measurement &c., made by the 2nd sheristedar.

16. During the past season two others have been settled under my orders, while on a visit to Cochin—the 2nd sheristedar having conducted the measurement &c.

17. In 1856 the Head Sheristedar settled another Estate noted in the statement No. 2 on the same principle.

**N	Name.	Rent.	Date of expiration of the current lease.
		Rs. A.	
1.	Ramentoorthy Padinjare Pattom.	6 4	31st Decr. 1862
2.	Anthony Fernandes Pattom.	48 0	18th Febry. 1860
3.	Athayakaad Pattom.	30 8	20th Decr. 1854.
Total		84 12	

18. There remain three other small Estates named as per marginal* statement to be settled when the leases expire. The principle of the settlement is clearly good, and I consider that in these cases likewise, it should be adhered to—the settlement made with the actual occupants when these two have lapsed, the settlement of Cochin on sound and permanent principle will be completed.

19. In several of the readjustments it will be observed that the settlement was renewed to a considerable extent with the farmer middle-man and a number of old occupants were thereby left at his mercy. These arrangements could not and should not be reopened at the period, but there appears to have prevailed some confusion as to the relative position of these persons, the old resident & the renter. Indeed it was not defined at the time. The value of land has increased at least 3 fold in British Cochin. The Rents payable by occupants to the ^{Patomkars} present renters have been raised or exacted from the occupants who never before paid &c., and when the exactions have been demurred to, summary ejection has been attempted or resorted to. It has in short become the object of the Farmers to oust the occupants and recusants, and to obtain entire possession of the lands within their lease-hold, with a view to favourable transfer and better condition with the new comers—Several instances have occurred of the Farmers of the Vellyapatai tod No. 10 and Tamera Paramba No. 9 suing tenants and occupants in the Principal Sudr Ameen's Court for ouster, and decisions have been given in their favour as I conceive erroneously in Law. In short these Patamdars have pretended to the position of Proprietors of the soil, whereas they are mere renters of Public properties, made ready to their hand and long improved. They are clearly in the position contemplated in Regulation XXVIII of 1802 and V of 1822. They have no right to oust sub-tenants, who are prepared to enter into fair terms with them, without the intervention of the Collector, as representing the proprietor.

N.B.—The liberal determination of Government to continue the tenancy uninterrupted does not alter their position in law.

20. I have therefore given orders† that all such differences are to be brought before the revenue authorities and to be reported for the decision of the Collector. This arrangement will, I trust, have the effect of preventing oppression and litigation.

21. I have traced the history of Cochin Patom (tenures) at some length that the Board may have before it the grounds for forming a judgment on the subject of paras. 11, 12 and 13 of Extract Proceedings, Board of Revenue, dated 29th April 1856.

22. The alteration required with a view to giving security and stability to the ryot's tenure has, to a great extent, been accomplished. The people thoroughly understand that they will not be ousted so long as the rent is paid and that they stand in the position of ordinary Ryotwary tenants under Government Patta. The leases are transferable and are constantly bought and sold without interference. Many cases could easily be instanced, where entire holdings and parts of holdings have changed hands at very high rates as compared with those on which they are held from Government. They deal with the land as if their own private property. A penalty is necessarily attached to non-fulfilment of the contract. The rental (for such and not assessment is what is paid) exacted is on the whole light, and is now far short of the worth of the plot occupied.

23. The plan of giving perfect security to the occupant by the sale of land at Cochin would be very profitable to Government even now but the value of the land is yearly increasing, and it will no doubt become very valuable as trade advances. It is calculated that on the average 500 to 700 Rs. per acre would certainly be realized. The acreage of the Estates in British Cochin (those within

N.B.—In the Revenue account Rs. 42-10-8 per cent. is carried to the head assessment, Rs. 57-5-4 per cent. to that of proprietor's share.

† A translate of which accompanies this. No. 3.

Travancore and Cochin Circular should not be sold) exceeds 1,300 acres giving a probable amount of Rupees 7,80,000 as the value of public land outside the Fort.

24. The above remarks refer especially to the land outside the Fort and beyond the old Bazaars of Kalvetty. With regard to the latter it remains to be remarked that with the 3 exceptions noted marginally in which, under a Government grant, quit rent at 5½ Rupees per Cawny had been

No.	Name.	Area.		Quit rent.		
		C.	SQ. FT.	RS.	A.	P.
1.	Mr. Schuler	0	354½	1	2	7
2.	Rev. Mr. Ridsdale	12	244½	63	12	10
3.	Mr. Allardyce for Mr. Schuler	4	617½	23	2	0
Total		16	1216½	88	1	5

levied, there was no ground rent or tax levied on any land within Cochin before 1820. About this time Mr. Kensington, Assistant Collector, fixed a small rent on certain ship building lots along the river face at the back of the Bazaar &ca. Ten yards were marked off and were rented out to different individuals—

Statement of the Shipping and Commercial Yards of Cochin.

No.	C.	S. YDS.	Occupant's name.	Rate per Cawny.	Revenue.		
					RS.	A.	P.
1	1	1178½	Bramjee Sapoorejoe	242 13 9	287	7	9
2	...	2429	Do. do.	542 2 0	200	15	2
3	...	756	Prugladha Shetty Aboulon	606 5 1	72	0	0
4	...	203	Runga Shetty Yagian	990 0 0	31	0	0
5	...	163	Anantha Shetty Shangaran	830 0 0	20	12	0
6	...	133	Chorda Shetty Gary	1141 10 8	23	12	0
7	...	1452	Messrs. A. Pagel and Co.	7933 14 2	1800	0	0
8	...	4326½	Do. do.	2248 7 6	1520	0	0
9	...	1730	Pulikelagatha Marcar	1146 13 1	310	0	0
10	...	5281	Messrs. Oughterson & Co.	1226 2 8	1000	0	0

The same system has continued ever since. Leases that lapsed being put up to public competition, whilst others have been gradually renewed from time to time with the same parties and have gradually become permanently occupied as the business premises of large warehouses. The "resumption clause" affects all these save when special exception has been made.

25. The Board will be able to consider what is best to be done with these localities. Were they sold outright large pieces, possibly even averaging Rs. 8000 per acre might be realized, but I consider that for the present it were well not to alter matters beyond perhaps expressing a resolution to take into consideration each case on its own merits in event of favourable offers being made. It is obviously the interest of Government to give the utmost encouragement to the investment of capital as has been the case in Nos. 1 and 10 (the Cotton screws) by granting permanent and indefensible leases. But a sudden and indiscriminate sale of these yards or the grant of permanent leases and occupancy to persons who now only rent some of these building yards, with a view to sub-renting them to Cutch and Arab building ships at Cochin, were I think opposed to the interest of the important seaport. I should deprecate a hasty settlement of this matter in the present transitive state of Cochin.

26. Lastly the land occupied by the shops of the Kalvetty bazaar and by the Merchants—Business yard formed on old glacis &ca. with one or two potty irregular exceptions paid no tax or quit rent till 1847. In this year the whole of the land &ca. was carefully surveyed and measured and a quit rent imposed varying from ¼ of a rupee to 2 Rupees per 544½ square feet—2 Rupees is the standard and maximum rate at which all the shops in the large bazaar are assessed to quit rent, and to which it is proposed, as the value of land in other localities increases, to raise the whole.

Rate per 544½ sq. ft. or 1/80 acre.	No. of proprietors.	Total area.	Jema.
RUPEE.			
C. ¼	39	2-35533	56 4 11
C. ½	23	3-3056	32 1 9
C. 1	48	9-21204	759 4 1
C. 1½	12	3-22176	421 1 3
C. 2	57	5-7560	827 4 5
Total	...	21-34308	2096 0 5

27. In the margin is a statement showing the area &ca. assessed under the different rates of quit rent.

28. These Puttahs and grants all contain the "resumption clause" but it is and ever has been inoperative. It was considered that the glacis &ca. of a Fort should be resumable. The Fort has disappeared and the resumption clause may well be cancelled, tho'