

A COLLECTION
OF
TREATIES, ENGAGEMENTS, AND SUNNUDS,
RELATING TO
INDIA AND NEIGHBOURING COUNTRIES.

COMPILED BY
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VOL. III.
CONTAINING
THE TREATIES, &c., RELATING TO THE PEISHWA, NAGPORE,
AND BUNDELCOND.

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P R E F A C E.

ABSENCE from Calcutta has prevented the Compiler from preparing Maps for this Volume similar to the Maps which accompanied Volumes I. and II.

Besides the Chiefs mentioned at page 229, the Chiefs of the following States in Bundelcund abolished all transit duties within their States while this Volume was passing through the Press:—

Sumptur.

Sureela.

Jussoo.

Behree.

Chobey Jaghires of Tiraon, Bysonda, and
Nyagaon.

Nagode.

Schawul.

The Compiler desires to record his obligations to Dr. Cotton, Political Assistant in Bundelcund, who supplied him with several Sunnuds not on record in the Foreign Office.

SIMLA, }
17th September 1863. }

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PART I.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

THE PEISHWA.

SEVAJEE, the founder of the Mahratta power, began his career as a plundering bandit at the early age of seventeen, and at the time of his death in 1682, he had established his power over the greater part of the Concan. He had few pretensions beyond those of a successful rebel against the declining Mahomedan power.* Most of his possessions were wrested from his son and successor, Sambajee, who was taken prisoner by Aurungzeb and cruelly put to death, and whose son, Saho or Sahojee, was carried into captivity. But the efforts of the Emperor to subdue the Mahrattas, in which he persevered till his death in 1707, were unavailing. For although he succeeded in taking most of their forts, the Mahrattas under different leaders revenged and enriched themselves by incursions into the imperial dominions, and overran the whole country south of the Nerbudda.

* A Treaty appears to have been concluded with him in 1674, which is thus described by Grant Duff :—

“ The Treaty consisted of twenty Articles, the substance of which the Mahrattas have preserved under four heads :—“ *First*, indemnification for the losses at Rajapore, with permission to establish factories at Rajapore, Dabul, Choule, and Kallian, and to trade all over Sevajee’s territory, buying and selling at their own prices, without being liable to the imposition of fixed rates. *Second*, they were only to pay an import duty of $2\frac{1}{2}$ per cent. *ad valorem*. *Third*, coins were to pass reciprocally ; and, *fourth*, wrecks were to be restored.”—*History of the Mahrattas, vol. I., p. 264.*

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The ill-judged bigotry of Aurungzeb, in provoking, by religious persecution the Rajpoot princes of Malwa, favored the cause of the Mahratta invaders. But it was chiefly during the weak reign of Mahomed Shah that the Mahratta supremacy was extended.

Sahojee was released from captivity on the death of Aurungzeb, but on his return to the Deccan, he found himself opposed by his cousin, Sevajee, and his aunt, Tara Bai. By the ability of his Minister Ballajee Biswanath, Sahojee succeeded in recovering his rights. Being addicted to ease and pleasure, Sahojee, nominally the head of the Mahratta power, established himself at Sattara, of which place his successors became titular Rajahs; while the real authority and actual supremacy in the Mahratta confederacy devolved on Ballajee, in whose family the office of Peishwa became, as offices under the Mahratta rule usually did become, hereditary.

Ballajee Biswanath died in April 1720, and was succeeded by his son, Bajee Rao, who held office for twenty years. The armies of Bajee Rao ravaged Guzerat, and completely reduced Malwa, of which province Bajee Rao was created Soubadar by the Emperor of Delhi, being aided in this by the policy of the Nizam, who wished to interpose the Mahrattas as a barrier between the court of Delhi and his own possessions. After overrunning Bundelcund and Hindostan, and exacting a promise of chout or a fourth of the revenue of the Delhi Empire, Bajee Rao returned to his southern possessions. He died in 1740, on the banks of the Nerbudda, when marching to renew his depredations in Hindostan. A year before his death, the British Government concluded a Treaty (No. I.) with him, principally of a commercial nature.

Bajee Rao left three sons, Ballajee Bajee Rao, Ragoba, and Shumsher Bahadoor, an illegitimate son by a Mahomedan woman. The last succeeded to the Peishwa's possessions in Bundelcund, and his descendants became the titular Nawabs of Banda. Ballajee Bajee Rao, commonly called Nana Sahib, succeeded his father in the office of Peishwa, after some opposition from Ragojee Bhonsla and the Guikwar, and on his accession he went through the mock ceremony of receiving investiture from the hands of the nominal Rajah Saho. He was of an inactive disposition, and entrusted his internal Government to his cousin, Sedasheo Rao Bhow, and the command of his armies to his brother, Rogonath Rao or Ragoba. In 1755, an

at (No. II.) was made with Ballajee Rao for an expedition to the power of Angria, who had established his authority on the Konkan coast within the Mahratta territory, and had become formidable by his piratical depredations that the British Government found it necessary to take vigorous measures for his destruction, in which they were willingly assisted by the Mahrattas. The strongholds of the pirates were taken and their treasure captured. A combined force under Clive and Admiral Watson in the conclusion of the expedition, a Treaty (No III.) was made with the Peishwa, which, besides securing certain commercial rights, excluded the Dutch from the trade of the Mahratta coast, and gave the English possession of ten villages, including

at the time of Bajee Rao, the chiefs Scindia and Holkar had risen in position to be the principal leaders of the Mahratta armies in the Deccan. The whole of Malwa was divided between them and their hiredars, of whom Anund Rao Puar of Dhar was the principal. Mahratta influence was now supreme at Delhi, where the British Government of the court had invited their interference. In 1758 the British conquests were extended as far as Lahore and Mooltan by the British. But these aggressions provoked the fifth invasion of Ahmed Shah Durrani, at whose hands the Mahrattas sustained a disastrous defeat at Paniput, which for a time destroyed their power in Northern India. This defeat was to some extent occasioned by a temporary disagreement of functions between Ragoba and Sedasheo Rao Bhow. Malwa survived this disaster only a few months.

After Ragoba was succeeded by his second son, Madho Rao Bullal, 17 years of age, under the regency of his uncle Ragoba. After his accession, his territories being threatened by the British, the Peishwa became desirous to settle some existing disputes with the British which had arisen in consequence of attacks made by the British on the territory of Jinjeera, an ally of the British Government. The disputes were adjusted by Treaty (No. IV.) Negotiations were also made with the Mahrattas with a view to obtain military assistance from the British, but they were suddenly broken off, the Mahrattas in the meantime come to terms with the Nizam.

The British Government long endeavored to keep Madho Rao in a state of dependence on the British; the talents and address of the latter enabled him to

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assume the administration, which he held for eleven years. He died in 1772 without issue. The year before his death the influence of the Mahrattas was re-established in Upper India by Scindia, who overran Rohileund, detached the Emperor Shah Alim from alliance with the English, and replaced him on the throne of Delhi where he held him in a state of tutelage.

The death of Madho Rao was followed by the murder of his brother and successor, Narain Rao, and the usurpation of Ragoba. A revolutionary party was formed by the chief Ministers of the State in favor of Gunga Bai, widow of Narain Rao, who, after her husband's murder, gave birth to a son, Madho Rao Narain. Ragoba, on the other hand, strengthened his position by negotiations with Scindia, Holkar, and the British. Being deserted by Scindia and Holkar, Ragoba was fain to purchase the assistance of the British by ceding Basscin, the island of Salsette, and other islands on the Bombay coast, which the English had long but unsuccessfully endeavored to obtain, and of which they had recently taken possession in anticipation of their being occupied by the Portuguese. The arrangements made were reduced to the form of a Treaty (No. V.) on 6th March 1775. Out of this Treaty arose the first Mahratta war.

The force which was sent to assist Ragoba gained some unimportant successes, which so pleased Ragoba that he presented to the English the districts of Humot and Amod, then estimated to yield Rs. 2,77,000 a year. But the successes of Ragoba were short lived. The Supreme Government in Bengal disapproved of the Treaty, and declared it invalid, and deputed an agent of their own, Colonel Upton, to negotiate with the ruling ministerial party at Poona. On 1st March 1776 Colonel Upton concluded the Treaty of Poorundah (No. VI.); but two of its Articles were afterwards erased by mutual consent, and an additional clause added. This Treaty established peace between the British Government and the ministerial party, and dissolved the alliance with Ragoba, who vainly attempted to maintain the alliance by offering to cede the whole Concan and ten per cent. of all the jaghires of the Mahratta empire.

In the meantime the ministerial party split into two factions, one headed by Nana Furnavese and Scindia, in support of the young Peishwa, and the other by Moraba, the cousin of Nana Furnavese, who was supported by Holkar and the adherents of Ragoba at Poona.

vacillation of Holkar the party of Nana Furnavese gained complete ascendancy. Nana Furnavese not only obstructed the ratification of the Treaty of Poorundah, but was believed to have made an agreement with the French, which endangered the possessions of the English in the west of India; and as Moraba's party invited the assistance of the English, it was therefore resolved to make a new treaty with Ragoba on the terms of the Treaty of 1775, but on the understanding that he was to be placed in power merely as Regent for the Peishwa during his minority. The new Treaty (No. VII.) with Ragoba was concluded on 24th November 1778.

The Bombay force, which was to establish Ragoba in the Regency, advanced towards Poona without waiting for the column which was expected to their support from Bengal under Colonel Goddard. At Poona they were met by the whole Mahratta force, their retreat was cut off, and they were compelled to subscribe the disgraceful Treaty of Wargaon (No. VIII.), surrendering the whole of the territories acquired by the Bombay Government since the death of Rao Bullal. The army was allowed to retreat after giving hostages for the fulfilment of the Engagement. The validity of the Convention was disavowed, and Colonel Goddard, who reached Bombay early in 1779, was instructed to endeavor to negotiate a treaty with the Poona State on the terms of the Treaty of Poorundah, with a provision for the exclusion of the French from the Mahratta territories.

Negotiations were continued for several months, but eventually no treaty was commenced, as the Mahratta insisted on the restoration of the territories and the surrender of Ragoba as preliminaries to any treaty.

After some successes were obtained in the Concan and the British Government, having received intelligence that a conspiracy had been formed against them by Hyder Ali, the Nizam of the Mahrattas deemed it expedient to make proposals for peace. The Nizam of Berar was detached from the alliance, and a separate treaty was made with Scindia, who agreed to use his influence to procure a general peace. The negotiations resulted in the conclusion of the Treaty of Salbye (No. IX.) in 1782, by which peace was restored between the Peishwa and the English and their respective allies; the English were to abstain from the support and protection of Ragoba, who was to receive a provision from the Peishwa; all

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territories conquered from the Peishwa subsequent to the conclusion of the Treaty of Poorundah were restored; the Nizam and Hyder Ali were to be made to restore the territories they had taken from the English; and Scindia became guarantee for the due fulfilment of the Treaty by the contracting parties. Ragoba survived the conclusion of this Treaty only a few months. The interpretation of the 11th Article of the above Treaty relating to maritime intercourse was defined by a supplementary Treaty (No. X.) on 26th April 1783, which further provided that no protection should be given by either party to fugitives from the territory of the other.

Hyder Ali died in December 1782, but his son, Tippoo, although professing acquiescence in the terms of the Treaty of Salbye, continued the war with the English; and a new Treaty (No. XI.) was concluded in October 1783 between Scindia and the English on the one part, and the Peishwa on the other, to enforce his submission in accordance with the 9th Article of the Treaty of Salbye. Before the provisions of this Treaty could be carried out, the Madras Government had made peace with Tippoo by the Treaty of Mangalore. This Treaty, which was concluded without the concurrence of the Peishwa, the Mahrattas affected to consider a violation of the Treaty of Salbye, but the ambitious designs which the leaders of the Mahratta parties now began separately to entertain reconciled them to the arrangements which had been made.

On the first appearance of a rupture with Tippoo in 1790, Lord Cornwallis directed his attention to an alliance with the Peishwa. A Treaty (No. XII.) of offensive and defensive alliance was concluded, to which the Nizam was admitted. The Treaty of Seringapatam, concluding peace with Tippoo, put the Peishwa in possession of one-third of the territories conquered from Tippoo, yielding an annual revenue of 13,16,000 pagodas. After this, Hurree Punt, the commander of the Mahratta army, proposed to subsidize a British force for the purpose of reducing any refractory dependents of the Peishwa. But the proposal was rejected. The jealousy with which the Mahratta powers now began to view the increased ascendancy of the British Government led the Peishwa to reject the proposals of Lord Cornwallis for a mutual guarantee between the British Government, the Nizam, and the Peishwa, against the future aggressions of Tippoo.

chief Mahratta leaders had now become allies rather than its of the Peishwa. Separate Treaties had been concluded by sh Government with the Rajah of Berar, the Guikwar, and and it is only as confederacies of equals acting against a enemy that the Mahratta chiefs again appear united. The ence of Scindia was virtually recognized by the Treaty of and his separate conquests in Northern India and Malwa, nominally held by him as deputy of the Peishwa, gave him ol over the court at Poona.

oung Peishwa, Madho Rao, died on 27th October 1795, and t was followed by dissensions which threatened the dissolution of ratta confederacy. These dissensions resulted in the establish-Bajee Rao, the son of Ragoba, as Peishwa, through the military f Doulut Rao Scindia, who used his ascendancy among the chiefs to defeat the negociations of the British Government liance with Poona. After the fall of Seringapatam in 1799, of the conquered territories of Mysore, yielding 2,63,000 was offered to the Peishwa, on condition that the grant orm the basis of a new Treaty similar to that which the Government had concluded with the Nizam. But under the of Scindia the offer was rejected, and the territory was divided the British Government and the Nizam.

war which broke out between Scindia and Holkar in 1801, d forces of Scindia and the Peishwa received a severe defeat 25th October 1802. The crisis was opportune for the re- ment of British influence at Poona, and overtures for a y force made by Bajee Rao, who had fled from Poona on approach, were favorably received. On 31st December 1802, brated Treaty of Bassein (No. XIII.) was signed. By this he Peishwa was to receive a subsidiary force of six battalions ns, and was to cede for their payment territory of the value es 26,00,000. The Peishwa was to refer to the British ment all his disputes with the Nizam, and his claims against kwar, and was to be re-established by the British Govern- his full rights as head of the Mahratta confederacy. A of the territory thus ceded was afterwards exchanged for he Peishwa's possessions in Bundelkund, and these arrange- vere embodied in Supplementary Articles to the Treaty on

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16th December 1803. Bajee Rao was re-seated on the Musnud at Poona on 13th May 1802. Holkar fled on the approach of the British force, and Scindia, after hesitatingly expressing his acquiescence in the arrangements to be made under the Treaty of Bassein, in which he saw the destruction of his scheme for obtaining control over the Poona Government, changed his plans, and formed a league with the Rajah of Berar to defeat the Treaty. The campaigns against these Mahratta chiefs in 1803, and Holkar in 1805, completely broke up the Mahratta confederacy, and established once for all the supremacy of the British power in India. The territories then conquered from Scindia and the Rajah of Berar were distributed between the British Government, the Peishwa, and the Nizam, by the Partition Treaty of Poona in 1804 (No. XIV.) The Peishwa's share was the city and province of Ahmednuggur.

For many years nothing occurred to interrupt the friendly relations between the British Government and the Peishwa, although the latter was somewhat dissatisfied with the terms of the settlement of his claims over the petty jaghiredars within his dominions, by which his powers to oppress them were limited, and they were guaranteed in their territories so long as they fulfilled their original engagements to the Poona State. But in 1815 difficulties arose from the treacherous conduct of the Peishwa and his Minister, Trimbukjee Anglia. By the Treaty of Bassein the British Government were constituted arbiters between the Peishwa and the Guikwar. For the settlement of the heavy claims of the Peishwa, which were brought forward in pursuance of a scheme to revive the old Mahratta policy at which Bajee Rao began to aim, the Minister of the Guikwar, Gungadhur Mastree, a staunch friend of the British Government, was invited to Poona under a guarantee from the British Government of his personal safety. He was there basely assassinated at the instigation of Trimbukjee, the Peishwa himself not being above suspicion of participation in the crime. Bajee Rao was compelled reluctantly to surrender his favorite Minister, who was imprisoned in the Fort of Tanna. Trimbukjee escaped in September 1816, and was aided by the Peishwa, who, while pretending the greatest zeal and friendship of the British Government, was making extensive preparations for war, and had opened negotiations with Holkar, and the Pindarees. When these facts were discovered,

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hwa was informed that by his conduct he had grossly violated engagements; the subsidiary force was marched upon Poona; Baje Rao was required to surrender three of his strongest forts, and to subscribe a Treaty (No XV.) dictated to him by the British Government. The principal provisions of this Treaty were obligations to deliver up Trimbukjee, to cede lands in lieu of the contingents contained under the Treaty of Bassein, to compromise his claims on the Guikwar, to acknowledge the settlements made with the subordinate feudatories in 1812, and to abstain from diplomatic intercourse with foreign powers.

The system of non-interference which the Government had followed in Malwa and Malwa greatly strengthened the Pindaree hordes, and in 1816 their inroads into British territory made necessary a change in the policy of Government. The Pindarees looked much to the support of the Mahratta chiefs. But Scindia was detached from his cause by the Treaty of 1817, Ameer Khan was gained

being guaranteed in his territories, the force of Holkar was broken in the battle of Mehidpore, and after a harassing

The Pindarees were completely broken up and their chiefs were obliged to surrender unconditionally to the British Government. In the meantime Baje Rao, under the humiliation to which he was subjected by the Treaty, took advantage of the Pindaree war to break off his connection with the British Government. On 5th September 1817, after having secretly made extensive preparations for war, he suddenly attacked and plundered the Residency at Poona. After a short campaign, in which Baje Rao continued cleverly to elude the British troops, he was reduced to the utmost distress, and in 1818 offered to throw himself on the generosity of the British Government. He was offered, and he accepted, terms (No. XVI.), by which he resigned his sovereign power, and agreed to reside at Benares on the Ganges, receiving an allowance of Rupees 8,00,000

Bithoor, near Cawnpore, was selected as the place of his residence. The residents within the jaghire which was granted to him at Bithoor were exempted from subjection to the jurisdiction of the civil and criminal courts of the country by Regulation I.

Baje Rao died on 28th January 1851. He bequeathed all his property to his adopted son, Dhoondoo Punt Nana, who was recognized

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by the British Government as his heir. No portion of the pension granted to Bajee Rao was continued to his family. The jaghire at Bithoor, however, was continued for the life of Dhoondoo Punt, but the residents were made subject to the ordinary civil and criminal courts. Dhoondoo Punt is the notorious Nana Sahib who presided at the massacre at Cawnpore and took a leading part in the rebellion of 1857. His fate is uncertain.

No. I.

TREATY with the MAHRATTAS in 1739.

Articles of Agreement between Stephen Law, Governor of Bombay, &c., on the part of the Honorable English East India Company, and Bajeerow, Pundit Purdan or first Minister of the Most Serene Sou Rajah, July 1739, or 1140, Gentoo Style.

Stipulations between the Government of Bajeerow, Pundit Purdan, in the year 1140 of the Gentoo Style (Anno Domini 1739) and the Honorable Stephen Law, General of the Port of Bombay, delivered to Captain Inchbird, his Deputy, in Bassein.

ARTICLE I.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels; save that if two or three vessels should accidentally fall into company with the English, in such case Bajeerow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our Government, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall

not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

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ARTICLE II.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this State, and shall only freight those that have our pass; but in case of such a freight through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE III.

The English will not lay any restraint on the inhabitants of other countries that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes with their effects and gallivats.

The English shall lay no restraint on the inhabitants, coolies, carpenters, and all castes of people belonging to the jurisdiction of Bassein up to Demaun and other places whatever, that retired to Bombay, but shall let them come away with their effects and gallivats.

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ARTICLE IV.

The English will furnish two fighting gallivats, if required, to give convoy to the fishing gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing gallivats that carry provisions or goods to and from Versova, shall be conveyed in their passage, coming and going, between Versova and Mahim, by the English.

ARTICLE V.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sail-cloth, coir, and others (excepting artillery, balls, powder, and shot), they paying the customary duties. Such things as have not before been used to pay export duty shall continue free of any as before. In like manner, Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize or goods (except artillery, powder, balls and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails, and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the merchants or the Company; and when exported, they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner there shall be no impediment given the English, the Company, or their merchants in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

ARTICLE VI.

The English will preserve their dominion of the river of Mahim, as

All the command and dominion which the Government of

it was granted them by the Portuguese. All the merchants' vessels and fishing gallivats belonging to Bajeerow's Government shall have free passage through the said river, and five or ten sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

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Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten sepoys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

ARTICLE VII.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other or more of the sorts than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their friends.

In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

ARTICLE VIII.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his

Any person, of either side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, the

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creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave, he shall be delivered up by force.

ARTICLE IX.

Any vessel belonging to the English or Bajeerow, that shall be driven by stress of weather, or other accidents, for shelter on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessel shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may have suffered be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one-half shall be restored to the owners, and one-half shall remain to the State. In like manner the effects on board any vessels of our jurisdiction, that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

ARTICLE X.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a

Our fleet will not harm any vessel navigating without a pass from this State, from the stakes at Mahim, in a direct line to the

direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Underee on this side.

bar at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Underee this way. PE

ARTICLE XI.

Bajeerow's fleet shall, by no means, hurt or molest the fishing gallivats, or other vessels belonging to the English or their subjects, in their navigation of these seas. In like manner, Bajeerow's fishing gallivats, and other vessels belonging to him or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallivats or other vessels belonging to Bombay navigating these seas. In like manner, our fishing gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE XII.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour ; and in case of touching at Bombay for watering, they shall have friendly treatment. In like manner, the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

The fleet of this State shall go in and out of port freely, and if, at any time, it should repair to Bombay for watering, and stay some time there, it shall meet with assistance there. In like manner, we will assist and supply the English fleet arriving at any of our ports.

ARTICLE XIII.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the Rivers Negotan, Penn, and other ports : but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment on the part of the English to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the Rivers Negotan, Penn, and other ports ; but if any such vessels go into Bombay, and unload their

goods, they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done to such merchant vessels by any power whatever.

ARTICLE XIV.

The merchant vessels belonging to the English and their subjects shall have free leave to purchase in the Rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same, paying the customs, and on the part of Bajeerow there shall be no impediment.

These fourteen Articles shall be observed without failure.

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties; and, on the part of this State, no impediment shall be given them.

These fourteen Articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July).

Confirmed by the Bombay Government on 20th July 1739.

No. II.

ARTICLES of AGREEMENT for an expedition against TOOLAJEE ANGRIA, settled in March 1755, by the Hon'ble RICHARD BOURCHIER, Esquire, Governor of Bombay, in behalf of the Honorable East India Company; and RAMAJEE PUNT, Soobadar, in behalf of his master, NANA (BALAJEE BAJEE RAO) PUNDIT PURDAN, General of the MAHRATTAS.

1st.—That all the Marine shall be immediately under the command of the English, and the management of all affairs, both by sea and land, carried on by the approbation of both parties.

2nd.—All vessels whatever that may be taken from Toolajee (Angria) shall be equally divided between the English and Mahrattas, ^{PEI}/_N except the *Restoration*, which is to be the sole property of the English.

3rd.—Bankote and Himmutgur, with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honorable Company's property for ever, and the Mahrattas not to levy any additional inland duties.

4th.—The English engage to keep the sea, and prevent Angria's fleet from throwing succours into any place that may be attacked, but at this season only Soovurdoorg, Unjunwel, and Vijidoorg.

5th.—All ammunition, guns, and other stores that may be taken in the several forts in Angria's territories to belong entirely to the Mahrattas.

6th.—If Manajee's territories are jointly attacked, the Fort of Khanderee with its harbour to be delivered unto the Honorable Company, with the Villages Rivans, Runjunkhar, Sarul Shamy, Mandven, Kolgaon, Donbaren, Kehim, and Avas.

7th.—Any other Articles that may be necessary to be agreed upon to be settled between the Governor and Nana Pundit Purdan.

Confirmed by the Government of Bombay on the 19th March 1755.

NO. III.

TREATY with the MAHRATTAS, dated the 12th of October 1756.

ARTICLE I.

That the Mahratta Government will never permit the Dutch to settle or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE II.

As an Article regarding Mahim River was included in the Treaty made in the time of the deceased Bajeerow, and it having been represented that the Bundora coolies have of late begun to set up new fishing stakes, which they ought not to have done in that river, the Mahratta Government do hereby oblige themselves not to permit thereof in future.

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ARTICLE III.

As Bankote and Himmutgur have been delivered to the Honorable Company, the Mahrattas do, by these presents, give them the following villages towards defraying the expenses thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession without further delay, *viz.*, Vilass, Bag, Manly, Veswee, Chepolee, Coodook, Pundaree, Panam, Dasgom, and Comela.

ARTICLE IV.

It having been a custom, during the Governments of Angria and the Mahrattas at Bankote, that the Seeddees received a chouth, or quarter part of the customs, the Mahrattas engage to satisfy the Seeddee in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Seeddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these Articles concerning the delivery of Ghereah.

ARTICLE V.

Customs are to be levied by the Mahrattas on goods which pass up the river of Bankote only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bankote.

ARTICLE VI.

As Dasgom is a pass for the Vunjarrahs, or country merchants, the Mahrattas engage that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

ARTICLE VII.

All such subjects and inhabitants of Bankote, Himmutgur, and its dependencies, as, on account of the dispute with Angria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English without any impediment from the Mahratta Government; and others that in future may leave the English are

to be permitted to return again, if agreeable to them, in the manner above mentioned: and such subjects as shall leave the Mahratta Government and retire to Bankote shall have liberty to return to the Mahrattas again on their agreeing with them, and in such case the English will not impede them.

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ARTICLE VIII.

The Mahrattas may export from the river of Bankote, annually, for the use of their southern forts, &c., grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bankote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, &c., as they may want for the use of their Sircar or Government: and in consideration thereof the Honorable Company's goods, to the amount of one hundred and fifty thousand (150,000) Rupees, shall annually, in like manner, be free from all customs as far as Poona, upon Dakhlas, or certificates, being produced on both sides.

ARTICLE IX.

No additional inland duties whatever to be levied on the English goods by the Mahratta Government, but only the Rahadaree Customs.

ARTICLE X.

Junardow Buttol Phudness Mahagom, with Ballajee Bajeerow, Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen beegahs of batty ground, which is to remain with him; in lieu or in consideration of which Nandgoa Compra is granted to the Honorable Company.

ARTICLE XI.

The Dutch goods will not be permitted to be landed at Rajapore, nor their trade suffered to be carried on there, concerning which the Mahrattas will give proper orders: and the people under the Mahratta Government are not to trade at Rajapore; but if disputes arise with the Seeddee, this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent Article.

ARTICLE XII.

The Brahmins, inhabitants at Hurrasecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs,

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II. in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE XIII.

The Mahar Government to carry grain of all kinds, timber, wood, &c., according to the custom formerly observed, but as to the power of the river, it is to be carried on agreeable to the Articles of this Treaty.

ARTICLE XIV.

The Fort of Eswant Gur is to be entirely demolished, and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river. In like manner, the Mahratta Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to exempt the English from building such houses and warehouses as they think proper in the villages belonging to them.

ARTICLE XV.

As all the royalty of Bankote and Himmutgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river.

ARTICLE XVI.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, &c., either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, &c., that properly belong to the Honorable Company, they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it, but grant them free liberty so to do: and the Mahratta Government engages that Toolajee Angria shall have no place given him nor any power below the Ghaut. Balajee Bajeerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person, belonging to the Mahratta

Government, is to have in his possession the proper Sunnuds and orders regarding the delivery of Bankote and its villages; and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders, for Fort Victoria (or Bankote) and its several villages, to the English Councillor, and then return with that gentleman to Bankote directly to see Nana's orders are effectually executed in regard to the villages.

ARTICLE XVII.

These Articles being concluded and agreed upon by both parties, they are to act conformable thereto, in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta Government on the Honorable Company to the date of these presents.

ARTICLE XVIII.

All Treaties hitherto made between the Mahratta Government and English are to be observed and maintained inviolable by both parties agreeable to the tenor of them.

The foregoing Articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East India Company, and do attest the same with our own proper names in Poona, the day and year above written.

(Signed) THOMAS BYFIELD.
 „ JOHN SPENCER.

No. IV.

V.A.
7. ARTICLES of AGREEMENT made with SEURAM PUNT TATTIAT, in behalf of MADARAO BALAJEE, son of BALAJEE BAJEEROW, PUNDIT PUNT PURDAN, dated the 14th of September 1761.

ARTICLE I.

That such of the Mahratta officers who have presumed to stop any Pattamars, and obstructed the business of the English by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again in future, strict orders shall be issued immediately for that purpose, which if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE II.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection, who have suffered in their property by any unjust or illegal actions of the Mahratta officers or subjects, in any place, shape, or manner whatever, and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments under the pretence of their being wrecks from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be deemed wrecks but such as are driven ashore, and there break to pieces by stress of weather, when the Mahratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one-half of what is so saved shall belong to Madarao and the other half to the owners.

ARTICLE III.

That all Europeans and Natives, either soldiers, seamen, or others, in His Britannic Majesty's or the Honorable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and

returned to the nearest English Settlement to such place where they may be apprehended upon landing in any part of the Mahratta country, the Governor having promised all such a free pardon and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open and numbers go through it without being known. It is also agreed that whatever people, Europeans of all nations excepted, who are in the service of Madarao and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE IV.

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapore to the Seeddees of Junjerah in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects.

ARTICLE V.

That all prisoners taken by the Mahrattas or Seeddees, subjects of either Government and now in their possession, shall be sent to Bombay within one month from the signing of these Articles, and mutually restored by the Governor to their freedom, and all hostilities between the Mahrattas and Seeddees shall cease from this time.

Lastly, that proper orders shall be instantly despatched to all the Mahratta officers, requiring them to show a due obedience to these Articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor and transmitted to Poona.

In confirmation of all which I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September 1761.

AN ADDITIONAL ARTICLE.

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As to what relates to the restoration of Underee Fort and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

No. V.

TREATY with RAGOBA, 1775.



Articles of Agreement and Treaty between the Honorable William Hornby, Esq., President and Governor, &c., Council of Bombay, and of all its dependencies, on the part and behalf of the Honorable United English East India Company on the one part, and Ragonath Rao Ballajee, Peishwa, on the other part. Dated the 6th day of March, in the year of our Lord 1775, or the third day of the month Mohurrun and year 1189 (Hegira), Mahomedan style, or the day of the month and year 1179, Gentoo style.

ARTICLE I.

The Treaty concluded between the Government of Bombay and Bajerow Pundit Purdan, or first Minister of His Serene Highness the Sou Rajah, dated July 1739, or 1140 of the Gentoo style; and that concluded on the part of this Government with Ballajee Bajerow Purdan, dated 12th October 1756, or of the Mahomedan style 17th of Mohurrun 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intent and meaning of them,

in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

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ARTICLE II.

All other Agreements subsisting between the Government of Bombay and that of the Mahrattas, are hereby ratified and confirmed; and, after the re-establishment of Ragoba in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government in behalf of the Honorable Company and the Mahratta Government.

ARTICLE III.

Ragoba, on his part and on the part of the Mahratta Government, engages from this day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company in any part whatever of their dominions in India, and the Honorable the Governor in Council of Bombay do, in the like manner, engage never to assist the enemies of Ragoba.

ARTICLE IV.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Ragoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but at present only five hundred (500) Europeans, and one thousand (1,000) sepoys and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE V.

In consideration of such effectual assistance on the part of the Honorable Company, Ragoba, as Peishwa and as Supreme Governor in the

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V. whole Mahratta Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them in the most full, ample, and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and, in case of the loss at any time of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever.

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies in their full extent, together with everything belonging to the Poona Government in those Pergunnahs.

The four following islands adjacent to Bombay, with everything belonging to the Poona Government therein, *viz.*, Caranja, Canary, Elephanta, and Hog Island.

ARTICLE VI.

Ragoba also engages immediately to procure from the Guicowars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicowars in the Town and Pergunnahs of Broach.

ARTICLE VII.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the places ceded by the two last Articles, in the like manner as the Poona Government or the Guicowar Government were before considered; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poona Government or the Guicowar Government before exercised or received.

ARTICLE VIII.

Ragoba also engages faithfully to make good to the Company for ever the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Occlaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE IX.

Ragoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted, consisting of two thousand five hundred men, the sum of one hundred and fifty thousand Rupees (150,000) monthly and every month, which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay; but, as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly, and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.*—

Occlaseer, his remaining share after deducting what is before by these presents ceded to the Honorable Company.

Ahmood and all its districts.

Hansoot and all its districts.

Versaul and all its districts.

But it is hereby declared that the revenues of these places belong to the Honorable Company no longer than till the amount of the monthly stipend that may be due for the expenses of the Company's forces is fully discharged, when all further demands on these four places are to be relinquished; and in this light the Honorable the Governor and Council declare they accept those four Pergunnahs.

ARTICLE X.

As it has been mutually agreed, during the course of this negotiation, that the sum of six lakhs of Rupees should be deposited by Ragoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Ragoba, finding it at this

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time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows :—That Ragoba shall immediately deposit with the Company's Agents at Surat to the full value of six lakhs of Rupees, in jewels, to remain in the Honorable Company's possession till redeemed, which must be done as soon as Ragoba's affairs will possibly admit. All this Ragoba faithfully and firmly engages to perform and the Honorable Company to accept.

ARTICLE XI.

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragoba doth engage to pay the expense that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure for them for ever the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE XII.

Should Ragoba make peace with his enemies, the Ministers, he firmly and faithfully engages that the English East India Company shall be included in it to their satisfaction.

ARTICLE XIII.

Ragoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any depredations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

ARTICLE XIV.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahratta coast, every assistance shall be given by the Government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

ARTICLE XV.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property from the day this Treaty is signed; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Ragoba shall make peace with his enemies or not.

ARTICLE XVI.

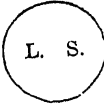
Immediately after the ratification of the foregoing Articles, and after the jewels, to the full amount of six lakhs of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces so long as they continue with Ragoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragoba, and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Mahratta Empire.

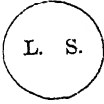
The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay, within thirty days after this date.

(Signed) ROBERT GAMBIER.

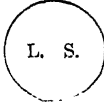
We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Rugonath Row Ballajee, Peishwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done of the date above-mentioned, and the same having been signed to, ratified, and confirmed by Rugonath Row Ballajee, Peishwa; and whereas, by the last Article, it is covenanted and agreed that

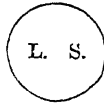
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v. — a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these, therefore, are to certify that we hereby ratify and confirm the foregoing Treaty in all and every part. In testimony whereof we have caused the seal of the aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord 1775.

(Signed) WILLIAM HORNBY.  L. S.

„ DANIEL DRAPER.  L. S.

„ THOMAS MOSTYN.  L. S.

„ BRICE FLETCHER.  L. S.

„ WILLIAM TAYLER.  L. S.

By order of the Honorable William Hornby, Esq., President and Governor, &c., Council of His Majesty's Castle and Island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East India Company on the west side of India and on the coast of Persia and Arabia.

(Signed) GEORGE SKIPP,  L. S.

Secretary.

List of Sunnuds for the undermentioned places given by Ragoba Bajeerow Purdan to the Honorable Company:—

2	Sunnuds for	...	...	...	...	Bassein.
2	ditto	„	...	...	...	Salsette.
1	ditto	„	...	...	...	Orpad.
1	ditto	„	...	...	...	Jambooseer.
1	ditto	„	...	...	...	Broach.
1	ditto	„	...	...	...	Caranja.
1	ditto	„	...	...	...	Elephanta.
1	ditto	„	...	...	...	Canary.
1	ditto	„	...	...	...	Balsar.
2	ditto	„	...	...	...	Ooclaseer.
1	ditto	„	...	...	...	Hansoot.
2	ditto	„	...	...	...	Ahmood.

—
16 Sunnuds.
—

Translate of five Sunnuds from Ragoba, for Bassein, Salsette, Orpad, Jambooseer, and Broach, all included under No. 1.

TO THE DESSMOCK AND DESPANDY, OR TO THE PUNDIT AND
OMALDARS UNDER HIM.

I, Ragoba Bajeerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the said Pergunnahs, and delivered the said Government to the English Company; therefore, you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

Translate of five Sunnuds from Ragoba, for Bassein, Salsette, Caranja, Elephanta, and Canary, all included under No. 2.

TO THE HAVILDAR AND ALL MANAGERS OF BUSINESS:

Ragoba Bajeerow Purdan, his compliments, acquainting them that the Castles of all these places have been given to the Company; you

$\frac{E}{WA.}$ are, therefore, to deliver them the charge thereof and obtain a receipt
 $\frac{V.}{V.}$ for them.

Dated the 11th Zil-hitch, 1165.

Translate of four Sunnuds from Ragoba, for Occlaseer, Hansoot, Balsar, and Ahmood, all included under No. 3.

TO THE GOVERNMENT OR OMALDARS.

After compliments,

That I, Ragoba Bajeerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of 1,50,000 Rupees every month; therefore you are to pay them the revenues of your place and take the receipt for what you pay them; and the same is to continue till their demand is discharged.

Dated the 11th Zil-hitch, 1165.

Translate of a Sunnud from Ragoba for Occlaseer, included under No. 4.

TO THE GOVERNMENT OR PUNDIT OF OCCLASEER.

After compliments,

That Ragoba Bajeerow do command you to pay, out of the revenues of your place, the sum of 75,000 Rupees to the English Company annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

Translate of a Sunnud from Ragoba for Ahmood, included under No. 5.

TO THE ZEMINDAR OR LANDHOLDER OF AHMOOD.

That I, Ragoba Bajeerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my Agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid; and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch, 1165.

No. VI.

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NTREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and the
MAHRATTA STATE, 1776.*Poorundah, 1st day of March 1776.*

Whereas differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein by sending forces into the Mahratta dominions, which the Honorable the Governor-General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end: They have for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Mahratta State. And Colonel Upton, having accordingly arrived at Poorunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccaram Pundit and Ballajee Pundit, on the part of the Peishwa Row Pundit Purdhan and all the Mahratta Chiefs; and the following are the Articles of Convention which they have engaged into:—

ARTICLE I.

Peace shall be established and take place from this day between the Honorable the English East India Company in general and the Government of Bombay in particular, and Row Pundit Purdhan and his Ministers, Siccaram Bapoo and Ballajee Pundit, on the part of all the Mahrattas: and the following Articles are to be observed inviolably by both parties:—

ARTICLE II.

The peace is to be forthwith proclaimed between the Honorable Company and the Mahratta State, at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandavie, and in every part of the Guzerat Province where there are British subjects. The Mahratta Government will also order proclamations to be made throughout all their dominions.

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ARTICLE III.

The Peishwa, Row Pundit Purdhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its chout, &c., in the neighbourhood of Broach. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands; should the Governor-General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peishwa.

ARTICLE IV.

The Mahrattas do agree to give to the English Company for ever all right and title to their entire share of the City and Pergunnah of Broach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of chout, or any other demand whatever; so that the English Company shall possess it without participation or claim of any kind.

ARTICLE V.

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Broach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Row Pundit Purdhan to proceed and determine the place and boundaries, when the Peishwa will give the Sunnuds.

ARTICLE VI.

The Peishwa and Ministers agree to pay to the Company twelve lakhs of Rupees, in part of the expenses of the English army, in two payments, *viz.*, six lakhs within six months of the date of this Treaty, and the other six lakhs within two years of the same date.

ARTICLE VII.

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The English do agree that every part of the Guzerat country ceded to the Company by Rugonath Row, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Seajee, or Futty Sing Guicowar, shall also be restored when it is proved by their letters and copies of the Sunnuds granted by the former Peishwas, now in their (the Guicowar's) hands, that they do not possess power or authority to make such cessions. The Pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the Pergunnah of Chureassy, and the village of Batta Gang are to continue as pledges in the possession of the English till the Sunnuds for the country of three lakhs are made over. All Treaties and Agreements subsisting between the English and Rugonath Row are hereby annulled; and those of Seajee and Futty Sing, Guicowars, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand.

ARTICLE VIII.

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrisons and districts.

ARTICLE IX.

It is agreed that Rugonath Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Mahratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Rugonath Row, the four following excepted, *viz.*, Abajee Mahadu, Noor Cawn Gardie, Toola Khidmutgar, and Kurrun Sing Chokydar, who, for crimes and misdemeanors committed against the State, are for ever banished the Mahratta dominions.

ARTICLE X.

If Rugonath Row refuses to disband his army, the English are to withdraw their forces, and are not to assist him.

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ARTICLE XI.

The conditions of the ninth Article being complied with, the Peishwa and Ministers then consent to establish a household for Rugonath Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rugonath Row; also two hundred domestics, to be chosen by Rugonath Row and paid by Government. They will also cause to be paid to Rugonath Row, to defray his other expenses, three lakhs of Rupees per annum, by monthly payments, at the rate of twenty-five thousand Rupees per month, conditionally that he resides at Cooper Gang, on the banks of the Gunga Gudavery. If at any time he may want to change his place of residence, application is to be made to the Peishwa, without whose permission such a change is not to take place; and he is not to cause any disturbance or carry on improper correspondence with any person.

ARTICLE XII.

It is agreed that no assistance is to be given by the English to Rugonath Row, or to any subject or servant of the Peishwa that shall cause disturbances or rebellion in the Mahratta dominions.

ARTICLE XIII.

The Peishwa, Row Pundit Purdhan, and his Ministers, do declare that the chout of Bengal and its dependencies has, for time out of mind, been part of the jaghire of the Bounsello; they therefore cannot withdraw it; but if the said Bounsello, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief dependent on them or the Rajahship to give them any assistance.

ARTICLE XIV.

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Mahratta coast, every assistance shall be given by that Government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner, the English Company

engage their assistance should any Mahratta ships or vessels be shipwrecked on any of their coasts. PEI
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ARTICLE XV.

The Treaties between the Government of Bombay and the Mahrattas, dated July 1739 and 12th October 1756, are to be held and continued in as full force as when they were first entered into; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty; in such case such Article or Articles are to be rejected, and those of this Treaty abided by.

ARTICLE XVI.

All other Treaties or Agreements subsisting between the Government of Bombay and the Mahratta Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE XVII.

It is agreed that, if Rugonath Row has lodged any jewels belonging to the Peishwa, Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

ARTICLE XVIII.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective Sunnuds or Grants, and are therein, accordingly, to exercise their own laws and authorities. And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions.

ARTICLE XIX.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Mahratta Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

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ARTICLE XX.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Mahratta Government, and a copy shall be sent to Calcutta, to be signed and sealed by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peishwa.

(Signed) J. UPTON.

(A translation.)

(Signed) AR. M'PHERSON,
Persian Interpreter.

The signature of Ballajee Pundit.

The signature of Siccaram Pundit.

(Here it is dated.)

Received the following letter from Colonel Upton.

GENTLEMEN,—It has been agreed between the Governor-General and the Peishwa, and his Ministers, that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties.

I have the honor to be,

Gentlemen, with respect,

Your most obedient, humble servant,

(Signed) J. UPTON.

POORUNDER, }
26th May 1776. }

The 13th and 17th Articles are omitted entirely; the 14th Article therefore becomes the 13th, and so on, and the 18th Article becomes the 16th, and so on.

The concluding words of the 7th Article, “and these Treaties are to be destroyed in the presence of the Peishwa’s Ministers when they come to hand,” are also omitted.

Additional Clause.

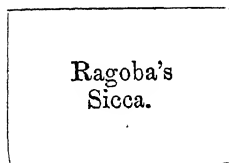
Whereas it is declared by the third Article of the foregoing Treaty that “ the Peishwa, Row Pundit Purdan, and his Ministers, being “ desirous of having Salsette and the small islands subdued by the “ English in the late war restored to them, do offer to give in “ exchange a country of three lakhs of Rupees, with its chout, &c., in “ the neighbourhood of Broach ;” and further that, “ if the Governor “ General and Council of Fort William do not restore them, they “ shall continue in the possession of the English, and the said Peishwa, “ Row Pundit Purdan, and his Ministers will then give up all right “ and title to the said islands.” The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands : and the said islands are accordingly to remain for ever in the possession of the English by virtue of the present Treaty.

(Signed) J. UPTON.

POORUNDER, }
22nd May 1776. }

No. VII.

TREATY with RAGOBA, 1778.



(Signed) EDWARD RAVENSCROFT,
Secretary to the Select Committee.

Articles of Agreement and Treaty between the Honorable William Hornby, Esquire, President and Governor, and the Select Committee of Bombay, on the part and behalf of the Honorable United English East India Company on the one part, and Rugonath Row Bajeerow Purdan on the other part. Done and concluded at

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VII. Bombay, this 24th day of November, in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style; or, according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly, or 1700.

ARTICLE I.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, Ministers in behalf of the Peishwa and the Mahratta State, having been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajeerow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire, during the minority of Madarow Narrain, the infant Peishwa; hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE II.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But Rugonath Row Bajeerow Purdan having expressed his doubts of the legitimacy of the Peishwa, Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Rugonath Row Bajeerow Purdan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peishwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Narrain Row, they will guarantee him an equal division of the Government and country on the Peishwa's attaining to the age of seventeen, agreeable to what Rugonath Row Bajeerow Purdan says he is entitled to by his birth-right according to the Gentoo Law.

ARTICLE III.

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The Governor and Select Committee of Bombay do hereby stipulate, and Rugonath Row Bajeerow Purdan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree that the person of the Peishwa, Madarow Narrain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and, in such case, the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Rugonath Row Bajeerow Purdan may keep a chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honor of the contracting parties.

ARTICLE IV.

Moraba Furneese, Butcheba Pronder, and Tookajee Holkar having invited Rugonath Row Bajeerow Purdan to take upon himself the Government as Regent, and promised their assistance, Rugonath Row Bajeerow Purdan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful, obedient servants, that he will show favor to them, according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE V.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the Articles of the present

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II. Treaty. Rugonath Row Bajeerow Purdan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those who, he may be of opinion, have injured him.

ARTICLE VI.

In consideration of the assistance to be afforded by the Honorable Company, for placing Rugonath Row Bajeerow Purdan in the Regency at Poona, Rugonath Row Bajeerow Purdan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorunder, and Bassein and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this Article, are as follow:—

Bassein, fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that Province.

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

The island of Kennery.

An assignment upon the Pergunnah of Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth Article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poona Ministers, Rugonath Row Bajeerow Purdan doth hereby engage and agree that the said Autgoms shall be ceded to the Honorable Company; but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet, if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE VII.

In addition to the several grants and cessions herein above specified, Rugonath Row Bajeerow Purdan doth hereby engage and

promise to cede and make over for ever the Pergunnahs of Ahmood and Hansoot, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE VIII.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property from the day this Treaty is executed, without any claim of chout to the Mahratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper; for which purpose, Rugonath Row Bajecrow Purdan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places. Rugonath Row Bajecrow Purdan doth further promise and engage that, immediately after his taking charge of the Regency of Poona, he will execute and deliver to the Government of Bombay regular Sunnuds, under the Peishwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE IX.

Rugonath Row Bajecrow Purdan engages to pay and make good the charges and expenses of the army and stores with which he is now to be assisted; which he hereby faithfully promises to make good in ready money as soon as the situation of his affairs will possibly permit: and, for the further security of the Honorable Company, he, by these presents, assigns over the Pergunnah of Versaul and the remainder of Oclascer, the revenues of which are to be collected by his Amildars and paid to the Honorable Company, till the amount due for the expenses of the army is fully discharged; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honorable Company will be relinquished: or if Rugonath Row Bajecrow Purdan regularly pays the monthly sum stipulated in the next Article, the Honorable Company will not interfere with the said Pergunnahs.

ARTICLE X.

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ii. Rugonath Row Bajeerow Purdan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lakhs and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expense attending the army, and is to commence from the day the forces leave Bombay.

ARTICLE XI.

Rugonath Row Bajeerow Purdan faithfully promises and engages to discharge his present debt to the Company, as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE XII.

The English forces are to continue with Rugonath Row Bajeerow Purdan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona, and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Rugonath Row Bajeerow Purdan with their forces so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE XIII.

The several Treaties and Agreements subsisting between the Government of Bombay and the Mahratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE XIV.

After the establishment of Rugonath Row Bajeerow Purdan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Mahratta Government. Rugonath Row Bajeerow Purdan engages never to assist the enemies or molest the dominion of the Company in any part of India, nor to make war or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of

the Honorable Company, not to assist the enemies of Rugonath Row Bajeerow Purdan.

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ARTICLE. XV.

Rugonath Row Bajeerow Purdan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Mahratta Government and the French nation; any failure in which stipulation will be considered as a breach of the alliance between the Mahratta Government and the Honorable Company.

ARTICLE XVI.

Rugonath Row Bajeerow Purdan doth hereby stipulate and engage that the English shall enjoy all their former privileges and freedom of trade in the Mahratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Mahratta dominions; but the Honorable Company will make no settlement therein without permission from Rugonath Row Bajeerow Purdan.

ARTICLE XVII.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor-General and Council not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be altered or amended as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company and Rugonath Row Bajeerow Purdan, the contracting parties have interchangeably affixed their hands and seals and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(Signed)	WILLIAM HORNBY.
„	JOHN CARNAC.
„	DANIEL DRAPER.

No. VIII.

CONVENTION of WURGAON, 1779.

Translation of the Articles of Agreement between Sreemunth Mhade Row Narrain, Pundit Purdhan, on the one part, and the English Company on the other part.

In the time of the late Sreemunt Pundit Purdhan Mhadoo Row Bullal matters went on peaceably. Since then the English obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran, Jambooseer, and the Mehals and Pergunnah of Broach, both belonging to the Sircar and the Guicowar; and the English gave their aid to Rugonath Row Dada Sahib: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an Agreement, and according to that Agreement matters were to go on between the Company and the Mahratta Sircar. But on the side of the English this Agreement was not adhered to, they having given aid to Rugonath Row, and, making preparations for war, mounted the ghauts, invaded the districts of the Mahratta Sircar, and began to make hostilities, upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an Agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Rugoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Sircar. The islands of Salsette and Ouran, and the other islands and places at Jambooseer and the Mehals of Broach, formerly belonging to the Mahratta Sircar and the Guicowar, such as Chickly, Veriaul, &c., were taken possession of: these we give up, and agree to go on and remain as we were in the time of the late Peishwa, Mhadoo Row Bullal; upon which this Agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullal, Pundit Purdhan,

matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and further Jambooseer and other Mehals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of: these must be delivered back to the Sircar; and no aid or protection must in future be afforded to Rugonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform, and on the part of the Sircar good faith is also to be observed. Rugonath Row Dada Sahib was with us: he, by his own consent, committed himself, with all his effects, to the care of Tookajee Holkar and Madajee Scindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay; and as security for this on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay; and for this purpose troops shall be sent with you or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Unturvedee and Bundelkhund Provinces and their Sirdars being always under the Sircar, no damage is to be done to them: and the English army from Calcutta having crossed the Nerbudda is now at Hussengabad; it is not to be permitted to proceed forwards, but it is to be sent back to Calcutta, and on the road no molestation is to be given to any one. The before-mentioned Agreement is formed by the mediation of Tookajee Holkar and Madajee Scindia, and according to it matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Mahratta Camp by Thomas Holmes and William G. Farmer.

Signed in the English Camp by John Carnac and Charles Egerton.

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III. AGREEMENT of JOHN CARNAC, ESQUIRE, Counsellor, and COLONEL EGERTON, and
ENGLISH COMMITTEE of Bombay, with MADAJEE SCINDIA.

That after falling out with the Sircar of Mhadoo Row Narrain, Pundit Purdhan, we with an army came upon the ghaut and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Sahib. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would come between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay without molestation from any body. You made our escape entirely; all which we took into our consideration and were very glad. You are a principal officer and a well wisher to this Government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and every body's molestation, and got the Treaty settled as before without any dispute from the Sircar; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its Government, in the same manner as the Mogul did hold it, which fort is now in our possession and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's dustuck, under the King's seal, to the Killēdar of Broach, and deliver the fort and its country in the manner the Mogul did hold it up to you, under oath no dispute shall arise in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you as hostages for the performance of this Agreement. We will let no dispute arise. This we agree to in writing.

Wurgaon, near Tullagaon, 27th Julheze.

N. B.—The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th.—This morning Mr. Farmer returned to the Mahratta Camp with Madajee Scindia's Vakeel, with the papers executed.

N. B.—The Governor and Council of Bombay refused to ratify this Convention.

No. IX.

TREATY of PEACE with the MAHRATTAS, 1782.

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reaty of perpetual friendship and alliance between the Honorable the English East India Company and the Peishwa Madhoo Row Pundit Purdhan, settled by Mr. David Anderson, on the part of the Honorable Company, in virtue of the powers delegated to him for that purpose by the Honorable the Governor-General and Council appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honorable English East India Company in India; and by Maharaja Soubahdar Madhoo Row Scindia, as Plenipotentiary on the part of the Peishwa Madhoo Row Pundit Purdhan, Ballajee Pundit Nana Furnavese, and the whole of the Chiefs of the Mahratta nation, agreeably to the following Articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.

ARTICLE I.

It is stipulated and agreed to between the Honorable the English East India Company and the Peishwa, through the mediation of Madhoo Row Scindia, that all countries, places, cities, and forts, including Bassein, &c., which have been taken from the Peishwa during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peishwa; the territories, ports, cities, &c., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall become complete (as hereinafter described), to such persons as the Peishwa, or his Minister, Nana Furnavese, shall appoint.

ARTICLE II.

It is agreed between the English Company and the Peishwa, that the settee and three other islands, viz., Elephanta, Carranja, and Hog, which are included in the Treaty of Colonel Upton, shall continue forever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peishwa.

ARTICLE III.

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton, "that the Peishwa and all the Chiefs of the Mahratta

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x. “ State do agree to give the English Company, for ever, all right
“ and title to the City of Broach, as full and complete as ever they
“ collected from the Moguls or otherwise, without retaining any claim
“ of chout, or any other claims whatsoever, so that the English Com-
“ pany shall possess it without participation or claim of any kind ;” this
Article is accordingly continued in full force and effect.

ARTICLE IV.

The Peishwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lakhs of Rupees, near Broach, the English do now, at the request of Madhoo Row Scindia, consent to relinquish their claim to the said country in favor of the Peishwa.

ARTICLE V.

The country which Seajee and Futty Sing Guickowar gave to the English, and which is mentioned in the seventh Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored ; and it is hereby settled that if the said country be a part of the established territory of the Guickowar, it shall be restored to the Guickowar ; and if it shall be a part of the Peishwa's territories, it shall be restored to the Peishwa.

ARTICLE VI.

The English engage that, having allowed Rugonath Row a period of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his expenses : and the Peishwa on his part engages, that if Rugonath Row will voluntarily and of his own accord repair to Maharaja Madhoo Row Scindia, and quietly reside with him, the sum of 25,000 Rupees per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peishwa, or any of his people.

ARTICLE VII.

The Honorable English East India Company and the Peishwa being desirous that their respective allies shall be included in this

peace, it is hereby mutually stipulated, that each party shall make peace with the allies of the other, in the manner hereinafter specified.

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PEISHWA
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ARTICLE VIII.

The territory which has long been the established jaghire of Seajee Guickowar and Futtu Sing Guickowar, that is to say, whatever territory Futtu Sing Guickowar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futtu Sing shall, from the date of this Treaty being complete, pay for the future to the Peishwa the tribute as usual previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futtu Sing by the Peishwa for the period that is past.

ARTICLE IX.

The Peishwa engages, that whereas the Nabob Hyder Ally Cawn having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn. All prisoners that have been taken on either side during the war shall be released; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzan in the year 1181, being the date of his Treaty with the Peishwa; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn within six months after this Treaty being complete, and the English, in such case, agree that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peishwa, they will in no respect act hostilely towards him.

ARTICLE X.

The Peishwa engages, on his own behalf, as well as on behalf of his allies, the Nabob Nizam Ally Cawn, Ragojee Bhonsla Syna Saheb Soubah, and the Nabob Hyder Ally Cawn, that they shall, in every

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IX. respect, maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah Behauder, and the Nabob Mahomed Ally Cawn Behauder, and shall in no respect whatever give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah, and the Nabob Mahomed Ally Cawn, that they shall in every respect maintain peace towards the Peishwa and his allies, the Nabob Nizam Ally Cawn, and Ragojee Bhonsla Syna Saheb: and the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the 9th Article of this Treaty.

ARTICLE XI.

The Honorable East India Company and the Peishwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other: and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE XII.

The Peishwa and Chiefs of the Mahratta State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Mahratta territories, and shall meet with no kind of interruption; and, in the same manner, the Honorable East India Company agree that the subjects of the Peishwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

ARTICLE XIII.

The Peishwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependant on him, excepting only such as are already established by the Portuguese; and he will hold*no intercourse of friendship with any other European nations: and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindostan at enmity with the Peishwa.

ARTICLE XIV.

The English and the Peishwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

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ARTICLE XV.

The Honorable the Governor-General and Council of Fort William engage that they will not permit any of the Chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner, the Peishwa Madhoo Row Pundit Purdhan engages that none of the Chiefs or subjects of the Mahratta State shall act contrary to them.

ARTICLE XVI.

The Honorable East India Company, and the Peishwa Madhoo Row Pundit Purdhan, having the fullest confidence in Maharaja Soubahdar Madhoo Row Scindia Behauder, they have both requested the said Maharaja to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty; and the said Madhoo Row Scindia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharaja will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

ARTICLE XVII.

It is hereby agreed that whatever territories, forts, or cities, in Guzerat, were granted by Rugonath Row to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the seventh Article of the said Treaty, shall be restored, agreeably to the terms of the said Article.

This Treaty, consisting of 17 Articles, is settled at Salbey, in the Camp of Maharaja Soubahdar Madhoo Row Scindia, on the 4th of the month Jemmadul Saany, in the year 1197 of the Hygera, corresponding with the 17th of March 1782, of the Christian era, by the said Maharaja and Mr. David Anderson: a copy hereof shall be sent by each of the above-named persons to their respective principals

THE
BISHWA.
No. IX.

at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor-General and Council of Fort William, shall be delivered to Maharaja Madhoo Row Scindia Behauder, and the other under the seal of the Peishwa Madhoo Row, Pundit Purdhan, and the signature of Ballajee Pundit, Nana Furnavese, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained, shall become binding on both the contracting parties.

(Written in the Mahratta character, by Ragoo Bhow Dewan.) “ In all seventeen Articles, on the fourth of Jemmad-ul-Akher, or fifth of Jeyet Adeek in the Shukul Patteh, in the year 1182.”

(Subscribed in the Mahratta character by Madajee Scindia.)
“ Agreed to what is above written in Persian.”

(Signed) DAVID ANDERSON.

Witnesses :

(Signed) JAMES ANDERSON.

„ W. BLAINE.

(A true translation.)

(Signed) JAMES ANDERSON,
Assistant to the Embassy.

Ratified at Fort William, the 6th of June 1782.



(Signed) WARREN HASTINGS.
„ EDWARD WHEELER.
„ JOHN MACPHERSON.

(Signed) J. P. AURIOL,
Secretary.

The following was added at the time of the Ratification at Poona and the final exchange at Gwalior.

This Treaty, consisting of seventeen Articles, was ratified on the fifteenth of the month of Mohrummum-ul-Hirram, in the year 1196 of

the Hygera, and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnavese.) “ Done by me, Ballajee Jennardin, on the 15th of Mohurram, in the year 1183,” 20th December 1782.

On the 21st of Rubbi-ul-Awul, in the year 1197 of the Hygera, the above-written Treaty, under the seals of the Peishwa and the signature of Ballajee Pundit Furnavese, was delivered near Gwalior, to Mr. David Anderson, and a counterpart of the same, under the seal of the Company, and the signatures of the Governor-General and Council of Fort William, was in like manner delivered to Maharaja Madajee Scindia Behauder, by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the handwriting of Madajee Scindia.) “ 21st of Rubbi-ul-Awul.”

(A true translation.)

(Signed) CHARLES WILKINS.

The counterpart subscribed by Mr David Anderson, 24th February 1783.

N. B.—The small seal of the Peishwa affixed to the joinings of the different sheets.

No. X.

An Additional TREATY between the HONORABLE COMPANY and the PEISHWA of the MAHRATTA STATE.

Whereas, a Treaty of friendship between the Honorable Company and the Peishwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi-ul-Awul, of the year one thousand one hundred and ninety-seven of the Hejira; and the following additions for the increase of the friendship and concord of the two Governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson on the part of the Company, and Maharaja

THE
PEISHWA.
No. X.

Soubahdar Madhoo Row Scindia on the part of the Peishwa; and are accordingly to be held binding on both parties.

In the eleventh Article of the Treaty of peace relating to the mutual intercourse of shipping, the words, *according to former custom* not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to between the Honorable Company and the Peishwa Madhoo Row Pundit Purdhan, that if any Chief, merchant, or other person should hereafter fly from the territories of the Honorable Company to those of the Peishwa, or from the territories of the Peishwa to those of the Company, no protection shall be afforded to such person by either party.

Concluded near Gwalior on the twenty-second day of Jummad-ul-Awul, of the year of the Hejira one thousand one hundred and ninety-seven, conformable to the twenty-sixth day of April one thousand seven hundred and eighty-three of the Christian era.

(Signed) D. ANDERSON.

Witness:

(Signed) JAMES ANDERSON.

Ratified in Council, at Fort William, the 26th of May 1783.



(Signed) WARREN HASTINGS.
 „ EDWARD WHEELER.
 „ JOHN MACPIERSON.
 „ JOHN STABLES.

(Signed) J. P. AURIOL,
Secretary.

No. XI.

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TRANSLATION of a TREATY settled betwixt the HONORABLE EAST INDIA COMPANY and the PEISHWA MAHDOW ROW NARAIN and MAHRATTA STATE.

The Honorable East India Company and the Peishwa Mahdow Row Narain Behauder having concluded and mutually ratified a Treaty near Gwalior, on the 21st of the month of Rubbee-ul-Awul, in the year of the Hegira 1197, in order to carry into execution the 9th Article of the said Treaty, the following stipulations are now settled and agreed on betwixt Mr. David Anderson and Maha Rajah Subahdar Mahdow Row Scindia Behauder, on behalf of the said Honorable East India Company on the one part, and the Peishwa and Mahratta State on the other, and shall accordingly be binding on both parties.

The Peishwa having despatched letters to Tippoo Saib, will cause him to restore all the forts and territories belonging to the English Company and the Nabob Mahomed Ally that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with the Peishwa, the English will not afterwards act hostilely against him; but if he refuses to comply with these requisitions of the Peishwa, in such case the Peishwa will immediately assist the English and make war against him; after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and forts that may be conquered from Tippoo Saib shall be divided in the following manner: the territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally; the territories of the Peishwa and Mahratta State will be delivered to the Peishwa and Mahratta State. Whatever territories or forts may further be conquered from Tippoo Saib shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated that the Peishwa shall have no claim to any territories or forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peishwa against Tippoo Saib. This Treaty being settled betwixt the English and the Peishwa, neither party shall deviate from it.

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XII. Settled and concluded on the 1st of Zelhidge, in the year 1197 of the Hegira (corresponding with the 28th of October in the year 1783 of the Christian era) under the signatures of Mr. David Anderson and Maha Rajah Subahdar Mahdoo Row Scindia.

Signed in the Mahratta language in the handwriting of Maha Rajah Subahdar Mahdoo Row Scindia. "Agreed to what is above written on the 1st of Zelhidge, in the year 1197 of the Hegira, at Gwalior."

(Signed) D. ANDERSON.

Gwalior, 28th October 1783.

(A true translation.)

(Signed) JAMES ANDERSON,
Assistant to the Embassy.

NO. XII.

TREATY of ALLIANCE between the COMPANY, the PEISHWA, and the NIZAM, against TIPPOO SULTAN, 1790.

Treaty of offensive and defensive alliance between the Honorable United English East India Company, the Peishwa Sewoy Mahdoo Row Narain Pundit Purdhan Behauder, and the Nabob Nazim Ally Khan Asof Jah Behauder, against Fuddy Ally Khan, known by the denomination of Tippoo Sultan, settled by Mr. Charles Warre Malet on the part of the said Honorable Company, with the said Pundit Purdhan, by virtue of the powers delegated to him by the Right Honorable Charles, Earl Cornwallis, K. G., Governor-General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies.

ARTICLE I.

The friendship subsisting between the States, agreeable to former Treaties, shall be increased by this.

ARTICLE II.

Tippoo Sultan having engagements with the contracting parties, has, notwithstanding, acted with infidelity to them all, for which

reason they have united in a league, that to the utmost of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future. PEJ
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ARTICLE III.

This undertaking being resolved on, it is agreed that on Mr. Malet's annunciation to Pundit Purdhan of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit Purdhan and Nabob Asof Jah, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains; and after that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE IV.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in like manner as settled with the Nabob Asof Jah.

ARTICLE V.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot 2,000 horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, 1,000 of the said cavalry may be detached thereon, 1,000 remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE VI.

From the time of the said battalions entering Pundit Purdhan's territories, an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander, to execute such service as may occur.

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ARTICLE VII.

If the Right Honorable the Governor-General should require a body of cavalry to join the English forces, Pundit Purdhan and the Nabob Asof Jah shall furnish, to the number of 10,000, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honorable Company, at the rate and on the conditions hereafter to be settled.

ARTICLE VIII.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party and distress the enemy.

ARTICLE IX.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, &c., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE X.

The underwritten Polygars and Zemindars being dependant on Pundit Purdhan and the Nabob Asof Jah, it is agreed that on their territories, forts, &c., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzeranah that shall be fixed on that occasion shall be equally divided amongst the allies: but in future Pundit Purdhan and the Nabob Asof Jah shall collect

from them the usual Kundnee and Peshcush which have been heretofore annually collected. And should the said Polygars and Zemindars act unfaithfully towards Pundit Purdhan or the Nabob, or prove refractory in the discharge of their Kundnee and Peshcush, the said Pundit Purdhan and Nabob are to be at liberty to treat them as may be judged proper. The Chief of Shahnoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think proper.

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List of the Polygars and Zemindars.

Chittledroog.	Keychungoondch.
Annagoondy.	Cunnaghwarry.
Harponnelly.	Kittoor.
Bellaree.	Hannoor.
Rodroog.	

The district of Abdul Hakeem Khan, the Chief of Shahnoor.

ARTICLE XI.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

ARTICLE XII.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

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ARTICLE XIII.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

ARTICLE XIV.

This Treaty, consisting of fourteen Articles, being this day settled and concluded by Mr. Malet, with the Peishwa Sewoy Madhoo Row Nar-rain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself, and Pundit Purdhan has delivered to Mr. Malet another copy in Mahratta and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan in seventy-five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

Poona, 1st June 1790.

(Signed) C. W. MALET,
President.

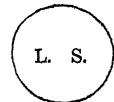


(True copy.)

(Signed) C. W. MALET.

Ratified by the Governor-General in Council, at Fort William in Bengal, the 5th day of July 1790.

(Signed) CORNWALLIS.
" CHARLES STUART.
" PETER SPEKE.



No. XIII.

TREATY with the PEISHWA, commonly called the TREATY of BASSEIN,
31st December 1802.

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Treaty of perpetual and general defensive alliance between the Honorable English East India Company and His Highness the Peishwa Babjee Roa Ragonath Roa Pundit Purdhan Behauder, his children, heirs, and successors, settled by Lieutenant-Colonel Barry Close, Resident at the Court of His Highness, by virtue of the powers delegated to him by His Excellency the Most Noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East India Company and His Highness Rao Pundit Purdhan Behauder, and have been confirmed at different periods by Treaties of amity and union, the powers aforesaid, advert- ing to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroach- ments of all or any enemies whatever.

ARTICLE I.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE II.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due represent-

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XIII. ation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness Rao Pundit Purdhan Behauder, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of general defence and protection, His Highness Rao Pundit Purdhan Behauder agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness' territories.

ARTICLE IV.

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pundit Purdhan Behauder hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.

ARTICLE V.

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well defended one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation

of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE VI.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lakhs of Rupees, His said Highness hath agreed to cede, by Article IV., lands estimated to yield annually the sum of twenty-six lakhs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE VII.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article IV., His Highness will immediately issue the necessary perwannahs or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by His Highness' officers subsequently to the date of the Treaty, and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE VIII.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their equipment of ordnance, stores, and provisions.

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ARTICLE IX.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the Commanding Officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependants in the manner of Moolkgeerre.

ARTICLE X.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Purdhan Behauder and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded; in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article IV.; and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickley, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other

mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article IV., in the same manner as stipulated in regard to the chout of Surat.

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ARTICLE XI.

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE XII.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XIII.

And whereas certain differences, referring to past transactions, are known to subsist between the Sircar of His Highness Rao Pundit Purdhan Behauder and the Sircar of His Highness the Nabob Asoph

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Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sircars, His Highness Rao Pundit Purdhan Behauder, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulation of the Treaty of Mahr; and His Highness Rao Pundit Purdhan Behauder further agrees, that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment of chout, the Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sircars of their Highnesses aforementioned; and His Highness Rao Pundit Purdhan Behauder further agrees, that in the event of any differences arising between his Government and that of His Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negotiations which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening, provided no such negotiation shall be carried on between any of the three parties without full communication thereof to each other.

ARTICLE XIV.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Rao Guickwar Behauder, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Purdhan Behauder affecting the

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XIII. active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE XVI.

Whenever war shall appear probable, His Highness Rao Pundit Purdhan Behauder engages to collect as many benjaries as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE XVII.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE XVIII.

Inasmuch as, by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pundit Purdhan Behauder, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

Sircars of the said Rajah, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Rajah Anund Rao Guickwar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Sircar of the Rajah aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

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ARTICLE XV.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhan Behauder engages, that with the reserve of two battalions of sepoy, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of sepoy with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops, and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their parts, in this case, to employ in

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						Brought forward	...	3,59,900	1,65,000
	Durumpoory	Choute	9,000	
	Surat ditto		42,100	
	Customs	...	...	...	...	...	...	83,000	

Between the Taptee and Nerbudda.

Oolpah	...	...	...	...	...	...	3,16,000		
Hansood	...	...	...	...	...	...	85,000		
Octisier	...	...	...	...	...	...	78,000		
Nunday	...	...	...	...	...	...	65,000		
Total south of the Taptee and between Taptee and Nerbudda ..							...	10,38,000	
Deduct 20 per cent. on account of decrease of revenue							...	2,07,600	
									8,30,400
Nahabundy of Chourassy and Chickley							...	20,000	
Phoolpoora	}	...	...	...	...	...	5,000		25,000
Coomarria									
Cattergom									
<p style="text-align: center;"><i>2nd.</i>—From the territories near the Toombuddrah:—</p>									
Savancore, 26 Talooks							...	10,22,838	
From Bankapoor							...	5,56,762	
									15,79,600
Grand Total							...	26,00,000	

Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Higeree 1217.

The Seal
of Pundit
Purdhan.

(The Peishwa's signature.)

(A true copy.)

(Signed) B. CLOSE.

Ratified by the Governor-General in Council on 11th February 1803.

ARTICLE XIX.

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It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of his said Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged at Bassein, the 31st of December, Anno Domini 1802, or the 5th of Ramzan, Anno Higeree 1217.

(Signed) B. CLOSE,
Resident at Poona.

The Seal of
Purdhan.

(The Peishwa's signature.)

(A true copy.)

(Signed) M. WILKS,
Private Secretary.

SCHEDULE of the Territories ceded in perpetuity by His Highness Badjee Rao Rogonath Pundit Purdhan Behauder to the Honorable English East India Company, agreeable to the Fourth Article of the annexed Treaty.

1st.—From the Province of Guzerat and territories south thereof:—

Dundooka, together with Chooia, Komapoor, and Gogo ...	1,05,000
Cambay, Choute and Nassoor	60,000

South of the Taptee.

Purnair	27,000
Bootseer	6,200
Banwanny	8,800
Balsur	85,000
Parchole	1,07,000
Soopa	51,000
Sarbaun	30,000
Wallow	30,000
Bamdoo Kusba	7,900
Waunsda Choute	7,000
Carried over ...	3,59,900
	1,65,000

SUPPLEMENTAL to the TREATY of BASSEIN, 1803.

THE
PEISHWA
No. XII

A Treaty, consisting of 19 Articles, was concluded at Bassein between the Honorable English East India Company Behaudee and His Highness the Peishwa Budgee Rao Rogonath Pundit Purdhan Behaudee. The following Articles of Engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honorable Company, and Anund Rao Vakeel, on the part of the said Rao Pundit Purdhan Behaudee, under full power and authority granted to them respectively for the purpose.

ARTICLE I.

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Save-nore, and Talook of Bancapoor, in the Carnatic, yielding an annual revenue of 16 lakhs of Rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behaudee.

ARTICLE II.

That of the territory ceded in perpetuity to the English East India Company by the Treaty of Bassein, the Pergunnah of Oolpah in Guzerat, yielding a revenue annually of three lakhs and sixteen thousand Rupees, shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behaudee, in order that it may be restored to Nursing Khundy Row, who has served the Sircar with fidelity and attachment.

ARTICLE III.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE IV.

In the fifteenth Article of the Treaty of Bassein it is stipulated that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhan Behaudee, and in addition thereto such further force as the Sircar of the said Rao Pundit Purdhan Behaudee should

E. WA. III. be able to bring into the field. This stipulation is now annulled, and, in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and in addition thereto such further force as the said Rao Pundit Purdhan Behauder shall be able to bring into the field.

ARTICLE V.

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government; of which five thousand horse, two thousand shall serve with His Highness the Peishwa, and the remaining three thousand with the British army in the field; and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the Chieftains Bapoojee, Gunneis Punt Goklah, and Seedojee Row Nimalun, which troops shall continue to be subsisted at the charge of Rao Pundit Purdhan Behauder.

ARTICLE VI.

By the first and second Articles of this Agreement, territory yielding an annual revenue of 19,16,000 Rupees is restored to the Sircar of Rao Pundit Purdhan Behauder; in lieu thereof and for the purposes hereafter mentioned, the said Rao Pundit Purdhan Behauder agrees and stipulates to cede in perpetuity to the Honorable English East India Company, from the Province of Bundelcund, conquered for the Poona State by Ali Behauder, territory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to the following detail :

1. In lieu of the country of Savenore, and Talooks of Buncapoor, in the Carnatic, and the Pergunnah of Oolpah, in Guzerat, a tract of territory, yielding an annual revenue of 19,16,000 Rupees.

2. On account of the stated high value of Oolpah, a tract of territory yielding an annual revenue of 50,000 Rupees, in excess for that Pergunnah.

3. To bear the entire expense of the regiment of cavalry mentioned in Article III., a tract of territory yielding an annual revenue of 7,50,000 Rupees.

4. To serve as an equivalent for the expense to be incurred by the British Government in paying and maintaining, during the present war, the 5,000 cavalry mentioned in Article V., a tract of territory yielding an annual revenue of 5,00,000 Rupees; and lastly, a tract of territory yielding an annual revenue of 4,00,000 Rupees, to meet the extraordinary expense which the British Government must be subject to in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels who must be subdued and punished. Total ceded from Bundelcund, 36,16,000 Rupees.

ARTICLE VII.

The whole of the foregoing territory, ceded as above from Bundelcund to the Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

ARTICLE VIII.

Inasmuch as the Pergunnah of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the City of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Pergunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the convenience of the said City, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And inasmuch as the sovereignty of the River Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpah shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpah territory, connecting with the said River Taptee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803, or the 1st Ramzan, Anno Higeree 1218.

Ratified by the Governor-General in Council, the 7th January 1804.

No. XIV.

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PARTITION TREATY of POONA with HIS HIGHNESS the PEISHWA, 1804.

Treaty for the settlement of general peace in Hindostan and the Deccan, and for the confirmation of the friendship subsisting between the Honorable English East India Company and its allies, His Highness the Soubahdar of the Deccan, and His Highness Rao Pundit Purdhan Peishwa Behauder, settled between the said Honorable Company and the said allies by Lieutenant-Colonel Barry Close, Resident at the Court of His Highness the Peishwa, in virtue of the powers delegated to him by His Excellency the Most Noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Majesty's Most Honorable Privy Council, Governor-General in Council of all the British possessions, and Captain-General of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Row Scindia at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Row Scindia, to the Honorable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies:—

ARTICLE I.

The Province of Cuttack, including the Port and District of Balasore, and all cessions, of every description, made by the 2nd Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honorable English East India Company.

ARTICLE II.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah to the westward of the River Wurdah, ceded by the 3rd Article of the Treaty of Deogaum, and the territory

situated to the southward of the hills on which are the forts of Nernullah and Gawilghur, and to the westward of the River Wurdah, ^{PE}/_{Nc} stated by the 4th Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the 5th Article of the said Treaty of Deogaum.

ARTICLE III.

All the forts, territories, and rights of Maharajah Dowlut Row Scindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Rana of Gohud, ceded by the 2nd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE IV.

The Fort of Baroach and territory depending thereon, ceded by the 3rd Article of the Treaty of Surje Anjengaum shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE V.

The Fort and City of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the 3rd Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE VI.

All the territories which belonged to Maharajah Dowlut Row Scindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the Fort and District of Jalnapore, the Town and District of Gandapore, and all other districts between that range of hills and the River Godavery, ceded by the 4th Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

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ARTICLE VII.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the 9th Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE VIII.

This Treaty, consisting of eight Articles, being this day, the 14th of May 1804 A. D., corresponding with the 3rd of Suffer, 1219 A. H., settled and concluded at Poona, by Lieutenant-Colonel Barry Close, Resident with His Highness the Peishwa, Lieutenant-Colonel Close has delivered to His said Highness a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Lieutenant-Colonel Barry Close, and His Highness the Peishwa has delivered to the said Lieutenant-Colonel Close another copy, also in Persian, Mahratta, and English, bearing His Highness' seal, and Lieutenant-Colonel Close aforesaid has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on his Highness, and the copy of it now delivered to His said Highness shall be returned.

Ratified by the Governor-General in Council on 4th June 1804.

No. XV.

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TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS BAJEE RAO RUGHONATH RAO PUNDIT PURDHAN, his Heirs and Successors, concluded at POONA, on the 13th of June, by the Honorable M. ELPHINSTONE on the part of the HONORABLE COMPANY, and by MORO DIXIT and BALLAJEE LUCHMUN on the part of the RAO PUNDIT PURDHAN, by virtue of full powers from their respective Governments.

Whereas a Treaty of general defensive alliance, consisting of nineteen Articles, was concluded at Bassein between the Honorable East India Company and His Highness Rao Pundit Purdhan Behauder ; and whereas seven Articles of Agreement, supplemental to the said Treaty, were agreed on at Poona between the same powers ; and whereas certain disputes have since arisen which it is the desire of both parties to remove ; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States :—

ARTICLE I.

Whereas Trimbeckjee Dainglia, by the murder of Gungadhur Shastry, the public Minister of the Guickwar State, rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honorable East India Company's Government and of that of His Highness Rao Pundit Purdhan Behauder to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities ; and whereas Trimbeckjee Dainglia has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhan Behauder solemnly engages never to afford to the said Trimbeckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company ; and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain as hostages in the hands of the Honorable Company's Government ; His Highness Rao Pundit Purdhan Behauder also engages severely to punish all who participated in the said Trimbeckjee's rebellion, and who have not surrendered themselves according to His Highness' proclamation.

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ARTICLE II.

All Articles of the Treaty of Bassein, and of the Supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE III.

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages to dismiss all Europeans, Natives of States at war with great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government.

ARTICLE IV.

By the (17th) seventeenth Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engaged neither to commence nor pursue in future any negotiations with any power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East India Company's Government; in order to the more effectual fulfilment of this Article, His Highness Rao Pundit Purdhan Behauder hereby engages neither to maintain Vakeels or other Agents at the Court of any power whatever, nor to permit the residence of Vakeels or other Agents from any power whatever at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court; and His Highness Rao Pundit Purdhan Behauder hereby for himself, and for his heirs and successors, recognizes the dissolution in form and substance of the Mahratta confederacy, and renounces all connexion whatever with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Purdhan Behauder may possess over any Chiefs of the Mahratta State between the Rivers Nerbudda and Toombuddra, and to the west of the western frontier of His Highness the Nizam's Dominions,

who are now in obedience to His Highness Rao Pundit Purdhan Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the Government of Sawunt Warree, and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before-mentioned.

ARTICLE V.

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Purdhan Behauder, as executive head of the Mahratta Empire, or from any other cause; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Government of the Rajah above-mentioned, which His Highness Rao Pundit Purdhan Behauder agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times; but His Highness Rao Pundit Purdhan Behauder now consents, that in the event of the payment of the annual sum of four lakhs of Rupees by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder. In case His Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force and binding on both parties, but His Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder.

ARTICLE VI.

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, to

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join and act with the British subsidiary force, and in addition thereto, His Highness agrees to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled; and in lieu thereof it is agreed that His Highness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry, and three thousand infantry, and the provision of a due proportion of ordnance and military stores; on the fulfilment of which engagement the British Government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Purdhan Behauder shall still be bound as formerly to co-operate in the war with such a force as he may be able to bring into the field; the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

ARTICLE VII.

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Purdhan Behauder hereby assigns, and cedes in perpetuity, to the Honorable Company all the territories and rights detailed in the schedule annexed to this Treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enumerated in the said schedule, and all connexion with the Chiefs and Boomeas of those countries.

ARTICLE VIII.

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line a good and well defined one, agrees that such exchange of talooks and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the (7th) seventh Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and their officers.

ARTICLE IX.

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His Highness Rao Pundit Purdhan Behauder will immediately issue the necessary purwannahs, or orders to His Highness' Officers, to deliver over charge of the districts ceded by Article seventh to the Officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness' Officers, subsequently to the commencement of the Hindoo year (answering to the 5th of June 1817 A. D.), shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE X.

All forts situated within the districts ceded as aforesaid, shall be delivered to the Officers of the Honorable Company, with the said districts, and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

ARTICLE XI.

It is further agreed that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops, as may be requisite, to be employed in quelling the same within the said districts.

ARTICLE XII.

His Highness Rao Pundit Purdhan Behauder on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2,000) yards of the fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhan Behauder engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force; and although by the spirit of the Treaty of Bassein the British Government is already entitled to send such troops into His Highness' territories as

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^{XV.} may appear requisite for the fulfilment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pundit Purdhan Behauder further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

ARTICLE XIII.

His Highness Rao Pundit Purdhan Behauder hereby cedes to the Honorable East India Company all his rights, interests, or pretensions feudal, territorial, or pecuniary, in the Province of Bundelcund, including Saugor, Jansi, and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

ARTICLE XIV.

His Highness Rao Pundit Purdhan Behauder for himself, and for his heirs and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Serje Anjengaum, and generally all rights and pretensions of every denomination which he may possess in the country to the north of the River Nerbudda, excepting those which he possesses in the Province of Guzerat; and engages never more to interfere in the affairs of Hindostan.

ARTICLE XV.

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the City and Province of Ahmedabad, including the tribute of Kattiwar, to Bhugwunt Rao Guickwar, at the rate of four lakhs and a half of Rupees per annum, and granted a Sunnud to that effect under date the twenty-seventh Jemadee-ul-Akhir (1205) one thousand two hundred and five. The tribute of Kattiwar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to His Highness Rajah Anund Rao Guickwar Behauder, and to his heirs and successors,

on the same terms as those contained in the above-mentioned Sunnud, dated the twenty-seventh of Jumadec-ul-Akhir, A. H., one thousand two hundred and five (1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th), and fifteenth (15th) Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the City and Province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purdhan Behauder has already been subjected by his renunciation of all future claims on His Highness Rajah Anund Rao Guickwar Behauder, and by his accepting an annual payment of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kattiwar.

ARTICLE XVI.

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern jaghiredars, were presented by the Resident at Poona to His Highness Rao Pundit Purdhan Behauder, on the 6th of July, one thousand eight hundred and twelve (1812) A. D., to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those Articles are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen regarding the muster of the troops of the said jaghiredars, and the manners and periods of their service, His Highness Rao Pundit Purdhan Behauder hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the jaghiredars without full concert with the British Government; His Highness hereby agrees to restore to the said jaghiredars any of the lands included in their Sunnuds which may now be in His Highness' possession; and in consideration of the recommendation of the British Government His Highness hereby consents to restore to Madhoo Rao Rastia the jaghire formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaghire as formerly, under the guarantee of the British Government.

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ARTICLE XVII.

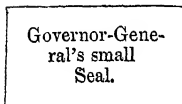
The fort and territory of Mailghaut having been taken possession of by the troops of His Highness Rao Pundit Purdhan Behauder without concert with the British Government, and His Highness' occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Purdhan Behauder engages to withdraw his troops from Mailghaut, and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE XVIII.

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona by the Honorable M. Elphinstone, Moro Dixit and Ballajee Luchmun, Mr. Elphinstone has delivered to His Highness the Peishwa a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Honorable M. Elphinstone, and His Highness the Peishwa has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian, and Mahratta, bearing His Highness' seal, and the Honorable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble Francis Marquis Hastings, κ. G., Governor-General, &c., &c., in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete, and binding on the Honorable East India Company and on His Highness the Peishwa, and the copy now delivered to His said Highness shall be returned.



(Peishwa's Signature.)



(Signed)

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HASTINGS,
N. B. EDMONSTONE.
A. SETON.
G. DOWDESWELL.

Ratified by the Governor-General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William ^{PEI}/_{NC} in Bengal.

(Signed) J. ADAM,
Acting Chief Secretary to Government.

SCHEDULE of the Lands and Revenues ceded in perpetuity by His Highness Rao Pundit Purdhan Behauder to the Honorable East India Company, by virtue of the seventh Article of the annexed Treaty, amounting to thirty-four lakhs of Rupees, lands and revenues, to be made over immediately.

The Districts of Bailapoor, Autgong and Culleau, and all the territories possessed by His Highness Rao Pundit Purdhan Behauder situated to the north of those districts as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar and the annual payment due by the Guickwar.

The tribute of Kattiwar estimated, after deducting the expense of collections, at four lakhs of Rupees.

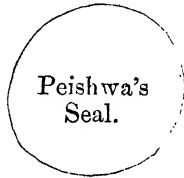
The territories of Darwar and Koosigul.

The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertained and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lakhs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic in such situations as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line.

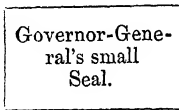
Whatever collections may have been made by the Officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the Officers of the Honorable East India Company, agreeably to the ninth Article of the Treaty.

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XV.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's Government, within the period of five days.



(Peishwa's Signature.)



(Signed) HASTINGS.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

By the Governor-General in Council, this 5th day of July 1817.

(Signed) J. ADAM,

Acting Chief Secretary to Government.

Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July 1812, and accepted by His Highness on the 7th.

First.—His Highness the Peishwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

Second.—The jaghiredars to retain possession of their serinjaunmy lands as long as they serve His Highness the Peishwa with fidelity.

Third.—All lands and revenues which have been usurped, *i. e.*, enjoyed without Sunnuds, by the jaghiredars, to be restored to His Highness the Peishwa.

Fourth.—The jaghiredars to serve His Highness the Peishwa according to their Tynaut Zaubitas, and to attend with their contingents when summoned by His Highness. The Peishwa will not give any promise to the jaghiredars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit, but he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them according

No. XVI.

PROPOSITIONS TO BAJEE RAO.

Dated 1st June 1818.

First.—That he shall resign for himself and successors all right, title, and claim over the Government of Poona or to any sovereign power whatever.

Second.—That Bajee Rao shall immediately come with his family and a small number of his adherents and attendants to the camp of Brigadier-General Malcolm, where he shall be received with honor and respect, and escorted safe to the city of Benares, or any other sacred place in Hindostan, that the Governor-General may, at his request, fix for his residence.

Third.—On account of the peace of the Deccan, and the advanced state of the season, Bajee Rao must proceed to Hindostan without one day's delay, but Brigadier-General Malcolm engages that any part of his family that may be left behind shall be sent to him as early as possible, and every facility given to render their journey speedy and convenient.

Fourth.—That Bajee Rao shall, on his voluntarily agreeing to this arrangement, receive a liberal pension from the Company's Government for the support of himself and family. The amount of his pension will be fixed by the Governor-General. Brigadier-General Malcolm takes upon himself to engage that it shall not be less than eight lakhs of Rupees per annum.

Fifth.—If Bajee Rao, by a complete and ready fulfilment of this Agreement, shows that he reposes entire confidence in the British Government, his requests in favor of principal jaghiredars and old adherents, who have been ruined by their attachment to him, will meet with liberal attention; his representations also in favor of Brahmins of venerable character, and of religious establishments founded or supported by his family, will be treated with regard.

Sixth.—The above propositions must not only be accepted by Bajee Rao, but he must personally come into Brigadier-General Malcolm's camp within twenty-four hours of this period, or else hostilities will be recommenced, and no further negotiation will be entered into with him.

(True copy.)

(Signed) A. MACDONALD,

Assistant.

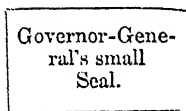
to the ancient usage by the advice of the British Government when their services are not required. His Highness also engages $\frac{1}{\text{PEI}} \frac{1}{\text{No}}$ to treat the jaghiredars with the consideration to which they are entitled by former practice.

Fifth.—The British Government charges itself with the fulfilment of the conditions contained in the four Articles above written. If the jaghiredars shall not accept them, the English Government will enforce them by fair means or by force if necessary, and if they should finally reject them, the British Government will unite with the Peishwa in resuming their lands for His Highness. Should the jaghiredars give their consent to these Engagements at present, but hereafter refuse to comply with them, the British Government will join with the Peishwa in punishing them.

Sixth.—The Peishwa's Government will not depart from any of the Engagements into which the British Government may enter in conformity to the preceding Articles, nor is any other authority to interfere with the British Government in the present negotiation.



(Peishwa's Signature.)



(Signed)

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HASTINGS.

N. B. EDMONSTONE.

A. SETON.

G. DOWDESWELL.

By the Governor-General in Council, the 5th day of July 1817.

(Signed) J. ADAMS,

Acting Chief Secretary to Government.

PART II.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

NAGPORE.

THE early history of the Nagpore family is somewhat obscure, but its importance in Indian history may be said to date from Raghojee, who, as a leader of predatory expeditions, had, at the time of his death in 1755, established the Mahratta supremacy over the country between the Nerbudda and the Godavery, from the Adjuntah hills eastward to the sea. Raghojee left four sons, Janojee, Sabajee, Madhojee, and Beembajee, and was succeeded by Janojee, the eldest, who died in 1772, after having, with the concurrence of the Peishwa, adopted his nephew Raghojee, son of Madhojee, as his heir. The Government, however, was, on Janojee's death, seized by Sabajee, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghojee, a minor, under the regency of Madhojee.

Advances had been made by the Bengal Government during the reign of Janojee with a view to obtain Cuttack, but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhojee. In 1779 Madhojee sent a force to invade Bengal in pursuance of a confederacy between the Mahrattas, the Nizam, and Hyder Ali, for the overthrow of the British power. Madhojee was at heart friendly to the British Government, and being disgusted at the refusal of the

ORE. Peishwa to admit his claims to Gurrah Mundla, he undertook this expedition with much reluctance. The British Government who had dispatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Hyder Ali, found therefore little difficulty in concluding a Treaty (No. XVII.) on 6th April 1781, by which the army of Madhojee was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Hyder Ali.

On the death of Madhojee in 1788, the uncontrolled power devolved on Raghojee, who was then twenty-eight years of age. When the triple alliance was formed between the British Government, the Nizam, and the Peishwa, for the overthrow of Tippoo Sultan, negotiations were opened with a view to include Raghojee in the confederacy, but Seringapatam fell before they were brought to a close. Raghojee was too jealous of the increased ascendancy acquired by the British Government on the fall of Tippoo, to be induced to enter into an alliance to check the growing power of Scindia. He even exerted his influence, although without success, to put a stop to the contest between Scindia and Holkar with a view to a union against the English; and after the Treaty of Bassein he joined Scindia in the war which was begun to defeat the objects of that Treaty. The power of Scindia and Raghojee in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghojee was completed by the fall of Gawilghur, and, on 17th December 1803, he signed the Treaty of Deogaum (No. XVIII.) By this Treaty the Rajah was stripped of the Province of Cuttack and of the country to the west of the Wurda and south of the Nernulla and Gawilgurh hills. This Treaty was confirmed by the Treaty of 1804 with the Peishwa. Its effect was to reduce the revenues of the Berar State from about one crore of Rupees to sixty lakhs.

In 1806 the territory of Sumbulpore and Patna was restored (No. XIX.) to the Rajah gratuitously, in consideration of the great loss to which the Rajah had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Rajah steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsidize a British force.

Raghojee died in 1816, and was succeeded by his only son Pursojee. This Prince being incapacitated for Government by a complication

of diseases, a regency was formed under Madhojee Bhonsla, better known as Appa Sahib, Pursojee's cousin. Appa Sahib, however, was by no means secure in power, and to strengthen himself he negotiated a Treaty (No. XX.) with the British Government in May 1816, by which the Rajah agreed to subsidize a British force, costing Rupees 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipments of guns and warlike stores. NA

In 1817 Pursojee died suddenly, having been murdered, as was afterwards discovered, by Appa Sahib. Soon after his accession, Appa Sahib made common cause with the Peishwa, who was then inciting all the Mahrattas to unite against the English. He fell upon the Residency with an overwhelming force, but was gallantly repulsed, and compelled on 6th January 1818 to sign a Provisional Agreement (No. XXI.), ceding lands in lieu of the subsidy and contingent, and engaging that the Government of the country should be conducted according to the advice of the Resident. Appa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpore, he fled to Hindostan in February 1819. He died at Jodhpore in 1840.

On the deposition of Appa Sahib, a grandson of Raghojee by his daughter was placed in power on 26th June 1818. He assumed the name of Raghojee in honor of his grandfather. During the minority of the new Rajah, the Nagpore territory was under the management of the Resident, acting in the name of the Rajah. In 1826, when the Rajah attained his majority and was entrusted with the administration, a Treaty (No. XXII.) was made with him, by which he ceded for ever territories to pay the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he was bound to maintain, and which were thenceforth to be under control of the British Government. The Rajah also bound himself to maintain good government under control of the Resident. The provisions of this Treaty however were acknowledged to press heavily on the Rajah's resources, and to be inconsistent with the declared wish and resolution of Government to restore the Bhonsla family to the rank and station of one of the substantive powers of India. In 1829 therefore the Treaty was modified (No. XXIII.), the assigned districts were restored

ORE. to Nagpore, a subsidy of eight lakhs a year was taken instead, the auxiliary force was disbanded, and the Rajah was required to keep up a national force of his own sufficient to preserve the internal tranquillity of the country. The Rajah was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Rajah, in 1830, the 6th Article of the Treaty of 1826, the utility of retaining which was not very apparent, was cancelled.

Raghojee retained the administration of affairs till the day of his death, 11th December 1853. He died without a son, without any heir whatever, and without any adopted child, and it was determined to incorporate with the British Territories the Nagpore State, which had in 1818 been forfeited by the treachery and hostility of Appa Sahib, had been declared to belong to the British Government by right of conquest, had been conferred by free gift on Raghojee, his heirs and successors by the Treaty of 1826, and had now lapsed to the British Government by default of heirs.

In 1855 the surviving widows of the late Rajah adopted as their son and heir, Janojee Bhonsla, a collateral relation of the Rajah in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Rajah Bahadoor of Deor, and the lands of Deor, in the District of Sattara, were conferred in perpetuity on Janojee and his heirs, whether by blood or by adoption. The family receive pensions amounting at present to Rupees 2,33,000 a year.

By Article 2 of the Treaty of 1826, the Engagements formed with the Gond and other tributary chiefs and zemindars by British Officers in the Rajah's name were guaranteed. The zemindars with whom written Engagements (No. XXIV.) were contracted were those of Chutesgurh, Chanda, and Deogurh or Chindwara. The Chutesgurh zemindars, including the Rajah of Bustar, with whom a separate Treaty (No. XXV.) had been concluded, and the Rajahs of Kharonde and Kakair, were twenty-seven in number, and paid an annual tribute of Rupees 1,28,032. In Chanda there were eighteen petty Gond zemindars, paying altogether a tribute of only Rupees 420. The Gond zemindars of Deogurh were fourteen in number, who usually paid only a trifling quit-rent. Besides these there were thirty-two zemindars in the Wyne Gunga districts, who paid a total tribute of Rupees 1,41,594, but with whom no written Engagements were formed.

ORE. assist the Rajah in the above-mentioned expedition, and having
 VII. reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there.

3rd.—That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor-General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General, when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled.

4th.—That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor-General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhsilah and the English that no infraction or injury can ever by any means happen to them.

*Account of the monthly expense of the Troops to be sent along with
 Colonel Pearse.*

Two thousand sowars or horse, at 50,000 Rupees per month for each 1,000, making altogether 1 lakh of Rupees per month.

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign.

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received their dismissal from the Commander of the English troops, they shall return to their own country, their pay shall be continued according to the number of munitils or days' journeys which they may be from the place of their dismission to the city of Cuttack.

The Nagpore territory and the Saugor and Nerbudda territory ^{NAG} have been formed into a separate administration under a Chief Commissioner, to which have been added Sumbulpore and its dependencies. _{No.} The territories under the jurisdiction of the Chief Commissioner are now known as the Central Provinces.

The Principal Chiefs in the Central Provinces are the Rajahs of Bustar, Kharond, and Mukrai, to all of whom the right of adoption has been conceded (No. XXVI). The Rajah of Bustar pays an annual tribute of Rupees 4,000. The Kharond Chief pays Rupees 4,500. The revenues of Bustar and Kharond are respectively Rupees 25,870 and Rupees 29,878, and the population about 80,000 in each State.

No. XVII.

TREATY with the RAJAH of BERAR in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit.

1st.—That Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hyder Naig; that the Officer commanding them shall act under the order of the said Colonel, or the Officer who shall command the Bengal troops in the Carnatic; and that they shall receive from the Officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay.

2nd.—That the army of Rajah Syna Bahadur will immediately leave Orissa, and march in an expedition against Gurrah Mundelah; let the Governor-General and Council of the English, from a regard to the friendship which subsists betwixt the family of Bhosilah and the English, give orders that an English Officer with a body of the troops, now stationed in Hindostan, may march from that quarter to

NO. XVIII.

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TREATY of Peace between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by Major-General WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA; who have each communicated to the other their full powers.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other.

ARTICLE 2.

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore.

ARTICLE 3.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah.

ARTICLE 4.

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan, shall be formed to the west by the River Wurdah from its issue from the Injardy Hills to its junction with the Godavery.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the River Wurdah, is to belong to the British Government and their Allies.

ARTICLE 5.

Districts amounting to four lakhs of Rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed

RE. upon by Major-General Wellesley and delivered over to Senah Saheb
III. Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhaun, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah, who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be

* *Vide* Treaties with Cuttack Tributary Mehals, Vol. I., page 184. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

confirmed. Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council. NAC
Nc

ARTICLE 11.

Senah Saheb Soubah hereby renounces for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue.

ARTICLE 12.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time; and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fazali.

Ratified by the Governor-General and Council on the 9th January 1804.

 No. XIX.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOJEE BHOOSLAH SAINA SAHEB SOOBAN BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghojee Bhooslah, the Honorable Sir George Hilario Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghojee Bhooslah all the territory

RE. of Sumbulpore and Patna which was ceded by the Maharajah to the
 X. Honorable English Company, with the exception of the territory of
 Rajah Joojar Sing, according to the following Schedule. The British
 Government hereby renounces all future claim whatsoever to the
 undermentioned Pergunnahs, and the Maharajah shall possess the
 same degree of sovereignty over them as he possesses over the rest of
 his dominions.

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.
 Sonepoor.
 Saurungurh.
 Burgurh.
 Suktee.
 Serakole.
 Benvia.
 Bonee.
 Kautikpoor.

NAMES OF PERGUNNAHS OF PATNA.

Patna.
 Khauss Patna.
 Nawagurh.
 Ghureeland.
 Tonageer.
 Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the

purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government, make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

No. XX.

TREATY of perpetual defensive alliance between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the Right Honorable FRANCIS, EARL of MOIRA, K. G., one of His Britannic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity,

and to the security of their rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility

or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa Rao Pundit Purdhaun, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4.

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoy which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government, and with liberty to move in any direction necessary through His Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoy, which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness's treasury at Nagpore, according to the two

^{RE.}
^{X.} under-mentioned equal and half-yearly instalments, punctually and without demur or hesitation, the annual sum of seven lakhs and fifty thousand Nagpore Rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding Article.

The following are the instalments :—

1st December	...	...	...	...	3,75,000
1st June	...	...	...	...	3,75,000
					<u>Rupees 7,50,000</u>

ARTICLE 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhooslah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness will without hesitation agree to cede, territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood that the British Government claims no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7.

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8.

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His

Highness' territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility or aggression against their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth of justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the

PRE. Maharajah's children, relations, dependents, subjects, or servants, with
X. respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies, and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores; which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding the British subsidiary force. In the same manner, in the event of any part of the forces of the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness' territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is, moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support, and that on all necessary occasions, he will be ready to assist the British Government with the whole of his forces.

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness' Court on all points connected with the due support and equipment of the force consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the

pay and good quality of the accoutrements, horses, arms, &c., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally, either by the Resident or by the Officer commanding the subsidiary force.

ARTICLE 13.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person shall never be less than one battalion of sepoys.

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness' family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has