







REPORT

ON THE

ADMINISTRATION

OF THE

COSTA RICA AND JYNTRAD HILL TERRITORY.

W. J. ALLEN, Rector

1885  
SOCIETY

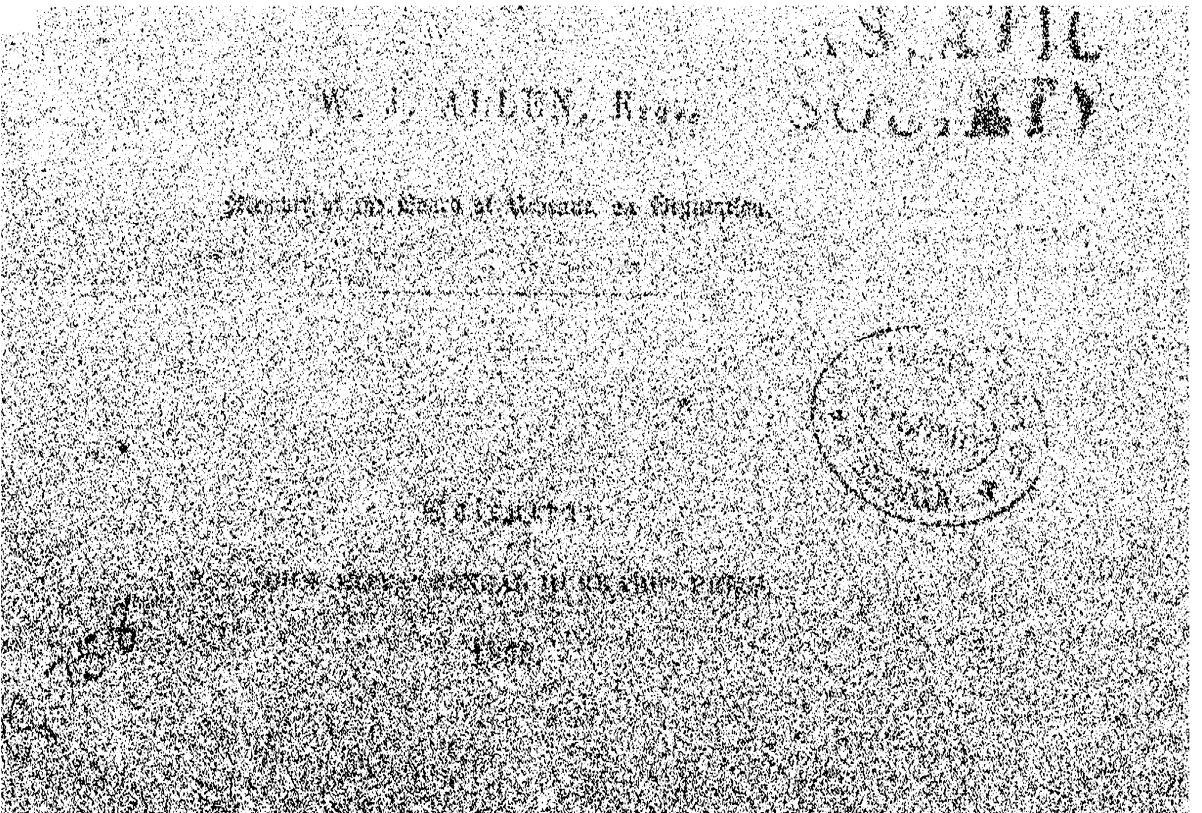
Secretary of the Board of Trustees of the University



UNIVERSITY

OF THE STATE OF CALIFORNIA

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COSSYAH AND JYNTEAH HILL TERRITORY.

BY

W. J. ALLEN, Esq.,

Member of the Board of Revenue, on Deputation.

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1858.



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ON THE  
ADMINISTRATION  
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COSSYAH AND JYNTEAH HILL TERRITORY.

No. 917.

FROM

W. J. ALLEN, ESQUIRE,  
*Member of the Board of Revenue, on Deputation,*

TO

A. R. YOUNG, ESQUIRE,  
*Secretary to the Government of Bengal,*

FORT WILLIAM.

*Dated Cherra Poonjee, the 11th October 1858.*

SIR,

I HAVE the honor to report the result of the inquiries which I have made with reference to the Orders of Government, No. 116, of the 19th of January 1857, into the existing method of administering the Civil, Criminal, Revenue, and General Affairs of the Cossyah and Jynteah Hill Territory.

2. Mr. Mills visited Cherra Poonjee in August 1853, and his Report on that district contains a full and complete representation of the state of affairs in these Hills at that period; it seems necessary, therefore, to notice now only what may have occurred since then, to explain what measures have been adopted subsequent to 1853 for the improvement of the administration of public affairs, and to show what has been the practical effect of those measures.

3. The Civil functions of the Political Agent in the Cossyah Hills, and the Command of the Sylhet Light Infantry Battalion, which had been jointly held by Lieutenant-Colonel Lister since February 1835, were separated from each other by Orders\* of the Most Noble the Governor of Bengal, dated the 11th of March 1854, and the General, Civil and Political Administration of the Cossyah and Jynteah Hill Territory was transferred to an Assistant attached to the Assam Commission, who was placed "precisely on the same footing as the "other Principal Assistants in the Province of Assam."

\* No. 525.

4. Mr. C. K. Hudson, Junior Assistant Commissioner, was deputed by the Commissioner to Cherra Poonjee, as an Officiating Principal Assistant Commissioner, and took charge of the district on the 10th of April 1854, from Lieutenant G. N. Cave, who was officiating as Political Agent during the absence of Lieutenant-Colonel Lister, who had proceeded to England on sick leave.



5. It appears that the Commissioner of Assam gave no instructions whatever to Mr. C. K. Hudson, in regard to the manner in which his duties were to be conducted ; but being an Officer of the Assam Commission, Mr. Hudson very naturally and properly considered himself bound, in his official proceedings, to follow, as much as possible, the rules, orders and practice of the Assam Courts. No Public Notification, however, has been published, either by the Government or the Local Authorities, regarding the transfer of this district to the jurisdiction of the Commissioner of Assam, and the public has never been officially informed what laws, rules and regulations are in force in this Hill Territory.

6. Before proceeding to make any general remarks upon the state of affairs in these Hills, I purpose to notice the allegations and accusations contained in the Memorials and Correspondence referred to in the 2nd para. of the Government Orders, and shall endeavour to show what the facts really are which have been represented in such different lights by the contending parties. Messrs. Coleman, Haddan and Brownlow, and certain Calcutta Merchants, wish to make out, that Mr. H. Inglis is a lawless oppressor and a monopolist, who upholds and carries on his nefarious commercial speculations by fraud and violence, whilst Mr. Inglis stigmatizes his opponents and accusers as a noisy knot of unprincipled and reckless adventurers, who are endeavouring to encroach upon and ruin his long-established and legitimate trade in these Hills, by tampering with the Hill people, with whom he has commercial dealings, and by exciting them by false and delusive promises to repudiate their lawful engagements with him.

7. When I arrived at Cherra Poonjee at the end of March 1857, I sent, from the Offices of the Principal Assistant Commissioner at Cherra Poonjee and the Magistrate of Sylhet, for all the cases in which Mr. Inglis and his opponents had been concerned, and soon afterwards Messrs. Coleman, Haddan, Halford Brownlow and other Gentlemen came to Cherra Poonjee to make known their grievances personally to me. I have received from the Sylhet Magistrate 21 cases, and from the Cherra Court 36 cases, all of which I have very attentively examined and considered. The gravest of the charges and complaints made against Mr. H. Inglis and the persons supposed to be his dependents and partisans, are those of Messrs. Coleman, Haddan and Brownlow. I shall, therefore, proceed to report upon them first.

8. I found that, although the offences charged by these three Gentlemen had been committed in the Cherra jurisdiction, no legal proceedings had been taken by them in the Cherra Court ; complaints had been made to the Magistrate of Sylhet, and certain inquiries had been instituted into them by that Officer, but no final orders had been passed. It appears that when these cases were first reported, both the Principal Assistant Commissioner and the Sylhet Magistrate entertained doubts as to whether the place where the offences had been committed, was in the Sylhet or the

Hill district; this question might have been easily and immediately settled by either of the district Officers, but no decision thereon was given by either of them for more than five months. From inquiries which I have made there can be no doubt, in my opinion, that the Cherra Court had jurisdiction in these cases.

9. When I asked Messrs. Coleman, Haddan and Halford Brownlow, why they had not prosecuted their charges in the usual manner in the Cherra Court, they replied that they felt no confidence in that Court, because it was under the influence of Mr. H. Inglis, and they moreover stated that they did not dare to enter the Hill Territory again till they were guaranteed personal protection against Mr. Inglis and his servants. I pointed out to them, that it was not too late to proceed with their cases in the Cherra Court; but they declined doing so, and stated that the inquiries made by the Magistrate of Sylhet clearly proved their charges, and that they were willing to rest their cases on those proceedings. They added that their witnesses were not then at hand, and that they could not afford the expense and trouble of another prosecution. They furthermore represented, that their present object was not so much to procure the punishment of the offenders, as to demonstrate and prove to the Government how great were the difficulties and dangers that beset Merchants and Traders who sought to establish commercial intercourse with these Hill people, owing to the baneful influence and illegal and violent proceedings of Mr. Henry Inglis.

10. When the matter took this turn, I forwarded all the papers of these cases to the Principal Assistant Commissioner, and instructed him to allow Mr. Inglis and all the other parties accused, to inspect the records, and to submit any defence or explanation they might desire to offer in regard to the statements that had been made against them. I also directed the Principal Assistant Commissioner to take any evidence that they might be able to bring forward to rebut these grave charges.

11. These orders have been carefully carried out by the Principal Assistant Commissioner, and the cases are now complete enough to enable me to form an opinion in regard to their merits.

12. The facts of Mr. Coleman's case, as they appeared in evidence, are as follows.

13. Mr. Coleman left Sylhet on the evening of the 6th of October 1856 to proceed to Cheyla Poonjee, with the view of trading with the Cosyahs of that district; he seems to have been attended by a Moonshee, about 25 or 30 men, said to be coolies, and three or four personal servants. He arrived at Kuppreya Bazaar, in the Cheyla district, on Wednesday, the 8th of October 1856, and took up his quarters in a tent which had been

pitched not far from the place where the Bazaar is held. In the afternoon of the following day, the Wahadadars, Bur Doloye, Berrajan, and a large number of Cheyla Cossyachs, came round the tent in a tumultuous and disrespectful manner; they were kept back, and eventually forced to retire by Mr. Coleman's people. Some slight scuffle ensued, and the Wahadadar and the Cossyachs seized and carried off Mr. Coleman's Cossyah servant "Soorooop". It appears that this man was taken to the house of the aforesaid Berrajan Doloye, where he was kept in duress for about ten or fifteen days.

14. The object of the Wahadadars and their followers appears to have been to annoy Mr. Coleman, and to deter him from proceeding on to Cheyla Poonjee; Mr. Coleman, however, went on to Cheyla, where he arrived on the following day. He remained there, endeavouring to transact business with the Cheyla Cossyachs till the evening of the 13th of October, when he left Cheyla Poonjee in a boat to return to Sylhet. During the night, whilst his boat was passing down the Cheyla stream, not far from a place called Oomkhaboo, it was surrounded by a large body of armed men, apparently Bengalees, who ordered the Manjee to bring the boat to, and attempted to stop it. The water being very shallow, the assailants spread themselves across the stream and waded up to the boat. Mr. Coleman being unable to oppose or elude his pursuers, who were pressing on him in a threatening manner, was obliged at last to jump out of the boat, and make the best of his way to the side; he eventually made his escape on foot, by a foot-path through the heavy jungles, to the Sylhet Police Station of Pundooah, a distance of about 10 or 12 miles.

15. These are the facts in Mr. Coleman's case which, in my opinion, have been sufficiently established by trustworthy evidence. Mr. Inglis has impugned the veracity of the complainant and his witnesses, and has pointed out certain discrepancies in their statements; but in my judgment these discrepancies are not of much weight, and do not affect the general credibility of their evidence. There is, however, no legal evidence to connect Mr. Inglis, or indeed his servants, with these outrages. The Wahadadars Bur Doloye and Berrajan Doloye have been recognized as having been present when the Cossyachs assembled in a riotous and threatening manner at Mr. Coleman's tent at Kuppureya Bazaar; but it has been found impossible to identify, in a satisfactory manner, any of the armed ruffians who attacked Mr. Coleman's boat at night, and force him to flee into the jungles; it is, however, clear that both these offences were committed in the Cheyla jurisdiction, and the Wahadadars ought, in my opinion, to be held responsible for them.

16. Mr. Inglis has solemnly denied that he has directly or indirectly instigated or permitted either his servants or any other person to attack or molest Mr. Coleman or any other individual in this or any other manner, and I am inclined to accept this denial. Mr. Inglis could not have been aware

of Mr. Coleman's intention to visit Cheyla Poonjee, and therefore he could not have given any orders about this matter; but the Wahadadars of Cheyla Poonjee, who are entirely under Mr. Inglis' influence and control, would not have dared, I think, to act in this lawless and violent manner to an European Gentleman, had they not fancied that they were acting in conformity with Mr. Inglis' wishes, and would receive protection from him.

17. Mr. Inglis has asserted that what occurred on the Cheyla stream when Mr. Coleman was obliged to leave his boat and seek refuge in the jungles, was merely a dispute between Mr. Coleman and two of his (Mr. Inglis') Orange Chowkeydars, in which the former was the aggressor. One of these Chowkeydars, Juggernath Singh, who was summoned as a witness on the part of Mr. Inglis, has admitted he struck Mr. Coleman. The defence set up by Mr. Inglis and his servants is, in my judgment, very much wanting in probability and is not entitled to credit.

18. I directed the Principal Assistant Commissioner to call upon the Wahadadars of Cheyla Poonjee to explain why the outrages complained of by Messrs. Coleman, Haddan and Brownlow had been permitted in their district, and why no exertion had been made by them to discover and bring to justice the perpetrators of them. No satisfactory reply has been given to this requisition; the Wahadadars have merely averred that they neither knew nor heard of these occurrences, which, they admit, they must undoubtedly have done had they taken place in their jurisdiction; in short, they have contented themselves with denying facts which, in my opinion, have been satisfactorily proved, and which must have been within their cognizance.

19. The seizure and imprisonment of Mr. Coleman's servant "Soorooop" are not denied by the Wahadadars Bur Doloye and Berrajan Doloye, the two principal defendants in this case; but they aver that when the Elders and Villagers went to Mr. Coleman's tent at Kuppreya Bazaar on the 9th of October 1856, this "Soorooop" began rudely to push away the Cossyabs who had assembled near Mr. Coleman's tent, and that during the scuffle that ensued, an old man was tripped up and fell down. The Cossyabs, considering this an insult to one of their village Elders, seized "Soorooop," carried him off to Cheyla Poonjee, and kept him for ten or twelve days in confinement in the house of this Berrajan Doloye, for the purpose of calling him to account for his misconduct before the village Durbar, according to the customs of the Cossyabs. They assert that "Soorooop" was taken before the Cheyla Durbar, and released after he had executed a recognizance to conduct himself with propriety for the future. I do not credit these statements, and the very defence shows how insolent and overbearing these Wahadadars and their followers were when they presumed to seize an English Gentleman's servant in the presence of his master and imprison him for several days

without trial, for merely obeying his orders and keeping off a crowd of turbulent and offensive Cossyabs who were attempting to force their way into his master's tent.

20. The question regarding the venue of this case has never been decided by the Principal Assistant Commissioner or the Magistrate of Sylhet; the latter Officer, by an Order dated the 12th of November 1856, sent the record for orders to the Principal Assistant Commissioner, who returned it to Sylhet with an Order dated the 27th Idem, to the effect that it had not been proved that the offences had been committed in the Cherra district; and that the Sylhet Magistrate might dispose of the case himself, or make a reference on the subject to the Sudder Nizamut Adawlut under Section 2 of Regulation VIII. of 1822. No reference, however, had been made on the 14th of April 1857, when the proceedings were forwarded to this office.

21. I will now notice the proceedings of the Cherra Court in this case of Mr. Coleman, which appear to have given much dissatisfaction to that Gentleman and others.

22. Mr. Coleman made known his complaints to the Principal Assistant Commissioner at Cherra Poonjee in eight English letters, numbered from 2 to 9 consecutively; some of these were dispatched from Kuppreya Bazaar and Cheyla Poonjee, but the letter-carriers are said to have been intercepted, and all these letters reached the Principal Assistant Commissioner at Cherra under one cover on the 17th of October 1856. On these letters the following Orders\* have been recorded by Mr. Principal Assistant Commissioner Hudson:—

\* Dated October 18th 1856.

“ Mr. Coleman's letters, Nos. 2 to 9 inclusive, were received yesterday, addressed to me under one cover. Mr. Coleman should, however, have adopted the usual course of submitting his complaints for investigation by *petition* in my Court, in which form alone they can be attended to. A copy of a Bengali Durkhast, filed by Mr. Coleman at the Pundooah Police Pharee of the Sylhet jurisdiction, having been received from the Magistrate of Sylhet, with a request for my co-operation in suppressing affrays between Mr. Inglis and Mr. Coleman's people in my jurisdiction, the Police Darogah of this station was yesterday ordered to proceed to the Cheyla Poonjee district and disperse any people assembled there or in the vicinity, either on the side of Mr. Inglis or Mr. Coleman, who appears, from some Petitions, &c., filed in my Court on the part of the Cossyah Wahadadars and Zumeendars of Cheyla Poonjee and Mr. Inglis, to have lately taken a Mr. Brownlow and a large *possé* of armed people to that place with him. As the Wahadadars of Cheyla Poonjee conduct the affairs of their district

“ themselves, subject merely, as a dependent Cossyah State, to the Political  
 “ control of this Government, and they are responsible for any breaches  
 “ of the peace that may occur there, foreigners (either Europeans or Ben-  
 “ galees) should not enter their villages with large bodies of men who are  
 “ likely to cause disturbances and dissensions amongst their people, without  
 “ obtaining their consent, or express authority from the Officers of Govern-  
 “ ment, and proper orders have, therefore, been passed on this subject also.  
 “ A copy of this Order is to be sent to Mr. G. A. Coleman for his infor-  
 “ mation with advertence to his letters above alluded to.”

On the 17th of October 1856,\* on information received from the Sylhet  
 Magistrate, the Cheyla Wahadadars and Mr. Inglis, Mr.  
 \* Appendix No. 1. Principal Assistant Commissioner Hudson had ordered  
 the Cherra Poonjee Police Darogah to proceed to Cheyla Poonjee to keep the  
 peace, and had ordered a Notification† to be published in  
 † Appendix No. 1 A. Cheyla Poonjee, that “ aliens are in future prohibited  
 “ from proceeding into the Cheyla district accompanied by large gangs of  
 “ people who are likely to cause riots and disturbances there, except under  
 “ the authority of Government and with the consent of the Wahadadars.”  
 This Notification was submitted for the orders of the Agent to the Go-  
 vernor General on the North East Frontier, who approved and sanctioned  
 it by a Proceeding under date the 24th of October 1856.

23. On the 31st of October 1856,\* the Principal Assistant Commis-  
 sioner at Cherra Poonjee, with the view of preserving  
 \* Appendix No. 1 B. the peace in Cheyla Poonjee, passed another Order, pro-  
 hibiting “ any European or Bengalee aliens,” either armed or collected in  
 large parties, from entering that district for the purpose of trade, “ or with any  
 other intent,” without having first obtained the consent of the Wahadadars.

24. To these two Proceedings of the Principal Assistant Commis-  
 sioner, dated respectively the 17th and 31st of October, the Memorialists have  
 urged strong, and I think, rather reasonable objections. They represent that  
 the Principal Assistant Commissioner has prematurely assumed, without any  
 inquiry, that Mr. Inglis was in the right and they in the wrong, and that the  
 effect of these Orders will be to give and confirm to Mr. H. Inglis a close  
 monopoly of the trade of the Cheyla district.

25. After a careful consideration of all the circumstances of the case,  
 it seems to me that these Orders are not judicious ; they are not, I am satis-  
 fied, necessary for the preservation of the peace, and we are under no moral  
 or political obligation to uphold the authority of the Wahadadars against  
 the wishes, and, I may add, the rights of the people in a matter of this kind.  
 The present Wahadadars are notoriously the creatures of Mr. Inglis, and if  
 no person be allowed to enter the district without their permission, it is very  
 clear that the trade of Cheyla will be virtually closed against every trader  
 but Mr. Inglis and his dependents.

26. I am of opinion that these obnoxious prohibitory Orders should be entirely and immediately rescinded, and that full freedom of trade should be restored to the inhabitants of the Cheyla district. If the present Wahadadars cannot or will not perform their official duties with uprightness and impartiality, the Cheyla community ought to be permitted to elect others, in conformity with the ancient customs of their country.

27. The facts which seem to me to be proved in the case of Mr. R. G. Haddan and Mr. Halford Brownlow are as follows.

28. Mr. R. G. Haddan, who had been engaged by Messrs. Gladstone, Wyllie and Co., of Calcutta, to visit and obtain information regarding the Petroleum Wells in Assam and these Hilly Tracts, left Chattuck, by water, on the night of the 16th of October 1856, accompanied by Mr. Halford Brownlow, to inspect a Petroleum well which was said to be somewhere in the vicinity of the village of Cheyla. They travelled in a small dinghy, which was worked by two boatmen, and were attended by one personal servant. About 8 A. M. on the 17th of October 1856, when their boat had arrived at about two reaches below Kuppreya Bazaar, and not far from Katta Ghaut, its further advance was opposed by two elephants and a large gang of Clubmen, having the appearance of Bengallee "lattials"; these men hailed the Manjee and ordered him to stop and bring the boat to the river side. When this mandate received no attention, the Clubmen spread themselves across the shallow water, and forcibly prevented the boat from proceeding any further up the stream towards Cheyla Poonjee. There was a respectably clad native mounted on an elephant, who appeared to be directing the movements of the Clubmen. Whilst Messrs. Haddan and Brownlow were parleying with their assailants, some of them made a rush upon the Gentlemen, and succeeded in wresting a gun from Mr. Haddan's hands. The Clubmen then seized, beat, and otherwise maltreated these Gentlemen, dragging them through the water to a single pole tent which was pitched on the River-bank, and in which they were detained in their wet and bloody clothes without food till about 6 P. M., when they were conveyed in a small boat to Chattuck, and placed on board Mr. Haddan's budgerow there, about 10 P. M.

29. Messrs. Haddan and Brownlow have asserted that their boat was completely "guttèd" by the Clubmen, and that they were robbed of property valued at about 200 Rupees.

30. The evidence does not show whether any property was plundered; but the facts above stated appear to me to have been satisfactorily established.

31. These Gentlemen were strangers in that part of the country, and had with them only one servant and two boatmen, who were equally unacquainted with the people and the country, and in consequence it has been found impracticable to identify satisfactorily the ruffians who perpetrated this disgraceful outrage; but the inquiry of the Cherra Poonjee Police Darogah

shows that a tent and some elephants belonging to Mr. Inglis had been at or near the place where these offences were committed, on or about the 17th of October 1856.

32. There is not, I think, full legal proof that this outrage was committed by the servants of Mr. Inglis, but there is very little doubt on my mind that they were the parties concerned in it. No other person had an English tent and elephants in that neighbourhood at or about that time, and it seems to me that Messrs. Haddan and Brownlow had good grounds for supposing that their cowardly assailants were the servants of Mr. H. Inglis. There could be no excuse for this lawless violence, for these two Gentlemen, one of whom was in a very bad state of health, could not be suspected of wishing to create disturbances, or indeed to interfere with any person's commercial affairs in the Cheyla district.

33. Mr. H. Inglis has most solemnly denied that he had any thing to do with this outrage "directly or indirectly," and I have no reason to doubt the sincerity and truth of that denial; it is clear that he did not know that these Gentlemen were going to Cheyla Poonjee. The servants of powerful Zumeendars and Merchants are but too prone to carry things with a high hand in the Mofussil, and it is, I think, probable that Mr. Inglis' servants imagined that these two Gentlemen were going to Cheyla Poonjee on the same errand as Mr. Coleman, and that without the orders or knowledge of their master, they adopted these outrageous measures to prevent the travellers from going in that direction. I believe this to be the true state of the case.

34. This outrage has been committed in the Cheyla district by a large gang of men, who must have been assembled for some days in a conspicuous spot near Katta Ghaut for this or some other unlawful purposes, and the Wahadadars, who are responsible to the Government for the peace and good order of their district, made no report on the subject to the Principal Assistant Commissioner, and have pretended that they knew nothing at all about the matter; it moreover appears that they have done their best to screen the offenders.

35. As the complaints made by Messrs. Coleman, Haddan and Brownlow were of a very serious nature, I thought it my duty to call upon Mr. Principal Assistant Commissioner Hudson to explain why he had not investigated them on the spot, and had not adopted prompt and energetic measures to discover and bring to justice the perpetrators of these daring and disgraceful offences. I transcribe what Mr. Hudson

\* No. 212, October 16th 1857, para. 6.

has said\* in explanation of his proceedings in these cases:—"With advertence to the 4th para. of your letter, and the explanation therein called for from me as to why I did not take measures at the time to investigate these serious charges, personally on the spot, I beg to say that I did not receive any intimation of them until four or five days after they were said to have occurred, and there being at that



time upwards of 33,000 Rupees in my custody, my Sherishtadar, who also acts as Treasurer, being absent on leave for the Dusserah vacation, and having no Assistant to whom I could make over charge of my Treasury, Jail, and other current duties here, I did not think myself at liberty to leave the station without authority; and as Messrs. Coleman and Haddan had carried their cases into the Sylhet Court, and remained at that station without any apparent desire that I should investigate their complaints, I had reason to believe that their charges were exaggerated, and I therefore considered it sufficient to depute my Police Darogah to Cheyal Poonjee to keep the peace and disperse any riotous persons whom he might find assembled there; ordering him, at the same time, to make an enquiry as to what had actually taken place in my jurisdiction; but it will be seen from his reports, which are filed with the cases, that he found every thing perfectly quiet on his arrival, and could obtain no satisfactory intelligence either from the villagers or neighbours regarding the alleged aggressions."

36. I do not consider this explanation to be altogether satisfactory; I think Mr. Hudson ought to have proceeded at once to the spot to investigate the charges and arrest the offenders. There was nothing, so far as I can learn, at the station, which ought to have detained him there on such an occasion. The treasure would have been perfectly safe under the Military Guard, and the current duties of his office at the sudder station during the Dusserah vacation could not have been of much importance. Authority was not required to enable him to leave his Head Quarters on a duty of this urgent nature. The Native Police Darogah, sent to make inquiry, did nothing, and perhaps worse than nothing, for his proceedings seem to indicate that he wished it to be believed that the complaints of these English Gentlemen were false. No Native Police Officer of the district ought to have been trusted on such an occasion, for not one of them would dare to report unfavorably of Mr. Inglis or his servants.

37. After having very attentively considered the proceedings of the Cherra Court in these cases, I am bound to say that, in my humble opinion the complainants had some grounds for being dissatisfied with them; though perhaps there is nothing in them absolutely wrong or contrary to law or official usage, it is apparent that there has been no active or zealous endeavour to discover and bring to justice those who have violated the laws in this flagrant manner.

38. All the other cases sent to me from the Sylhet and Cherra Poonjee offices are petty cases of assault, oppression, false complaint, and the like; they are the ordinary charges and cross charges which parties quarrelling prefer against each other in Mofussil Courts. Not one of these cases seems to require any notice here; there appears to be nothing objectionable in any of the proceedings of the local authorities connected with them.

39. During the time I have been at Cherra Poonjee, all persons of every degree have had the fullest opportunity of bringing to my notice their grievances and complaints. Not many charges have been made against Mr. Inglis and his servants. Messrs Coleman and Sweetland came to this station and remained here for some time; both of them were avowedly very hostile to Mr. Inglis, and certainly gave much encouragement to every person who had, or fancied he had, a grievance against Mr. Inglis to come forward and complain against that Gentleman.

40. I shall now offer a few remarks upon those complaints made to me which seem to be of the most importance and the most deserving of notice.

41. There are two Rajahs of Mahram, one of the petty dependent Cossyah States;—Ooseep Sing, who is called the “Dholah Rajah,” is the principal Chieftain, and Ramsye, who is known by the cognomen of “Kalah Rajah,” is his Lieutenant; both these Rajahs appointed Mr. G. A. Coleman their Mooktear to assist them in making several complaints against Mr. Inglis before me.

42. Rajah Ooseep Sing complained that Mr. Inglis was in collusion with the “Kalah Rajah,” with the view of causing the said Lieutenant to resist his authority, and oppose his administration of the affairs of his district; he also complained that Mr. Inglis had taken wrongful possession of some of the Mahram Lime Quarries.

43. These accusations were not at all proved, and were, in my opinion, without foundation. The alleged collusion with Rajah Ramsye certainly did not exist; on the contrary, it is very evident, that the “Kalah Rajah” and the “Dholah Rajah” were of one mind as far as Mr. Inglis was concerned, for the former subsequently came to Cherra Poonjee and made complaints before me on his own account against that Gentleman. On enquiry it turned out that Mr. Inglis held Rajah Ooseep Sing’s Lime Quarries under a lien for an advance of rents made to the Rajah, and that Mr. Inglis had not been able to work the Quarries.

44. Rajah Ramsye, the “Kalah Rajah” of Mahram, complained to me that he and his brother Ooksān had been compelled by the threats of Mr. Inglis to grant to that Gentleman two leases of their Lime Quarries at “Tunglah,” in the Mahram country. It appeared that the complainant had given to Mr. Inglis a twenty years’ lease of these Quarries on the 23rd of September 1852, and that this lease had been registered by the Rajah in person before the Assistant Political Agent, Lieutenant G. N. Cave. The Rajah, on being questioned, admitted that he had registered the lease, but averred that Mr. Inglis had threatened to throw him into Jail if he refused to do so. He produced no proof that the lease had been obtained from him by improper means, and moreover his brother “Ooksān” came forward and wholly repudiated the statements of the “Kalah Rajah,” so far as he

("Ooksán") was concerned, and he positively denied that he had authorized any person to make any complaint in his name or on his behalf against Mr. Inglis; he also stated that the leases had been given fairly and voluntarily to Mr. Inglis by his brother and himself. I ought to mention that since the leases in question had been executed, Mr. Mills and Colonel Jenkins had paid official visits to Cherra Poonjee, and the Rajah had made no complaint to either of them, neither had he ever alluded to the matter to Mr. Principal Assistant Commissioner Hudson, with whom he had had many interviews on other matters of business.

45. These charges would not stand the test of inquiry and fairly broke down; I am decidedly of opinion that there is no truth in them. My conviction is, that they never would have been made had not this very ignorant Chief, and his equally ignorant brother, Ooseep Sing, been persuaded by some unprincipled and designing persons that they would obtain some very great advantages by accusing Mr. Inglis.

46. Mr. W. H. M. Sweetland, Agent to the Sylhet Coal Company, complained to me that the servants and dependents of Mr. Inglis had forcibly removed very large quantities of limestone belonging to Messrs. W. Moran and Co., of Calcutta, from Choon Cherra, Lamasain, and Burr Ghaut, and that he could obtain neither protection nor redress from the Court of the Principal Assistant Commissioner at Cherra Poonjee.

47. I called for all the Principal Assistant Commissioner's proceedings in this matter, and directed him to submit any explanation he might wish to offer regarding Mr. Sweetland's statements. I have examined the record very closely, and found no proof that Mr. Inglis' servants had removed any limestone belonging to Mr. Sweetland's employers from Choon Cherra or from the other places mentioned by him, and after a very careful scrutiny of all the Principal Assistant Commissioner's proceedings and orders in this case, I failed to detect any irregularity, injustice or impropriety in them. Mr. Inglis was the Government Lessee of the Choon Cherra and Letting Cherra Lime Quarries; Mr. Sweetland, who had formerly worked these Quarries, had received timely notice from the Principal Assistant Commissioner to remove the limestone that had been quarried by him. If indeed Mr. Inglis' servants have removed any limestone which did not belong to their master, the proper course for Mr. Sweetland was to sue Mr. Inglis in the Civil side of the Local Court. Mr. Sweetland's allegations respecting the partiality and denial of justice to him on the part of the Cherra Court are altogether without proof, and, I verily believe, entirely without foundation also.

48. Mr. W. H. M. Sweetland presented a Petition to me, charging Mr. Inglis' servants with stopping boats and exacting tolls by force from persons proceeding by water to attend the Bazaar at Burr Ghaut. I caused

this matter to be thoroughly investigated, and no satisfactory proof was obtainable that tolls had been systematically levied by Mr. Inglis' servants, though from what was elicited incidentally during the inquiry, I am rather disposed to believe that some of Mr. Inglis' Choon Cherra servants may have occasionally stopped and demanded tolls from parties proceeding towards the Burr Ghaut Bazaar. It is clear, however, that there had not been any systematic oppression of the kind described and charged by Mr. Sweetland. The Principal Assistant Commissioner has issued the strictest orders to Mr. Inglis' servants at Choon Cherra, positively prohibiting them from interfering in any manner with persons going to Burr Ghaut, and as I have heard no further complaints on this subject, it is to be hoped that these malpractices, which are but too common every where in Bengal, may have been effectually suppressed.

49. Mr. G. A. Coleman made contracts with some of the Cossyals of Mowlong Poonjee for the supply of limestone, and when these people went into the village to work for that gentleman, a quarrel ensued between them and some of Mr. Inglis' servants and a party of the Mowlong Cossyals who sided with Mr. Inglis. The case was taken into the Court of the Principal Assistant Commissioner at Cherra Poonjee, and five Cossyals on Mr. Coleman's side were convicted of assault, and sentenced to pay a fine of 6 Rupees each, and were ordered each to furnish a recognizance and surety of 100 Rupees, under the provisions of Act IV. of 1848, to keep the peace towards the people of Mr. Inglis for one year. The defendants, being unable to find the required security on the spot, were committed to Jail and detained there for two days till the required securities were forthcoming.

50. Mr. G. A. Coleman complained much of this decision of Mr. Principal Assistant Commissioner Hudson, and more than insinuated that partiality had been shown to Mr. Inglis. The case subsequently came before me in appeal, and I modified the Principal Assistant Commissioner's orders; but there was nothing at all in his proceedings which showed any bias in favor of either of the contending parties, and I am quite satisfied that there was none.

51. A few other petty complaints have been made to me against the Cherra Poonjee Court and Mr. Inglis; but not one of them, in my judgment, has been at all substantiated, and as I have no reason whatever for believing that there is any truth in them, I think it unnecessary to enter into any detail of them here.

52. A great clamor has been raised against the administration of Civil and Criminal Justice and public affairs in general in these Hills, and the district Officer, Mr C. K. Hudson, has had more than one rather clever

and very unscrupulous accuser. I have patiently listened to and very attentively considered every complaint that has been brought before me. Every one who desired to obtain redress or to afford information has had easy access to me at all times. Having heard and weighed well every thing, I feel it my duty to represent, that I am quite satisfied that Mr. Principal Assistant Commissioner Hudson has administered the affairs of his district, ever since he has been in charge of it, with perfect uprightiness and with considerable ability and success. I have already mentioned the instances in which, I think, Mr. Hudson has erred in judgment; but I am fully and firmly persuaded that he has always acted in good faith, and with an honest and zealous desire to do his duty.

53. Before I enter upon other matters, I think it may not be out of place here to record my opinion that all the complaints and accusations made against Mr. Inglis regarding the maintenance and support of his trade in these Hills by violent and unlawful means, have not been established, and are not, I think, true. The overwhelming and paramount influence undoubtedly possessed by this Gentleman in these Mountains has not been acquired, as the Memorialists would represent, by fraud and violence; it has been produced by other causes and other means. I shall have occasion to notice this subject more fully in the sequel, in my remarks upon the state of Trade in these Hilly Tracts.

54. The Principal Assistant Commissioner in charge of the Cossyah and Jynteah Hills, as I have already observed, conducts his official duties according to the Rules and Regulations that are in force in the Province of Assam for the administration of Civil and Criminal Justice. His official designation is "2nd Class Principal Assistant to the Commissioner," and he exercises, in all Civil and Criminal matters, the powers of a senior Assistant Commissioner as defined in the Assam Rules. He takes up and decides original suits of every description and amount that are instituted in his Court, and hears appeals from the decisions and orders of the Village Chiefs and Elders of the conquered Cossyah Villages and of the Jynteah Hills. In his capacity of Magistrate he has general charge of the Police of the district, and all criminal trials of persons charged with offences committed within his Magisterial jurisdiction are, in the first instance, held by him. He decides cases within his own competency under Clauses 4, 5, and 6 of the 1st Section of the Assam Criminal Rules, and refers to the Deputy Commissioner, under Clauses 4 and 5 of the 2nd Section, all trials of heinous offences held by him with the assistance of a Native Jury, which require to be referred to that authority.

55. As this district has not yet been formally placed under the jurisdiction of the Board of Revenue, it has been the practice to conduct its Revenue, as well as its Political, duties in the "Agency Department." The

petty Political and Revenue cases, which formerly were decided by the Assistant Political Agent, are now finally disposed of by the Principal Assistant Commissioner ; but all settlements of Land, Sayer and Abkaree Revenue, all successions of Chieftains in the semi-dependent and dependent States, all important boundary and other disputes between the Cossyah Chiefs, and indeed all cases which, under the former *regimé*, came under the cognizance of the Political Agent himself, are now enquired into and reported on by the Principal Assistant Commissioner to the Governor General's Agent and Commissioner, for final orders.

56. In all petty Criminal cases, the orders contained in the 6th Clause of the 2nd Section of the Assam Criminal Rules have been carried out apparently with a very beneficial result ; in these cases the evidence is taken *vivâ voce*, and only the substance of it is recorded in the Principal Assistant Commissioner's English Note Book, and orders are passed at once.

57. In Civil suits of small value the mode of procedure enjoined by Clause 6 Section 2 of the Assam Civil Rules has been generally adopted, though apparently with but moderate advantage. This confronting of litigants seems to be tolerably successful when the parties are in the same sphere of life, and are about equally ignorant ; but the Principal Assistant Commissioner has informed me, that it has been found very harassing to persons residing at a distance from the sudder station, and in several instances, defendants have submitted to have *ex parte* decrees for a small amount given against them, rather than be put to the inconvenience of appearing before the Court. No doubt there are disadvantages in this straightforward and speedy method of settling petty Civil suits ; but I am inclined to think that, on the whole, it has worked well here as well as elsewhere, and that its advantages preponderate considerably over its defects ; besides, the Assam Rules provide an effectual remedy against any abuse of this power of summoning plaintiffs and defendants, and the Deputy Commissioner would always prevent any injudicious and oppressive enforcement of this very useful rule.

58. The Judicial anomalies pointed out in Mr. Mills' Report have been, for the most part, removed by the annexation of the Cossyah and Jynteah Hill Territory to the Assam Commissionership. The Cherra Court has jurisdiction over all Native subjects of the British Government in all Civil and Criminal cases occurring in any part of these Hills ; but it appears to me very doubtful whether European-British subjects are amenable to that Court in Civil matters belonging to the semi-independent and dependent States. I incline to think that the provisions of Acts XI. of 1836, and III. of 1839, do not extend to these States. This, however, seems to be a rather nice point of Law, and I beg to suggest that the Government should consult their Law Officers on the subject. It is a matter of much importance that

the legal status of Europeans in these States should be authoritatively defined and determined, for till this has been done, it will not be possible for them to enter with advantage into any extensive commercial transactions with the Chiefs and people of these districts.

59. The following rather hard case has been brought to my notice; but in the present state of the law there seems to be no remedy for the complainant. Quarter Master Sergeant W. Bardin built a house on speculation by contract on ground beyond the limits of the Cherra Poonjee Military Cantonment, and has usually resided therein. The contractor, one Mahumud Jumma, after completing the house, claimed a balance of Rupees 85-8-9 from the Sergeant on account of work done, and being unable to obtain payment, sued him on the Civil side of the Principal Assistant Commissioner's Court. That Officer referred to the Deputy Commissioner of Assam for instructions as to whether he had jurisdiction in a suit of this kind, and the Deputy Commissioner ruled that he had not, and that the suit ought to be decided by a Military Court. Accordingly the case was struck off the file of the Principal Assistant Commissioner, and the Plaintiff was directed to bring his claim before the Military Court at this

station. When the Contractor wished to sue the Sergeant in the Military Court of Requests, he was informed\* that, under the "General Regulations of the Bengal Army," European Non-Commissioned Officers "are not amenable to Courts of Request," and that his suit could not be entertained. I believe that both the Civil and Military Authorities have decided correctly under the Laws and Regulations in force, and that a creditor of an European Non-Commissioned Officer of the Army has no legal remedy against his debtor. It may be very right and expedient that European Non-Commissioned Officers of the Army should not be liable to actions for debt; but I think they ought not to be permitted to build houses, to reside out of Cantonments, and have other facilities of obtaining credit and incurring debt, which they would not possess if they were held under a stricter Military discipline. I am informed that this is not the only case of the kind that has occurred lately at this station.

60. All appeals from the decisions of the Principal Assistant Commissioner in Political, Police and Revenue cases lie to the Governor General's Agent and the Commissioner, and all Civil and Criminal Appeals, which in the Regulation Provinces would be made to the Civil and Sessions Judge, go to the Deputy Commissioner of Assam.

61. I append hereto three Tabular Statements which show the state of business in the office of the Principal Assistant Commissioner during the years 1854, 1855 and 1856. The work cannot be considered heavy during any of these three years.

*ABSTRACT RETURN of Regular Suits and Cases in the Principal Assistant Commissioner's Office at Cherra during 1854, 1855 and 1856.*

| 1.<br>REGULAR SUITS AND<br>CASES. | 2.<br>Remaining from<br>previous year. | 3.<br>Instituted during<br>the year. | 4.<br>Total. | 5.<br>DISPOSED OF.        |                      |                            |   | 6.<br>Remaining at the<br>end of the year. | 7.<br>Witnesses exam-<br>ined during the<br>year. |
|-----------------------------------|--|--------------------------------------|--------------|---------------------------|----------------------|----------------------------|---|--|---|
|                                   |  |                                      |              | Committed to<br>Sessions. | Decided on<br>trial. | Settled and<br>struck off. | Total.  |  |   |
| <b>1854.</b>                      |  |                                      |              |                           |                      |                            |   |  |   |
| Civil .. .. .                     | 11                                     | A 94                                 | 105          | 0                         | B 15                 | 72                         | 87  | 18   | 69  |
| Political .. . . .                | 0                                      | 7                                    | 7            | 0                         | 0                    | 0                          | 0   | 7  | 27  |
| Revenue .. . . .                  | 0                                      | 0                                    | 0            | 0                         | 0                    | 0                          | 0   | 0  | 0   |
| Criminal and Police ..            | 1                                      | 41                                   | 42           | 3                         | 38                   | 1                          | 42  | 0  | 344   |
| <b>Total ..</b>                   | <b>12</b>                              | <b>142</b>                           | <b>154</b>   | <b>3</b>                  | <b>53</b>            | <b>73</b>                  | <b>129</b>  | <b>25</b>                                  | <b>440</b>  |
| <b>1855.</b>                      |  |                                      |              |                           |                      |                            |   |  |   |
| Civil .. . . .                    | 18                                     | A 46                                 | 64           | 0                         | B 15                 | 34                         | 49  | 15   | 92  |
| Political .. . . .                | 7                                      | 72                                   | 79           | 0                         | 9                    | 54                         | 63  | 16   | 47  |
| Revenue .. . . .                  | 0                                      | 0                                    | 0            | 0                         | 0                    | 0                          | 0   | 0  | 2   |
| Criminal and Police ..            | 0                                      | 46                                   | 46           | 18                        | 27                   | 1                          | 46  | 0  | 306   |
| <b>Total ..</b>                   | <b>25</b>                              | <b>164</b>                           | <b>189</b>   | <b>18</b>                 | <b>51</b>            | <b>89</b>                  | <b>158</b>  | <b>31</b>                                  | <b>447</b>  |
| <b>1856.</b>                      |  |                                      |              |                           |                      |                            |   |  |   |
| Civil .. . . .                    | 15                                     | A 61                                 | 76           | 0                         | B 13                 | 52                         | 65  | 11   | 52  |
| Political .. . . .                | 16                                     | 48                                   | 64           | 0                         | 13                   | 30                         | 43  | 21   | 37  |
| Revenue .. . . .                  | 0                                      | 0                                    | 0            | 0                         | 0                    | 0                          | 0   | 0  | 0   |
| Criminal and Police ..            | 0                                      | 28                                   | 28           | 0                         | 27                   | 0                          | 27  | 1  | 145   |
| <b>Total ..</b>                   | <b>31</b>                              | <b>137</b>                           | <b>168</b>   | <b>0</b>                  | <b>53</b>            | <b>82</b>                  | <b>135</b>  | <b>33</b>                                  | <b>234</b>  |
| <b>CIVIL.</b>                     | In 1854.                               |                                      | In 1855.     |                           | In 1856.             |                            |   |  |   |
|                                   | <b>A</b>                               | <b>B</b>                             | <b>A</b>     | <b>B</b>                  | <b>A</b>             | <b>B</b>                   |   |  |   |
| Under 1 Rupee ..                  | 0                                      | 0                                    | 0            | 0                         | 0                    | 0                          | <i>Note.</i> — Only the regular cases in the three first classes, and heinous and petty cases under the 4th class, are included in this Statement.<br>Column 7 shows the entire number of Witnesses examined in the year. |  |   |
| From 1 to 5 Rupees                | 12                                     | 2                                    | 2            | 0                         | 2                    | 0                          |   |  |   |
| "   5 to 10 do.                   | 17                                     | 1                                    | 4            | 1                         | 10                   | 2                          |   |  |   |
| "   10 to 20 do.                  | 13                                     | 1                                    | 16           | 2                         | 14                   | 3                          |   |  |   |
| "   20 to 50 do.                  | 18                                     | 3                                    | 15           | 4                         | 12                   | 2                          |   |  |   |
| "   50 to 100 do.                 | 15                                     | 3                                    | 5            | 4                         | 10                   | 2                          |   |  |   |
| Above 100 Rupees ..               | 19                                     | 5                                    | 4            | 4                         | 13                   | 4                          |   |  |   |
| <b>Total ..</b>                   | <b>94</b>                              | <b>15</b>                            | <b>46</b>    | <b>15</b>                 | <b>61</b>            | <b>13</b>                  |   |  |   |



*ABSTRACT RETURN of Miscellaneous Business in the Principal*

| 1.<br>BUSINESS.             | 2.<br>Remaining from<br>previous year. | 3.<br>Instituted during<br>the year. | 4.<br>Total. | DISPOSED OF.                    |                            |                                  |              |
|-----------------------------|--|--------------------------------------|--------------|---------------------------------|----------------------------|----------------------------------|--------------|
|                             |  |                                      |              | 5.<br>Committed to<br>Sessions. | 6.<br>Decided on<br>trial. | 7.<br>Settled and<br>struck off. | 8.<br>Total. |
| 1854.                       |  |                                      |              |                                 |                            |                                  |              |
| Civil .. .. .               | 5                                      | 121                                  | 126          | 0                               | 1                          | 9                                | 121          |
| Political .. .. .           | 3                                      | 71                                   | 74           | 0                               | 7                          | 3                                | 71           |
| Revenue .. .. .             | 15                                     | 206                                  | 221          | 0                               | 1                          | 0                                | 195          |
| Criminal and Police .. .. . | 14                                     | 469                                  | 483          | 0                               | 9                          | 41                               | 476          |
| Total .. .. .               | 37                                     | 867                                  | 904          | 0                               | 18                         | 53                               | 863          |
| 1855.                       |  |                                      |              |                                 |                            |                                  |              |
| Civil .. .. .               | 5                                      | 59                                   | 64           | 0                               | 0                          | 17                               | 61           |
| Political .. .. .           | 3                                      | 66                                   | 69           | 0                               | 1                          | 5                                | 68           |
| Revenue .. .. .             | 26                                     | 239                                  | 265          | 0                               | 1                          | 0                                | 254          |
| Criminal and Police .. .. . | 7                                      | 526                                  | 533          | 0                               | 13                         | 23                               | 520          |
| Total .. .. .               | 41                                     | 890                                  | 931          | 0                               | 15                         | 45                               | 903          |
| 1856.                       |  |                                      |              |                                 |                            |                                  |              |
| Civil .. .. .               | 3                                      | 73                                   | 76           | 0                               | 0                          | 12                               | 69           |
| Political .. .. .           | 1                                      | 81                                   | 82           | 0                               | 0                          | 0                                | 80           |
| Revenue .. .. .             | 11                                     | 283                                  | 294          | 0                               | 1                          | 0                                | 289          |
| Criminal and Police .. .. . | 13                                     | 1180                                 | 1193         | 0                               | 9                          | 43                               | 1182         |
| Total .. .. .               | 28                                     | 1617                                 | 1645         | 0                               | 10                         | 55                               | 1620         |

|  | In<br>1854. | In<br>1855. | In<br>1856. |
|--|-------------|-------------|-------------|
| Drafts granted .. .. .                       | 311         | 550         | 597         |
| Ditto Cashed .. .. .                         | 132         | 132         | 90          |
| Pension Certificates dis-<br>charged .. .. . | 7           | 12          | 2           |
| Total .. .. .                                | 450         | 604         | 698         |

*Assistant Commissioner's Office at Cherra during 1854, 1855 and 1856.*

| 9.<br>Remaining at the<br>end of the year. | LETTERS.                                     |                     |   |                   | PERIODICAL RETURNS.                        |                                |                          |                 |
|--|--|---------------------|---|-------------------|--|--------------------------------|--------------------------|-----------------|
|  | 10.<br>Remaining<br>from pre-<br>vious year. | 11.<br>Received.    | 12.<br>Written and<br>answered.         | 13.<br>Remaining. | 14.<br>Remaining<br>from previous<br>year. | 15.<br>Due during<br>the year. | 16.<br>Disposed of.      | 17.<br>Pending. |
|  |  | English<br>Letters. | English Letters<br>and Per-<br>wannahs. |                   |  | English and<br>Bengalee.       | English and<br>Bengalee. |                 |
| 5  | 0  | 4                   | 220                                     | 0                 | 0  | 20                             | 20                       | 0               |
| 3  | 1  | 55                  | 73                                      | 2                 | 0  | 0                              | 0                        | 0               |
| 26   | 1  | 171                 | 104                                     | 2                 | 0  | 23                             | 23                       | 0               |
| 7  | 9  | 118                 | 516                                     | 1                 | 0  | 107                            | 107                      | 0               |
| 41   | 11   | 348                 | 913                                     | 5                 | 0  | 150                            | 150                      | 0               |
| 3  | 0  | 12                  | 299                                     | 0                 | 0  | 40                             | 40                       | 0               |
| 1  | 2  | 75                  | 134                                     | 1                 | 0  | 0                              | 0                        | 0               |
| 11   | 2  | 108                 | 39                                      | 1                 | 0  | 23                             | 23                       | 0               |
| 13   | 1  | 108                 | 736                                     | 1                 | 0  | 160                            | 160                      | 0               |
| 28   | 5  | 303                 | 1208                                    | 3                 | 0  | 223                            | 223                      | 0               |
| 7  | 0  | 13                  | 304                                     | 0                 | 0  | 38                             | 38                       | 0               |
| 2  | 1  | 126                 | 182                                     | 1                 | 0  | 0                              | 0                        | 0               |
| 5  | 1  | 126                 | 203                                     | 1                 | 0  | 27                             | 27                       | 0               |
| 11   | 1  | 225                 | 893                                     | 1                 | 0  | 200                            | 200                      | 0               |
| 25   | 3  | 490                 | 1582                                    | 3                 | 0  | 265                            | 265                      | 0               |

NOTE.—Miscellaneous Cases, Petitions, Reports, &c., are included in this Statement, Drafts granted and cashed, and Pension Certificates discharged, are shown in the Statement at foot.

## No. 3.

*MEMORANDUM of Persons brought to trial during the year.*

| 1.  | UNDER TRIAL.             |                                   |        | DISPOSED OF.           |            |            |                   |        | 10.      |
|---|--------------------------|-----------------------------------|--------|------------------------|------------|------------|-------------------|--------|----------|
|   | 2.                       | 3.                                | 4.     | 5.                     | 6.         | 7.         | 8.                | 9.     |          |
|   | At the end of last year. | Brought to trial during the year. | Total. | Committed to Sessions. | Convicted. | Acquitted. | Died and Escaped. | Total. | Pending. |
| 1854.   |                          |                                   |        |                        |            |            |                   |        |          |
| Heinous Offenders.. ..                            | 1                        | 55                                | 56     | 14                     | 15         | 27         | 0                 | 56     | 0        |
| Petty and Miscellaneous }<br>Offenders .. .. . }  | 0                        | 53                                | 53     | 0                      | 45         | 7          | 1                 | 53     | 0        |
| Total.. .. .                                      | 1                        | 108                               | 109    | 14                     | 60         | 34         | 1                 | 109    | 0        |
| 1855.   |                          |                                   |        |                        |            |            |                   |        |          |
| Heinous Offenders .. ..                           | 0                        | 57                                | 57     | 18                     | 27         | 12         | 0                 | 57     | 0        |
| Petty and Miscellaneous }<br>Offenders ... .. . } | 0                        | 46                                | 46     | 8                      | 25         | 13         | 0                 | 46     | 0        |
| Total.... ..                                      | 0                        | 103                               | 103    | 26                     | 52         | 25         | 0                 | 103    | 0        |
| 1856.   |                          |                                   |        |                        |            |            |                   |        |          |
| Heinous Offenders .. ..                           | 0                        | 38                                | 38     | 0                      | 13         | 23         | 0                 | 36     | 2        |
| Petty and Miscellaneous }<br>Offenders .. .. . }  | 0                        | 63                                | 63     | 0                      | 45         | 18         | 0                 | 63     | 0        |
| Total.. .. .                                      | 0                        | 101                               | 101    | 0                      | 58         | 41         | 0                 | 99     | 2        |

I have inspected a good many of the Principal Assistant Commissioner's proceedings, taken a hap-hazard from every Department of his Office with the view of forming an opinion in regard to the manner in which public business has been ordinarily transacted by that Officer. I may safely state that every thing that fell under my observation seemed to indicate that the presiding Officer was a very laborious, pains-taking and intelligent public servant. There appears to have been no lack of diligence, no unnecessary detention of witnesses during the years 1854, 1855 and 1856. No witness in the Foujdarry and Dewanny Departments was detained more than four days, and the great majority of them were examined and discharged on the first day of their attendance.

62. I have the honor to submit herewith two Statements of Appeals made during the years 1854, 1855 and 1856, to the Governor General's Agent and Commissioner, and to the Deputy Commissioner of Assam.

*STATEMENT of Appeals to the Governor General's Agent and Commissioner of Assam from decisions of the Cherra Court in 1854, 1855 and 1856.*

| 1.    | 2.               | 3.                            | 4.                          | 5.     | DISPOSED OF.           |                              |              | 9.                                | 10.   |
|-------|------------------|-------------------------------|-----------------------------|--------|------------------------|------------------------------|--------------|-----------------------------------|---|
| YEAR. | KIND OF APPEAL.  | Remaining from previous year. | Instituted during the year. | Total. | 6<br>Decided on trial. | 7.<br>Settled or struck off. | 8.<br>Total. | Remaining at the end of the year. | REMARKS.  |
| 1854  | Regular ..       | 0                             | 4                           | 4      | 3                      | 0                            | 3            | 1                                 | All these cases are either Political or Police. No Appeals were made in the Revenue Department. |
|       | Miscellaneous .. | 0                             | 0                           | 0      | 0                      | 0                            | 0            | 0                                 |   |
|       | Total ..         | 0                             | 4                           | 4      | 3                      | 0                            | 3            | 1                                 |   |
| 1855  | Regular ..       | 1                             | 9                           | 10     | 6                      | 0                            | 6            | 4                                 |   |
|       | Miscellaneous .. | 0                             | 0                           | 0      | 0                      | 0                            | 0            | 0                                 |   |
|       | Total ..         | 1                             | 9                           | 10     | 6                      | 0                            | 6            | 4                                 |   |
| 1856  | Regular ..       | 4                             | 7                           | 11     | 9                      | 0                            | 9            | 2                                 |   |
|       | Miscellaneous .. | 0                             | 1                           | 1      | 1                      | 0                            | 1            | 0                                 |   |
|       | Total ..         | 4                             | 8                           | 12     | 10                     | 0                            | 10           | 2                                 |   |

*STATEMENT of Appeals to the Deputy Commissioner of Assam from decisions of the Cherra Court in 1854, 1855 and 1856.*

| 1.                          | 2.                            | 3.                          | 4.     | DISPOSED OF.      |                         |        | 8.                                | 9.   |
|-----------------------------|-------------------------------|-----------------------------|--------|-------------------|-------------------------|--------|-----------------------------------|--|
|                             |                               |                             |        | 5.                | 6.                      | 7.     |                                   |  |
|                             | Remaining from previous year. | Instituted during the year. | Total. | Decided on trial. | Settled and struck off. | Total. | Remaining at the end of the year. | REMARKS.   |
| <b>REGULAR SUITS.</b>       |                               |                             |        |                   |                         |        |                                   |  |
| 1854.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil.. ..                  | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Criminal .. ..              | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Total ..                    | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| 1855.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil.. ..                  | 0                             | 3                           | 3      | 1                 | 0                       | 1      | 2                                 | * 2 cases were confirmed, and 1 was returned for re-trial. |
| Criminal .. ..              | 0                             | 3                           | 3      | 3*                | 0                       | 3      | 0                                 |  |
| Total ..                    | 0                             | 6                           | 6      | 4                 | 0                       | 4      | 2                                 |  |
| 1856.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil .. ..                 | 2                             | 1                           | 3      | 2                 | 0                       | 2      | 1                                 | * Rejected.<br>† Transferred to Agent's Court.             |
| Criminal .. ..              | 0                             | 2                           | 2      | 1*                | 1†                      | 2      | 0                                 |  |
| Total ..                    | 2                             | 3                           | 5      | 3                 | 1                       | 4      | 1                                 |  |
| <b>MISCELLANEOUS SUITS.</b> |                               |                             |        |                   |                         |        |                                   |  |
| 1854.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil . . . .               | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Criminal ... ..             | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Total ..                    | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| 1855.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil.. ..                  | 0                             | 1                           | 1      | 0                 | 1                       | 1      | 0                                 |  |
| Criminal .. ..              | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Total ...                   | 0                             | 1                           | 1      | 0                 | 1                       | 1      | 0                                 |  |
| 1856.                       |                               |                             |        |                   |                         |        |                                   |  |
| Civil.. ..                  | 0                             | 1                           | 1      | 1                 | 0                       | 1      | 0                                 |  |
| Criminal....                | 0                             | 0                           | 0      | 0                 | 0                       | 0      | 0                                 |  |
| Total .                     | 0                             | 1                           | 1      | 1                 | 0                       | 1      | 0                                 |  |

It will be observed that very few cases have been carried before the Appellate Authorities, which is attributable, I think, partly to the difficulty experienced in making appeals to the Courts at Gowhatty, which will be noticed presently.

63. Since Mr. Mill's visit in 1853, a considerable addition has been made to the Police Force of the district under the Orders of Government, dated the 3rd of August 1855, No. 1882. The Police Establishment at the sudder station has been strengthened, and two Police outposts have been established,—one at Nungklow on the Syllhet and Assam high road, the other at Jowaie, the principal village of the Jynteah Hill Territory. The latter station has been found particularly useful since May 1857 in watching the road to Assam and preventing dangerous characters from entering that province by that route. The increase of the Police certainly has been attended with much advantage. The Police duties of the district have been more efficiently performed, and the Nungklow and Jowaie outposts not only have been a great protection to Traders and Travellers, but have furnished much useful information regarding occurrences in those parts of the country, of which nothing would have been known under the former system.

64. The fiscal affairs of the district have improved very much since 1853, and much attention has been bestowed upon them by Mr. Principal Assistant Commissioner Hudson. The

\*Appendix No. 2.

| REVENUE. |        |          |        |           |        |
|----------|--------|----------|--------|-----------|--------|
| 1853-54. |        | 1857-58. |        | Increase. |        |
| Rs.      | As. P. | Rs.      | As. P. | Rs.       | As. P. |
| 1,047    | 5 11   | 23,023   | 2 5    | 21,975    | 12 6   |

accompanying Comparative Statement marked A.\* shows what the Revenue of the district was in 1853-54 and in 1857-58. The increase of the latter year amounts to Rupees 21,975-12-6 per annum.

65. This increase of Revenue has been derived chiefly from the rents of the Lime Quarries of the conquered Cossyah Villages and the Jynteah Hills, which, under the orders of Government of the 25th of August 1855, No 265, have been declared to be the property of the State, and have been let on lease to Mr. H. Inglis.

66. A House Tax, which yielded a Revenue of 542 Rupees for the year 1857-58 has been levied, with the sanction of the Governor General's Agent, for certain families of the Meekir tribe, who, with the view of escaping the House Tax levied from them in North Cachar, have emigrated from that district and settled at Oompoong and other places in the Jynteah Hills, not far from the Kopili River, which forms the boundary between North Cachar and the Jynteah Hill Territory. A Tax of 2 Rupees per house, which is the North Cachar rate, has been imposed upon these new settlers in the Jynteah Hills.

67. The Chieftain of the dependent State of Jeerung, who has extensive forests on the confines of Lower Assam, represented to the Principal Assistant Commissioner, that he found it impossible to realize his dues from the Wood-cutters of the Kamroop district, who cut his timber and would not pay for it. The Principal Assistant Commissioner, with the sanction of the Governor General's Agent, entered into a judicious arrangement with the Rajah, by which these forests were transferred to the Government, under an agreement that the Rajah was to receive a moiety of the rents obtained by the Government for them. These forests have been leased for the year 1857-58 by public auction at Gowhatty, by the Principal Assistant Commissioner of that district, at an annual rent of 305 Rupees,—one-half of which will be paid to the Rajah, and the other half credited to the Government.

68. When Rajah Sadhoo Sing, of Jeerung, waited on me, he told me that for many years he had been defrauded of his dues by the Assam Timber Merchants and Wood-cutters, and he expressed himself very well satisfied with the Principal Assistant Commissioner's arrangements, and seemed very grateful to that Gentleman for the increase of income which he had obtained by them.

69. In the rental of the conquered Cossyah village of Mamloo Poonjee,

| REVENUE. |     |          |     |           |
|----------|-----|----------|-----|-----------|
| 1853-54. |     | 1857-58. |     | Decrease. |
| Rs.      | As. | Rs.      | As. | Rs. As.   |
| 55       |     | 35       | 4   | 19 12     |

there has been a decrease of Rupees 19-12, which has been occasioned by several of the inhabitants having been carried off by Cholera during the year 1857-58. The rent is derived from a House Tax, which has three rates, *viz.* 1 Rupee, 12 Annas, and 8 Annas per house. All widows

and paupers are exempted from this tax, which appears to be very moderate and has been levied with discrimination and with a proper regard to the means of the people.

70. The Royalty levied from the Lakadong Coal Mines in the Jynteah

| ROYALTY. |        |       |        |            |
|----------|--------|-------|--------|------------|
| 1853.    |        | 1856. |        | Increase.  |
| Rs.      | As. P. | Rs.   | As. P. | Rs. As. P. |
| 62       | 13 3   | 205   | 6 9    | 142 9 6    |

Hills, which are at present worked by Messrs. W. Moran and Co., of Calcutta, has increased somewhat since the year 1853; but the existing arrangements are not, in my opinion, satisfactory, and it is my intention to suggest others in this Report.

71. Owing to the judicious management of Mr. C. K. Hudson, there

| SALE PROCEEDS OF TRIBUTE GOATS. |        |          |        |            |
|---------------------------------|--------|----------|--------|------------|
| 1853-54.                        |        | 1857-58. |        | Increase.  |
| Rs.                             | As. P. | Rs.      | As. P. | Rs. As. P. |
| 31                              | 3 0    | 129      | 13 6   | 98 10 6    |

has been a rather considerable increase in the amount realized by the sale of the Tribute Goats presented annually to the Government by the Dulloys and Village Chiefs and Elders of the Jynteah Hills. The animals have been disposed of by public auction under the personal superin-

tendance of the Principal Assistant Commissioner; formerly, I believe, the sales were entrusted to the Native Officers of the Court, and hence, in all probability, the difference in the amount realized.

72. The ground rents of the Building lands in the station of Cherra Poonjee have increased since the year 1853-54. In that year there were 8 lots paying an annual aggregate rent of 94 Rupees; in 1857-58 there were 13 Building lots which yielded an annual rent of 148 Rupees. These station lands are let for building purposes on leases of 99 years at the rate of 1 Rupee per beegah, agreeably to the Orders of Government, dated the 23rd of January 1832.

73. The boundaries of the Military Cantonments of Cherra Poonjee have only lately been defined according to Regulation XX. of 1810, and the occupied lands, which, after the Cantonment boundaries had been adjusted, fell beyond their limits, have been assessed by the Principal Assistant Commissioner under the orders in force, and this has occasioned the increase in the station ground rents above noticed.

| RENT OF FISHERIES. |              |              |
|--------------------|--------------|--------------|
| 1853-54.           | 1857-58.     | Increase.    |
| Rs.<br>150         | Rs.<br>1,453 | Rs.<br>1,303 |

74. Several large Fisheries, at the foot of the Jynteah Hills, which are annually leased to the highest bidders, have increased very considerably in value since the year 1853-54.

75. All the other items of Revenue remain about the same as they were in the year 1853-54.

76. The only Abkarree Revenue, except what is realized from the sale of a small quantity of Opium in the Military Bazaar at this station, is derived from the sale of Ganjah. In 1853-54 the Annual Revenue obtained from this source was Rs. 55-11-6; for the year 1857-58 it amounted to Rupees 66.

77. I found that for the last eight or ten years it had been the practice to grant a licence for the retail vend of Opium at this station exclusively to the person who contracted to supply the rations for the Jail. The license seems to have been given with the view of indemnifying the Contractor, by the profits of selling Opium, for any loss that he might sustain in supplying the rations. I directed the Principal Assistant Commissioner to discontinue this irregular practice, and to grant Opium licenses in conformity with the Circular Orders of the Board of Revenue.

78. No Opium is sold at the office of the Principal Assistant Commissioner. The licensed dealer procures whatever Opium he requires from the Sylhet Collectorate at the price current in that station. There is, in fact, very little demand for the drug in this district. The Cossyabs do not use it; the



only purchasers seem to be the Up-country and Assamese Sepoys of the Battalion, and the servants of the European residents at the station. Only one Opium license has been taken out during the current year.

79. On the margin will be found a Memorandum of the Receipts and Charges of the Cherra Poonjee district

| Years.   | Receipts. |     |    | Charges. |     |    |
|----------|-----------|-----|----|----------|-----|----|
|          | Rs.       | As. | P. | Rs.      | As. | P. |
| 1855-56. | 2,463     | 15  | 2  | 25,166   | 2   | 3  |
| 1856-57. | 21,006    | 15  | 3  | 27,977   | 1   | 7½ |
| 1857-58. | 21,448    | 8   | 2  | 24,272   | 8   | 4  |

for the years 1855-56, 1856-57 and 1857-58. The Receipts comprise the realized collections of each year on account of Land, Sayer, Abkarree and Miscellaneous Revenue. In the

column of Charges only the expenses of the Civil Department have been exhibited; all charges on account of the Civil Establishments, Roads, the Jail and all Civil contingent expenses have been included. The Post Office charges are not shown, because the Cherra Post Office is only a branch Post Office, subordinate to that of Sylhet, and all its expenses are defrayed from

the Sylhet Post Office. Among the charges are

some large items\* on account of the repairs of that portion of the Sylhet and Assam Road which passes through this district and of the Bridges and Staging Bungalows thereon. As this expensive Road was made for imperial purposes, perhaps

the charges incurred for its repairs ought not to be charged exclusively against this small District.

80. Among the Appendixes\* will be found a list of the Cossyah States and of the British possessions in the Cossyah and Jynteah Hills, in which has been given the names of the Chiefs, Village Sirdars and Elders who are in charge of, and are responsible for each State

and Dependency. On this list there are seven petty States, which are not in the list submitted with Mr. Mills' Report. These small Chieftainships were not known to the then Political Agent as distinct and separate villages, or were accidentally omitted from

the list furnished to Mr. Mills by Lieutenant-Colonel Lister. The Principal Assistant Commissioner has informed me that very little is known about the petty States which lie to the West and North-western side of these Hills, and that it is not at all unlikely that there may still be other villages existing as separate communities which have escaped the notice of the Authorities. It certainly is astonishing how much ignorance there is regarding the interior of these Hills, which have been for so long under the charge of British Officers.

81. An authentic English translation\* of all the treaties, agreements and engagements between the British Government and the Cossyah Chiefs, Village Sirdars and Elders,

\* Appendix No. 3.

- | Years.  | Road Charges. |     |    |
|---------|---------------|-----|----|
| *       | Rs.           | As. | P. |
| 1855-56 | 3,438         | 15  | 3  |
| 1856-57 | 3,860         | 8   | 0  |
| 1857-58 | 2,066         | 7   | 4  |
- 1.—Nobo Sopho.
  - 2.—Lyksom Poonjee.
  - 3.—Mowsenram.
  - 4.—Mowloon Poonjee.
  - 5.—Longkhom Poonjee.
  - 6.—Seenai Poonjee.
  - 7.—Byrung Poonjee.

\* Appendix No. 4 to 4 X.

that can now be found, will be submitted herewith; but there seems to be good grounds for supposing that agreements which are not now forthcoming have been executed by some of the other villages, for it appears from the English correspondence in the Principal Assistant Commissioner's Office, that the people of the Mowyang district made their submission on the 24th of June 1829 to the Officer Commanding the Troops at Myrung, and that the inhabitants of the small district of Dowarra Notoormen, on the 5th of January 1833, executed a written acknowledgment of the supremacy of the British Government. Neither of these documents can now be found among the records of the Principal Assistant Commissioner's Office.

82. The relations between the British Government and the Cossyah Chiefs, Village Sirdars and Elders have never been formally defined. In order to prevent any future misunderstanding, this should be done without delay, and in such a manner that these rude and wild people may be able thoroughly to understand what is required of them.

83. The five States named on the margin are commonly called the "Semi independent States," and their Chieftains have always been permitted to exercise, with the aid of their Village Counsellors, Sirdars and Elders, sole Civil and Criminal jurisdiction in their respective districts over their own people in all matters pertaining exclusively to them. It is tacitly understood and acknowledged by these Chieftains, that they are bound to administer public affairs in accordance with the ancient and established usages of their districts, to keep their people quiet and contented, and to obey, without demur, all the mandates of the British Government.

- 1.—Cherra Poonjee.
- 2.—Khyrim.
- 3.—Nusteng.
- 4.—Langree.
- 5.—Nuspoong.

84. All cases of every description in which the subjects of the British Government, or the inhabitants of two different States, are concerned, have been invariably brought into the Cherra Court, and adjudicated by the British Authorities at that station.

85. The Chiefs of these States have always been required to deliver up, on the demand of the Cherra Authorities, all persons charged with offences committed in the British Territories, who have taken refuge in these Hill States. Since the British power became dominant in this part of the country, there has been, I believe, only one instance of recusancy to a requisition of this kind. In the year 1849 Rajah Sing Manick, of Khyrim, having refused to deliver up some of his people who had committed a criminal offence in the Jynteah Hill Territory, a Military Detachment was sent against him to enforce obedience to the Political Agent's orders, and the Rajah was compelled not only to produce the accused parties, but to pay the expenses of the expedition sent against him.

86. It has not been the practice for the British Government to deliver up to these Cossyah Chiefs persons accused of crimes committed in their districts who have escaped into the British Territories, and I understand only one demand for extradition has been made by a Chief, and on that occasion the Principal Assistant Commissioner was directed by the Government to act in conformity with the provisions of Act VII. of 1854. The Rajah of Cherra Poonjee, however, refused to proceed with the case, and in consequence the refugee was not arrested.

87. The ancestors of only one of these Semi-independent Chieftains have entered into formal engagements with the British Government. Dewan Sing, Rajah of Cherra Poonjee, his Ministerial Officers and other inhabitants of Cherra Poonjee, entered into an agreement\* with the Governor General's Agent, Mr. David Scott, on the 10th of September 1829.

\* Appendix No. 4.

88. The only agreement in which the British Government has pledged itself to any of the Cossyah Chiefs is the one above alluded to, made, by Mr. David Scott and the Cherra Rajah and his subordinates, on the 10th of September 1829. In that agreement the Governor General's Agent promised, on the part of his Government, that if the Rajah faithfully fulfilled the conditions of that agreement, his territory would be "properly protected" by the Government, and if any quarrels arose between him and other Chiefs, the Government would undertake the settlement of the disputes.

89. The Chiefs of Khyrim, Nusteng, Lungree and Nuspoong have never entered into any written engagements with the Government, apparently because they were not required to do so; but they are in fact under the protection and authority of the Government, and it has been the invariable practice for many years to treat them in every respect in the same manner as the Cherra Rajah is treated.

90. The minor States, which are twenty in number, are known by the name of the "Dependent States." Under the Orders of the Home Government, the district of Nungklow, which is at present under the administration of the Principal Assistant Commissioner in charge of the Cossyah and Jynteah Hills, is to be placed again under a Native Ruler. In the nineteen other districts the Chiefs and their "Muntrees," the Village Sirdars and Elders, are permitted to investigate and decide all Civil and Criminal cases, in which all parties concerned are their own people, with the exception of cases

- 1.—Nungklow and Lykenso.
- 2.—Moleem.
- 3.—Murriow.
- 4.—Ramrye and Mowlio.
- 5.—Cheyla.
- 6.—Dowarrah Notoormen (2 Poonjees.)
- 7.—Mowsenram.
- 8.—Mowdun Poonjee.
- 9.—Mahram.
- 10.—Mullai Chummut.
- 11.—Bhawul.
- 12.—Seenai Poonjee.
- 13.—Longkhom Poonjee.
- 14.—Mowyang.
- 15.—Nobo-Sopho.
- 16.—Jeerung.
- 17.—Syung.
- 18.—Moffong Poonjee.
- 19.—Mowlong Poonjee.
- 20.—Lyksom Poonjee.

of murder, homicide, and accidental deaths. Under the orders in force, the Village Authorities are bound to report at once, to the Principal Assistant Commissioner, these three kinds of cases, which are investigated by the Government Police, and are disposed of by the Cherra Poonjee Court.

91. All cases of every description in which British subjects are concerned, or in which all the parties are not inhabitants of the same state, are reserved for the decision of the British Authorities. These dependent Chiefs are bound to produce forthwith, on demand, to the Cherra Authorities, all refugees, criminals and accused persons, and to obey all orders that may be sent to them, from time to time, by the Principal Assistant Commissioner. In short, they conduct the affairs of their respective districts in strict subordination to the Government.

92. The Chiefs and people of the dependent States, numbered from 1 to 13 inclusive, have at different times fought against and have been conquered by British Troops; but their possessions were restored to them in the years 1829 and 1830, at the cessation of hostilities, and after they had given written acknowledgments of submission to the British Government. I have already mentioned that the ikrarnamah given by the Sirdar and people of Dowarrah Notoormen cannot be found.

93. The Ramrye Cossyals, after having given a written agreement of submission in 1829, again broke out into open rebellion in the year 1831; they murdered their Rajah Zubbur Sing because he remained faithful to the British Government, and made a raid into the plains of Assam; they surprised and murdered the Police Officers at the Bungong Thannah, in the Kamroop district, and plundered several of the neighbouring villages. For this unprovoked and treacherous outrage the Ramrye country was invaded again and occupied for some months by British Troops. After the people had made their second submission, a fine of 4,000 Rupees was imposed upon them, which is still under liquidation by instalments of 100 Rupees per annum. This fine, I am told, is realized every year by a tax of 1 Rupee per house, which is levied from all the principal inhabitants of the district. The Ramrye Cossyals have been peaceful ever since; the murder of their Chief and the foray into Assam have not been forgotten.

94. Songraph, the Dholah, Rajah of Mahram after having made his submission, again rebelled against the Government in the year 1838. Troops were sent against him, and he was obliged to sue for peace. He was fined

\*Appendix No. 4 G. 2,000 Rupees, and executed a second agreement\* on the 13th of February 1839, acknowledging the British supremacy. He was allowed to adjudicate all cases belonging to his own people; but it was expressly stipulated that he was not to inflict capital punishment.

95. The Chiefs of the remaining seven small districts have never come into hostile collision with our Government, but have voluntarily and cheerfully submitted to our rule from the beginning. The Chief and People of Mowyang gave an ikrarnamah which, as I have above stated, cannot now be found among the Cherra Poonjee records. The Chief of

- 14.—Mowyang.
- 15.—Nobo Sopho.
- 16.—Jeerung.
- 17.—Syung.
- 18.—Moflong.
- 19.—Mowlong.
- 20.—Lyksom.

\* Appendix No. 4 Q.

Jeerung executed an agreement\* to make the customary repairs “of the bridges, roads, ghats and stockades, &c.” in his district; but the remaining five states have never given any written agreements, and have never been asked for any. The Chiefs of the petty States of Mowyang, Nobo Sopho and Jeerung, are styled “Rajahs” by themselves and their own people; but they are, in fact, persons of very inferior rank in every respect, and are not acknowledged as Rajahs by the neighbouring Chifes and Village Sirdars.

96. The four small districts of Syung, Moflong, Mowlong and Lyksom are under the charge of Village Sirdars and Elders, and are in practice entirely under the control of the British Authorities. The inhabitants of these villages are in the habit of reporting robberies and other crimes and offences to the Cherra Poonjee Police Station, and repair, of their own accord, to the Cherra Court to appeal against the decisions and orders of their Chiefs, and to have their cases and complaints investigated and decided by the Principal Assistant Commissioner.

97. The Chieftainships of these Semi-independent and Dependent States have always been considered, under certain restrictions, to be hereditary in all the Cossyah States with the exception of Cheyla Poonjee and Mowlong Poonjee, where the Bengal custom of inheritance obtains. A deceased Cossyah Chieftain is succeeded by his brother, and if he has no brother by his eldest sister's eldest son, provided he is not considered disqualified for the office by the Village Durbar. Successions to these offices appear to have been regularly reported to the Principal Assistant Commissioner by the claimants, the deceased Chieftain's Muntrees and Officers, and by the Sirdars and heads of villages; but only successions to the Cherra Raj have been reported to the Government.

98. The practice of the Principal Assistant Commissioner's Office in regard to successions to the Chieftainships of Dependent States is, that when a claimant appears and represents himself to be the heir of a deceased Chief, he is required to prove his right, and when the Principal Assistant Commissioner is satisfied on that point, a proclamation is issued to all the inhabitants, desiring them to state whether they object to the succession of the claimant. If objections are raised, the inhabitants are called upon to vote whether they will or will not have him for their Chief. If the candidate obtains a majority of the votes, he is considered duly elected; but if not, the people are allowed

to elect any other member of the late Chieftain's family, who may be eligible according to the customs of the Cossyahs. Whoever is elected by the community is confirmed in the Chieftainship by an order of the Principal Assistant Commissioner, unless there be some grave personal or political objection to him. An appeal from the Principal Assistant Commissioner's decisions in these matters would, of course, lie to the Governor General's Agent, North East Frontier; but I believe there has been no disputed succession since Mr. Principal Assistant Commissioner Hudson has held office here.

- 1.—The Station of Cherra Poonjee.
- 2.—Moosmye Poonjee.
- 3.—Mamloo Poonjee.
- 4.—Soopar Poonjee.
- 5.—Byrung Poonjee.
- 6.—The Jynteah Hill Territory.

99. The British possessions in the Cossyah and Jynteah Hills are specified in the margin. In the administration of these villages the Government has the right of interference in any manner it may think fit.

100. The station of Cherra Poonjee contains an area of 1011 acres, 3 roods. These lands were ceded to the British Government, in the years 1829 and 1830, by the Rajah of Cherra Poonjee, on the condition that an equal quantity of land should be given to him in the plains of Sylhet. These plain lands were finally made over to the Rajah on the 22nd of March last by the Officiating Collector of Sylhet.

101. I have just been informed that some of the Pundooah Zumeendars have claimed a portion of the land in the Rajah's possession at Bholagunge as belonging to their Estates. As these lands have been in the possession of the Cherra family for many years, it is not likely that the Zumeendars will be able to establish their right to any portion of them in a Court of Justice; but in the event of their doing so, the Rajah will be entitled, I think, to receive from the Government other lands in lieu of any portion of the 46 bials of land at Bholagunge of which he may be deprived by a Decree of Court.

102. Moosmye Poonjee is a very picturesque village, on the high road from Cherra to the plains of Sylhet, and is about a mile from the station. It was conquered in the year 1829, when its Chief, Rajah Mookoond Sing, joined the rebel Chieftain, Teerut Sing, of Nungklow, in making war upon the British Government. As the village is contiguous to the high road and not far from the station, it was not considered expedient to restore it to its Native Ruler, who received a pension instead of his village. Moosmye Poonjee has remained a British possession ever since its conquest, and is at present under the charge of the Village Sirdars and Elders. No assessment or tax of any kind has been imposed upon the inhabitants, who, in lieu of paying taxes, keep in repair that part of the Sylhet and Assam high road which passes through their village.

103. Mamloo Poonjee, since the death of Rajah Jeedur Sing, of Nung-klow, has been exclusively under the charge of the Village Sirdars. Since Mr. Mills' visit in 1853, the House tax of This village, as I have already mentioned, has been readjusted and considerably reduced.

104. The Soopar Poonjee District, which was conquered in the year 1829, appears to have been under the charge of the Village Sirdars and Elders since 1837. Before that time, since the conquest, the district had been placed by the Governor General's Agent under the authority of a member of the family of the Rajah of Cherra Poonjee, because the people were turbulent and given to free-booting, and the Sirdars and Elders could not be trusted.

105. Byrung Poonjee was conquered in the year 1829, and its last Rajah, Sook Sing, was killed in opposing the British Troops. Mr. David Scott, apparently as a temporary arrangement, placed this district under the charge of the Cherra Poonjee Chieftain, who was desired to treat the inhabitants in the same manner as he treated his own people. After Mr. Scott's death this matter appears to have been entirely overlooked by the Cherra Authorities, and the Cherra Rajah has remained in possession of Byrung Poonjee ever since, and has exercised therein sole Civil and Criminal jurisdiction. A separate Report will be submitted on this subject for the consideration of Government. I am aware of no reason why the Rajah should be permitted to retain possession of Byrung Poonjee any longer, for I think there can be no doubt that it is a British possession, although the present Rajah, at the instigation of certain unprincipled persons, has been endeavouring to make out that it is a part of the Cherra Poonjee Territory, which it is not. There is in this district a rather valuable Lime Quarry, which, for some time, has been a bone of contention between the Rajah and Mr. Inglis, and which seems to belong to the Government.

106. The Jynteah Hill Territory became a British possession in the year 1835, when the Ex-Rajah, Raj Indro Sing, resigned it and accepted a pension of 500 Rupees per mensem.

107. After these Hills came under the administration of British Officers, the villages were continued under the charge of the Dolloyes, who are nominated by the inhabitants of their respective villages, and are confirmed by the Principal Assistant Commissioner. These Dolloyes hold office for a period of three years, after the expiration of which, another general election or rather nomination of Dolloyes takes place; the electors are allowed entire freedom of choice, and their nominees are never rejected by the Cherra Authorities, unless they are in some manner notoriously disqualified for the office. The detached villages of "Paunch Poonjee" and other villages bordering on

the plains of Sylhet, are under the management of Head-men, whose offices are considered hereditary.

108. No taxation has yet been imposed upon the inhabitants of the Jynteah Hills; but the Dolloyes and Sirdars of each village present annually to the Government, according to ancient custom, a he-goat in token of their submission. There are some extensive Lime beds at the Southern base of the Hills, which are let on lease by Government to Mr. Inglis, at an annual rent of Rupees 17,700. There are also some valuable Fisheries, which, in the year 1857-58, yielded a rental of Rupees 2,133.

109. In the station of Cherra Poonjee all civil and criminal affairs are conducted by the Principal Assistant Commissioner under the Assam Rules, and all cases of every kind are investigated and disposed of by that Officer.

110. The Sirdars and Elders of the conquered villages of Moosmye, Mamloo and Soopar, are permitted to decide all petty civil and criminal cases according to their village usages. All heinous offences are investigated by the Cherra Police, and decided by the Principal Assistant Commissioner, who tries all civil suits that are not cognizable by the Village Authorities. The petty civil and criminal powers of these Village Sirdars and Elders have not been in any way defined; but it is very necessary that this should be done without delay. Definition in writing will not be sufficient; but the Principal Assistant Commissioner ought to explain, personally and very carefully, to the Village Authorities what their powers are, and they ought to be examined by him, from time to time, to ascertain that they have not forgotten what has been taught them. The Principal Assistant Commissioner hears appeals from the decisions and orders of these Village Head-men, and all parties, who prefer to resort, in the first instance, to his Court, for civil and criminal justice, are at liberty to do so, and have their cases decided at once by that Officer.

111. The affairs of the village of Byrung, as I have before observed, are administered by the Rajah of Cherra Poonjee, under a temporary arrangement made with him by the late Mr. David Scott.

112. The Dolloyes, Sirdars and other Head-men of the villages of the Jynteah Hill Territory are permitted to decide, in open Durbar, according to the customs of their country, civil suits of a value not exceeding 50 Rupees, and all petty criminal cases in which only their own people are concerned.

113. All civil suits of a value exceeding Rupees 50, and all heinous offences and other criminal cases not within the jurisdiction of the Village Chiefs, are disposed of by the Principal Assistant Commissioner. All



serious offences against life and property are reported by the Dolloyes and Village Chiefs to the Police Station at Jowaie, and the usual inquiries are made by the Police Officer in charge of that outpost. An appeal from all the decisions and orders of the Dolloyes and other Village Head-men, lies to the Principal Assistant Commissioner, and those persons who do not wish to have their cases investigated and decided by the Village Authorities, are at liberty to bring them into the Principal Assistant Commissioner's Court, and to have them decided by that Officer.

114. It may not be out of place here to observe that, with the exception of the Cheyla Wahadadars, the Cossyah Village Chiefs make no record of their judicial proceedings, decisions, and orders; when, therefore, appeals are preferred against them to the Principal Assistant Commissioner, the cases are always re-investigated, *de novo*, by that Officer.

115. With reference to the Orders contained in the 8th para. of your letter, directing me to consider whether it might not be desirable to unite North and South Cachar, the Cherra Poonjee district, and perhaps the superintendence of the Garrow tribes under one controlling authority, I have the honor to represent that, after making inquiries from all public Officers and others who are likely to have useful information on this subject, I have arrived at the conclusion that there are almost insuperable objections to the union of these three districts under one Divisional Chief, residing ordinarily at Cherra Poonjee, or indeed at the sudder station of either of the two other districts.

116. The South Cachar districts may be considered almost in the light of a sub-division of the Sylhet district, so closely are the inhabitants of both districts connected with each other in trade and social habits and customs. The existing official arrangements seem hitherto to have given general satisfaction for many years both to the Native inhabitants and European resident Tea Planters; and I think that a transfer of the appellate jurisdiction from the Commissioner of Dacca and the Judge of Sylhet to a Commissioner and Political Agent, with his Head Quarters at Cherra Poonjee, would be very disagreeable to all classes of the people. They do not complain of the existing system, and there is no necessity, in my opinion, to alter it.

117. I consider that no advantage would be gained by transferring the district of North Cachar from the Assam Commissionership to a controlling authority residing at Cherra Poonjee.

118. Colonel Jenkins is of opinion that "the Hill portion of North Cachar" might be "annexed to Cherra without much inconvenience, provided the Southern Mouzahs that composed the old district of Dharum-

“pore were again attached to the Nowgong division, from which they were lately separated,” together with the small Mouzahs of Tuleram’s country “bordering on the Jumoonah River.”

Major Butler, the Deputy Commissioner of Assam, observes that, if the system at present in force be deemed objectionable, he “would suggest that North Cachar be re-annexed to Nowgong, and placed under the control of the Principal Assistant Commissioner of that division.”

119. The distance between Cherra Poonjee and Assaloo *vid* Silchar, is about 150 miles, and by the direct route about 105 miles. The direct communication, however, between these stations is difficult at all seasons of the year; the greater part of the road, or rather the foot path, runs through the densest uninhabited jungles, which, during eight months of the year, are exceedingly insalubrious, so much so, that the road may be said to be open only during four months of the dry season. The distance from Assaloo to Nowgong is about 120 miles, and to Gowhatty *vid* Nowgong, above 200 miles. The great bulk of the population of the North Cachar district is located in the tract of country in the Plains, which was transferred from the Nowgong to the North Cachar district in the year 1853. Almost the whole of the North Cachar trade is, I understand, in the hands of the Nowgong Merchants. There is always a water communication between that part of the Plains and Nowgong and Gowhatty, and it would be a positive injury to the largest and most thriving portion of the people of the district to compel them to carry their complaints and appeals against the Local Authority across the Hills to Cherra Poonjee. The district of North Cachar, in my humble judgment, ought to remain, as it is, attached to the Province of Assam.

120. I think that the superintendence of the Garrow tribes cannot be usefully placed under a controlling authority residing at Cherra Poonjee. The tribes inhabiting the Eastern or Cossyah side of the Garrow Mountains are said to be much more fierce and intractable than those which are found on the Western side of those Hills. There is no road of any kind from this side into the Garrow Hills, and the Garrows will not permit strangers to enter their country. There appears to be little or no communication between the Eastern Garrows and their Cossyah neighbours. All the barter trade of the Garrows is carried on with the inhabitants of the Plains in the districts of Gowalparah and Mymensing, and the sanguinary inroads, which the Garrows occasionally make into the border villages of those districts, are unknown on this side of their Hills. I am satisfied that no authority residing at Cherra Poonjee could have any real control over the tribes inhabiting the Garrow Hills. The Principal Assistant Commissioner at Gowalparah and the Magistrate of Mymensing are the local functionaries to whom we must always

look for the maintenance of tranquillity and good order among the Garrow tribes, and these Officers could not be placed, with any advantage, under an authority residing at Cherra Poonjee. The Garrow Hills, I think, had better be left as they are. The Principal Assistant Commissioner at Gowalparah has managed those tribes with some success for several years; and to me it seems extremely doubtful whether any alteration of system, under existing circumstances, would be productive of improvement.

121. I am not quite satisfied that the system of administering the affairs of these Hills through the agency of an Assistant attached to the Assam Commission has, as yet, received a fair trial. Mr. C. K. Hudson is a laborious, upright, and very meritorious public servant, and I desire to say nothing to his disparagement in the least degree; but in my judgment it was not altogether judicious to select an Uncovenanted Officer, who had hitherto held for so long only a subordinate position in the Assam Commission, to inaugurate the new system here, and to succeed a Military Officer of rank, who had exercised the supreme Military and Civil authority in these Hills for so many years.

122. These wild Mountaineers respect and stand in awe of the visible emblems of Military power; but they have yet to learn the ready obedience which more civilized races cheerfully yield to purely Civil authority. I think that the result would have been more satisfactory had a Military Officer, belonging to the Assam Commission, been appointed to the charge of this district on the retirement of Colonel Lister, when the Civil functions were separated from the Military Command. Had a Military Officer been in charge of the district, probably the disgraceful occurrences at Cheyla Poonjee in October 1856 would not have taken place; or at all events the perpetrators of them would not, I think, have escaped punishment. I would recommend that, as long as this Hill Territory remains attached to the province of Assam, it should always be under the charge of one of the Commissioner's Military Assistants, an Officer of standing and experience.

123. If the Cherra Poonjee district is to remain under the control of the Assam Commissioner, some alteration in the system of appeal seems to be necessary. To appeal against the decisions and orders of the Principal Assistant Commissioner in charge of the Cossyah and Jynteah Hills is now a matter of much difficulty and some danger. The Courts of Assam are at Gowhaty which is about 100 miles from Cherra Poonjee. The road across the mountains is difficult at all times, and during about seven or eight months\* of the year cannot be traversed without considerable risk on account of the excessive insalubrity of the lower range of Hills on the Assam side, which are impregnated with malaria.

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\* From April to the middle of November.

124. The difficulty of appeal is a very general, and, in my opinion, a reasonable complaint. After many inquiries and much consideration, I am unable to discover any other remedy than that recommended by Mr. Mills, who proposed "to place the Cherra Courts, in regard to appeals in all civil and criminal matters, under the control of the Civil and Sessions Judge of Sylhet." The judicial appeals which now go before the Deputy Commissioner of Assam might be made, I think, with advantage, to the Civil and Sessions Judge of Sylhet, who should be enjoined to conduct his proceedings in these cases in conformity with the Assam Rules.

125. It is desirable, in my opinion, to give to the Judge the power to direct the Principal Assistant Commissioner to commit, for regular trial, before him, any cases that may have been sent up to him for orders under the 6th Clause of the second Section of the Assam Criminal Rules. Of course this power ought to be exercised very sparingly, because frequent attendances at Sylhet would be extremely inconvenient and disagreeable to the Hill people; but cases of the gravest kind may be sent up under the Section above cited, in which it may be absolutely necessary for the ends of justice that the Judge should have the parties and their witnesses before him.

126. In the Cherra Poonjee district, as there is no Junior Assistant, Sub-Assistant, or Sudder Ameen to conduct the preliminary proceedings required by Clause 1, Section 2 of the Assam Criminal Rules, the Principal Assistant Commissioner, who holds the trial under the 4th Clause of that Section, is necessitated to make all the preliminary inquiries also, and this mode of procedure, Mr Principal Assistant Commissioner Hudson says, does not admit "of so fair a chance of justice being obtained by the prisoners, as they would have if they were tried on commitment by a separate Judge."

127. If the Principal Assistant Commissioner be a careful and experienced Officer, the prisoners are not, I think, likely to be disadvantaged by their cases being investigated *ab initio* by the superior Officer; but in a district thus circumstanced, additional precautions are not altogether supererogatory, and it is all the more necessary that the Judge should possess the power of calling the parties before him in exceptional cases, when he considers it expedient so to do. The Deputy Commissioner of Chota Nagpore has this power, and the practice, I believe, has been found to work very satisfactorily.

128. The Commissioner of Assam has intimated to me that he sees "no objections to the judicial appeals from the Assistant at Cherra being heard by the Civil and Sessions Judge of Sylhet"; neither does he see any

objection to the revenue and police appeals, which now lie to his Court, being transferred to the same functionary.

129. There is, however, this difficulty in transferring all these judicial appeals to the Judge of Sylhet, which requires consideration. The Cossyals on the Assam side of Nungklow, and the inhabitants of the lower Hills in the Gowhatty direction, who are chiefly Meekirs and Garrows, have considerable intercourse and a rather extensive trade in Hill produce, with the people of the Kamroop district. To these persons it would, of course, be much more convenient to resort for appellate justice to the Assam Courts than to the Judge of Sylhet; and Colonel Jenkins thinks that if any change of the existing system of appeal be deemed requisite, the boundary between the Cossyah Hills and the Kamroop district should be so defined "as to annex to Kamroop as large an extent of the lower Hills "as possible."

130. No doubt the boundaries of the Kamroop district and the Cossyah and Jynteah Hills require to be carefully and scientifically defined; but this, in all probability, will be a work of some time; and as it appears very desirable, in case any alteration in the system of appeal is made, that the inhabitants of the lower Hills on the Assam side should not be sent to the Sylhet Court, it will not be difficult, I imagine, to arrange matters, so that the appeals from that part of the country should go as at present, to the Assam Courts, and those belonging to the remaining part of the district, to Sylhet. I am not aware of any serious objection to this division of appellate jurisdiction. There are, I believe, several sub-divisions in the Regulation Provinces in which the sub-division Officer is subordinate to more than one Sessions Judge.

131. The Civil and Sessions Judge of Sylhet has stated that he is not aware of any objection to the transfer of the Cherra appeals, from the Court of the Deputy Commissioner of Assam to his Court.

132. It is, I think, unnecessary to make any alteration in the system of appeals from the decisions and orders of the Principal Assistant Commissioner in the revenue, police, and political departments. I would recommend that these appeals be made, as at present, to the Governor General's Agent and Commissioner of Assam. There are ordinarily very few cases of these classes, and it is not desirable that the Judge of Sylhet should have any control over them.

133. I beg to represent that it appears to me, after the fullest consideration, that the most advantageous course will be to revert to the mode of administration that was in force for so long under Colonel Lister. It is,

I think, very desirable that the Military Command should be reunited to the Civil functions of the district.

134. I would place the chief civil authority in the hands of the Commandant of the Sylhet Light Infantry Battalion, and would make his Second in Command the district Officer. "Superintendent of the Cossyah and Jyuteah Hill Territory" might be an appropriate official designation for the former Officer, and his subordinate might be styled "Assistant to the Superintendent."

135. I would propose that the Superintendent of these Hills should exercise therein all the powers and functions of a Commissioner of Revenue and Circuit, a Civil and Sessions Judge, and a Political Agent, and I would recommend that all appeals from his decisions and orders, in every department, should lie, not to the Sudder Court and Board of Revenue, but direct to the Government of Bengal; in short, that he should exercise in this territory precisely the same powers and functions as are exercised by the Commissioner of Chota Nagpore in the Tributary Mehals of the South West Frontier division. That simple and rational system has been found to work well among the wild and excitable races that are found in that vast and remote tract of country, and I see no reason why it should not be equally successful among these semi-civilized Mountaineers.

136. The Second in Command and Assistant to the Superintendent should have charge of the district as district Officer, and should exercise, in subordination to the Superintendent, the powers of a Principal Assistant of the Assam Commission. With a few alterations, the Assam Civil and Criminal Rules might be made applicable to the administration of public affairs in these Hills by a Superintendent and his Assistant; and till this can be done, these Officers ought to be guided, as much as possible, by the Assam Rules which are in force here now. It is desirable that there should be no hasty or unnecessary change in the mode of administering affairs in these Hills, for these Mountaineers are very suspicious and easily alarmed.

137. I may remark that the former mode of administration by a Military Political Agent and a Military Assistant fail to give satisfaction to the Government and the people apparently not on account of any defect in the system, but because of the very intimate connection that subsisted between the Political Agent and his son-in-law Mr. Henry Inglis, who then held in his hands almost the whole of the trade of these Hills. So omnipotent was Mr. Inglis' influence with the Cherra Authorities universally supposed to be, that in every case in which that gentleman was concerned the Cherra Court never obtained any credit with the public for impartiality, and English Traders fled the country rather than encounter the risk of their decisions. It is certain that at that time a root and branch change of administration was

most urgently required in order to convince the inhabitants of these Hills that the Government wished and intended them to receive pure and impartial justice. It was not, however, the system that was at fault, but the administrators of it were entirely in a false position, and however just and unimpeachable their official acts and proceedings might have been, they would never have inspired confidence or given satisfaction to the people. I can discover no reason why the Civil and Military functions should not be reunited; their union is undoubtedly a source of strength not only to the Civil but also to the Military power.

138. If the former system is to be reverted to, I would propose

| * PRESENT CHARGES.  |                        | PROPOSED CHARGES.  |               |
|---|------------------------|--|---------------|
| 1.<br>Office.   | 2.<br>Charge.          | 3.<br>Office.  | 4.<br>Charge. |
| Commandant of Sylhet Light Infantry Battalion, being a Major. Military Pay and Allowances ..... | Rs. A. P.<br>1,239 3 0 | Superintendent of Cossyah and Jynteah Hills, and Commandant of Sylhet Light Infantry Battalion ... | Rs.<br>1,600  |
| Second in Command of Sylhet Light Infantry Battalion, Consolidated allowance.....               |                        | Assistant Superintendent and Second in Command of Sylhet Light Infantry Battalion .....            |               |
| Principal Assistant Commissioner's salary   |                        |  |               |
| Total, Rupees....   | 2,489 3 0              | Total Rupees.  | 2,350         |

that the Superintendent and Military Commandant should receive a consolidated salary of 1,600 Rupees per mensem, and the Assistant Superintendent and Second in Command a consolidated salary of 750 Rupees a month. If this scale of salary be adopted, there would be a monthly saving\* of about 139 Rupees in the present charges, when the Battalion is commanded by a Major, which it usually is.

Saving as per new system, Rs. 139-3-0, which will be required for strengthening the Establishments.

During the incumbency of Colonel Lister, the Political Agent received a Civil allowance of 400 Rupees per mensem, and his Assistant and Second in Command 150 Rupees a month, in addition to their Military pay and allowances. During the time Colonel Lister held the Political Agency, as a Lieutenant-Colonel, his aggregate monthly salary amounted to Rupees 1,882-4-0. †

|                                    |                   |
|------------------------------------|-------------------|
| † Military Pay and Allowances..... | Rs. As.<br>1482 4 |
| Political Agent's Salary .....     | 400 0             |
|                                    | <u>Rs. 1882 4</u> |

139. If the Civil and Military functions are to be again united, it will, of course, be necessary that the Superintendent and his Assistant should possess Civil as well as Military experience and qualifications, and in consequence it seems desirable that the patronage of these two appointments should be vested in the Supreme Government. I may add that it is above all things necessary that the Officers who are entrusted with power and authority in these Hills should be entirely free from pecuniary embarrassments. It may,

perhaps, be thought out of place to mention this here; but there are cogent reasons why the Officers who are to represent the Government at Cherra Poonjee should be thoroughly, and in every sense of the word, independent, which no public servant, who is not perfectly free from indebtedness, can be perhaps any where; but certainly not in these Hills, where there are temptations and trials, which in these days are seldom met with elsewhere.

140. With reference to your letter No. 138, of the 19th of January 1857, and to the 7th para. of your letter under reply, I beg to state that the appointment of an additional Officer to the Cherra Poonjee district is not, in my opinion, required just at present. The Home Government has been pleased to order the appointment of a Native Chief to the Raj of Nungklow, and therefore no additional arrangements or expenses are now requisite on account of that fine district. From the business returns herewith submitted, it will, I think, be apparent that the work of this district is very light, and that the services of an additional Assistant are not at present needed. The difficulty pointed out by the Commissioner of Assam of providing for the duties of this Hill station, when the Assistant in charge falls sick, by the deputation of an Assistant from Assam, no doubt exists, for during six or seven months of the year it is exceedingly dangerous for any European to cross the lower range of Hills on the Assam side; but the Hon'ble the Court of Directors will not authorize the permanent retention of an extra Officer to supply the place of his superior in case of absence or of illness, and I think the Government ought not to be asked to do so. In cases of emergency, when it may be absolutely necessary to relieve the Officer in charge of the Cossyah and Jynteah Hills without delay, the Assistant at Sylhet or at one of the neighbouring Bengal stations, can be deputed to Cherra Poonjee to take charge of the office till the Principal Assistant Commissioner is fit for duty, or till the Commissioner of Assam can make other arrangements for carrying on the duties. When the Hill route from Gowhatty to Cherra Poonjee is closed, an Assistant can be sent round by water in about twenty-five or thirty days.

141. Mr. Principal Assistant Commissioner Hudson has stated that he is unable to visit the interior of his district, because there is no person to whom he can make over charge of his Treasury and the current duties of his office at the sudder station. There never is much money in the Cherra Poonjee Treasury, and the current duties of the office are ordinarily trifling; and do not, in my opinion, require the continual presence of an Assistant at Cherra Poonjee. The treasure would be perfectly safe, during the Principal Assistant Commissioner's temporary absence, under the charge of the Military Guard, which is always on duty at his Treasury. The Assistant Commissioners of the South West Frontier Agency, before Sub-Assistants were attached to their divisions, were always in the habit of leaving their Treasuries



and sudder stations during the cold season for the purpose of making their Mofussil tours, and no Officer was left in charge of the stations. As no inconvenience resulted from that practice, I see no reason why the Principal Assistant Commissioner at Cherra Poonjee should not, in like manner, visit the interior of his district, when there is no Officer available to take charge of the station; any unexpected occurrence of importance might be dealt with by the Military Officer in Command of the station.

142. The Sudder and Mofussil establishments of the Principal Assistant Commissioner have been recently re-organized with the sanction\* of the Government without any additional expense; but several of the Native Officers are still under-paid, and some addition to the establishment will be necessary, provided any fiscal measures are to be introduced into the Jynteah Hills.

I submit Statement of the Establishment which the Principal Assistant Commissioner thinks is required for the efficient management of his district. A deduction of 15 Rupees per mensem is to be made from the monthly sum† total of the proposed establishment, because the Nungklow district is not to be brought under direct management. I believe the Principal Assistant Commissioner's Establishment is still insufficient for the increasing requirements of the office; but it is not advisable, in my opinion, to make any increase or alteration in it till the Government has decided whether the Military and Civil offices are to be reunited, and whether it is expedient to impose an assessment on the Jynteah Hills. When these questions have been determined, the Principal Assistant Commissioner's Establishment ought to be revised and placed on an efficient footing with reference to the quantity of work it will be expected to perform.

143. Mr. Principal Assistant Commissioner Hudson has represented to me, that the ordinary travelling allowance of Rupees 5 per diem is inadequate to cover the actual expences incurred by the district Officer whilst travelling on duty in these Hills. The camp equipage, in short every thing, has to be carried by Coolies, and the rates of portorage and other expenses of travelling are about double what they are in the plains. I have travelled in the interior of these Hills, and therefore know from experience that the travelling expenses of the district Officer, practising the strictest economy, must necessarily exceed very considerably the authorized allowance of Rupees 5 a day. The Junior Assistant Commissioner in charge of North Cachar is permitted, I believe, on account of the heavy expense of travelling in that district, to draw, in addition to his salary, a fixed travelling allowance of Rupees 250 a month for the whole year. Under these circumstances I venture to recommend that the Principal Assistant Commissioner in charge of the Cherra Poonjee district be allowed to draw a travelling allowance of Rupees 250 a month for the period during which he is actually absent from his sudder station on duty in the interior of his district.

\* No. 1598, dated 21st April 1858.

† Rs. 2,017-4-7.

## EDUCATION AND SCHOOLS.

144. Under the Orders\* of Government, an allowance of 50 Rupees per mensem has been granted to the Reverend Mr. Lewis, of the Cherra Poonjee "Free Church Presbyterian Mission, for the payment of teachers, the "purchase of books and stationery for the purpose of promoting secular "instruction among the inhabitants of the Cossyah and Jynteah Hills." The grant was made on the understanding that it might be withdrawn at any time, that the Schools should be at all times open to the inspection of the Officers of Government, and that the Reverend Mr. Lewis should submit to Government, through the Cherra Poonjee Civil Authority, "a Report of "his proceedings and of the manner in which the grant may have been expended."

145. Since the appointment of a Director General of Public Instruction,

| * Names of Schools.           | Average number of Pupils. |
|-------------------------------|---------------------------|
| 1. Nongsowlia Boys' School .. | 34                        |
| 2. Ditto Girls' School ..     | 20                        |
| 3. Moosmye .. .. .            | 8                         |
| 4. Mamloo .. .. .             | 6                         |
| 5. Cherra Poonjee .. .. .     | 26                        |
| 6. Cherra Station .. .. .     | 6                         |
| 7. Soopar .. .. .             | 5                         |
| 8. Nongwar .. .. .            | 10                        |
| 9. Nonkro .. .. .             | 7                         |
| 10. Nongreen .. .. .          | 10                        |
| Total .. .. .                 | 132                       |

these Missionary Schools have been placed under the Inspector of Schools of North East Bengal and Assam, to whom the Reverend Mr. Lewis makes quarterly Reports on their progress and condition. The last returns which have been sent to me show that there are ten\* Schools in these Hills, and the aggregate number of pupils attending them on the 30th of April last, was 132. I ought, however, to mention that the "Soopar" School appears to

have entirely failed lately. Provisions are exceedingly dear this year in that part of the country, and the people will no longer allow their children to attend the School, because they are obliged to send them to labor for their daily bread.

146. In all these Schools instruction is imparted in the Cossyah language. At the Cherra Poonjee Sudder Missionary School, which is called "Nongsowlia," there is a School both for Girls and Boys. In this and in two or three of the other Schools, English and Bengalee are taught; but the greater part of the instruction in all these Schools is given in the Vernacular language of the country.

147. The Reverend Mr. Lewis, and his coadjutor the Reverend Mr. Parry, are most zealous and indefatigable in their Missionary and Educational labors. Though their Schools have not a very promising appearance on paper, and the number of pupils is much smaller than was anticipated when the Schools were first established, yet I have no doubt that they are silently

and gradually, working a great deal of good." Wherever there is a School, it forms, as it were, a little nucleus of civilization : it attracts to it the more intelligent and inquiring of the inhabitants, some of whom may, perhaps, discover, from their intercourse with Christian Teachers, that there is something to be learnt that will better their worldly condition, and something that will profit them here and hereafter more than the breaking of eggs and the senseless worship of imaginary demons.

148. There certainly is, in Mr. Lewis' converts and pupils, a marked superiority over their untaught and unenlightened neighbours. The Cossyah converts, who are almost all drawn from the humbler classes of their countrymen, appear to be more trustworthy and better conducted than the generality of Native Christian converts who are to be met with in the vicinity of some of the Missionary stations in Bengal. It is very evident that Mr. Lewis, zealous and self-denying exertions have not been thrown away, and I am satisfied that the Cossyachs would be very much benefitted if the Government, by increasing the present small Educational Grant, would enable that Gentleman to widen the sphere of his labours and usefulness in these Hills.

149. Notwithstanding that the Reverend Mr. Lewis has very superior qualifications as a Christian and secular Teacher, and although these Missionary Schools have received full and judicious support from the Principal Assistant Commissioner in charge of the Cossyah and Jynteah Hills, it cannot be said that these Educational operations have proved successful. These Schools are not popular with the Cossyachs, and as yet have done but little towards breaking through their stupid and inveterate prejudices against Education, and indeed against all kinds of mental training and exertion.

150. Mr. W. Robinson, the Inspector of Schools, and Mr. Principal Assistant Commissioner Hudson, have informed me, that they are disposed to attribute the unfavorable results of this experiment, in a great measure, to the use of the Cossyah language and the Roman character in these institutions. They think that these Schools would have met with less opposition and greater success had instruction been given in the Bengalee language, and even had the Bengalee instead of the Roman character, been used in writing the Cossyah language. From the inquiries which I have made among the people, I incline to think that these Gentlemen have rightly indicated the cause of failure in the existing Education at scheme.

151. There are certainly great obstacles and objections to imparting instruction in the Cossyah language, and to the use of the Roman character in writing it. To instruct with efficiency in the Cossyah language, a Teacher

must be familiar with at least three different dialects, each of which is so dissimilar to the others that it may almost be called a distinct language. The Cherra Cossyachs cannot understand the people of Joowaie, and school-books prepared in the Cherra dialect, which has been adopted by the Missionaries, would be unintelligible to the inhabitants of Moflong, Myrung, Nungklow, and almost all the villages in the Jynteah Hills. Besides, I believe there are only two secular school-books\* in the Cossyah language; the other Cossyah books consist of two Catechisms, 32 Christian Hymns, and a translation of the four Gospels, the Acts of the Apostles, and of Hall's "Come to Jesus."

152. The whole trade of these Hills is carried on with the Bengallees of the Sylhet plains on the one side, and with the Assamese on the other. The Cossyachs require some knowledge of the Bengallee language and arithmetic to enable them to protect themselves against the keen knavery of Bengallee interpreters and agents, and the traders of the plains. I have repeatedly urged the Cossyah Chiefs, Sirdars, Elders and People to send their children to these Missionary Schools, and they have, in almost every instance, made the same reply. They said they would willingly do so, provided their children were instructed in Bengallee, and had the opportunity of acquiring such knowledge as would be useful to them in after life. I am strongly of opinion that the people of these Hills will derive no real and lasting benefit from any scholastic institutions which do not teach through the medium of the Bengallee language.

153. Messrs. Robinson and Hudson have represented that they consider it would be advantageous to establish a good Bengallee School at each of the places in these Hills where we have a Police station, *viz.*, Cherra Poonjee, Nungklow and Joowaie. The latter is, perhaps, the largest and most opulent village of the Jynteah Hills. I think it very desirable that some such experiment should be tried; but as the district of Nuangklow, under the recent orders of the Home Government, is to be placed again under a Native Ruler, and as Joowaie is too distant from the sudder station of Cherra Poonjee for efficient control over a scholastic establishment at that out-post, I would recommend that at first an experimental Bengallee School should be established only at Cherra Poonjee.

154. The Inspector of Schools has brought to my notice the extreme difficulty that is experienced in inducing the Cossyachs to send their children to School. At an early age they become useful to their parents, who are unwilling to forego their services to enable them to obtain instruction, the utility of which is not apparent to them. Mr. Robinson has proposed that a few small Stipendiary scholarships should be attached to each Bengallee School, with the view of inducing parents to cause the attendance of their children. He

thinks, and I agree with him, that a few pecuniary rewards of this kind, judiciously distributed, might be the means of attracting a considerable number of children to these Schools. The system of giving a small pecuniary subsistence allowance to the most deserving pupils has been tried at the Cole School at Chyebassah in the South West Frontier Agency, and has been found to answer remarkably well there. I believe that some arrangement of the same kind would prove equally advantageous in these Hills.

155. Mr. Robinson has proposed the under-mentioned establishment for a Bengalee School at Cherra Poonjee, which, in my opinion, is moderate, and will answer the purpose very well :—

ESTABLISHMENT.

|  |                     |
|--|---------------------|
| A Teacher on 15 Rupees a month .. .. .                                 | 15 Rupees.          |
| Two stipendiary Scholarships, at 5 Rupees<br>per mensem each .. .. .   | 10 „                |
| Three stipendiary Scholarships, at 3 Rupees<br>per mensem each .. .. . | 9 „                 |
| Eight stipendiary Scholarships, at 2 Rupees<br>per mensem each .. .. . | 16 „                |
| Servant .. .. .  | 5 „                 |
| Books and Stationery .. .. .   | 20 „                |
|  | Total .. 75 Rupees. |

This Cherra Poonjee Bengalee School should be open to all Classes of the Community; but the Scholarships ought to be reserved for the Cossyah pupils, and bestowed upon them according to merit.

156. If the Reverend Mr. Lewis would undertake the superintendence of this Bengalee School, it might, with great advantage, I think, be entrusted to his fostering care, for he has proved beyond question that he has the improvement and well-being of the Cossyah tribes much at heart, and he would, I feel assured, exert himself to the utmost to do justice to the Institution. If Mr. Lewis will take charge of the School, it would be necessary to make him an additional grant of Rupees 75 a month for this specific purpose, subject to the same conditions as those under which he at present receives the monthly grant of Rupees 50. If, however, Mr. Lewis should be disinclined to take upon himself the management of the Bengalee School, it might be placed under the superintendence of the Principal Assistant Commissioner, who should select a convenient site on the Government ground for a School-house, which will cost probably about Rupees 300.

157. If the Bengalee Experimental School at Cherra Poonjee prospers, a Bengalee School might afterwards be opened at Nungklow and Joowaie; if, however, the experiment, under European superintendence, fails at the sudder station, it is not likely to succeed elsewhere.

## "TRADE.

158. By far the greater portion of the trade of the Cossyah and Jynteah Hills is carried on with the people of the plains on the Southern or Sylhet side of the mountains.

159. The trade of the Cossyals with the Assamese is, for the most part a bartering trade, and is not by any means extensive. They take down, to the Assam markets, cotton, rude implements of husbandry manufactured from crude Hill iron by the Cossyah blacksmiths, yams grown on the flanks of the lower Hills, small quantities of potatoes, honey, bees' wax and other Hill produce, and they bring back, in exchange, salt, tobacco, molasses, dried fish, horned cattle, goats, pigs, poultry, cotton and silk cloths, and other trifling articles. The Exports and Imports are about equal in value, and are estimated at about 15,000 Rupees per annum.

160. I subjoin Tables, which have been very kindly prepared for me by Mr. Principal Assistant Commissioner Hudson, of the trade between this territory and the markets of the Bengal plains. It is not pretended that these Tables are very accurate, as they have been compiled, for the most part, from oral information obtained by cross-questioning numerous traders, many of whom are extremely ignorant and suspicious, and unable to give any correct or indeed intelligible account of their own trading transactions. Mr. Hudson, I know, has taken a great deal of trouble in searching for the best information, and it seems to me that these Returns may be accepted as a fair representation of the state of trade in these Hills.

TABLE OF EXPORTS.

| 1.                          | 2.                   | 3.                | 4.                                     |
|-----------------------------|----------------------|-------------------|--|
| Articles.                   | Quantities Exported. | Value of Exports. | Estimated Profits obtained on Exports. |
| Limestone .. .. .           | 17,00,000 Maunds.    | Rs. 3,06,000      | Rs. 1,02,000                           |
| Smelted Iron .. .. .        | 45,000 "             | " 67,500          | " 5,625                                |
| Coal .. .. .                | 25,000 "             | " 12,500          | " 3,125                                |
| Stick Lac .. .. .           | 600 "                | " 4,200           | " 600                                  |
| Honey .. .. .               | 200 "                | " 1,600           | " 200                                  |
| Bees' Wax .. .. .           | 20 "                 | " 700             | " 100                                  |
| Ivory .. .. .               | 6 "                  | " 750             | " 180                                  |
| Potatoes .. .. .            | 50,000 "             | " 1,25,000        | " 25,000                               |
| Cotton .. .. .              | 12,000 "             | " 42,000          | " 3,000                                |
| Caoutchouc .. .. .          | 1,000 "              | " 8,000           | " 1,000                                |
| Coarse Cinnamon .. .. .     | 1,000 "              | " 2,000           | " 250                                  |
| Bay Leaves (Tezpat) .. .. . | 2,000 "              | " 1,000           | " 250                                  |
| Oranges .. .. .             | 4,50,00,000          | " 78,750          | " 16,875                               |
| Betel Nuts .. .. .          | 3,00,00,000          | " 37,500          | " 9,375                                |
| Pawn Leaves .. .. .         | 10,00,00,000         | " 12,500          | " 3,125                                |
|                             | Total.....           | Rs. 7,00,000      | Rs. 1,70,705                           |

TABLE OF IMPORTS.

| 1.                           | 2.                   | 3.                | 4.                                     |
|------------------------------|----------------------|-------------------|--|
| Articles.                    | Quantities Imported. | Value of Imports. | Estimated Profits obtained on Imports. |
| Rice ... ..                  | 1,50,000 Maunds.     | Rs. 2,25,000      | Rs. 28,125                             |
| Salt .. .. .                 | 2,000 "              | " 10,000          | " 1,000                                |
| Oil.. .. .                   | 800 "                | " 8,000           | " 1,000                                |
| Tobacco .. .. .              | 1,000 "              | " 6,000           | " 750                                  |
| Ghee .. .. .                 | 100 "                | " 1,500           | " 150                                  |
| Treacle .. .. .              | 1,000 "              | " 4,000           | " 250                                  |
| Sugar .. .. .                | 500 "                | " 5,000           | " 750                                  |
| Dholl .. .. .                | 800 "                | " 2,000           | " 400                                  |
| Fresh and dried Fish .. .. . | .. .. .              | " 20,000          | " 3,000                                |
| Cloths of sorts .. .. .      | .. .. .              | " 25,000          | " 4,000                                |
| Cows and Oxen .. .. .        | .. .. .              | " 4,000           | " 500                                  |
| Pigs .. .. .                 | .. .. .              | " 10,000          | " 1,500                                |
| Goats .. .. .                | .. .. .              | " 2,500           | " 400                                  |
| Poultry .. .. .              | .. .. .              | " 8,000           | " 800                                  |
| Brass Pots and Pans .. .. .  | .. .. .              | " 5,000           | " 500                                  |
| Coral Beads .. .. .          | .. .. .              | " 2,000           | " 400                                  |
| Gold .. .. .                 | .. .. .              | " 4,000           | " 300                                  |
| Silver .. .. .               | .. .. .              | " 8,000           | " 500                                  |
|                              | Total...             | Rs. 3,50,000      | Rs. 44,325                             |

161. The total value of the Export trade of this territory to Bengal has been estimated, I think, fairly by Mr. Hudson at about seven lakhs of Rupees per annum, and this, I should say, is rather below than above the mark. The principal articles of Export are limestone, smelted iron, coal, potatoes, cotton, oranges, caoutchouc, betelnuts and pawn leaves.

#### LIMESTONE.

162. The average quantity of limestone annually quarried in this territory is about seventeen lakhs of maunds, of which about fifteen lakhs are quarried by the firm of Messrs. Inglis and Co., of Chattuck, and the remaining two lakhs by a Mr. Sarkies and a Mrs. Stark; the former, I believe, is an Armenian, the latter an East Indian lady. Some of the Quarries of the former are, I understand, worked in the name of a Native Gomashtha.

163. Herewith I have the honor to submit a list\* of the limestone tracts in the Cossyah and Jynteah Hills held by Mr. Inglis and other traders in limestone, under leases from the Government and the Cossyah Chiefs and Village Sirdars and Elders.

\* Appendix No. 6.

164. The limestone trade is carried on by a system of advances made to the men who quarry the stone, and the boatmen who bring it down in small canoes from the Quarries to the Depôts at Chattuck and Sonamungo.

Quarrying operations can be carried on only during the dry season, on account of the exceeding insalubrity of the places where most of the best Quarries are situated. When the Cholera happens to break out at the Quarries, the quarrymen immediately desert their work, disperse to their own villages, and will not return till they are convinced that the epidemic has disappeared. Such occurrences, which are not unfrequent, occasion considerable loss to the traders in limestone.

165. The limestone is sold chiefly to Native Merchants at Chattuck and Sonamunge, where it is burnt and manufactured into slacked lime, which is exported to Calcutta and all the principal marts in Bengal. Mr. Inglis has informed me that only about one-sixteenth part of the lime manufactured annually in the Sylhet district, is burnt at his depôt at Chattuck.

166. During the last three years the price of "Sylhet lime" seems to have risen from about 30 to 50 per cent. in Calcutta, and in most of the principal Bazars in Bengal. Messrs. Burn and Co., of Calcutta, the Railway Contractors, have pointed out the great inconvenience experienced from the deficient supply and very high prices of lime, and have informed me, that had not large quantities of "Gootia lime" been procurable at almost all the different places along the Railway line, the probability is that the price of lime would have risen to treble what it has been during the last three years.

167. The price of limestone at Chattuck and Sonamunge has risen, during the last three years, more than 50 per cent., and I am informed that for some time it has been readily sold at those depôts for 18 Rupees per 100 maunds.

168. Mr. Inglis has ascribed the rise in the price of lime during the last two years to the scarcity of freight, the enhanced price of labor, and the rent paid by him for the Government Quarries; but he says the chief cause of the rise of prices is the difficulty of obtaining freight. No doubt, for the last two years there has been very great difficulty in procuring boats for the exportation of lime from Chattuck and Sonamunge; but this does not cause the very great rise of price of limestone at these two depôts. The enhanced prices of limestone and lime have been, I believe, partly occasioned by the increased value of labor and the difficulty of procuring boats. Messrs. Burn and Co. have stated that "Messrs. Inglis and Co., of Sylhet, are the principal importers of chunam; they have been so long in the trade, and with so little opposition, that they at times can demand their own prices for lime; it is said to be a well-known fact that they will only prepare such quantities and dispose\* of as suits their own convenience in order to keep the market rates high." There is, I think, some foundation

\* Sic. in original.



for this statement. Messrs. Inglis and Co. have what is in fact the monopoly of the Sylhet limestone trade; the business is most lucrative; they can fix their own prices, and therefore there is but little inducement for them to extend their operations and to bring more limestone into the market. Mr. Inglis, however, has informed me, that he is "sanguine about carrying out certain projects to enable him to reduce the rates of limestone and lime materially." It is to be hoped that he will be able to carry out his projects for the benefit of the public.

169. It is very desirable that something should be done to render the supply of limestone and slacked lime more plentiful, and to reduce the prices thereof, if this can be effected without injustice to vested interests. The leases of three\* of the Government Quarries, which will expire on the 30th of April 1861, ought not to be renewed. These Quarries ought to be made over, at a moderate rent, to some energetic European speculator having a small capital, who is quite independent of Mr. Inglis, and would work them to the best advantage. These Quarries were put up to public competition in April 1856 and leased for five years to Mr. Inglis, who was the highest bidder for them; two of them are let for what may be termed fancy rents. Mr. Inglis, it is said, bid for them merely to keep other parties out of the market, and having the command of the lime market, and a large capital, he could, of course, afford to outbid any other speculator. There is not, I believe, any actual loss on these Quarries; but I am credibly informed that there is little or no profit. Mr. Inglis no doubt remunerates himself for the lack of profit in this direction by a proportionate increase in the price demanded for his limestone.

170. The unworked Lime Quarries,† which Mr. Inglis will resign to the Government under the recent orders,‡ ought to be advertised in the public prints, and leased, at moderate rents, to some trustworthy and energetic person, who has the means of carrying on the works, and has no connection with the firm of Inglis and Co. Search should be made for other lime-beds along the base of the southern side of the Hills. There seems to be a general impression among the Natives that if the base of the Hills was properly explored, other lime-beds would be discovered capable of being worked with profit.

171. Till a spirited competition in the lime trade can be established, it is vain to expect any considerable increase in the supply of lime from these Hills; neither is it likely that the article will be sold on more reasonable terms than at present.

\*1, Choon Cherra and Letting Cherra; 2, Morally Poonjee and Roowaie Poonjee; 3, Nonglamin Poonjee, &c.

† Mowdon, Bhawul, Mahram, Mowyoung.

‡ No. 1414, dated 16th June 1858.

## IRON.

172. The Cossyahs carry on a rather considerable trade in smelted iron with the inhabitants of the Sylhet district. According to Cossyah tradition, iron has been found and manufactured in these Hills from time immemorial. The Cossyah processes of extracting, washing and smelting the ore have been frequently and minutely described by Professor Oldham, Captain Yule and others. The ore is said to be of the best quality and most abundant in the Khyrim country, and the purest and most superior sort is found at "Nungkream" and "Nogundree" in that district. The iron trade is entirely in the hands of the Cossyahs. The petty traders wander about from village to village collecting the ore, and they purchase it at the markets of the interior, and take it down for sale to the bazars of the plains. A small quantity of iron articles, such as dows, kodals, spear and arrow heads are manufactured by the Cossyah smiths in the Hills; but the great bulk of the smelted iron is sent to the plains for sale in circular lumps of about 4 or 5 seers each. The best kinds of iron, however, are beaten into flat bars; the lump iron is called "Beera", the flat or bar iron "Petee"; the average price at Chattuck of the former is from 1 Rupee 4 Annas to 1 Rupee 6 Annas per maund, and of the latter from about 1 Rupee 10 Annas to 1 Rupee 12 Annas per maund.

173. The Cossyah iron is known to be of excellent quality for almost every purpose, and is preferred to English iron by the Bengalee blacksmiths, in consequence of its malleability, and being more easily worked; it is made into nails and fastenings for the timbers of boats, and is very much used by the native boat-builders of the Sylhet and the neighbouring districts.

174. The average quantity of iron exported every year from the Hills is probably about 50,000 maunds. Mr. Inglis has informed me that in his opinion from 50,000 to 60,000 maunds are carried down the Hill annually.

175. The Cossyah iron, when brought into the market, contains more than half dross, and it is this that renders the iron trade not a profitable one. The cost of carriage from the Hills to the plains is about 6 Annas per maund, and the carriage of the dross eats up the profits of the trade. The Cossyah traders affirm that they get an average profit of only 2 Annas per maund. This is perhaps something less than their actual gains; but the trade is not a thriving one, and though there is a considerable and increasing demand, the supply does not appear to augment. The iron of these Hills is undoubtedly good, and in some localities, for instance the Khyrim country, very abundant; coal, limestone and wood are found in contiguity to it. I know no reason why the iron trade should not yield very considerable profits, provided it be carried on in a scientific and economical manner.

## COAL.

176. The two principal coal mines in the Cossyah and Jynteah Hills are those at Cherra Poonjee and Lakadong, both of which belong to the Government, and are held under leases, revocable at the pleasure of Government, by Messrs. W. Moran and Co., of Calcutta, under the style of the "Sylhet Coal Company."

177. No coal has been quarried, I understand, at the Cherra mines for the last five years, and the Lakadong mines for some time have not been worked in a satisfactory manner. A proposition for altering the existing arrangements will be submitted in a subsequent paragraph. The coal of Cherra Poonjee and Lakadong is admitted to be of very superior quality, and some attempt, I think, ought to be made to bring it into the market again. Judging from what was done when the Cherra mines were worked under the superintendence of Colonel Lister and Mr. Inglis, I should say that these mines would yield a fair profit if placed in the hands of enterprising and skilful managers. The coal finds a ready sale at Dacca and elsewhere at 5 Annas per maund, and the average quantity exported into Bengal is about 25,000 maunds.

## POTATOES.

178. The potatoe was first introduced into these Hills in the year 1830 by the Governor General's Agent, Mr. David Scott, and it certainly has been the greatest boon that a British Ruler has conferred upon the Cossyah people. The potatoe trade, which is carried on entirely by the Cossyhs, is a very lucrative one. The average quantity of potatoes exported every year is about 50,000 maunds, and the average selling price at Bholagunge, the great mart at the foot of the Hills, is about 2 Rupees 8 Annas, and sometimes 3 Rupees per maund. Last year there was a considerable rise in the price of potatoes, owing, it is said, to the great influx of European Troops at the Presidency, and in consequence the potatoe cultivation has been increased very considerably this year. The season has been favorable, and the crop which was gathered in July last, is said to have yielded an out-turn of about 70,000 maunds.

179. The great bulk of the potatoes grown in these Hills is exported to the Calcutta market; but small supplies are sent to Sylhet, Mymensing, Dacca and all the neighbouring Bengal stations.

180. For the last six or seven years the potatoes have become very much deteriorated both in size and flavor, and Mr. Principal Assistant Commissioner Hudson has exerted himself very laudably in effecting an improvement by distributing seed to the Cossyhs. The deterioration is to be ascribed to the Cossyhs never changing their seed, and planting their potatoes on the

same ground for several consecutive years. The Californian potatoe seed has been tried, but without success; the potatoes were watery, and the merchants would not buy them. The Madras potatoes seem to be the kind best adapted for the soils of these Hills. The best potatoes are grown at "Nongkreem," in the Khyrim country; not only is their flavor better, but they are said to keep much longer than other potatoes.

181. The potatoe cultivation is increasing every year. Formerly it was confined chiefly to the central portion of these Hills, but it is now spreading over the Jynteah Hills on the East, and towards the Mahram country on the West. Something, I think, ought to be done to improve the potatoe crops of these Hills, and I think much might be effected towards that object if the Government would order 200 maunds of the best Madras potatoe seed to be procured and sent up to Cherra Poonjee for distribution to the Cossyah cultivators. They would, I am told, willingly pay the cost price of the seed, either in money or in kind, when they obtained their crops. I think it would be worth while to try this experiment, which might be made without subjecting the Government to any loss. The Government may perhaps be disposed to render this assistance, inasmuch as it is of the greatest importance to the prosperity of this part of the country, that the potatoe trade should be encouraged and extended as much as possible

### COTTON.

182. The cotton of the Cossyah and Jynteah Hills is of inferior quality. The staple is short and woolly. It is grown chiefly on the lower Hills on the Assam side, and in the direction of North Cachar. About 12,000 maunds are annually sent to the Sylhet markets, where an average price of 3 Rupees 8 Annas per maund is obtained for it. It is chiefly made into clothing for the poorer classes. The trade seems to have increased in a slight degree during the last few years; but as the soil of these Hills is not suitable for the cultivation of cotton, and the cost of carriage from the place of production to that of sale is very high, any considerable improvement in the cotton trade is not to be expected.

### ORANGES.

183. The most extensive and valuable orange groves are in the Cheyla Poonjee country, and about two-thirds of the entire annual produce of these Hills come from that district. There are also very productive orange groves in the villages named in the margin. The trade in oranges is entirely in the hands of Mr. Inglis, who holds leases of all the groves excepting those belonging to the small villages of Ootma, Oomwa and Abrah, which are not, I am told, of much value.

Bar Poonjee, Byrung Poonjee,  
Mallung, Leam, Lingteah, Ootma,  
Oomwa, Abrah.

184. The Calcutta market is chiefly supplied from the groves of Cheyla Poonjee and Bur Poonjee; the oranges of the other villages are more perishable and cannot be exported to a distance; they are, in consequence, sold in the bazaars of the neighbouring Bengal districts. The Cheyla Poonjee Cossyabs deliver their oranges to Mr. Inglis' establishment at Chattuck; to the other villages he is obliged to send his own boats and servants to collect the fruit. It is said that the oranges cost Mr. Inglis at Chattuck, all expenses included, from 1 Rupee to 1 Rupee 4 Annas per thousand; the average price at which they are sold to the dealers at Chattuck is about 1 Rupee 12 Annas per thousand.

185. The cultivation of oranges has increased very much of late years, and the quantity of fruit brought into the market is increasing considerably every year. The former prices, however, are still maintained. The demand exceeds the supply, and I believe that a much larger quantity of fruit would meet with a ready sale at very remunerative prices. About twenty years ago the average annual produce of Mr. Inglis' groves was about 110 lakhs; the out-turn of the season of 1857-58 amounted, I believe, to 452 lakhs.

186. The orange cultivation in these Hills is, I believe, capable of considerable extension, with a good prospect of very profitable returns. The valley of Mahram, on the banks of the Damaleeah, is said to be a locality well adapted for the cultivation of oranges, and it is probable that an intelligent and enterprising person would find no difficulty in forming gardens there, which in due season would not be inferior to the now celebrated groves of Cheyla Poonjee.

#### CAOUTCHOUC.

187. The trade in caoutchouc is not extensive; but the gum is said to be procurable in considerable quantities in the North Eastern valleys of the Khyrim country. The climate, however, is deadly there, and only the seasoned inhabitants of those parts can venture into the forests without the greatest danger. The Cossyabs are inexpert in tapping the tree and collecting the gum, and in consequence the caoutchouc is brought into the market in a very impure state, and is found mixed with the bark of the tree, earth, sand and other things. The Hill caoutchouc sells at Chattuck for about from 10 Rupees to 12 Rupees per maund. The largest quantity known to have been exported in one year was about 1,000 maunds. The supply is very uncertain and the quality of the article is not to be depended on. In order to procure any quantity, advances must be made to the Cossyabs for six months before the time of delivery, and of course there is always much risk in this system, for the Cossyabs of these days are not much more honest in their dealings than the inhabitants of the plains.

188. The Cossyaks carry on a small though rather lucrative trade with the Sylhet district in the articles mentioned on the margin. The Hill betel nuts and pawn leaves are highly esteemed by the Natives of the plains. Betel nuts, pawn leaves, stick lac, coarse cinnamon, ivory, honey, bees' wax. The average quantity of the former sent down into Sylhet is said to be about 300 lakhs, and the average price about 1 Rupee 4 Annas per thousand. About 1,000 lakhs of the latter are exported, and they are sold at about 2 Annas per thousand.

#### IMPORTS.

189. Rice, which is not cultivated on the Southern side of these Hills, is the principal import. All the rice that is consumed on this side of the Hills is brought up from the Sylhet district. The other chief articles of import from the plains are salt, oil, fish, cloth, cattle, pigs, poultry and other articles mentioned in the Table of Imports.

190. This, I think, will be the proper place to notice the representations which certain mercantile firms in Calcutta have made to the Government respecting the trade of these Hills. They have averred that their Agents, whilst endeavoring to engage in the trade and develop the resources of this part of the country, have met with much illegal and violent opposition from Mr. Henry Inglis, who has prevented them from participating in the lucrative commerce of these Hills, which he monopolizes for his own advantage, keeping the people, as it were, in a state of bondage, and not allowing them to better their wretched condition by dealing with parties from whom they can obtain higher prices for the commodities which they have to sell.

191. I incline to think that the respectable Gentlemen who submitted these memorials to the Government, must have been deceived by the representations of their local agents. Had they been aware of the actual state of the case, it is not likely that they would have made these statements. The only real impediment to the freedom of trade in these Hills of which I am aware, are the orders\* passed by Mr. Principal Assistant Commissioner Hudson in October 1856, regarding the entrance of aliens into the Cheyla Poonjee district. I have already directed attention to those orders, and expressed an opinion that they ought to be cancelled. With this exception there is not, within my knowledge, any written or unwritten prohibition against any person of any creed or color going for commercial or other purposes from one end of the Hills to the other. There can be no doubt that Messrs. Coleman, Haddan and Brownlow were grossly insulted and maltreated in the Cheyla district in October 1856; but these highly criminal outrages were, in my opinion, fortuitous and unpremeditated, and not, as has been disingenuously represented, a part of an organized system of

\* See paras. 22 and 23.

violence and oppression, which Mr Inglis has been in the habit of exercising against every person who has endeavored to establish himself in trade in these Hills.

192. Mr. Inglis no doubt possesses very powerful influence over the Cossyah Chieftains, Village Sirdars, Elders and People, and has used it, I don't say in an improper manner, to promote and protect his commercial interests. His influence has been acquired and strengthened by his long, extensive and prosperous intercourse with these Mountaineers, by his near connection with the Political Officer who exercised the supreme Civil and Military power for so many years in these Hills, and, I may add, also by the fairness and liberality of his dealings with all classes of the people. I am not aware that this influence has been obtained by improper means, or used unfairly in the prosecution of his trade. Mr. Commissioner Dunbar, in 1849, gave it as his opinion that there was no ground for imputations of this kind, and I know that the Cossyachs do not regard Mr. Inglis as an oppressor, and trade with him willingly, without the least overt or covert compulsion, of any sort, and apparently with much satisfaction and advantage to themselves.

193. The trade in lime and oranges is the only trade in which Mr. Inglis is now engaged, and as he is not at all concerned in any other branches of traffic, it is almost superfluous to add that he can have no object or interest in offering any opposition to those who wish to embark in them.

194. I have sought earnestly for—I have taken the greatest pains to reach—the truth, and the result is that I verily believe the imputations and accusations made by the Memorialists in regard to the trade of these Hills, are not only without proof, but entirely without foundation.

195. It appears to me that the great obstacle to the freedom and successful prosecution of trade in these Hills by European Merchants, is the anomalous state of the law and judicial practice in this territory. No British Merchant of common prudence will embark capital in the semi-independent and dependent States till they are brought more immediately under British authority and control than they are at present. No Englishman will be satisfied with, or endure the vile and venal justice doled out at a Cossyah Durbar, or agree to abide by the absurd and partial decisions of an ignorant, prejudiced and corrupt Cossyah Chieftain or of Village Chiefs of the stamp of the Wahadadars of Cheyla Poonjee. No satisfactory improvement in trade or in the condition of the people can be expected till both the alien merchant and the rude mountaineer receive substantial justice and protection from a British Magistrate.

196. No doubt the trade and resources of these Hills could be much improved and developed by British capital, enterprise and skill; but these mountains certainly are not the commercial El Dorado which certain Calcutta Merchants apparently have supposed them to be. Fortunes are not more likely to be made here than elsewhere through the agency of drunken sailors and levanting soldiers. If the Calcutta Merchants will send up able, honorable and energetic men as their agents, they will no doubt in time succeed in establishing a profitable trade in limestone, oranges and other products of these Hills; but they must depute men who can conciliate and gain the confidence of the Cossyah Chiefs and people, and not persons who cajole and irritate them with empty promises and false hopes, and end in endeavouring to overreach them. The recent proceedings of Messrs. Sweetland and Coleman, I fear, have done much to impede the progress of commerce, and throw discredit on the British name they have increased, I think, very materially the difficulties which beset all alien merchants when they first begin to trade with cunning, suspicious and semi-savage tribes like those that are found in these mountains.

#### STATION OF CHERRA POONJEE.

197. The great want of the station of Cherra Poonjee is a good Bazar. There is a small one in the Cantonments, but it is altogether insufficient for the requirements of the inhabitants of this station. Rice and other provisions in this Bazar are generally of very inferior quality, and often exorbitantly dear. There is little or no competition among the traders, for the better class of Bengalee shop-keepers object to come to a Military Bazar, and to being placed under Military rules and regulations. The Station Police Thannah is in the Cantonments, which is, I think, objectionable, now that the Civil and Military functions are no longer united. A rather large piece of land will be added to the station almost immediately, and this opportunity should be taken to remove the Thannah from the Cantonments, and place it on a site which would be suitable for a Civil Bazar. If liberal terms be offered to the Shop-keepers, there ought to be no difficulty in establishing a good Civil Bazar, which would be most useful to the inhabitants of the station.

198. A "Serai" for the accommodation of Native Travellers is much needed at this station. It should be erected near the new Thannah and Civil Bazaar. A great many traders and travellers are always passing through this station to and from Assam, and occasionally they find much difficulty in obtaining the requisite shelter in the present Bazar. The better classes of Hindoos and Mahomedans dislike putting up in the Cossyahs' houses, where impurities of all kinds abound.

199. The cost of a new Thannah building would be about 400 Rupees, and a convenient "Serai" might be erected for about 300 Rupees; levelling



and preparing the ground for a new Bazar would cost about 300 Rupees. The total cost of these improvements would not exceed 1,000 Rupees.

### CHARITABLE DISPENSARY.

200. I do myself the honor to submit herewith, in original, a letter \* which I have received from Mr. Assistant Surgeon Dillon, in charge of the Medical duties of the civil station of Cherra Poonjee, recommending the establishment of a charitable Dispensary at that station for the purpose of affording medical relief to the Hill people of this neighbourhood.

\* Appendix No. 7.

201. The Cossyahs formerly felt a great aversion to European Medical treatment; but I am told by persons who have the best opportunities of understanding them, that of late they have become much more reasonable on this subject. I think a charitable Dispensary at this station would be found most useful in humanizing these wild Hill tribes, and inspiring them with kind and friendly feelings towards their European Rulers. But in order that an institution of this kind should meet with any degree of success here, it is essentially necessary that the European Officer in charge of it should be not only skilful in his profession, but a person who is habitually kind and considerate to Natives, and possesses the art of conciliating them and gaining their confidence. If the Medical Officer be without these very necessary qualifications, to establish a charitable Dispensary will be a mere waste of public money.

202. A building suitable for this purpose can be erected at this station for about 500 or 600 Rupees, and the only servants required will be a Bheestee and a Sweeper, whose wages will be five Rupees a month each. The Native Doctor and Dresser of the Jail Hospital, whose duties are very light, will be very well able to attend to the Dispensary as well as to the Jail.

203. What Doctor Dillon has represented regarding the advantage of having a well-educated Cossyah Native Doctor attached to this station, is, I think, deserving of favorable consideration. A Cossyah Native Doctor being in attendance at the station Hospital would, no doubt, be a great inducement, at first, to the Cossyahs to resort to the European Medical Officer for Medical aid, and when once they can be made to understand the advantages of European Medical skill, they will not be backward in availing themselves of it. It would be a good plan to send two or three intelligent Cossyah youths to be educated, as Native Doctors, in the Calcutta Medical College. Probably the Reverend Mr. Lewis might be able to recommend one or two promising Cossyah converts, brought up at his Mission, who would be desirous of obtaining a good Medical education in Calcutta; of course the Government would have to pay all the expense of the Medical education of these young

men, for all of them are very poor and unable to support themselves whilst under tuition in Calcutta. It might perhaps be desirable to send also a young unconverted Cossyah to Calcutta to be educated as a Native Doctor ; but I am afraid it would be difficult to find any young Cossyah, not a Christian, who has sufficient education to enable him to matriculate at the Calcutta Medical College.

### JAIL.

204. The small Jail at this station is well kept and very creditably managed by Mr. Principal Assistant Commissioner Hudson. The building has been recently transferred from the Military to the Civil Department ; but the additions and improvements recommended by the Inspector of Jails have not yet been sanctioned. The average number of prisoners during the official year 1857-58 was 23, and the number is expected to decrease during the current year. Under these circumstances, it seems doubtful whether it is necessary to incur any large expenditure for improvements in this Jail. There must be many other Jails where money could be more usefully and profitably spent.

205. Baskets, grinding-stones, curry-stones, and stone-platters are the

| Years.   | Surplus profits. |     |    |
|----------|------------------|-----|----|
|          | Rs.              | As. | P. |
| 1854-55. | 20               | 15  | 9  |
| 1855-56. | 28               | 5   | 6  |
| 1856-57. | 23               | 14  | 8  |
| 1857-58. | 9                | 14  | 3  |

articles manufactured in this Jail ; but the paucity of prisoners does not admit of any extensive manufacturing operations. These articles are chiefly made during the wet weather, when the convicts cannot be sent out to work on the roads. A memorandum showing the state of the " Convict Labor Fund " is given on the margin. The surplus profits of the years 1854-55

and 1855-56 have been expended in purchasing building materials for a wall round the Jail vegetable garden ; those of the following year are being expended in repairing some wooden bridges at the station, and in planting a few trees by the sides of the station roads ; the unappropriated balance amounts only to Rupees 9-14-3. The Inspector of Jails has brought the unsuitableness of the Jail Hospital to the notice of the Government. I would suggest that, till a new one can be erected, a fire place be constructed in the present building ; it would cost about 4 or 5 Rupees. During the rainy and cold season this Hospital without a fire must be a very wretched place for the sick, particularly for those who are accustomed to the warm climate of the plains. I observe that the Inspector of Jails in his Report\* for the year

\* Appendix No. 1, Page 107.

1856-57 has stated that the salary of the Civil Surgeon is debited to the Jail ; but this, I find, is a mistake ; the salary is debited, as is usual, to " Judicial Charges General," and therefore the large cost of the prisoners is not attributable to this but to other circumstances. During the year 1857-58 the Principal Assistant Commissioner has discharged a certain portion of the Burkundauze Guard, where-

by a saving of 30 Rupees a month has been effected, and he informs me that he is about to propose to the Inspector of Jails a still further reduction of the establishment.

### STATION ROADS.

206. Much money and labor have been expended on the roads of this station; but they are now, and have been, I understand, for some time, in a very dilapidated condition. Formerly they were kept in repair by the prisoners; but latterly there have been so few working prisoners that it has been found impossible to keep the roads in a proper state of repair. The average number of working prisoners during the year 1857-58, was about 22. The "Convict Labor Fund" can afford no assistance to road making. Under these circumstances I venture to suggest that the ground rents of the station building sites, amounting to 148 Rupees per annum, might be applied, with much advantage, to the repairs of the roads and other station improvements.

### DISTRICT ROADS.

207. The paved high road across the Hills to Assam is in good order; but arrangements should be made so that the annual repairs, which now are usually commenced in March and not completed before the end of April, should be done immediately after the cessation of the rains, so that the road might be ready at the end of November at the latest. In these parts the rains ordinarily commence in May, and in consequence the repairs are washed away almost immediately after they have been completed. The Executive Officer, Mr. Munro, has informed me, that the repairs are delayed because the estimate of the Executive Officer is not sanctioned in time to enable him to commence the work earlier. This, I think, requires amendment. If a formal estimate cannot be prepared, a rough one, framed with reference to the expenditure of past years, might be sanctioned in time to enable the Executive Officer to commence operations at the proper season. Under the present system not only does the public derive no advantage from these expensive repairs, but the cost of them is considerably increased, for if they were made in October, the earth-work would have time to settle down, and the rains would not damage the road nearly to the same extent as they now do.

208. The road from Terriah Ghaut at the base of the Southern side of the Hills, to Company Gunge in the Sylhet district, ought to be cleared, and repaired every year by the Sylhet authorities as soon as possible after the close of every rainy season. At the beginning of December last, I found the road almost closed by the jungle.

209. In 1856,\* the Government was pleased to sanction the expenditure of a sum of Rs. 1,300, for constructing that portion of the Sylhet and

\* Orders, No. 171, dated March 16th 1856.

Assam road which lies between Pundooah and Terriah Ghaut, and for bridging a mountain stream called the Lengtiah River; nothing, however, I understand, has been yet done towards carrying out these orders.

210. It is very desirable that the road through the Hills from Cherra Poonjee to Assaloo in North Cachar (distance about 105 miles) which has been sanctioned by the Government,\* should be completed as soon as the requisite funds are available for this purpose. About 9 miles of the road from Cherra Poonjee Eastward towards Assaloo have been made by Mr. Principal Assistant Commissioner Hudson at a cost of Rs. 2,812-7-9, and I believe 10 or 12 miles of road from Assaloo Westward towards Cherra Poonjee have been completed by the Junior Assistant Commissioner in charge of the North Cachar District.

#### DISTRICT BRIDGES.

211. To insure an uninterrupted communication between Sylhet and Assam at all seasons of the year, it is absolutely necessary that a bridge should be built again across the Boga Panee River in the place of the iron suspension bridge, which was carried away by the floods in the month of June 1851. I am told that a rough timber bridge, strong enough to enable men and cattle to cross over at all times, might be constructed over the River for about 1,000 Rupees. There are two other mountain streams called "Kawah Kunnah" and "Kawah Jappoong" to the North of Moflong and between that place and Syung, which ought to be bridged, and stone bridges, I should say, might be thrown across them at a very moderate cost.

#### STAGING BUNGALOWS.

212. A staging bungalow is much required at the village of Surrareem, which is about midway between Cherra and Moflong, that stage being more than 16 miles on a steep and difficult road. There is a dilapidated staging bungalow in a dell close to the Kalapanee Bridge, which is about 9 miles from Cherra on the road to Moflong. This bungalow has been abandoned for some time on account of its extreme unhealthiness, and is quite unfit for the purpose.

213. At the Moflong bungalow there is great difficulty in procuring water during the dry season, and a tank is very much required there. A tank of the requisite dimensions would cost, Mr. Hudson informs me, about 500 or 600 Rupees.

214. The Nungklow staging bungalow is inconveniently placed in a bleak and exposed situation at a distance from the Assam high road. It should be removed to Mr. David Scott's garden, which is, in every respect, a more preferable site than the present one.

\* Orders No. 1917, dated 24th July 1856, Orders No. 3159, dated 16th December 1856.

215. All the staging bungalows on the Sylhet and Assam road ought to be supplied with a small quantity of strong furniture and other useful articles for the accommodation of travellers, such as are allowed for the dâk bungalows on the Grand Trunk Road. The very few articles of furniture now in these bungalows are quite worn out and unserviceable.

#### POST OFFICE.

216. I have heard several complaints regarding the Cherra and Sylhet Post Offices, some of which, I believe, are not altogether without foundation. The former is merely a branch office to the latter. The Sylhet Post Office seems to be in bad repute with the European as well as the Native Community of Sylhet. During the rains the Calcutta mails are not unfrequently eleven or twelve days in reaching Cherra Poonjee, and some times three or four mails arrive together. Boats are allowed for six months, *viz.*, from the 1st of June to the 30th of November, for the conveyance of the mails between Dacca and Sylhet. The rainy season usually commences in Sylhet early in May, and in consequence there is always great irregularity and confusion in the mail service for about three weeks from the time the rains begin to the time when boats can be put on the line. The Postal Authorities ought to be permitted to entertain boats for a period of six months; but there should be no restriction as to the dates on which they are to be employed; the boats should be used when they are required, and discharged when they are not required. If, however, it be considered necessary to specify dates for the entertainment and discharge of dâk boats, they ought to be kept up from the 1st of May to the 31st of October.

217. Parcels sent by banghy from Calcutta to Cherra Poonjee are often six weeks in reaching their destination, and their contents are not unfrequently spoiled by the careless manner in which they are conveyed. Since I have been at this station, I have had official parcels of importance sent to me from the Presidency by banghy, which have been more than a month in transit in the dry season. I made a representation on the subject to the Post Master General of Bengal, who has informed me that the delay "occurred owing to a large accumulation of parcels in transit at the Dacca Post Office," and that a "proposition is now under consideration in view to remedy the evil complained of."

218. The transit of the mails between Cherra Poonjee and Assam seems to be susceptible of some improvement. All the dâk stages from Pundooah on the Sylhet boundary to Gowhatty in Assam appear to be much too long. I am told that they average from 12 to 16 miles, and the last stage from Moirahpore into Gowhatty is not less than 21 miles. It cannot be expected that the dâk peons will be able to carry the mails at the rate the dâk ought to travel when the stages are of such an unreasonable length.

The number of runners ought to be doubled, the stages should be rearranged, so that the length of each should not exceed 7 or 8 miles; torch-bearers should be allowed to accompany the dāk runners when they travel at night. If some such measures as these were properly carried out, the dāk could be conveyed from Sylhet to Gowhatty in 36 instead of 72 hours as at present.

219. The letter mail from Calcutta to Gowhatty is now sent *via* Rungpore in nine days in the dry and about ten days in the rainy season. Mr. Principal Assistant Commissioner Hudson has informed me that, with proper management, the Calcutta mails ought to be conveyed *via* Sylhet and Cherra Poonjee to Gowhatty in seven or eight days at all seasons of the year. Perhaps it may be considered desirable that the Post Master General of Bengal should make the requisite inquiries on this subject.

### PUBLIC MONUMENT.

220. Under the orders\* of Government, the Monument erected by the Government to the memory of the late Mr. David Scott, formerly Governor General's Agent on this Frontier, was to be repaired by, and is to remain in charge of the Department of Public Works. The repairs seem to have been coarsely done, and the inscription on the marble tablet has become almost illegible.

### BOUNDARIES.

221. It is of the greatest importance that the boundary between the Sylhet district and the Cossyah Hills, and the boundaries of the Jynteah Hill territory should be carefully and correctly defined and laid down by a competent Officer, with as little delay as possible.

222. The Supreme Government has ordered† the boundary of the Sylhet district and Cossyah Hills to be laid down as determined by Lieutenant Fisher's survey. Lieutenant Fisher's Map is not to be found in any of the public offices on this frontier; but it is likely that it, or a copy of it, may be found in your office, or in that of the Surveyor General; however Lieutenant Fisher's report‡ which was sent with the Map to the Magistrate of Sylhet, is very full and complete, and an intelligent Officer, guided by it, would, I think, find but little difficulty in making a correct demarcation of the boundary line. For the prevention of all disputes hereafter, it seems desirable that the whole of the Sylhet boundary, where there are no natural land-marks, should be defined by pillars of masonry.

223. The boundaries of the Jynteah Hills will require much attention. On the North and East the boundary is disputed with the Nowgong district,

\* Resolution on Mr. Mill's Report, dated 24th November 1853, Para. 29.

† Orders No. 745, November 4th 1853.

‡ 10th September 1829.

and on the West there is a long standing dispute with the Chieftain of Khyrim, which must be very carefully settled; other disputes probably will arise on the Western side with the Moleem state when the boundary comes to be laid down. Mr. Principal Assistant Commissioner Hudson is a Surveyor by profession; he has a very fair knowledge of these Hills, and has considerable experience in the management of their wild tribes; he is a very prudent and intelligent Officer, and I think it would be most advantageous, in every respect, to employ him, during the ensuing cold season, in laying down the boundaries of these Hills. Of course it would be necessary to relieve him of all other business, during the period of his employment on this special duty.

### COAL MINES.

224. I have the honor to submit a few observations on the coal mines of Cherra Poonjee, Byrung Poonjee and Lakadong, which belong to the Government.

#### CHERRA AND BYRUNG MINES.

225. On the 20th of April 1848, the Political Agent took a perpetual lease of the Cherra mines from the Rajah of Cherra Poonjee, and a lease of the same kind of the Byrung mines from the Sirdars of that village. The Byrung lease was countersigned by the Cherra Rajah, who had been placed in charge of the Byrung district, in the year 1829, by the Governor General's Agent, Mr. David Scott. The conditions of both leases are, that the Government is to pay to the Rajah and Sirdars respectively, a royalty of one Rupee for every 100 maunds of coal quarried and removed from the mines, and that the Cossyahs of Cherra and Byrung Poonjees are to be permitted to work these beds on their own account.

226. The right of Government to work these mines was transferred\* on the 25th of September 1844, for a period of twenty years, to Captain J. R. Engledue, then Agent of the Peninsular and Oriental Company. It was stipulated that Captain Engledue was to undertake the responsibilities of the Government, and to abide by the conditions under which the mines had been leased to the Government. The lessee engaged not to transfer his lease to another party without the permission of the Government, and if he failed to work the mines for two consecutive years, the Government was to have the right of resuming them.

227. Captain Engledue seems to have made over his lease, in the year 1845, to Messrs. Gisborne and Co., of Calcutta, who transferred it, with the permission of Government, in May 1851, to Mr. W. Moran of

\* Secretary to the Government to J. R. Engledue, Esq., No. 2271, September 16th 1844.

† Under-Secretary to Government Bengal to Political Agent, No. 135, May 14th 1851, Para. 1.

Calcutta. The original agreement made with Captain Engledue will expire in September 1864.

228. I understand that no coal has been quarried by the lessees at the Cherra mines since 1846 or thereabouts, though they have occasionally purchased coal in small quantities from the Cossyah miners. The Byrung coal beds, I believe, have never been worked by the lessees since the Government made them over to Captain Engledue.

229. It is quite clear that the present lessee has never worked these mines for a much longer period than "two consecutive years," and judging from the past, I am decidedly of opinion, that the object the Government had in view in leasing these mines, *viz.*, that "they shall be worked and the market supplied with good coal at the lowest possible rate," has not been accomplished, and indeed is not likely to be accomplished as long as the existing arrangements are continued. I am of opinion that these mines should now be resumed, according to the agreement made with Captain Engledue, and that they should be advertized and offered for lease to any respectable firm or individual who has the means and will undertake to work them properly. The Cherra mines, I think, should be leased separately from the Byrung mines. The former might be given for ten years to any enterprising mercantile firm or person who would engage to mine and remove not less than 20,000 maunds of coal annually, to accept the responsibilities of the Government, and to observe the conditions under which the lease was given to the Government by the Cherra Rajah; the lease should not be transferable without the previous sanction of the Government, and might be granted on the understanding that it would be renewed on the same terms for a further period of ten years, provided the Government is satisfied with its lessee.

230. But little is known regarding the capabilities of the Byrung Poonjee coal beds; they should be advertized in the public prints and leased to the best advantage.

231. There is likely ere long to be an increased demand for Cherra coal in the Eastern districts of Bengal, and I see no reason why the Cherra coal should not, with skilful and energetic management, become a profitable article of commerce; but these expectations are not likely to be fulfilled as long as the mines remain in the hands of the present lessee, for he has done nothing at all during his long tenancy to improve and promote the Cherra Poonjee coal trade.

#### LAKADONG MINES.

232. The Lakadong coal mines are situated in the Jynteah Hills, and are the property of Government as the ruler of the Jynteah Hill territory.



233. These mines were first leased by the Government,\* for three years, to Mr. W. B. Darley, in the year 1848, on the condition of his paying the sum of one Rupee for every 100 maunds of coal worked by him. This lease was not transferable without the previous sanction of the Government.

234. In March 1849 Mr. Darley made over his lease to Messrs. Gisborne and Co., who not long afterwards transferred it to Mr. W. Moran; but the Government in May 1851 declined to renew the lease in that gentleman's favor. Subsequently, however, the Government was pleased,† as a temporary arrangement, to grant permission to Mr. Moran to work these mines "on the terms of the former lease terminable with three months' notice at any time at the discretion of Government." No alteration has been made in this arrangement up to the present time.

235. The quantity of coal extracted from the Lakadong mines, and

| Years.    | Quantity of coal raised. |      | Amount of Royalty paid. |     |    |
|-----------|--------------------------|------|-------------------------|-----|----|
|           | Maunds.                  | Sees | Co.'s Rs.               | As. | P. |
| 1850.     | 21,000                   | 0    | 210                     | 0   | 0  |
| 1851.     | 20,000                   | 0    | 200                     | 0   | 0  |
| 1852.     | 12,000                   | 0    | 120                     | 0   | 0  |
| 1853.     | 6,283                    | 0    | 62                      | 13  | 3  |
| 1854.     | 21,887                   | 0    | 218                     | 13  | 11 |
| 1855.     | 37,795                   | 35   | 377                     | 15  | 3  |
| 1856.     | 20,542                   | 30   | 205                     | 6   | 9  |
| Total ... | 1,39,508                 | 35   | Rs. 1,395               | 1   | 2  |

the payments made thereon from the beginning of 1850 to the end of 1856, are exhibited in a tabular form on the margin. The present lessee certainly has not worked these mines in a satisfactory manner, but the provisional nature of his tenure gave him no encouragement to make the outlay that is necessary to work them as they ought to be worked. It is desirable, in my opinion, that the terms of the lease should be altered in such a man-

ner as may induce the future lessee to take a much greater interest in the undertaking than has hitherto been shown by the present lessees. I understand that Mr. Moran is desirous of taking a lease of these mines for a term of years, and as he has expended some money on the mines, and as his agents have, on the whole, behaved well to the people, I would, with deference, recommend that a lease be granted to him on the under-mentioned terms, which will be found, I think, beneficial to him, the Government and the public.

1st.—A fixed rent of 200 Rupees per annum, and a royalty of 8 Annas for every 100 maunds of coal quarried and removed.

2nd.—Lessee to engage to quarry and remove every year, during his lease, not less than 20,000 maunds of coal per annum.

3rd.—Term of lease, ten years, renewable for ten years more on the same terms, provided the lessee gives satisfaction to the Government.

\* Orders No. 91, dated 10th of May 1848.

† Orders No. 166, dated June 12th 1851.

4th.—Lease not transferable without the previous sanction of Government, and to be forfeited for the non-observance of its conditions.

236. The terms of lease proposed by Professor Oldham will be found at pages 56 and 57 of his "Report on the coal mines of Lakadong." There is no very great difference between them and those now submitted for consideration. I have deemed it unadvisable to make any proposition for granting a remission to the lessee for the money that may and ought to be expended by him "in the permanent improvement of the communication between Lakadong and Pichador," because it is quite impossible for the district Officer to have any check on this expenditure, or to ascertain whether the expenditure for which remission would be claimed had or had not been made; and because, if these mines are really worth working, the lessee ought to be able to pay without difficulty the light rent and royalty mentioned in my memorandum, and to improve the land and water communications with these mines at his own expense. Mr. Moran's former agent, the late Mr. Sweetland informed me that he considered these conditions to be liberal. In case Mr. Moran should not be willing to take these mines on the proposed terms, I would recommend that they be advertised for lease in the public prints of the Presidency, and that a lease be granted to any respectable party, having the requisite capital, who would undertake to work them properly on any terms that might be sanctioned by the Government. There will be no difficulty, I think, in getting an eligible lessee on the terms above mentioned, or indeed on terms more favorable to the Government.

237. The boundaries of the Lakadong mines ought to be defined and fixed according to Plan No. 1 annexed to Professor Oldham's Report, and only the land of "the small plateau of Lakadong," which is described by the Professor as being less than one square mile, should be included in the lease.

#### CONQUERED VILLAGES.

238. I have had personal interviews with, and have questioned the Sirdars, Elders and Headmen of the British villages of Mamloo, Moosmye and Soopar, and all of them told me that they were satisfied with the manner in which these districts are at present managed; and as I had no complaints against them from the people under their charge, I am inclined to think that, on the whole, the present system works satisfactorily in these villages, and that no alteration in the judicial and fiscal arrangements is at present required. I have already mentioned that some very clear and brief directions should be given every now and then, *vivâ voce*, to the heads of these villages, for their guidance in their village duties. They should be made to

understand, by careful personal explanation, that they are to decide all petty civil and criminal cases in open durbar, according to the established customs of their country, and to report and refer all civil and criminal matters of importance for the orders of the Officer in charge of the Cherra Poonjee district. What is to be considered a petty civil and criminal case should be thoroughly explained to them; any minute written rules would be perfectly useless, for they cannot read and could not understand them.

239. All these villages contribute something towards the expenses incurred by the Government in administering the affairs of these Hills.

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#### MAMLOO POONJEE.

239½. The house tax of Mamloo Poonjee, which has been recently readjusted on equitable principles, is quite as much as that small village can afford to pay.

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#### MOOSMYE POONJEE.

240. The Moosmye people are very poor, and of late have endured much oppression from the Rajah of Cherra Poonjee, who has been endeavoring to force them to remove from their own and to settle in his village. They repair, free of cost, that part of the Sylhet and Assam high road which is in their village, and this contribution of labor is, I think, considering their means, a sufficient taxation for them. It might be feasible to substitute a light-house tax in lieu of this labor on the road; but I do not recommend such a measure; the amount realized from such a tax would be very trifling, and the tax would, I know, give great dissatisfaction to the Moosmye villagers, and in all probability might cause many of them to desert their village. Moosmye Poonjee is the nearest British village to Cherra Poonjee, and its inhabitants are very useful to the residents at that station. It is in my judgment altogether inexpedient to make any further fiscal demand at present upon the village of Moosmye.

#### SOOPAR POONJEE.

241. The Soopar Poonjee district pays an annual rent to Government of 300 Rupees, besides which the Government obtains a net rent of 1,060 Rupees per annum from the Soopar Lime Quarries which are under lease to Mr. Inglis. The district is rich; its betel nut gardens are very valuable. The present taxation is exceedingly light. It is not, however, expedient, in my opinion, to increase the assessment at the present juncture. The Soopar people, who were formerly notorious throughout these Hills for their murders, robberies and all kinds of violence, have now become peaceful traders and cultivators; they are orderly and contented, and are carrying on a thriving trade with the plains. I think it will be wise to allow things to remain as they are at least for another ten years.

242. The Sirdars of Soopar Poonjee are in the habit of levying a tax, which is very injurious to trade, on all goods brought during the rainy season from the interior of the Hills and put on boats at Terriah Ghaut. I think that this irregular taxation should be forthwith prohibited. These duties are levied on the Government high road from Sylhet to Assam, where it crosses the Dholaic River. Two pice are demanded for every laden boat of 20 maunds and under, and one anna for every laden boat of a burthen exceeding 20 maunds. In 1854, some of the Cherra traders resisted this oppressive tax, and appealed against it to the Principal Assistant Commissioner, who decided, I think, very properly, that the Sirdars of Soopar Poonjee, being only the headmen of the village, holding office under the Government, are not entitled to levy a tax of this kind, without the permission of the Government. The Sirdars appealed to the Governor General's Agent at Gowhatty, who reversed the Principal Assistant Commissioner's orders, and gave permission to these Sirdars to levy these taxes on the Government high road as before. I entirely concur with the Principal Assistant Commissioner in thinking, that these Sirdars ought not to be permitted to levy taxes of any kind on the Government highway, for they are a source of great oppression to all the petty traders of these Hills; besides, to allow these Sirdars to levy taxes on this high road is likely to encourage other Chieftains, through whose territories the road passes, to attempt similar exactions, and if all these Chiefs begin to levy duties on a road which has cost the Government lakhs of Rupees, the whole trade between Assam and Sylhet will soon be destroyed.

243. The boundaries of these three conquered villages are not known, and should be carefully defined by the district Officer as soon as he has leisure to do so. There are some jungle and waste lands in these villages, which ought, if possible, to be turned to some use; in the Soopar Poonjee district, I understand, they are rather extensive. The Principal Assistant Commissioner should be directed to make inquiries regarding the capabilities of these jungle lands, which might be granted to speculators on the same terms as waste lands are granted in Assam, or they might be given in small quantities to natives of the plains or others who might be willing to take them on a Halabadie tenure.

#### THE JYNTEAH HILLS.

244. The Jynteah Hill territory was surrendered to the British Government in the year 1835 by Rajah Raj Indro Sing. Its area is said to be about 25 square miles. It is divided into nineteen separate "Elakas" or districts, fifteen of which are Doloieships; to each of these districts there is one Doloie, who is the chief village authority. The remaining four "Elakas" are under the charge of thirteen headmen called Sirdars. The Elaka of Oomloh and Paunch Poonjee, which is entirely separate from the other

portion of the Jynteah Hill territory, is bounded on the North by Cherra, on the South by the plains of Jynteah, on the East by Khyrim, and on the West by the Soopar Poonjee district. Besides these nineteen Elakas there is the small village of Pichador Poonjee, which has been settled as a Halabadie tenure with the sister of the ex-Rajah of Jynteah, and in which there is no Government official.

245. When the country first came under the control of the Political Agent, he permitted the Doloies and Sirdars to investigate and decide all civil suits without limitation, and all criminal cases not of a heinous nature; but in time when it became apparent that the people were not satisfied with the proceedings of their village Chiefs, the Political Agent considered it necessary to place further restrictions on their civil and criminal powers, and accordingly, in the year 1841, he limited their jurisdiction in civil suits to the value of 50 Rupees, and prohibited them from trying all criminal cases in which they, their relatives and dependents, and other Chiefs were in any way concerned. Appeals from all orders and decisions of the Doloies and Sirdars in civil and criminal cases, were received and determined by the Political Agent, and parties who chose to prefer their complaints, civil or criminal, direct to the Political Agent, were permitted to do so. The practice above described is still continued.

246. The Doloies of the fifteen above-mentioned "Elakas" have always been elected and removed by the people. For some time after the British Government came into possession of the country, the Political Agent permitted the people to elect, retain and remove their Doloies after their own fashion, which was according to no fixed rule or practice; the result was that there was a perpetual struggle between the influential inhabitants of many of the "Elakas" to procure the dismissal of the Doloie in office, and to replace him by some other candidate of an opposite faction. These frequent electioneering struggles kept the country in a constant turmoil, and produced much ill blood among the different classes of the people, without any corresponding advantage, and in consequence the Political Agent, in November 1850, passed an order that, for the future, persons elected and appointed Doloies were to hold their offices for three years, provided they conducted their duties efficiently; at the end of every three years a new election was to take place, but the former Doloie might be re-elected under these orders, as often as the people chose to elect him. No doubt this was an improvement on the former practice. The Doloies are bad enough now, but they were decidedly worse under the former regime; now they feel some security that they will remain in office for three years if they behave tolerably well; formerly they were liable to be turned adrift at any moment, and were obliged to be entirely subservient to those who had the power of ejecting them from office.

247. Although the responsibility to the Government for carrying on the public business of these fifteen "Elakas" rests entirely with the Doloies, yet a great part of the work is ordinarily done by village officers of an inferior grade, called "Pathors" and "Lungdeos." The former are deputies or assistants to the Doloies, but can only hear cases in durbar and act for their principals during their illness or absence from their jurisdiction; the latter are the village priests who act also as assistants to the Doloies.

248. In some of the Doloieships, which are extensive and contain several villages, there are two or three "Pathors" or deputies, and the "Lungdeos" vary in number from one to ten. In the "Elakas" of Lakadong and Amwaie there is no "Pathor"; the Doloies transact all the business themselves.

249. In villages at a distance from the place of residence of the Doloie almost all preliminary inquiries are made, and all petty civil and criminal cases are first heard and frequently settled by the Lungdeos in durbar. If the decision of the Lungdeo does not give satisfaction, the case is brought before the Doloie, or, if he happen to be absent, before his deputy the Pathor. If the Pathor decides the case, either party may have it re-heard by the Doloie on his return to the village, and a third decision is then made by the Doloie in durbar. If the Doloie's judgment be not approved of, the case is carried before the Principal Assistant Commissioner at Cherra Poonjee. This mode of procedure is vexatious and harassing in the extreme to suitors; the adjournments of the durbars and the delays from various pretexts and causes are numerous, and afford excellent opportunities for bribery and corruption, which are not overlooked; both parties take advantage of these delays to tamper with the members of the durbars and the presiding officers, who are all equally venal, and are frequently purchased by the gift of a pig or a goat!

250. The other subordinate village officials are the "Beshans," "Majees" and "Sungots," who perform the duties of messengers and peons, and are appointed by the Doloies from certain tribes,—the "Chooteahs," or village criers, who assemble the people for durbars and proclaim village poojahs, feasts, &c., and the "Dooleahs," who beat the drums at poojahs and other village ceremonies.

251. In the four Elakas which are under the charge of Sirdars, there are neither Pathors nor Lungdeos, and all the village duties are performed by the Sirdars themselves, who are not elected by the people, but claim to hold their offices by hereditary right. The system in force in these villages appears to be preferable in every respect to that which obtains in the Northern portion of the territory which is under the Doloies; there is less delay, and by all accounts less venality and injustice also.

252. Among the appendices will be found a statistical return\* compiled for me by Mr. Principal Assistant Commissioner Hudson, which contains much useful information about the Jynteah Hills. It shows the number of Mofussil officials employed in each of these nineteen "Elakas," and the manner and amount of their remuneration. Mr. Hudson, however, has intimated to me that the number of houses and the population are much underrated in this return, which has been prepared from a census made in the year 1848. Since then the population has increased considerably, and Mr. Hudson thinks that 10,000 houses and 40,000 souls may be accepted as a fair representation of the state of affairs at the present time.

253. The first step towards a reform in the administration of public affairs in the fifteen Doloieships ought, I think, to be to abolish at once the office of Pathor and to strictly prohibit any interference on the part of the Lungdeos in judicial matters; there should be no vicarious agency; all the duties of each Doloieship should be discharged by the Doloie in person.

254. In former times the Doloies were obliged to remain in attendance, for about six months in the year, on the Jynteah Rajah at Jynteahpore, and the Pathors were appointed to act as their deputies during their absence on this service; now there is no necessity for the Doloies to absent themselves from their districts, and they ought not to be allowed to do so, without the permission of the Principal Assistant Commissioner. If a Doloie be compelled to be absent from his post for any length of time, the villagers, with the sanction of the Principal Assistant Commissioner, should proceed to elect a *locum tenens*, who should possess and exercise the full powers of the absent Doloie. The proceedings and orders of an acting Doloie should have precisely the same force and effect as those of the permanently appointed Doloie, and should be open to revision only by the Principal Assistant Commissioner.

255. In ordinary times there is but little business in these "Elakas," and there is, I understand, no district so large that the Doloie cannot efficiently perform all its duties; if, however, there should be any Elaka too extensive for one Doloie, it should be divided into two Doloieships. The great curse of the present system is that there are so many expensive, corrupt, fruitless and unnecessary investigations and decisions even in the smallest matters. In the Mofussil, in each Elaka, there ought to be only one authority and one decision; what is done there should be done by one Doloie and one durbar; then at all events, whatever may be the result, whether the aggrieved finds justice or meets with additional wrong, there will be only one Doloie to propitiate and one durbar to bribe; there will be no waste of time, no mockery of justice before a greedy deputy, and a grasping village priest.

256. When Lieutenant G. N. Cave made a tour of the Jynteah Hills in January 1854, the people showed no signs of being dissatisfied with the administration of the village authorities, and that gentleman was of opinion that the Doloies, Sirdars and other village officials were not oppressive. Since then the people of Jynteah have had more intercourse with the British authorities, and the Principal Assistant Commissioner informs me, that they are daily becoming less satisfied with the proceedings of the village authorities, and now resort much more frequently, than they did in Colonel Lister's time, to the Cherra Court.

257. When appeals from the decisions of the Jynteah village Chiefs come before the Cherra Court, the great difficulty is to discover what decisions and orders have been made; as there is no written record. The Doloies and other village authorities, to serve their own ends, frequently alter, misrepresent and repudiate their own orders and decisions, and some times positively aver that no orders have been passed at all in cases which have been appealed to the Principal Assistant Commissioner. It is not easy to imagine any thing worse than the existing judicial system of the Jynteah Hills, and the people submit to it only because they are extremely ignorant and quite incapable of bettering their condition.

258. Many of the villages of the Jynteah Hills are situated at a distance averaging from 50 to 80 miles from Cherra Poonjee, and communication with that station is very tedious and difficult during the rainy season. Under these circumstances it is impossible for the Principal Assistant Commissioner to exercise more than a mere nominal control over the Jynteah village authorities. In my opinion the resources of the Jynteah Hills will not be efficiently developed, neither will the people obtain what can be properly called justice, till an European Officer is stationed in their Hills. I incline to think that the expense of such an Officer, with a suitable office establishment, would soon be defrayed by the returns obtained from the improved management of this territory.

259. For the present, a salary of 200 Rupees a month would be sufficient for a Sub-Assistant Commissioner, who should exercise, in subordination to the Principal Assistant Commissioner at Cherra Poonjee, the same judicial, fiscal and general powers as are given to detached Sub-Assistant Commissioners in Assam. The appointment should be considered an experimental one, and abolished if not found to answer the purpose after a fair trial. Of course it will be necessary, above all things, that the Sub-Assistant Commissioner should make himself thoroughly acquainted with the Cossyah language, and with that peculiar dialect of it which is current in the Jynteah Hills. He should be stationed at Joowaie, which is one of the largest villages in a central position in the Jynteah Hills, and about 45 miles from Cherra Poonjee. There is a Military outpost and a Police station at this village,



which stands on the high road which the Government has ordered to be made across the Hills from Cherra Poonjee to Assaloo, the sudder station of the North Cachar district. If an European Officer be stationed at Joowaie, the judicial powers of the village authorities should be gradually curtailed, and they should be employed only in deciding the pettiest civil and criminal cases, on police duties, and as assessors or jurymen in cases in which their assistants would be useful to the Sub-Assistant Commissioner. The procedure of the Sub-Assistant Commissioner's Court should be of the simplest kind. No formal petitions of complaint should be required, and no Bengal mooktear allowed; the plaintiff and defendant should be confronted, and all minor civil and criminal cases should be disposed of at once after *viva voce* examination of the parties concerned and their witnesses. The mode of procedure adopted in the Sonthal Pergunnahs in all probability would be found suitable to these rude and ignorant mountaineers.

260. Almost all the chief Doloies and Sirdars of the Jynteah Hills have waited on me. Four or five of them appeared to be intelligent men, and willing to afford information regarding their country, but from the others it was extremely difficult to extract any thing. Only one of them, Oodun, the Doloie of Joowaie Poonjee, complained of any grievances. He told me that the Joowaie police were very oppressive to the people, and that the system of election of the Doloies for three years was disliked by the great bulk of the people; he complained also of the great increase of gambling and drunkenness in the Jynteah Hills during the last few years. Although he told me he was unable to prove any thing against the Joowaie police, I thought it necessary to make inquiries into the matter through the Principal Assistant Commissioner. Mr. Hudson has assured me that the accusations of Oodun Doloie against the Joowaie police are perfectly groundless, and that the Doloie had recently had a quarrel with the Joowaie police mohurir, because the latter refused to assist him in trumping up a false charge of robbery against some persons of an opposite faction with whom the Doloie has a village feud. At different times I questioned several of the other Doloies who visited me regarding the conduct of the Joowaie police, and they all said they had no complaints to make against the police, and several of them told me they thought that Oodun Doloie, who is rather notorious as a litigious and troublesome character, had wrongfully accused the Police. I have no reason to believe that the Joowaie police have been guilty of any grave misconduct; I know that they entertain a wholesome dread of the Joowaie Cossyahs, who are by no means a timorous race. Of course wherever there is a Bengalee Policeman there is oppression of some sort; but my impression is, that the Joowaie police are much less oppressive than the police of the plains. In former days the Doloies of Joowaie and Nurteng Poonjees were the great men of the Jynteah Hills. The Rajah, given up to sloth and sensuality, lived at a distance in the plains, and these two Doloies exercised, in his name, almost supreme power. Since the police station has been at Joowaie, the power and influence of the Doloie of

that Elaka have materially diminished, and in consequence Oodun Doloie objects to the police and desires their removal. The location of a police station at Joowaie Poonjee is, in my opinion, a great improvement. Now we occasionally learn something of what is occurring in the Hills; formerly the Doloies and other village officials acted without any sense of responsibility; now the Thannah is some check upon them, and the people have some one on the spot to whom they can make known their grievances whenever the village authorities are guilty of any very gross official misconduct.

261. I do not credit what Oodun Doloie has asserted regarding the unpopularity of the present system of triennial election of Doloies; of course the Doloies themselves would prefer being elected for life; but this, I am satisfied, would be contrary to the wishes of the people. I have already said that the present mode of election is, in my judgment, very preferable to that which preceded it.

262. I am afraid there is some truth in what Oodun Doloie has said regarding the great increase of gambling and drunkenness; but these are vices which cannot be reached whilst the present mode of administration continues; gambling can be put down in a great measure when the police of these Hills is remodelled, but drunkenness can be successfully dealt with only by improving the moral and social condition of the people. Almost all the village officials, I am told, indulge, more or less, in both these vices, and therefore are not likely to take any active measures for their eradication.

#### ASSESSMENT.

263. It appears to be desirable that the Government should decide, as soon as convenient, whether any revenue is to be required from the inhabitants of the Jynteah Hills. In March 1849 Colonel Lister submitted a proposition to Government for the imposition of a house tax on them; but the Government of the day negatived\* that suggestion. Mr. Mills, in 1853, brought the matter again to the notice of the Government, and gave it as his opinion that it is sound policy "to exact some payment, however trifling "the amount may be, from the mountaineers of our possessions as a token "of submission."

264. From what I elicited from the village authorities of the Jynteah Hills when they came to see me, and from information derived from other quarters, I am satisfied that these Hill people fully expect to be assessed sooner or later. I could plainly see that the village Chiefs suspected that my mission was taxation. This constant expectation of, this looking out for taxation does more harm, I think, than the thing itself; it renders the people

\* Orders No. 523, April 17th 1849.

anxious, restless and ready to receive false and injurious impressions from ambitious and disaffected persons.

265. If it be the intention of Government to exempt the inhabitants of the Jynteah Hills from the payment of revenue, it would be politic, I think, to make a public declaration to that effect; but if it be deemed advisable to subject them to a moderate taxation, the sooner the project is carried out the better.

266. After the fullest consideration it seems to me that the wisest course will be to require these mountaineers to contribute something in acknowledgment of the supremacy of the Government. Whatever revenue is now obtained from them should be expended on their country, and for their benefit, in giving them cheap and speedy justice, in making and repairing their roads and communications, and in other well-considered measures of improvement, which would be acceptable to the people.

267. I am of opinion that a light and judicious taxation would contribute to the preservation of tranquillity and good order in the Jynteah Hills. A moderate taxation had a very beneficial effect upon the savagery of the Lurka Coles of the Singhbhoom district of the South West Frontier Agency. It was found to make them less turbulent and aggressive, and more thrifty, diligent and submissive to the authorities, and I am disposed to think that a very moderate taxation, fixed for a term of years, would improve the condition and strengthen the peaceful and industrious inclinations of these wild mountaineers also.

268. The imposition of a land tax is not, I think, desirable in the present condition of the Jynteah Hills. The Cossyahs are unaccustomed to this mode of taxation, and to impose an equitable tax of that kind, minute and harassing inquiries and intricate fiscal operations would be required. If the Government consider it expedient to extend taxation to these Hills, I would recommend a house tax as the simplest and most convenient form of taxation, and one which is best adapted to the habits and customs of the people. The Meekirs, who have emigrated from the North Cachar district, and settled at Oompoong, Nungfloote, and other places in the Jynteah Hills, all pay, without demur, a tax of 2 Rupees per house to the Government. There is no reason, of which I am aware, why these Meekirs should be taxed and the neighbouring Cossyahs exempted from taxation.

269. Mr. Principal Assistant Commissioner Hudson has proposed that a house tax for the Jynteah Hills be divided into the three classes mentioned on the margin. These rates are, in my opinion, moderate, and would answer the purpose very

1st Class, Rs. 2-0  
per house; 2nd Class,  
Rs. 1-8 per house; 3rd  
Class, Rs. 1-0 per house.

well. According to this scale, all paupers and others incapable of paying taxes being exempted therefrom, a revenue not far short of 10 000 Rupees would be raised without difficulty from the Jynteah Hill territory. The tax should be fixed, at first, I think, for a period of five years, and the amount due from each Elaka should be collected exclusively through the agency of its own village authorities, to whom an allowance of about 20 per cent on their collections should be given. The system of collection should be similar to that pursued in the Colehan in the South West Frontier Agency, where the Mankees and Moondas are responsible for the revenue of their respective villages, and are attached to the system by the considerable gains realized therefrom. The Doloies, Sirdars, and other village Officers, no doubt, will readily undertake the collection of the revenue, and the per centage on their collections should be given to them in addition to the service lands which they at present hold. If the house tax be introduced, all Bazaar dues, fees, fines and other perquisites should be at once abolished.

270. The last Rajah of Jynteah, Raj Indro Singh, did not derive much revenue from his Hill territory, which was left almost entirely in the hands of the Doloies of Nurteng and Joowaie. He received annually from each village a tribute of one he-goat, which is now presented to the Government. He also received from most of the villages every year a few seers of parched rice, and a few bundles of fir-wood from the places where that wood is found. These articles were expended at the poojahs at the Rajbaree at Jynteahpore. Every village in turn had to supply the Rajah with coolies and other servants for cultivating the Raj lands, and other purposes. He had some perquisites also, I believe, from fees, fines, and "nuzzurs" presented to him on various occasions by the people of the Hills. He interfered, however, but little with, and made few demands on his Hill subjects; almost all his revenue was drawn from his possessions in the plains.

271. There are some Raj lands in the Hills regarding which full inquiries should be made by the Principal Assistant Commissioner without delay. Some of these lands, I believe, were cultivated for the Rajah himself; others had been bestowed by him as service lands on his servants. Since our Government has held possession of these Hills, the greater part of these lands, I understand, has been usurped by the Doloies, the Rajah's servants and their descendants. The ex-Rajah, I am told, claims some of these lands under the plea that they have been set aside for the maintenance of his mothers and his own sisters. This claim should be investigated, and those lands which have been *bond fide* appropriated, before the country came into the hands of the British Government, to the maintenance of the female members of the ex-Rajah's family, should be allowed, I think, to remain in their possession for their lives according to the custom of the country.

272. If the Jynteah Hills are assessed, I would recommend that a portion of the assessment should be applied every year to repairing the old road between Sylhet and Assam, which passes through the Hills, *via* Jyntealipore and Joowaie, to Jaggee Chowkey, in the district of Nowgong. This is a very useful road to the people of the Jynteah Hills, and is their direct communication with Sylhet and Nowgong; it was last repaired, I believe, in 1829 by the late Mr. David Scott, and although it is now in a very dilapidated state, a considerable traffic passes along it to Sylhet and Nowgong.

273. If an European Officer be stationed at Joowaie, a good Bengalee and Cossyah School should be established at that village. The Cossyah language should be taught in the Bengalee, and not the Roman character. After the School has been established for a certain period, no person should be eligible to the offices of Doloie and Sirdar who is unable to read and write both languages. It is to me quite a mystery how some of the Doloies and Sirdars who visited me are able to transact the commonest village duties at all.

274. The lands of each village originally belonged in common to the community. Where labor has been expended on land by individuals, where embankments and water-courses have been constructed, gardens planted, and jungle cleared, the lands become, by the custom of the country, the private property of the individuals who have made the outlay on them. Besides the lands that have been thus and otherwise appropriated by private individuals, there are, in many of the Jynteah Elakas, extensive tracts of unoccupied jungle and waste lands which are at the disposal of the Government, and to which the attention of the district Officer should be directed. There are, I believe, large tracts of unoccupied land of this kind in the Elakas of Ralleang, Nurteng, Salaymuntang, Lakadong, Nongklay, Amwaie and Norpo, which might with great advantage be granted to European speculators on the same terms as waste lands are granted in Assam, or might be leased in smaller quantities to Natives on Halabadie settlements. The high land Elakas of Ralleang, Nurteng and Salaymuntang, which are in the interior of the Hills, will probably be found the most suitable for European settlers, the climate being cool and salubrious at all seasons of the year. The waste lands of the Elakas of Lakadong, Nongklay, Amwaie and Norpo, which are hilly and covered with tree jungle, and lie towards the plains of Sylhet, will be found, in all probability, well adapted to tea and coffee cultivation; the climate, however, is not considered good, and might be found unhealthy for Europeans during the rainy season. Mr. Principal Assistant Commissioner Hudson has informed me that he has reason to think that "indigenous tea is to be found "on some of the low Hills in the Elakas of Lakadong, Norpo, and Sathpathor "Poonjee." The extensive Elaka of Norpo is quite unexplored. There are some fine timber forests in this district, which should be let in farm to

the people of the plains in the same manner that the forests on the Assam side are leased. Mr. Hudson thinks that lime and coal are likely to be found in Norpo, and there seems to be reason to believe that if that district were carefully examined by a competent person, valuable mineral and other discoveries might be the result.

275. There are also large quantities of waste unoccupied lands in the Elakas of Sathpathor, Sath Poonjee, Darong Poonjee, Oomiah and Paunch Poonjee, which border on the Sylhet plains. These lands should be given to Bengalee farmers on the terms on which Halabadie lands are granted in the Sylhet district; some of these lands are very well adapted for the cultivation of the inhabitants of the plains, and I have no doubt that a considerable quantity of them would be readily taken up by the people of Sylhet, if they were properly advertised and granted on liberal terms.

276. In 1854 the potato was not cultivated at all in the Jynteah Hills, but during the last two or three years it has been grown with much success in the Elakas of Joowaie and Anwaie, particularly in the latter, and this kind of cultivation seems to be extending rapidly in these Hills, and is likely to prove highly advantageous to the people.

#### PAUNCH POONJEE.

277. Rajah Hazar Sing, of Moleem, presented a petition to me by his Mookhtear, Mr. G. A. Coleman, claiming the Elaka of Paunch Poonjee, now attached to the Jynteah Hill territory, as a portion of the state of Moleem, and averring that he had been wrongfully dispossessed of it, in the year 1849, by the late Political Agent, Colonel Lister, at the instigation of his son-in-law Mr. H. Inglis.

278. I directed the Principal Assistant Commissioner to investigate and report on the Rajah's allegations, and this has been done very carefully and completely. I consider that it has been very clearly and satisfactorily proved by the evidence of Rajah Sing Manick, of Khyrim, of several of the Chief Doloies of the Jynteah Hills and other very respectable persons, that the Elaka of Paunch Poonjee belonged to the Jynteah Hills for some years before that territory was transferred to the British Government in the year 1835, and that this Elaka came into the possession of the Government with the other portion of the Jynteah Hills without any objection on the part of the Moleem Rajah, or indeed of any other person. It appears that for some time, between the years 1837 and 1840, the Paunch Poonjee villages were placed by the Political Agent under the charge of Rajah Chaund Manick, of Moleem, the maternal uncle of the present Rajah, on condition that he would bridge the "Lingteah" stream, and keep the road and bridges between that river and Terriah Ghaut in repair. The Rajah neglected to perform these

conditions, and in consequence Colonel Liſter brought these villages again under his own management. There is no proof whatever that Mr. Inglis interfered at all in this matter, neither have I any reason to believe that he did so. Rajah Hazar Sing, in his petition to me, has averred that Colonel Lister, at the instigation of Mr. Inglis, deprived him of the Paunch Poonjee district in the year 1849. When Colonel Jenkins, the Governor General's Agent, was on circuit at Cherra Poonjee in May 1855, the Rajah petitioned that functionary, claiming the Elaka of Paunch Poonjee as a portion of his ancestral domain and declaring that he had been dispossessed of it, about thirteen years ago, *by the Sirdars of the district*, whilst he was a minor, soon after the death of his uncle Rajah Chaund Manick; in this petition he made no mention whatever either of Colonel Lister or Mr. Inglis!

279. After the most careful consideration, being decidedly of opinion that the claim of Rajah Hazar Sing, of Moleem, to the Elaka of Paunch Poonjee is entirely false and fictitious, and that the district belongs and has belonged to the Jynteah Hill territory before the year 1829, I rejected the Rajah's petition. I ought perhaps to mention that when the Sirdars of Paunch Poonjee waited on me, they all asserted that they owed no allegiance to the Rajah of Moleem and had always been under the Rajah of Jynteah, and they expressed the strongest repugnance to being placed under the authority of the Moleem Rajah.

280. Rajah Hazar Sing is a person of a feeble intellect, and dissolute and extravagant habits, and is extremely unpopular with the people of his own country; he is married to a woman of Cherra Poonjee, and almost always resides at that place. For some years he has altogether neglected his duties as Chief of the Moleem district, and has made them over to mercenary underlings, who are very oppressive to the people; his conduct has so much exasperated his subjects, that they certainly would have deposed him long ago had they not been restrained by the fear of the Government. In February 1857 there was a rather serious disturbance in the Moleem country between some of the Rajah's servants, and some of the Moleem mountaineers, and the Rajah was obliged to apply to the Governor General's Agent at Gowhatty, for assistance against his own subjects. The Rajah is quite unfit to manage the affairs of his own country, and under any circumstances it would have been an act of grievous injustice to the people of Paunch Poonjee to place them in the power of such a weak and worthless person as Rajah Hazar Sing of Moleem.

281. After the conquest, in 1829, of the Moleem country, the Chieftain of that State (then styled Rajah of Khyrim) ceded to the British Government, by a treaty, or rather an agreement,\* dated the 15th of January 1830, the tract of country situated to the South

\*Appendix No. 4 E.

and East of the "Oomeean" or Boga Pance River. This tract, which is perhaps one of the most salubrious and elevated parts of the Cossyah range, was retained by the Governor General's Agent, Mr. David Scott, because he considered it the most eligible spot for a Cantonment or a Sanatarium for European Troops.

282. In May 1834 the Governor General's Agent on the North East Frontier, Colonel Jenkins, directed\* Captain Lister, then  
 \*Appendix No. 9. Commanding the Sylhet Light Infantry, to restore this ceded tract to Rajah Chaund Manick, of Moleem, the successor of Rajah Bur Manick, on condition that the Rajah would allow the Government to choose a spot within the tract in question for a Sanatarium, or to place Military posts any where that might be considered necessary for the security of the country.

283. In October† 1834, Colonel Jenkins submitted a proposition to the  
 † Appendix No. 9 A. Government to restore this tract to the Moleem Chief, and the Government in reply‡ called for further information, which apparently has never been supplied. The proposition was allowed  
 † Appendix No. 9 B. to drop, and the tract in question seems not to have been restored to the Rajah, and is, I believe, to this day only nominally under his control. The real authority has remained in the hands of the heads of the villages and their respective durbars.

284. There seems to be no reason to believe that the Government has ever formally renounced any of the territorial rights acquired by the agreement of the 15th of January 1830, and although Colonel Jenkins has stated that the Moleem Chieftain is "bound to allow us to establish posts in any part of the country," the only two agreements of the Moleem Rajah now in existence certainly contain no such stipulation. It is, I think, of some importance that the Government should determine, whether it will relinquish the right which, in my judgment, it undoubtedly possesses, under the agreement above cited, to the tract of country to the South and East of the Boga Pance river. In this tract there are three villages, Lailongkote, Wahyanglong and Mowyang, and in the neighbourhood of the first of them is likely to be found the most eligible site in the Cossyah and Jynteah Hills for a Sanatarium or a Cantonment for European Troops.

285. The elevation of Lailongkote, according to Professor Oldham, is 5703 feet above the sea; there is a fine table land free from jungle; the soil is of fair quality for a hilly country, and the climate, which is far preferable to that of Cherra Poonjee, being much less humid, is very healthy and apparently well-suited to the European constitution at all seasons of the year. From Cherra Poonjee to Lailongkote, a distance of about



eighteen miles, there is a useful road which is capable of much improvement at a very moderate cost. There is no large river to be crossed on the route, coal and lime can be easily supplied from the village of Lyrungyo, which is about thirteen miles distant, and provisions and other articles might be brought from Cherra Poonjee at a small expense. Lailongkote is situated on the high road which is being made across the Hills from Cherra Poonjee to Assaloo *via* Joowaie Poonjee, and it is about twenty-five miles from the centre of the Jynteah Hills, from whence supplies might be drawn without difficulty, and at a moderate rate.

286. The advantage of having, in these Hills, a detachment of European Troops or even a Convalescent Depôt, like that at Darjeeling, must be obvious. To ensure perfect safety in Assam and Eastern Bengal it will be necessary, I apprehend, for some time to come, to have a certain number of European Troops on this Frontier, and I think that they cannot be better placed than in these mountains where the climate is so favorable to their health, and where they would be ready for service on the occurrence of any emergency in Assam or Eastern Bengal.

287. The right of Government to the tract of country to the South and East of the Oomecam River, appears to be so valuable for Military and other purposes, that I would, with deference, recommend that it be not relinquished without the fullest consideration. There is, I understand, a large quantity of waste and unoccupied land in this tract which would be very useful to European settlers, and Mr. Principal Assistant Commissioner Hudson has informed me that he has received an application from a very respectable English Gentleman for a grant of land in this part of the country, and in all probability other applications of a similar kind would be made if these lands are considered available for European settlers.

288. In a resolution of the Bengal Government, under date the 24th of November 1853, the Most Noble the Governor of Bengal has been pleased to declare that it was not the intention of the Government to extend the interference of the British authorities in the affairs of these semi-independent and dependent states, or to "alter the kind or degree of "subjection" in which they were then placed, and it appears to me that nothing has since occurred to render any deviation from that policy necessary or indeed expedient. All these Cossyah states, by whatever distinctive appellation they are known, acknowledge the supremacy and are *de facto* under the authority and control of the British Government. I know that the Chiefs of every grade and degree consider themselves to be feudatories and vassals of the Government. Nothing, in my opinion, is likely to be gained by any further interference, at the present time, with the administration of these Native Chiefs.

289. I have already observed that it has been hitherto the practice to report to the Government only the successions to the Raj of Cherra Poonjee ; but it seems to me very expedient that all future successions to the Chieftainships of the five semi-independent States, at all events, should be reported to, and receive the formal sanction of the Government. Each Rajah, on his succession, should be required to present a "nuzzur" to, and receive a "khilut" from, the Government as is usual on these occasions in other parts of the country. Each semi-independent Chieftain should execute an "Ikrarnamah" and receive a sunnud of appointment from the Government. It is not necessary, I think, that these "Ikrarnamahs" should contain any minute articles of agreement ; it will suffice for the Chief to promise to govern his country according to its ancient and established usages, to reside in his own district, to keep his people contented and satisfied, and to obey any orders that may be given to him by the Government as the supreme ruling power. I consider the stipulation regarding residence necessary, because the district of Moleem is, and has been for many years, in a deplorable state owing to the absenteeism of its Chieftain, Rajah Hazar Sing, who has deserted his country and has been residing for some years with his wife's family at Cherra Poonjee.

290. The political authorities, I understand, doubt whether they have the power of requiring Rajah Hazar Sing to reside in his own country and attend to its affairs. The people of Moleem are under the impression that in any contest between them and their Chief, the Government will support the latter, and therefore they are afraid to depose him and elect another person to manage their affairs. The Rajah is under the protection of our Government, and if he were not in that position, he would not dare to act as he has done. I think he should be directed to reside in his own country and to attend to its business, and if he refuses or neglects to comply with this very reasonable requisition, intimation should be given to the people of Moleem that the protection of the Government had been withdrawn from him, and they would then soon redress their own grievances ; as it is, the British influence is merely an instrument of oppression to them.

291. I have seen all these semi-independent Rajahs, and have made careful inquiry into their character, conduct and qualifications ; I am satisfied that there is not one among them who can with safety be trusted with the power of capital punishment. Since the British power became paramount in these Hills, there has not been, I believe, a single instance in which a capital sentence has been passed and carried into effect by any Chieftain, or other Native ruler or authority, and from what I elicited during the interviews which I have had with these Chiefs, it is my impression that they do not consider themselves to have the power to pass capital sentences. It

would be a good plan, I think, to order all cases of murder and homicide, belonging to these semi-independent States, to be tried conjointly by the Principal Assistant Commissioner at Cherra Poonjee, and the Chieftain of the district in which the crime had been committed. When both these functionaries agree as to the guilt of the accused, they might be authorized to pass sentences of imprisonment with labor and irons for a term not exceeding fourteen years, and to refer all other cases requiring a heavier punishment for the final orders of the Government. An appeal from all final sentences of the Principal Assistant Commissioner and the Chieftain, should lie to the Governor General's Agent, and when the Principal Assistant Commissioner and the Chieftain differ in opinion regarding the guilt of the accused, or the measure of punishment to be inflicted, a reference should be made to the Governor General's Agent, who should pass final orders according to his own judgment and competence, or refer the case, should a sentence of more than fourteen years' imprisonment be required, for the orders of the Government. The Principal Assistant Commissioner and the Chieftain might be assisted in trying these cases by a jury composed of the "Muntrees," Sirdars and Head-men of the district. I do not apprehend that any objection would be offered by these semi-independent Chiefs to a judicial procedure of this nature; on the contrary, I incline to think that it would be acceptable to them. It will not be necessary to carry out the above suggestions immediately: this can be done by degrees; affairs can be allowed to remain as they are for the present, but when any new succession to a Chieftainship shall take place, and the Government is called on to sanction and confirm the appointment of a new Chieftain, opportunity might be taken to carry out any arrangement of this kind which, I think, would be beneficial to these districts.

292. It was brought to my notice that in the village of Cherra Poonjee there was a Cossyah who had been accused of murder and had been kept in prison without trial since the year 1850; I was also told that this person had been occasionally treated with much cruelty by the Rajah's people. I directed the Principal Assistant Commissioner to make enquiries into this matter. Rajah Ram Sing, of Cherra Poonjee, represented, that the Cossyah in question, named Oomur Sing, had been found guilty of the murder of one Phan Rai, and sentenced by the Rajah's predecessor, Rajah Soubah Sing, to imprisonment for life with labor in irons. There was no written record of conviction, and no one could give any information as to when the trial took place and the sentence had been passed. Mr. Hudson informed me that he doubted very much whether the prisoner had been tried and sentenced by the late Rajah, and from what I heard from some of the most respectable inhabitants of Cherra Poonjee and other sources, I am inclined to believe that this man has been kept in prison without trial for the last eight years! It appears that Oomur Sing had been kept chained to

a post for some time, because he had effected his escape from custody; he was released, I believe, from this cruel mode of punishment shortly after my arrival at this station. These Chieftains have not suitable places for the imprisonment of life and long term convicts; if they be allowed to keep such prisoners in their custody there will be much cruelty and irregularity: they should be required either to erect suitable buildings for this purpose, or to send prisoners of these classes to the Cherra Poonjee Jail to undergo their sentences.

293. No alteration seems to be required in the civil jurisdiction of these five semi-independent Chiefs and their durbars; they should be allowed, I think, to decide, as at present, all civil suits in which only their own people are concerned.

294. There appears to be no present necessity for making any alteration in the civil and criminal administration of the twenty dependent states. There is, however, nothing, I think, in the existing relations between the Government and these dependent states, which precludes the former from altering the present arrangements whenever such a step may be considered desirable; but I am of opinion that the best course now will be to leave matters as they are. Cases of murder and homicide belonging to these states, are now taken up and tried by the Principal Assistant Commissioner at Cherra Poonjee; I would allow the Chiefs and people to dispose of all other criminal and civil cases after their own fashion according to the present practice. These states and their Chiefs consider themselves to be entirely under the control of the Government, and will no doubt consent to carry out any well-considered projects of improvement which the Government may be desirous to introduce.

295. The successions to the Chieftain-ships of the four principal dependent states of Moley, Mahram, Murriow and Nungklow should always, I think, be reported for the confirmation of the Government. Each of these Chiefs, in succeeding to their Raj, should execute an "Ikrarnamah," and a "sunnud" of appointment should be given to them by the Government after they had presented the usual "nuzzur" and been invested with the usual "khilut." The successions to the Chieftainships and Sirdarships of the petty States should be reported to the Governor General's Agent, who might be empowered to grant sunnuds to all these petty Chiefs, Sirdars and Elders. This public and ceremonious recognition of these dependent Chiefs by the Government would probably be found very useful, inasmuch as it will ensure the respect and ready obedience of their subordinates, and this direct and visible responsibility to the paramount power will render these Chiefs more anxious and careful to exercise their delegated functions with fidelity and discretion.

296. In the Resolution of the Most Noble the Governor of Bengal above referred to, His Lordship was pleased to declare, that it was not the intention of Government on that occasion to demand any payment of tribute or revenue from the semi-independent and dependent Cossyah states. I have already stated that the British possessions in these Hills are now sufficiently taxed, and I am not prepared to recommend that any tribute or revenue should be required, at present, from the states which are not British possessions. No doubt the Government would be fully justified in calling upon these Chiefs and people to contribute, according to their means, what is right and proper towards the payment of the expenses incurred in maintaining good order, and giving security to life and property in these mountains, and it is probable that tribute and revenue might be raised from these states under judicious management, without much difficulty and without exciting any thing like serious discontent among the Chiefs and people; but the present juncture does not appear to me to be opportune for making this fiscal experiment; it will, I think, be prudent to defer it till the resources of these Hills have been more fully developed, and till the political horizon is more clear.

297. The late Assistant Political Agent, Lieutenant G. N. Cave, seems to have been of opinion, that there would be no difficulty in raising a moderate revenue from the dependent states, and he even thought that such a measure would be acceptable to the Chiefs, Sirdars and Head-men, inasmuch as it would be the means of augmenting their incomes. Colonel Lister seems not to have shared in this opinion; he thought that the poverty of the districts to the North and West of Cherra Poonjee would render the collection of any tax in those villages a rather troublesome matter, and that perhaps some of the Chiefs might be disposed to resist, in which case the necessary coercion might be difficult and expensive. At the present time there is not, in my opinion, any district that cannot afford to pay a moderate contribution to the public expenses, and I very much doubt whether there is any Chief who would attempt to resist the imposition of any moderate tax on his villages; but as I have said before, I do not consider the present a favorable opportunity for carrying out a project of this kind.

298. Lieutenant Cave, in his Report of the 1st of March 1854, No. 35, has suggested\* the expediency of placing the small districts of Moflong and Mowlong under the direct authority of the Civil Officer at Cherra Poonjee. For some time past the people of these villages have been in the habit of resorting to the Cherra Court for justice, and the Head-men consider themselves to be entirely under our authority, and, in fact, are so. Under these circumstances there seems to be no reason why the administration of these small villages should not be formally placed on the same footing as that of the British villages.

299. In the year 1855 the Governor General's Agent on the North East Frontier pointed out to the Government, that great inconvenience was likely to arise, if the Cossyah Chiefs, Sirdars, Elders and other village authorities are permitted to grant large tracts of land in their districts to Europeans and other persons not being Natives of the Hills, without the knowledge and intervention of the Officers of Government, and the Government in reply\* was pleased to authorize Colonel Jenkins "to take such steps as may appear fitting and practicable for preventing such injurious acquisitions of property." I requested Colonel Jenkins to inform me what had been done in pursuance of these instructions, and he replied that the subject was surrounded with such great difficulties that nothing as yet had been done, and that he was of opinion "that the object in view could only be met by a legislative enactment as respects British subjects." No doubt this is a matter of much difficulty and importance, for these Cossyah Chiefs of all kinds are so extremely ignorant and reckless, that they may at any time grant long or perpetual leases of very valuable lands for very trifling sums required for their personal necessities or the gratification of their passions. There may be perhaps some difficulty in legislating on such a subject, for the Government may feel averse to any interference of this kind with the Chiefs and people of the semi-independent and dependent States; the Government, however, having been pleased to declare that it has a right, in return for protecting them from mutual aggressions and securing to them the advantages of peace and good government, to demand tribute or revenue from them whenever it may be expedient so to do, it appears to me that it would be justified in adopting precautionary measures to prevent the public resources of these states being wantonly wasted and alienated. This object, I think, might be attained in some measure if the Government notified to the Cossyah Chiefs and people of the semi-independent and dependent states that it would not recognize the grant of any large tract of land in any of these states, unless it had been confirmed by a British Officer duly authorized by the Government to sanction such grants. Some such restriction as this would, in all probability, prevent, in a great degree, illegal and fraudulent grants, for few persons would run the risk of taking grants without the sanction of the Government.

300. The ignorance and credulity of these Cossyah Chiefs are almost beyond belief. The Chief of one of the semi-independent states, a very straightforward and respectable person, assured me that he had been induced to grant a lease of a coal mine in his territory to a person having the appearance of an European Gentleman, who represented himself to be an Officer of the Government, and asserted that he had taken the lease on account of the Government. I have no reason to disbelieve this statement; I

\* Mr. Secretary Grey's letter to Governor General's Agent, North East Frontier, No. 268, August 25th 1855, Para. 7.

have seen a copy of the lease, and in my opinion its conditions are such as the Chief, had he been aware of what he was about, would not have agreed to. On questioning him I found that he knew little or nothing about the terms of the lease, and he candidly admitted that this was the case, adding that he thought he was transacting business with a Government Officer, and having perfect faith and confidence that every thing was fair and correct, he at once agreed to do every thing that he was asked to do, without making any enquiry into the matter. When the trade of these Hills has been thoroughly opened, it is not unlikely that transactions of this kind may take place again, and they ought, I think, if possible, to be guarded against.

### DISSENSIONS REGARDING THE SUCCESSION TO THE CHERRA RAJ.

301. On my arrival at Cherra Poonjee I found that violent dissensions were raging between Rajah Ram Sing, of Cherra Poonjee, and almost all the principal Sirdars of his district. The last Rajah, Soubah Sing, died on the 5th of June 1856, and Rajah Ram Sing, who is the eldest nephew of the deceased, represented to the Principal Assistant Commissioner, that he had succeeded his uncle. The succession was reported to the Supreme Government, and the Right Hon'ble the Governor General in Council was pleased to sanction\* the succession of Rajah Ram Sing to the Raj of Cherra Poonjee. Rajah Ram Sing, however, had not been elected, according to the custom of the country, by the Heads of the twelve tribes or clans in whom the power of election is vested, and in consequence a great many of the most influential people refused to acknowledge him as the lawful ruler of Cherra Poonjee. As the performance of the funeral ceremonies of the late Rajah, by Rajah Ram Sing, would, according to the usage of the country, have been conclusive in regard to the succession, the opposition party would not permit the dead body of Soubah Sing to be burnt, and in consequence it was kept in the village for nearly a year. After I had given the Heads of the twelve tribes an assurance that the Government would maintain the just and ancient rights of both parties, the representatives of the twelve tribes withdrew their opposition, and the funeral ceremonies of the late Rajah were celebrated in the usual manner on the 4th of May 1857, without any disturbance.

302. It is, I think, beyond dispute that Rajah Ram Sing has succeeded to the Cherra Raj in an irregular manner, and that he has not been elected, as all his predecessors have been, by the representatives of the twelve tribes or clans, who, by immemorial usage, have the right of election. The local authorities, I think, ought to have taken care that Rajah Ram Sing had been duly elected before they reported his succession for the sanction of Government. As he had been recognized as Chieftain by the Supreme

\* Orders No. 4080, dated 1st of August 1856.

Government, and was not personally disqualified for the office, it appeared to me inexpedient to listen to the request of the representatives of the twelve tribes to be allowed to elect a Chieftain. An election when the passions of both parties were inflamed, and during the critical period of July and August 1857, might have been attended with untoward consequences; under these circumstances I thought it advisable to settle the matter amicably at once. The representatives of the twelve tribes were not unreasonable; they held a durbar, by invitation, at my office. I represented to them that the appointment of Ram Sing had been sanctioned by the Government, and that it was inexpedient to reopen that question, and I gave them an assurance in writing that the succession of Ram Sing should not be taken as a precedent, but that in all future successions the ancient and established usages of the country should be strictly abided by and faithfully observed. With this compromise both parties appeared to be satisfied, and the dispute regarding the succession has been settled; the result, however, might have been different, had the disputed succession occurred in one of the distant states where the people are more wild and bigoted than those of Cherra Ponjee; the Cossyahs are very touchy about their political rights, and the district Officer should see that they are respected. In this instance Rajah Ram Sing was clearly in the wrong throughout; he is a head-strong, arbitrary and unpopular Chieftain, and I took this opportunity of intimating to him quietly that he must not expect the Government to support him in any encroachments on the liberties of his people.

#### COMPLAINTS AGAINST THE RAJAH OF CHERRA POONJEE.

303. The Sirdars of the British village of Moosmye made a verbal complaint to me, that the Rajah of Cherra was very oppressive and extortionate to them. I requested the Principal Assistant Commissioner to inquire into the matter, and it has been proved that it is usual for the Rajah to levy a transit tax of one pice for each male porter's burden, and half a pice for each load carried by a female, which passes through his territory. When the Moosmye people are employed as porters, the Rajah has lately compelled them to pay four pice for each load carried by a man, and three pice for every load carried by a woman. The demand is extortionate and contrary to the custom of the country, and it has the effect of preventing the employment of the Moosmye people as porters for the conveyance of goods that have to pass through the Cherra district. The object of the Rajah is thus oppressing the Moosmye people seems to be to compel them to abandon their own village and settle in some of his villages. The Rajah has not denied, though he has sought to evade, the charges brought against him by the Moosmye Sirdars. There is, in my opinion, ample proof that he has acted very oppressively to the Moosmye people. I have desired the Principal Assistant Commissioner to re-visit with him and to



remind him that these arbitrary and unjust exactions are quite at variance with the spirit of his engagements with, and his position towards the Government; if they be continued, the interference of the Government will be required, for the British villages have a right to the protection of the Government.

304. Several persons complained to me that the Rajah of Cherra Poonjee was in the habit of stopping traders and others passing along the Government high road to Assam, and forcibly compelling them to pay transit duties. The Rajah has admitted that he demands a tax of one pice on every load of merchandise carried by a porter, and two pice on every head of cattle taken along that part of the Assam dawk road, which passes under his village, and he declares that he and his predecessors have always levied this tax without any prohibition on the part of the Cherra Civil Officers. I have reason to believe that the oppressions of the Rajah's servants are not confined to the exaction of the taxes above-mentioned, but under color of collecting these taxes, they commit all kinds of violence and oppression on the Government highway. I am told that in the time of Colonel Lister, the Rajahs of Cherra never attempted to levy these taxes on the high road, and that the demand now made is a modern extortion. Mr. Principal Assistant Commissioner Hudson is of opinion "that the Rajah has no right to stop traders proceeding along a Government highway on any pretence, and the practice should be prohibited, or it may form a precedent for other Chieftains to follow his example, and thus defeat the object for which the road was made." I entirely concur with Mr. Hudson on this subject, and as I feel satisfied that the Rajah has no right whatever to obstruct the Government highway and to harass travellers and traders with his tax-gatherers, I have instructed the Principal Assistant Commissioner to desire the Rajah to desist from stopping persons on the Assam road, and to discontinue the exaction of taxes thereon till further orders.

#### COMPLAINTS AGAINST THE WAHADADARS OF CHEYLA POONJEE.

305. Some reform in the administration of the large dependent state of Cheyla Poonjee seems to be urgently required. For the last four or five years the great majority of the people have been extremely dissatisfied with the manner in which the affairs of their country have been administered by the six Head-men who are called "Wahadadars," and the district has been torn asunder by party feuds and dissensions. The fear of the displeasure of the Government has alone prevented very serious disturbances.

306. In May 1851 the Wahadadars appealed to the Political Agent for support against their own people, and since then there has been no peace and quietness in Cheyla Poonjee. The party in opposition to the

Wahadadars, is the most powerful, and is composed of the most influential Zemindars and inhabitants of the district; it would have removed the present village authorities long ago, had there not been a very prevalent impression among the Cheyla Cossyals, that their Wahadadars would be supported against them by the Government.

307. A large number of the principal Zemindars and inhabitants of the Cheyla district waited on me soon after my arrival at Cherra Poonjee to complain against their Wahadadars; among them there were, I believe, delegates from almost every village in the district. The complainants were divided into two parties; the one consisted of the representatives of the twelve confederated villages of the old Cheyla district, who merely asked for permission to remove the present Wahadadars on account of oppression and misconduct, and to appoint in their places impartial and competent persons according to the ancient usage of the country; the other consisted of the Sirdars and Elders of the five villages named in the margin, and known by the name of the "Panch Poonjee" district, which had joined the twelve confederated villages after the latter had made their submission to the British Government in the year 1829. The "Panch Poonjee" people not only prayed for the dismissal of the Wahadadars, but solicited permission to separate themselves from the twelve allied villages, and to manage their own affairs again as they had done before their union with the larger section of the district.

1. Nongkro.
2. Toernah.
3. Nongkreeat.
4. Mantang.
5. Romdai.

308. The charges brought against the Wahadadars by their opponents were—

1st.—That they, the Wahadadars, being the elected Chiefs of the Cheyla Community, had illegally assumed rights, powers, and privileges superior to those claimed by any of the first class hereditary Cossyah Chieftains.

2ndly.—That their judicial procedure had been irregular, oppressive and contrary to the established usages of the country, inasmuch as they were in the habit of deciding cases in their own houses, without consulting the village durbar, instead of at the place called the "Phallee Bazaar," in the village of Cheyla, where all cases had been decided from time immemorial in open durbar with the advice and consent of the village Head-men and Elders.

3rdly.—That they wilfully delayed making decisions from improper motives, and that many of their decisions, when made, were unjust, partial and corrupt.

309. The complainants also accused the Wahadadars, in general terms, of being under the influence of two Bengalee\* advisers, who instigated and participated in their oppressions.

310. In 1829, when Mr. David Scott first came into these Hills as Governor General's Agent, the affairs of the twelve confederated villages of Cheyla Poonjee were administered by four Wahadadars,† two of whom, Mishnee and Bur Sing, are still alive and in office. There are now six‡ Wahadadars. On the death of Somen, Larh Sing was permitted, by an order of the Political Agent, dated the 17th of September 1850, to succeed to a half share of the Wahadadarship of the deceased; the succession to the remaining half share was disputed by Bur Doloie and Sona Rai, and in consequence a reference was made to the people with the view of ascertaining which of the twain would be most acceptable to them; the choice of the majority fell on the former, who was consequently inducted into the remaining half of the Wahadadarship by orders of the Political Agent, dated the 8th of March 1852. Subsequently, however, this arrangement was set aside with the consent of the Governor General's Agent, North East Frontier, by a private agreement between Bur Doloie and Sona Rai, each of whom was permitted to succeed to a one-fourth share of the Wahadadarship of the deceased Somen. Although these three persons conjointly hold the office of Wahadadar, they have only one vote in the decision of cases and in other village business. Ooksan Wahadadar died about the year 1844, and was succeeded by Behai; but this succession seems not to have been formally confirmed by the Political authorities.

311. In 1854, not long after Mr. Principal Assistant Commissioner Hudson had joined his present appointment, the disturbed state of the Cheyla district attracted his attention, and he dispatched Hujjun Manick, a cousin of the Cherra Poonjee Rajah, to Cheyla Poonjee to enquire into the causes of the disturbances which were then so frequent in that district, and to ascertain why the people were so dissatisfied with the Wahadadars. On the 12th of June 1854, he submitted a report, which was very unfavorable to the Wahadadars. He represented that they did their duty in a very irregular and unsatisfactory manner, and that the people had good grounds for complaint; he said he had endeavoured to settle the differences between the Wahadadars and the people, but had not succeeded in doing so owing to the interference of the two Bengalee Agents of the Wahadadars, who profited by fomenting these dissensions.

312. In all the other Cossyah states it is the practice for the Chiefs, Elders and Head-men to make judicial decisions in the open durbar with

\* Gourkishore Dey. Ram Su/ker Dutt.

† 1. Mishnee. 2. Bur Sing. 3. Somen. 4. Ooksan.

‡ 1. Mishnee. 2. Bur Sing. 3. Larh Sing. 4. Bur Doloie. 5. Sona Rai. 6. Behai.

the advice and consent of the most influential and respectable men of the village. The decision is proclaimed in open durbar before all the people, but no written record of it, or of the proceedings, is kept. For some years the Wahadadars of Cheyla Poonjee have introduced the practice of recording their proceedings and decisions in the Bengalee language, which is understood neither by the Wahadadars, nor the durbar, nor the Cossyah litigants. The Bengalee record is prepared by the two Bengalee advisers, who can enter thereon whatever they please, for there is no check upon them. This has given great offence to the Cheyla people; they strongly object to this departure from their ancient customs, which, they, with much reason, say, places them entirely at the mercy of two hireling and covetous Bengalees, who came into their country some few years ago paupers, and have now become men of opulence.

313. I requested the Principal Assistant Commissioner to send for my inspection six of the oldest undecided civil suits which were on the file of the Cheyla Wahadadars on the 31st of August 1857. The Principal Assistant Commissioner experienced much difficulty in getting these cases from the Wahadadars, and has informed me that he is not certain that a correct return has been made to my requisition. The Wahadadars made great delay in producing these cases which, from their appearance, seem to have been prepared for the occasion. The dates of institution of these six cases are shown on the margin; the amounts sued for, with one exception, are trifling, and all these suits might have easily been decided within six months of the dates of their institution. There is no reason apparent on the records why decision should have been delayed for so many years. The opposition party affirms that these delays have been made to enable the Wahadadars to effect corrupt bargains and arrangements with the litigants.

1. July 9th 1852.
2. December 27th 1852.
3. June 11th 1853.
4. July 28th 1853.
5. September 2nd 1853.
6. September 16th 1853.

314. According to the returns received from the Wahadadars there were on their file, on the 31st of August 1857, forty-four undecided civil suits and eleven criminal cases; in three of the latter cases the charges had been preferred on the dates noted on the margin. I am, however, of opinion that no dependence can be placed on these returns of the Wahadadars, which have evidently been concocted by the two Bengalee advisers.

1. December 15th 1853.
2. March 16th 1854.
3. April 4th 1854.

315. I sent to the Principal Assistant Commissioner ten written complaints bearing the names of 335 inhabitants of the Cheyla Poonjee district, in order that they might be formally inquired into by that Officer in the presence of both parties. There were also four other petitions subsequently presented by seventy-seven individuals, containing similar complaints

respecting the misconduct and inefficiency of the Wahadadars; but the Principal Assistant Commissioner did not consider it necessary to enquire into them, because the allegations therein contained were precisely similar to those in the other petitions which had been previously investigated. A large number of the Cheyla Co-syahs, who presented no petitions, made verbal complaints to me against the Wahadadars.

316. Six of these petitions were presented by respectable Zemindars, Heads of villages and other inhabitants of the twelve allied villages, and the other four petitions by the Sirdars, Elders and others of the "Panch Poonjee" villages.

317. I think it has been proved, by the oral and documentary evidence adduced, that in the month of May 1856, during the absence from home of Orai Zemindar, four Peons in the employ of Mishnee Wahadadar, by order of that person, violently ejected the wife of the said Oorai from her husband's house, held forcible possession of it for about six days, and plundered therefrom, during the night time, a considerable quantity of property which the plaintiff has valued at Rupees 545-2-0; the pretext for this outrage was that the Zemindar had committed an assault upon certain persons who had been sent by this Wahadadar to cut down one of the Zemindar's jack trees.

318. The Petitioners brought forward and substantiated other cases in which I consider the official conduct of the Wahadadars has been very reprehensible and oppressive to the people.

319. I am of opinion that these Wahadadars have claimed an hereditary right to these Wahadadarships, which is entirely without foundation. I think it has been clearly and satisfactorily proved, that the Wahadadars are, and always have been, previous to 1829, the elected Chiefs of the Cheyla community, and are liable to removal for official misconduct and maladministration by the same power that elected them. I think also that it has been satisfactorily established, that after the death of the Wahadadars Somen and Ooksan, Larh Sing, Bur Doloie, Sona Rai and Behai have been irregularly and illegally appointed Wahadadars without the consent of the people and contrary to the established usage of the Cheyla Poonjee district. It is clear also that the division of the Wahadadarship of the late Somen into three separate shares, is altogether unlawful and opposed to the well-known custom of the country.

320. I am of opinion that it has been proved that the mode of procedure adopted by the Wahadadars in transacting business through Bengalee Agents and in the Bengalee language, is at variance with the custom of the country

and altogether repugnant to the wishes of a very large majority of the inhabitants. I am also of opinion that it has been proved that the Wahadadars have been in the habit of taking up and deciding, at their own residences, cases which ought to have been decided in open durbar at the Phallee Bazar, and that they have decided cases without the assistance and advice of the chief Zemindars and Elders of the tribes of "Ookrang" and "Ooben," who have a prescriptive right to assist in the investigation of cases and to give their opinion and votes upon them.

321. There is, I think, ample proof that these Wahadadars, for several years past, have been guilty of official misconduct and maladministration, and that the inhabitants have good grounds for dissatisfaction with them, and it appears to me that under these circumstances the people of Cheyla have a right, by the custom of the country, to remove these Wahadadars from office and to nominate other persons to perform the duties of their district.

322. For the tranquillization of the Cheyla Poonjee district I would venture to recommend the adoption of the following measure, which I think would be acceptable to the great bulk of the people. The Wahadadars Mishnee and Bur Sing have been in office for more than 30 years; they are aged men, and are not likely, in the ordinary course of things, to last long; I would allow them to remain in office as long as they are able to perform the duties of it, provided they engage to renounce their Bengalee advisers and all vain vexations and illegal pretensions and promise to conduct their official duties for the future in strict conformity with the established usages of the district. I would allow the people to exercise their ancient privilege and elect two other Wahadadars in the place of the deceased Wahadadars, Somen and Ooksan, setting aside Larh Sing, Bur Doloie, Soua Rai and Behai, who have been irregularly appointed Wahadadars.

323. It will be expedient, I think, to introduce into the Cheyla Poonjee district the system of election which is in force, and works well in the Jynteah Hill territory. Persons appointed to the office of Wahadadar should hold office for three years, if they conduct themselves properly, and at the end of that period there should be a new election. I would allow the Wahadadars to settle and decide, according to ancient usage, all civil suits; an appeal from their decisions should lie to the Principal Assistant Commissioner at Cherra Poonjee, and a special appeal to the Governor General's Agent on the North East Frontier. The Wahadadars should have authority to decide all petty criminal cases in open durbar in the usual manner, and should be required to refer all heinous cases for trial to the Cherra Court. The practice of keeping a record of civil and criminal proceedings in the Bengalee language ought to be abolished

forthwith, and the interference of Bengalee advisers and Mookhtears in judicial matters should be strictly prohibited. All judicial proceedings ought to be held in open durbar and in the Cossyah language, and only the final order should be recorded briefly in the Bengalee language in a register book kept for that purpose.

324. Some such measures as those above indicated would, I think, be acceptable to the people, and would probably have the effect of restoring peace and good order to the Cheyla district. So long as the present Wahadadars exercise their functions as they have done for the last six or seven years, there will be always discontent and disorder in Cheyla Poonjee. The people, if left to themselves, would soon effect their own deliverance, but they fear the displeasure of the Government, and in consequence have patiently put up with much from their Wabadadars; but there is a limit to human endurance, and I am persuaded that the present state of affairs cannot continue much longer without leading to much mischief.

325. I am not aware of any reason why the "Panch Poonjee" villages should not be allowed to separate themselves from the twelve allied villages and manage their own affairs through their own Sirdars and Elders as they did for some time after the Cossyah States had made their submission to the British Government. The Wahadadars have asserted that these villages had united themselves to the twelve confederated villages before hostilities commenced in these Hills in the year 1829, and that they had to pay their share of the fine of 4,000 Rupees imposed upon the whole of the Cheyla Poonjee district by the late Mr. David Scott. This, however, is evidently an incorrect statement, for it is clear from the Appendix No. 4 K. Ikrarnamah\* executed by the Wabadadars on the 3rd of September 1829, and the English official records, that this fine was imposed only on the twelve confederate villages, and not upon the "Panch Poonjee" villages: the latter appear to have been separately fined, and their inhabitants, in lieu of payment of their fine, seem to have supplied timber for the Government buildings, which were then in course of construction at the Cherra sanatorium.

326. It appears that for some time past the people of the "Panch Poonjee" villages, taking advantage of the disorganized condition of the Cheyla district, have gradually withdrawn themselves from the jurisdiction of the Wahadadars, and have been in the habit of having their own cases settled and decided, as formerly, by their own Sirdars, Elders and Durbars, and they now pray for permission to continue this practice. They are willing that all civil and criminal cases, not within their competence, should be referred to and decided by the Cherra Court.

327. It is not likely that any objection will be made to the proposed separation of the "Panch Poonjee" villages by the people of the twelve allied villages. If the Government be pleased to permit the "Panch Poonjee" villagers to manage their own affairs, their Sirdars and Elders, who are to exercise judicial functions, should be elected by the people every three years, subject to the confirmation of the Principal Assistant Commissioner at Cherra Poonjee, from whom they should receive sunnuds after their names have been duly registered in the Cherra Court. Their judicial powers and authority should be placed on the same footing as those of the Wahadadars of the twelve confederate villages.

#### COMPLAINTS REGARDING THE LEASE OF THE CHEYLA ORANGE GROVES.

328. Seventy-four inhabitants of the Cheyla Poonjee district petitioned me in writing, and about the same number of persons waited on me at different times, and made verbal representations, complaining, that for many years they had been forcibly compelled by the Cheyla Poonjee Wahadadars and certain of the Zemindars of that district, who are in the interest of Mr. Inglis, to deliver the produce of their orange gardens to that Gentleman for much lower prices than they could obtain if they were permitted to sell their oranges in the open market.

329. This orange question was fully inquired into under the orders of Government by Mr. Commissioner Dunbar in the months of December 1848 and January 1849. Mr. Inglis continues in possession of these orange groves under the same lease as he held them when they were made the subject of investigation by Mr. Dunbar in 1848-49; there is now no complaint of any new aggression on the part of Mr. Inglis. Mr. Dunbar was of opinion that Mr. Inglis' claim to the produce of these orange groves was supported "by a full and legal right," and he added that "even were there any doubts upon this point, the policy of interference would be extremely questionable." In this view of the case the Government of the day appears to have generally concurred, and ever since, Mr. Inglis has remained in possession of the produce of these orange groves under the twenty-one years' lease, dated the 23rd of May 1840, given to him by the Wahadadars and certain of the Zemindars of the Cheyla Poonjee district. Under these circumstances I consider that this question had been finally determined by the Government, and that I was not at liberty to re-open it.

330. Whatever may be my opinion of Mr. Inglis' current lease and contract, and of the means adopted by the Wahadadars and others to enforce the conditions of that engagement, I am entirely of opinion, that it is altogether inexpedient now to interfere with arrangements which have existed since March 1845, which seem to have been tacitly sanctioned by



the Government, and which certainly, on the whole, have not been disadvantageous to the Cheyla people.

331. The orange contracts made by Mr. Inglis in 1830 and 1845, have been, in my opinion, profitable to the great bulk of the inhabitants of the Cheyla Poonjee district. The cultivation and sale of oranges have increased very considerably every year since Mr. Inglis has held these farms, and this, I think, may be fairly accepted as an excellent proof that the existing arrangements have been neither injurious to the orange trade nor oppressive to the cultivators of oranges. But leases and contracts which were fair and advantageous to the people in 1830 and 1845, are not so now, and will be less so, in all probability, in March 1865, when Mr. Inglis' current lease of the Cheyla orange groves will expire, and I think it is the duty of the Government to prevent any more leases or contracts being forced upon the people by venal and indebted Wahadadars and Head-men, who have usurped a power which is, in my judgment, altogether contrary to the law and ancient usage of the country, and who, to serve their own personal ends, will not hesitate to sacrifice the rights and interests of the people. As Mr. Inglis' present lease has still some years to run, it may seem premature to adopt any precautionary measures at the present time; but it is the custom in this part of the country to renew leases several years before the current leases have expired, and therefore it may be necessary to take timely steps to prevent any leases or contracts being imposed upon the Cheyla people without their consent and contrary to their wishes.

332. Mr. Commissioner Duubar in his report has stated, that he considered it to be clearly established by the evidence given before him and "by transactions of the Hill people both with Government and with individuals in times past that with the Cossyabs it is customary for the Head-men in their village communities to consult, deliberate and act for the whole body." It is, I think, beyond dispute that among the Cossyabs all *public* affairs are settled for the whole community by the Chiefs, Sirdars and Elders with the counsel and advice of a durbar composed of the most respectable inhabitants; but this delegated authority does not extend to the *private* affairs and trading speculations of the people, and there is, I believe, no Cossyah state, except Cheyla Poonjee, the Chiefs and Head-men of which have ever pretended to have the power of disposing of the *private* property of the people; it is equally beyond dispute that the produce of orchards, gardens and lands has been held from time immemorial in these Hills to be strictly private property. If the Chieftains of Khyrim and Cherra Poonjee should attempt to force their subjects to dispose of their potatoes and the produce of their fields and gardens contrary to their own wishes, the democratic spirit of the Cossyabs would soon teach them that the rights of the people could not be invaded with impunity. The Cheyla Cossyabs

have remained hitherto quiescent, only because they have no intelligent leader, and because they are under the impression that the village authorities are supported by the Government.

333. The first lease\* of the Cheyla Poonjee orange groves was granted, on the 15th of February 1830, to Mr. Inglis, for fifteen years, by the Wahadadars, who, no doubt, at that time were specially empowered by the people to grant that lease in return for a loan of 3,000 Rupees, which had been advanced by Mr. Inglis to the whole Cheyla community to enable them to pay a fine of 4,000 Rupees which had been imposed upon their district by the Governor General's Agent. This lease was evidently given not under ordinary but extraordinary powers, conferred upon the Wahadadars for a specific purpose.

334. I have not seen the original lease of 1815, but understand it was made, not by the Wahadadars alone, as in 1830, but by those officials conjointly with certain of the Cheyla Zemindars. Neither of these leases, in my judgment, proves that the Wahadadars have or ever have had the right to grant leases of orange groves which do not belong to them, and if they be permitted to do so after the current lease has expired, it is my deliberate opinion, after the most careful consideration, that the people of Cheyla Poonjee will be very much wronged.

335. At present there is a very large section of the people, consisting chiefly of the younger and more intelligent men, who are much dissatisfied with being compelled to part with the produce of their orange groves to Mr. Inglis, at the present fixed prices; but I think the malcontents would be satisfied provided they received some assurance that after the expiration of the current lease, they would be permitted to dispose of their fruit without interference.

336. Even if these Wahadadars did possess legal powers (which in my humble opinion they do not) to make bargains and contracts of this kind which are binding on the people, they are, I think, personally disqualified for the exercise of them, for all of them are in a state of dependance on Mr. Inglis, and are pecuniarily indebted to him to a large amount. In September 1857, they all borrowed from that Gentleman considerable sums of money,

| Names of Wahadadars. | Amount of former balances due to Mr. Inglis. |     |    | Cash received from Mr. Inglis. |     |    | Total amount borrowed as per Bonds. |     |    |
|----------------------|--|-----|----|--------------------------------|-----|----|-------------------------------------|-----|----|
|                      | Rs.  | As. | P. | Rs.                            | As. | P. | Rs.                                 | As. | P. |
| 1. Mishnee ..        | 2,030  | 8   | 9  | 420                            | 0   | 0  | 2,500                               | 8   | 9  |
| 2. Bur Sing ..       | 300  | 3   | 3  | 350                            | 0   | 0  | 650                                 | 3   | 3  |
| 3. Lakh Sing ..      | 300  | 0   | 0  | 500                            | 0   | 0  | 800                                 | 0   | 0  |
| 4. BurDobie ..       | 1,370  | 15  | 5  | 250                            | 0   | 0  | 1,620                               | 15  | 5  |
| 5. Sona Rai ..       | 350  | 0   | 0  | 250                            | 0   | 0  | 600                                 | 0   | 0  |
| 6. Bohai ..          | 400  | 0   | 0  | 500                            | 0   | 0  | 900                                 | 0   | 0  |

bearing interest at the rate of 24 per cent. per annum, and mortgaged the whole of the orange groves of the community to him as security for the payment of these their private and personal debts. The amount borrowed by each Wahadadar

is shown in a tabular form on the margin, and among the appendices will be

found a translation of the bond\* executed by the Wahadadar Bur Doloie in favor of Mr. Inglis; the bonds given by all the other Wahadadars are of the same tenor and purport. Are persons who act in this manner fit to be entrusted with the uncontrolled management and disposal of the private property of any village community, and ought they to be supported directly or indirectly in such monstrous and arbitrary pretensions and practices by the British Government? The Cheyla people are not unreasonable; all they petition for, is to be permitted to dispose of the produce of their own gardens according to their own wishes as soon as the current lease expires, and this, I think, ought to be accorded to them.

337. I have visited the Nungklow district, and had under consideration a plan for its administration under the direct authority of British Officers; but as the Home Government has recently decided that a Native Ruler is to be appointed to that Raj, it seems unnecessary to enter upon that subject on the present occasion.

338. With advertence to the orders contained in the 10th Para. of your letter, No. 116, dated the 19th of January 1857, a separate report upon the adjoining Non-Regulation Districts of Cachar and North Cachar will be submitted in a few days.

339. It does not occur to me that I am able to supply any further information regarding the public affairs of the Cossyah and Jynteah Hill Territory; but I cannot close this report, without thankfully acknowledging the zealous and valuable assistance which I have received from Mr. Principal Assistant Commissioner Hudson, whilst I have been making these inquiries; he has always shown himself most ready and willing to afford and procure information for me, and I venture very respectfully to recommend his good services to the favorable notice of the Government.

I have the honor to be,

SUR,

Your most obedient Servant,

W. J. ALLEN,

*Member of the Board of Revenue, on Deputation.*

# APPENDICES.



## LIST OF APPENDICES.

- No. 1. Proceedings of the Court of the Principal Assistant Commissioner at Cherra, dated 17th October 1856.
- „ 1 A. Form of Proclamation issued at Cheyla Poonjee, dated 17th October 1856.
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- „ 2. Comparative Statement of Miscellaneous and Sayer Taxes, and Land and Julker Revenue of the District of the Cossyah and Jynteah Hills, during 1853-54 and 1857-58.
- „ 3. List of States in the Cossyah and Jynteah Hills.
- „ 4. Translation of Agreement between Rajah of Cherra Poonjee, his Ministerial Officers, &c., and Mr. David Scott, Governor General's Agent, North East Frontier, dated 10th September 1829.
- „ 4 A. Ditto ditto by Dewau Sing, Rajah of Cherra Poonjee, dated 10th September 1829.
- „ 4 B. Ditto ditto by Soobha Sing, Rajah, and the Officers, Sirdars, &c., of Cherra Poonjee, dated 19th October 1830.
- „ 4 C. Ditto of a lease of the Coal Mines at Cherra Poonjee given to the Government by Soobha Sing, Rajah of Cherra Poonjee, dated 20th April 1840.
- „ 4 D. Ditto of an Agreement by Ram Sing, Rajah of Cherra Poonjee, dated 16th May 1857.
- „ 4 E. Ditto ditto by Bur Manick, Rajah of Khyrim, dated 15th January 1830.
- „ 4 F. Ditto of a Recognisance executed by Rajah of Murriow, dated 12th October 1829.
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- „ 4 H. Ditto of an Agreement by Zubber Sing, Rajah of Ramrye, dated 27th October 1829.
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- „ 4 K. Ditto ditto by Wahadadars or Chiefs of Cheyla Poonjee, dated 3rd September 1829.
- „ 4 L. Ditto of a Perwannah issued by the Political Agent to Oosep Sing, Rajah of Maharam, dated 28th September 1852.
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- „ 4 N. Ditto ditto by Oooksan and Ooahuloka, Rajahs of Mullai Poonjee, dated 21st November 1832.
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- „ 4 Q. Ditto of an Agreement by Chola Sadhoo Sing, Rajah of Jeerung, dated 8th June 1841.
- „ 4 R. Ditto ditto by the Sirdars, &c., of So par Poonjee and allied villages, dated 29th October 1829.

- No. 4 S. Translation of an Agreement by Oojby and others, of Byrung Poonjee and its dependent villages, dated 2nd November 1829.
- „ 4 T. Ditto of a lease of Byrung Coal-fields given to the Government by the Sirdars of that village, dated 20th April 1840.
- „ 4 U. Ditto of a Petition of Cheyla Wahadadars to the Political Agent, dated 16th May 1851.
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- „ 5. Proposed scale of establishments for the Cossyah and Jynteah Hills.
- „ 6. Lists of Limestone tracts in the Cossyah and Jynteah Hills, held by Mr. H. Inglis and other Traders in Limestone.
- „ 7. Letter from Dr. Dillon, dated 12th August 1853, No. 49.
- „ 8. Statistical Return of the Jynteah Hills.
- „ 9. Letter from Colonel Jenkins to Captain Lister, dated 17th May 1834, about lands taken from the Moleem Rajah on the South and East of the Omeeam River.
- „ 9. A. Extract from a letter of Colonel Jenkins to Deputy Secretary to Government, dated 15th October 1834.
- „ 9. B. Ditto ditto from Government to Colonel Jenkins, dated 30th October 1834.
- „ 10. Lease of Cheyla Orange Groves given to Mr. H. Inglis by the Wahadadars, on the 15th February 1830.
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W. J. ALLEN,

*Member of the Board of Revenue, on Deputation*

CHEERRA POONJEE, }  
The 14th October 1858. }

## APPENDIX No. 1.

*PROCEEDING of the Court of the Principal Assistant Commissioner of the Cossyah and Jynteah Hills, dated Cherra Poonjee, the 17th October 1856, corresponding with the 2nd of Kartick 1263 B. S.*

PRESENT :

MR. C. K. HUDSON, *Principal Assistant Commissioner.*

As it is stated in a Petition lodged by a Mr. Coleman at the Punduah Pharree, and other papers forwarded by the Magistrate of Sylhet, that a large party of armed people have collected on the side of Mr. Henry Inglis at Oomkhabao and elsewhere, in the Cheyla Poonjee Territory, for the purpose of committing an affray with him; and it has also been represented in a Petition from the Wahadadars, and Oobneecang Karkoon, and other Zumeendars of Cheyla Poonjee, and in an English letter from Mr. Henry Inglis, that Messrs. Coleman and Brownlow, accompanied by a great number of armed Bengalees, have proceeded to and collected at Cheyla Poonjee, in consequence of which a disturbance is likely to take place there—and as the Wahadadars hold charge of the Cheyla district under the control of this Government, agreeably to the orders of the Governor General's Agent, and they have the power of investigating and deciding matters occurring in it, and it being shown from the records that the Wahadadars and Elders have granted Mr. Henry Inglis' firm a lease of the Orangeries of the Cheyla Territory for twenty years up to March 1865, under the confirmation and approval of the Zemindars of Ookrang-ooben, it is not improbable that if other Cossyahs of that Territory intrigue together to take aliens there without the permission of the Wahadadars, and the plea of exporting the Oranges from the Gardens for sale elsewhere, unnecessary disputes may arise injurious to both parties, it therefore seems inexpedient that large bodies of aliens should proceed to the Cheyla district and remain there without the permission of the Government and the consent of the Wahadadars, and it is consequently —

ORDERED—That a Perwannah be issued to the Darogah of Thannah Cherra Poonjee, directing him to proceed personally to the spot, and use his best endeavours to prevent any affrays taking place in his jurisdiction, and to request any parties of Europeans or Bengalees he may find assembled there to leave the place immediately, after properly explaining to them that they are not to come to the Cheyla district without the permission of Government and the consent of the Wahadadars, and if any of these should prove to be recusant, he will ascertain their names and send in a list of them. And as it moreover seems advisable to issue a Notification, informing such of the Cossyahs of the Cheyla Territory as may have objections to sell their Oranges according to the former custom during the unexpired term of the lease referred to, that they should lay their complaints and grievances before the Wahadadars, and appeal to this Court if they do not meet with attention, and that proper orders will be passed on them in the event of their acting otherwise and raising unnecessary quarrels, and another Notification to the effect that large gangs of aliens, who are likely to create affrays



and disturbances, from going hereafter to the Chyola district without the permission of Government and the consent of the Wahadadars. It is further ordered that drafts of Notifications on these subjects are to be drawn up and submitted with a copy of this Proceeding to the Governor General's Agent, for his approval and confirmation of them.

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

CHERBA POONJEE, }  
*The 10th June 1858.* }

(A true translation)  
(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

(True copy)  
S. BIRD,  
*Head Assistant.*

## APPENDIX No. 1 A

*FORM of a Proclamation to be issued at Cheyla Poonjee, forwarded, for the approval of the Governor General's Agent North East Frontier, with my Vernacular Proceedings dated the 17th October 1856.*

*Seal.*

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner.*

WHEREAS it appears that according to the orders of the Governor General's Agent the district of Cheyla is held charge of by the Wahadadars under the control of this Government, and they have the power to manage and investigate all matters occurring there, and to decide all cases but murders and other heinous crimes, it seems inexpedient that aliens should go into that Territory with large bands of people without the permission of the Government and against the wishes of the Wabadadars; and it is therefore hereby notified, for the information of the public, that aliens are in future prohibited from proceeding into the Cheyla district accompanied by large gangs of people, who are likely to cause riots and disturbances there, except under the authority of Government, and with the consent of the Wahadadars, and they must attend to this.

(A true translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

## APPENDIX No. 1 B.

*PROCEEDING of the Fouzdarey Court of the Principal Assistant Commissioner of the Cossyah and Jynteh Hills, dated Cherra Poonjee, the 31st October 1856, corresponding with the 16th Kartick 1263, B. S.*

PRESENT:

MR. C. K. HUDSON, *Principal Assistant Commissioner.*

It is stated in a report received from the acting Darogah of Cherra Poonjee, now on duty in the Cheylah district, that agreeably to a Petition presented by one Teh Rai Cossyah, to the Magistrate of Sylhet, that Officer has issued a Perwannah to the Darogah of Thannah Russoolgunge, directing him to prevent any affrays taking place with a Mr. Coleman and other Gentlemen now on their way to Cheyla Poonjee for the purpose of trading there, and that he thinks a serious breach of the peace is likely to take place if these Gentlemen should come to the Cheylah district. As it is well known that Oranges and Limestone are the principal articles of trade in the Cheylah country—that the Wahadadars and Zamcendars of Ookrungeeooben having granted Mr. Henry Inglis' firm a long lease of the Orangeries of the Cheylah country within fixed boundaries, in conformity with established customs of their village, he has carried on a trade in Oranges there for many years—and that a settlement of the Limestone tracts pertaining to the Government in the Cheylah Territory has been made with Mr. Henry Inglis on a lease of eight years from the Bengalee year 1262 with the sanction of Government—And it having been further shown in an English letter from Mr. Henry Inglis, dated the 17th September 1855, that he holds all the remaining Limestone tracts of the Cheyla country on a lease from the people of that place for a term of eight years from the year 1855—it seems advisable, under all these circumstances, combined with the facts of the Cheyla district being held charge of by the Wahadadars, under the control of this Government, according to the orders of the Governor General's Agent, and their having the power of investigating and deciding all matters occurring there according to previous custom, except murders and other heinous crimes, and being responsible for any disturbances that may take place amongst the Cossyahs of that country—that a reference should be made to the Governor General's Agent to know whether Regulation 4 of 1829\* is to be considered applicable to the Cheyla district, and as it is not deemed expedient, pending the receipt of that Gentleman's instructions on the subject, to permit either European or Bengalee aliens assembled in large parties, or armed, who are likely to cause riots and disturbances, to proceed there without my permission or the consent of Wahadadars, it is therefore—

ORDERED—That a Perwannah be issued to the above-mentioned Darogah, directing him to explain properly to any European or Bengalee aliens who may wish to come in to the Cheyla Territory, either in large parties, or armed, and whether for the purpose of trading there or with any other intent, that they must obtain the consent of the Wahadadars to do so, and apply to me if they refuse to grant it, and that he must continue to be on the alert himself to prevent and suppress affrays in his jurisdiction. He is also to inform the Cossyahs of the Cheyla Territory that proper orders will be passed on them, if they invite aliens into the country without the consent of the Wahadadars, and thus cause unnecessary disputes and disturbances there. And as it is not usual for persons to go about armed and collected in large parties for trading purposes in any part of the territories under this Government, it is ordered that a copy of this Proceeding be forwarded to the Magistrate of Sylhet, with a request that he will issue Perwannahs to the Police Officers under him to convey the above information to any

\* Should have been 437.

European or Bengalee aliens who may pass through the Sylhet district, either armed or collected in large parties, with the object of going to trade in the Cheyla Territory, or with any other intent, and that another copy be submitted to the Governor General's Agent with the view of keeping him informed of these particulars.

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

As it appears, on again looking over the above Proceeding, that Regulation 4 of 1829 has been entered in it instead of Regulation 4 of 1837, the mistake is hereby corrected, and it is ordered that intimations to this effect be transmitted for the information of the Governor General's Agent and the Magistrate of Sylhet, and as copies of this Proceeding have been furnished to Mr. Henry Inglis and to the Wahadadars of Cheyla Poonjee, their Mooktear is also to be informed of the mistake made in it. Dated the 13th November 1856.

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

CHERRA POONJEE, }  
The 10th June 1858. }

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 2 A.

COMPARATIVE STATEMENT of Miscellaneous and Sayer Taxes, and Land and Julker Revenue of the District of the Cossyah and Jynteah Hills, during the years 1853-54 and 1857-58.

| Revenue and other Taxes in the year 1853-54.   |     | Revenue and other Taxes in the year 1857-58. |     | Decrease in the year 1857-58. |     | Increase in the year 1857-58. |     |
|--|-----|--|-----|-------------------------------|-----|-------------------------------|-----|
| Co.'s Rs.  | As. | Co.'s Rs.                                    | As. | Co.'s Rs.                     | As. | Co.'s Rs.                     | As. |
| <b>MISCELLANEOUS AND SAYER TAXES.</b>  |     |  |     |                               |     |                               |     |
|  |     |  |     | 1,060                         | 0   | 0                             | 0   |
|  |     |  |     | 210                           | 0   | 0                             | 0   |
|  |     |  |     | 130                           | 0   | 0                             | 0   |
|  |     |  |     | 1-0                           | 0   | 0                             | 0   |
|  |     |  |     | 15,000                        | 0   | 0                             | 0   |
|  |     |  |     | 2,200                         | 0   | 0                             | 0   |
|  |     |  |     | 500                           | 0   | 0                             | 0   |
|  |     |  |     | 542                           | 0   | 0                             | 0   |
|  |     |  |     | 162                           | 8   | 0                             | 0   |
|  |     |  |     | 35                            | 4   | 19                            | 12  |
|  |     |  |     | 300                           | 0   | 0                             | 0   |
|  |     |  |     | 100                           | 0   | 0                             | 0   |
| Rent of Lime Quarries of the conquered villages of Soopar Poonjee in the Cossyah Hills ... ..<br>Rent of Lime Quarries of Bur Poonjee in the Jynteah Hills ... ..<br>Ditto of Ootmar Poonjee ditto ... ..<br>Ditto Lime beds of Cheryla Poonjee in the Cossyah Hills, the reserved right of Government by Treaty made with the Head-men to take Limestone from the Banks of the Bogsh River, in this locality, free of rent ... ..<br>Rent of Lime Quarries of Choon Cherra and Letting Cherra in the Jynteah Hills ... ..<br>Rent of Lime Quarries of Morully Poonjee, Roowal, &c., in the Jynteah Hills ... ..<br>Rent of Lime Quarries of Nonglam in Nongthalong, Sandal Poonjee, &c., in the Jynteah Hills ... ..<br>House Tax on Mockies who have emigrated from North Cachar and settled at Oumpooing, Nungfoote and other places in the Jynteah Hills ... ..<br>Half rent of Thiber Forests of the dependent district of Jorung, in the Cossyah Hills, bordering on the district of Kamroop in the Lower Hills ... ..<br>{ Judicial fine on the conquered village of Mamloo Poonjee, in the Cossyah Hills, levied by a House Tax of 3 rates, viz. 1 Rupee, 12 Annas, and 8 Annas, according to the circumstances of the Inhabitants ... ..<br>{ Quit rent imposed on the conquered villages of Soopar Poonjee, in the Cossyah Hills, in the year 1833, and since continued ... ..<br>{ Judicial fine on the villages of the Ramrye district, in the Cossyah Hills, for an inroad made by them into Assam in the year 1831. Total amount of fine 4,000 Rupees, realized by annual instalments of 100 Rupees ... .. |     |  |     |                               |     |                               |     |

|  |     |    |   |        |    |   |    |    |   |   |        |    |   |
|--|-----|----|---|--------|----|---|----|----|---|---|--------|----|---|
| Royalty at 1 Rupee per 100 Mds. on the total quantity of Coal raised from the Coal-fields at Lackatong Poonjee, in the Jynteah Hills, leased, as a temporary measure, to Messrs. W. Moran and Co., of the Sylhet Coal Company, under the Orders of Government, dated the 12th June 1851  | 62  | 13 | 8 | 205    | 6  | 9 | 0  | 0  | 0 | 0 | 142    | 9  | 6 |
| Amount realized by sale of Tribute Goats presented by the Dailois and Sirdars of the Jynteah Hills, in acknowledgment of their submission to the paramount Government, according to the custom which has always obtained here  | 31  | 3  | 0 | 129    | 13 | 6 | 0  | 0  | 0 | 0 | 98     | 10 | 6 |
| Total  | 549 | 0  | 3 | 29,985 | 0  | 3 | 19 | 12 | 0 | 0 | 20,135 | 12 | 0 |
| <b>LAND AND JULKER REVENUE.</b>  |     |    |   |        |    |   |    |    |   |   |        |    |   |
| Ground rent of 8 lots of land for building on, in the Station of Cherra Poonjee, granted to various persons on leases for 99 years, under the Orders of Government, dated the 23rd of January 1832   | 64  | 0  | 0 | 148    | 0  | 0 | 0  | 0  | 0 | 0 | 54     | 0  | 0 |
| Ground rent of some waste lands at the base of the Jynteah Hills, leased by the Collector of Sylhet, under a Halabadee Potah, to one Jynteah Kooahree, in the year 1844, for a period of 11 years, at the fixed rent entered herein, and since annually renewed with the Lessee under the sanction of the Government General's Agent North East Frontier | 11  | 2  | 2 | 11     | 2  | 2 | 0  | 0  | 0 | 0 | 0      | 0  | 0 |
| Julker rent of the Fishery of the Burgong River, erroneously leased out by the Collector of Sylhet, and the settlement afterwards transferred to this Agency   | 187 | 8  | 0 | 680    | 0  | 0 | 0  | 0  | 0 | 0 | 462    | 8  | 0 |
| Julker rent of the Fishery of the Teehong River, erroneously leased out by the Collector of Sylhet, and the settlement afterwards transferred to this Agency   | 150 | 0  | 0 | 741    | 0  | 0 | 0  | 0  | 0 | 0 | 591    | 0  | 0 |
| Julker rent of the Fishery of the Lo-kah River, at the base of the Jynteah Hills, farmed out for the current year 1857-58 to the highest bidder by public auction  |     |    |   | 151    | 0  | 0 | 0  | 0  | 0 | 0 | 151    | 0  | 0 |
| Julker rent of the Fishery of the Ool-cochurrer River, at the base of the Jynteah Hills, farmed out for the current year 1857-58 to the highest bidder by public auction   |     |    |   | 100    | 0  | 0 | 0  | 0  | 0 | 0 | 100    | 0  | 0 |
| Julker rent of the Fishery of the A'rah River, at the base of the Jynteah Hills, farmed out for the current year 1857-58 to the highest bidder by public auction   |     |    |   | 21     | 0  | 0 | 0  | 0  | 0 | 0 | 21     | 0  | 0 |
| Julker rent of the Fishery of the Oonutorojie River, at the base of the Jynteah Hills, farmed out for the current year 1857-58 to the highest bidder by public auction   |     |    |   | 35     | 0  | 0 | 0  | 0  | 0 | 0 | 35     | 0  | 0 |
| Julker rent of the Fishery of the Koowai River, at the base of the Jynteah Hills, farmed out for the current year 1857-58 to the highest bidder by public auction  |     |    |   | 405    | 0  | 0 | 0  | 0  | 0 | 0 | 405    | 0  | 0 |
| Total  | 442 | 10 | 2 | 2,592  | 2  | 2 | 0  | 0  | 0 | 0 | 1,849  | 8  | 0 |
| Carried over   | 994 | 10 | 5 | 22,937 | 2  | 5 | 19 | 12 | 0 | 0 | 21,985 | 4  | 0 |

APPENDIX No. 2 A.—(Continued)

| Revenue and other Taxes in the year 1853-54.   |     | Revenue and other Taxes in the year 1857-58. |           |     |   | Decrease in the year 1857-58. |        | Increase in the year 1857-58. |           |     |    |   |        |   |   |
|--|-----|--|-----------|-----|---|-------------------------------|--------|-------------------------------|-----------|-----|----|---|--------|---|---|
| Co.'s Rs.  | As. | P.   | Co.'s Rs. | As. | P.  | Co.'s Rs.                     | As.    | P.                            | Co.'s Rs. | As. | P. |   |        |   |   |
| Brought forward  | ... | 991  | 10        | 5   | Brought forward   | ...                           | 22,957 | 2                             | 5         | 19  | 12 | 0 | 21,955 | 4 | 0 |
| ABKAREE REVENUE.   |     |  |           |     |   |                               |        |                               |           |     |    |   |        |   |   |
| Tax derived from lease of privilege to sell Gunjah by retail at the Station of Cherra Poonjee farmed out to the highest bidder | ... | 55   | 11        | 6   | Tax derived from lease of privilege to sell Gunjah by retail at the Station of Cherra Poonjee farmed out for the current year 1857-58 to the highest bidder by public auction | ...                           | 66     | 0                             | 0         | 0   | 0  | 0 | 10     | 4 | 6 |
| Grand Total  | ... | 1,047  | 5         | 11  | Grand Total   | ...                           | 22,023 | 2                             | 5         | 19  | 12 | 0 | 21,955 | 8 | 6 |

(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.

PRINCIPAL ASSISTANT COMMISSIONER'S OFFICE ;  
Cherra Poonjee,  
The 28th December 1857.

(True copy)

S. BIRD,  
Head Assistant.





APPENDIX No. 3.—(Continued.)

| Number.                     | Names of Estates, &c.                     | Names of Chieftains, &c., in Charge.   | REMARKS.                                     |
|-----------------------------|---|--|--|
| 11                          | Bhawul .. .. .                            | { Oopbar Rajah (deceased) Doobah Sing now claims the }<br>Raj .. .. .        | Lime and Tezpat are found in this State.     |
| 12                          | Seenai Poonjee .. .. .                    | Eang Thoornow Sirdar .. .. .   |  |
| 13                          | Loungkhon Poonjee .. .. .                 | Ahmer Sing Sirdar (deceased).  |  |
| 14                          | Mowyang .. .. .                           | Ooahn Sing Rajah .. .. .   | Lime and Coal are found in this State.       |
| 15                          | Nobo-Sopho .. .. .                        | Ooahn Sing, Kourai Sing .. .. .  | Lime is found in this State.                 |
| 16                          | Jeerung .. .. .                           | Sahloo Sing Rajah .. .. .  |  |
| 17                          | Syung .. .. .                             | Bur Moolook, Mon Sing, Ooahmon Langdeo, and others.                          |  |
| 18                          | Moffong Poonjee .. .. .                   | Assul Langdeo, Dhur Sing Langdeo, and Junkha Sirdar.                         |  |
| 19                          | Mowlang Poonjee .. .. .                   | Oojee and Chonglah Laskurs .. .. .   | Lime is found in this State.                 |
| 20                          | Lyksun Poonjee .. .. .                    | Oojee Kooar .. .. .  |  |
| <b>BRITISH POSSESSIONS.</b> |   |  |  |
| 1                           | Station of Cherra Poonjee (Ceded) .. .. . | Under charge of the Principal Assistant Commissioner.                        |  |
| 2                           | Moosmai Poonjee (Conquered) .. .. .       | Mon Sing and other Sirdars .. .. .   | Lime is found in this State.                 |
| 3                           | Mambo Poonjee (Ditto) .. .. .             | Temporarily placed under charge of Bur Sing Cossyah.                         |  |
| 4                           | Scopar Poonjee (Ditto) .. .. .            | Bun, Oostep, and other Sirdars .. .. .                                       | Lime is found in this State.                 |
| 5                           | Byrung Poonjee (Ditto) .. .. .            | Temporarily placed under charge of Rajah of Cherra .. .. .                   | Lime and Coal are found in this State.       |
| 6                           | The Jynteah Hills (Ceded) .. .. .         | Under charge of Dolloes, Sirdars and other Government }<br>Officials .. .. . | Lime, Coal and Iron are found in this State. |

W. J. ALLEN,  
Member of the Board of Revenue, on Deputation.

CHERRA POONJEE; }  
The 14th October 1858.

APPENDIX No. 4.

*TRANSLATION of Articles of Agreement entered into, in the year 1829, between Dewan Singh, Rajah of Cherra Poonjee, and his Ministerial Officers and others, and Mr. David Scott, Agent to the Governor General, North East Frontier.*

The Rajah having lost his eye-sight, Soobha Sing, Rajah, has put his mark hereto on the part of Dewan Sing Rajah.

(True copy from the original)

(Signed) RAJKISSUR MOZIMDAR.

To

THE HONORABLE COMPANY.

No. 5.  
Presented at Cherra Poonjee, on the 12th September 1829, corresponding with the year 1236, B. S.

THE written agreement of Dewan Sing, Rajah, and the Ministerial Officers and other Cossyahs residing at Cherra Poonjee, executed in the present English year 1829, to the following purport.

We acknowledge our subjection to the Honorable Company with the object of having our country protected, and enter into this deed of agreement to the effect that we hereby place our territory under the protection of the Honorable Company.

1st.—We are to conduct the affairs of our country in concert with the Ministerial Officers according to former usages and customs, keeping the people pleased and contented, and to have no concern in such matters with any of the Honorable Company's Courts; but should any person who has committed any wrongful act in the Government territories come to our country, we will, on demand, immediately apprehend him and deliver him up.

2nd.—If we should have any disputes with the Rajahs of other countries, which it may be deemed proper to investigate, we will abide by and submit to any judgment that may be given on the part of the Government, and we will not enter into any quarrels with the Rajahs of other countries without the permission of the Honorable Company.

3rd.—If there should be any hostilities in the Hills with the Honorable Company, we will immediately proceed there with our forces, and render assistance to the Government.

Mr. David Scott, Agent to the Governor General, hereby promises that your territory will be properly protected on the part of the Government if you act according to the aforesaid conditions, and if any quarrels should arise between you and the Rajahs of other countries, they will be disposed of and settled, and you will receive a fitting reward for the services referred to. To which purport this agreement is executed by both parties. Dated the 10th September, corresponding with the 26th Bhadro 1236, B. S.

(Signed) W. CRACROFT,  
A. A. G. G.

(True translation)

(Signed) O. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Synteah Hills.

(True copy)

S. BIRD,  
Head Assistant.

APPENDIX No. 4 A.

*TRANSLATION of an Agreement executed in the year 1829, by Dewan Sing, Rajah of Cherra Poonjee.*

The Rajah having lost his eye-sight, Soobha Sing, Rajah, has put his mark hereto on the part of Dewan Sing, Rajah.

(True copy from the original)  
(Signed) RAJKISSUR MOZIMDAR.

To

Mr. DAVID SCOTT,  
*Agent to the Governor General.*

No. 6.  
Presented at Cherra Poonjee, on the 12th September 1829, corresponding with the year 1236, B. S.

The written agreement of Dewan Sing, Rajah of Cherra Poonjee, executed in the present English year 1829, to the under-mentioned effect:—

Some land having been required of me for erecting Government edifices and for gentlemen to build houses on, I voluntarily cede this land, and enter into the following agreement:—

1st.—For the erection of these buildings, &c., I have given up some land in a place to the East of Cherra Poonjee, bounded on one side by the dell or below the rest of the valley, and on the other by the Seit Oodoi river, where bamboos have been put upon the part of Government; and if more land is required, it will be furnished to the East of that spot; but in exchange for as much land as I may give up altogether in my territory, I am to receive an equal quantity of land in the vicinity of Punduah and Company-Gunge, within the boundary of Zillah Sylhet.

2nd.—I am to establish a Haut in Mouzah Burryaile, on a spot of ground that I have purchased, pertaining to the aforesaid Zillah, and I am always to manage the Haut and to make investigations there according to the customs of my country; and in such matters I am to have nothing to do with the Honorable Company's Courts. This place is moreover to be transferred from the aforesaid Zillah, and made over, as a rent-free grant, to my Cossyah territory, and if any person who has committed a wrongful act in the Government territories should come and stay on this land belonging to me, I will apprehend him and deliver him up on demand.

3rd.—Wherever Limestone may be found on the Cherra Poonjee Hills, in my territory, I will allow the Government to take it gratis when required for their own use.

4th.—If any quarrels and disturbances should take place between Bengallees themselves, it will be necessary for you to investigate them, and I am to investigate disputes occurring between Cossyhs. Besides which, if any dispute should occur between a Bengalee and a Cossyah, it is to be tried in concert by me and a gentleman on the part of the Honorable Company. To which purport, I have executed this agreement. Dated the 10th September, corresponding with the 26th of Bhadro 1236, B. S.

(Signed) W. CRACROFT,

A. A. G. G.

(True translation)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,

*Head Assistant.*

APPENDIX No. 4 B.

*TRANSLATION of an Agreement executed by Soobha Sing, Rajah, and the Officers, Sirdars, and other Cossyahs of Cherra Poonjee in the year 1830.*

(Signed) SOOBHA SING, RAJAH,  
*And others of the 12 Tribes, Sirdar  
Cossyahs of Cherra Poonjee.*

To .

THE HONORABLE COMPANY.

THE written agreement of Soobha Sing, Rajah, and the Officers, Sirdars and other Cossyahs, residing at Cherra, Poonjee, executed in the current year 1237, B. S., to the following purport.

Whereas the locality ceded by Dewan Sing, Rajah, during his life-time to the Honorable Company, under an agreement he furnished for the purpose of erecting buildings on for gentlemen and convalescent persons, is now insufficient for that object in consequence of a great number of Government subjects having resorted to the place, we, therefore, in compliance with the request of Mr. David Scott, Agent to the Governor General, cede to the Government, agreeably to the terms of the previous agreement, furnished by the late Rajah, the land lying to the South East of that place, extending up to the valley and river as specified in the said agreement, and give this agreement to the effect that we will abide by and act in accordance to the conditions specified in the late Rajah's agreement. To which purport we have executed this agreement. Dated the 19th October 1830, corresponding with Cartick 1237 B. S.

(Signed) T. C. R.,  
A. G. G.

(True translation )

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 C.

*TRANSLATION of a Lease of the Coal Hills at Cherra Poonjee, given to the British Government, in the year 1840, by Soobha Sing, Rajah of Cherra Poonjee.*

To

THE POLITICAL AGENT AT CHERRA POONJEE.

A perpetual lease, executed to the following purport, by Soobha Sing, Rajah of Cherra Poonjee.

I hereby give a perpetual lease, for all futuro time, of the Hills called Oosider, Ooksan and Nowkrein, within my territory pertaining to Cherra Poonjee, where Coal is being worked for the Government, agreeably to the terms mentioned below, which are to be acted up to.

1st.—I am to receive taxes from the Government at the rate of 1 Rupee per hundred maunds for as much Coal as may be broken up in the places mentioned. I will never demand more than this rate, and my Cossyah subjects are not to be prohibited by the Government from working Coal in these localities; they are to work it free of charge, and will settle with me for the taxes on it; but no other person is at liberty to quarry Coal in these places without the sanction of the Government, nor have I the right of granting such permission to any other person.

2nd.—The Government can quarry Coal hereafter, whenever they wish to do so, according to the conditions of this Pottah, and no new objections will be raised, and if made, they are to be rejected.

3rd.—Besides the above stated localities, the Government have the right to the Coal in such places in my territory as it may be discovered in, according to the conditions of this Pottah, to which effect I have executed this perpetual lease, the 20th of April 1840, corresponding with the 9th of Bysack 1247, B. S.



(Signed) SOOBHA SING, RAJAH.

*Witnesses.*

Soomur Sing, Cossyah, Resident of Cherra Poonjee.

Jatrah Sing, Ditto, ditto ditto.

Chaund Rai, Dubashia, ditto ditto.

Bungsee Sing, Barkundaze of the Office.

(True translation)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteah Hills*

(True copy)

S. BIRD,

*Head Assistant.*

APPENDIX No. 4 D.

*TRANSLATION of an Agreement furnished in the year 1857 by Ram Sing, Rajah of Cherra Poonjee.*



(Signed) RAM SING, RAJAH.

To

THE HONORABLE COMPANY.

THE written agreement of Ram Sing, Rajah, and his Ministerial Officers and Sirdars, and other Cossyals residing at Cherra Poonjee, executed in the year 1857 to the following purport:—

Having, on the demise of my uncle, the late Soobha Sing, Rajah of this territory, taken his place as his successor, and come into possession of the Raj, I have been required, by the Principal Assistant Commissioner of Cherra Poonjee, to furnish a new agreement based on those given by my predecessors; and as all the conditions of the engagements entered into by my predecessors, the late Dewan Sing Rajah, on the 10th of September 1829, and the late Soobah Sing Rajah, on the 19th of October 1830, are acceptable to me, I will act according to them hereafter.

Dated the 16th of May 1857, corresponding with the 8th of Joisto 1264, B. S.

Written by Bhoyrobnath Dahn.

Presented this day by Radha Kristno Dutt, Mooktiar, and Bhoyrobnath Dahn, on the part of Ram Sing Rajah, with his letter of this date, the 16th of May 1857, corresponding with the 4th of Joisto 1264, B. S.

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 E.

*TRANSLATION of the Articles of Agreement given to the Honorable Company by Bur Manick, Rajah of Khyrim, in the year 1830.*

(Signed) BUR MANICK,  
*Rajah of Khyrim.*

To DAVID SCOTT, Esq.,  
*Agent to the Governor General.*

My country having been taken possession of by the Honorable Company in consequence of my having made war with them, and thereby caused considerable losses, I now come forward, and placing myself under the protection of the Honorable Company, and acknowledging my submission to them, agree to the following terms as sanctioned by the Presidency Authorities.

1st.—I cede to the Honorable Company the lands I formerly held on the South and East of the Oomecam River, and I promise not to interfere with the people residing on those lands without the orders of the Agent to the Governor General.

2nd.—I consent to hold the remaining portion of the territory agreeably to the Sunnud of the Honorable Company as their dependants, and to conduct its affairs according to ancient customs; but I am not at liberty to pass orders in any murder case without the permission of the Governor General's Agent, and will report to him any case of this kind that may occur.

3rd.—When any of the Honorable Company's Troops pass through my territory, I will furnish them with such provisions as the country produces, so that they may not be put to any inconvenience, receiving payment for these supplies from Government; and I will construct bridges, &c., when ordered to do so, and am to be paid for the expenses incurred thereon.

4th.—In case of any Hill Chieftains making war with the Honorable Company, I will join the Government Troops with the fighting men of my country, but they are to receive subsistence from the Government.

5th.—I relinquish my former claim regarding the boundary of Desh Doomrooah, and agree to the Adee Nuddee being the future boundary. I am, however, to be assigned some land near the Sonapore Market for the purpose of trading there.

6th.—I agree to pay a fine of 5,000 Rupees to the Honorable Company on account of the expenses now and previously incurred by them in the subjugation of my country.

7th.—If Teerut Sing Rajah, who is inimical to the Honorable Company, or any other of his guilty followers, should enter my territory, I will immediately apprehend them and deliver them up, and I promise to produce all criminals who may come and take refuge in my country from any place in the Honorable Company's dominions.

To which effect I have executed this agreement, on this 15th day of January 1830, corresponding with the 4th of Maugh 1236, B. S.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

A P P E N D I X No. 4 F.

*TRANSLATION of a Recognisance executed by Oolar Sing, Rajah of Murriow, in the year 1829.*

(Signed) OOLAR SING,  
*Rajah of Murriow.*

To

DAVID SCOTT, Esq.,  
*Agent to the Governor General.*

WHEREAS, I, Oolar Sing, Rajah of Murriow, formerly conspired against the Honorable Company's people and made war with them, I now come forward for my own good and give this recognisance, to the effect that I will not again enter into such a conspiracy or quarrel, or make war with the people on the part of the Government, and that if I do so, I shall be liable to such punishment as is usually inflicted on riotous persons.

1st.—My country now remains under the control of the Government, and I will keep the people contented and conduct the Cossyah affairs in the usual way.

2nd.—I will investigate such cases as take place in my country according to its established customs; but if any heinous crimes, such as murders, &c., should occur, I will give you information of them, and I will obey and act in other matters according as you may order me to do. To which purposes I hereby give this recognisance, on this 12th day of October 1829, corresponding with the 27th of Assin 1236, B. S.

*Witnessed by—*

Ram Sing Dubashiah, Resident of Cherra Poonjee.  
Dewan Sing Dubashiah, Resident of Cherra Poonjee.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*



APPENDIX No. 4 G.

*TRANSLATION of an Agreement given by Songaph, Rajah of the district of Mahram, to the Political Agent at Cherra Poonjee, in the year 1839.*

To

MAJOR LISTER,  
*Political Agent to the Governor General,  
At his Court House.*

I, Songaph Rajah, resident of the Mahram country, having wantonly made war against the Honorable Company, and caused great loss of life to their people, and put them to considerable expense, have myself been driven through fear a fugitive to the jungles, and acknowledge having committed great faults; but I now crave an amnesty for the past offences of myself and my Cossyah people, and enter into this agreement in the hope of being permitted to remain in my country in the capacity of a Sirdar (Chief) on the following terms.

2<sup>nd</sup>.—That I acknowledge my dependency on the Government, and agree to stay in my country as a Sirdar (Chief), or as if I have been appointed a Sirdar by the Government. I am, however, to adjudicate, amongst my own people, according to custom, but will not put any one to death.

3<sup>rd</sup>.—That if any of the Government Troops should pass through my country, I will attend and furnish them with such provisions as they may require, receiving payment for the same at the customary rates.

4<sup>th</sup>.—That, should any disturbances arise in the Hills, I will, if so ordered, attend with all the Cossyahs of my country, and remain in attendance as long as I may be required to do so, receiving merely subsistence for my people from the Government.

5<sup>th</sup>.—That if any murderers or dacoits should take refuge in my country, I will apprehend them and deliver them up when called on to do so.

6<sup>th</sup>.—That, in atonement for my faults, I promise to pay the Government a total fine of 2,000 Rupees; but I am to lodge this amount within a month from the present date.

7<sup>th</sup>.—That I give Chand Maniek Rajah and Bur Maniek Rajah, of Moleem Poonjee, as my securities for the fulfilment of the terms of this agreement, and I also place at Moleem Poonjee my nephew Soolong Rajah, who will carry out all orders that may be given at any time regarding my country.

To which end I have executed this agreement. Dated this 13<sup>th</sup> February 1839, corresponding with the 3<sup>rd</sup> Falgoon 1254, B. S.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

A P P E N D I X N o . 4 H .

*TRANSLATION of an Agreement executed by Zubber Sing, Rajah of Ramrye, in the year 1829.*

(Signed) ZUBBER SING,  
*Rajah of the Country of Pautan.*

No. 14.  
Filed at Nungklow, on  
the 21st of October 1829,  
corresponding with the  
year 1236, B. S.

THE written agreement of Zubber Sing, Rajah of the territory of Ramrye, executed in the English year 1829, to the following purport.

I and my subordinate Officers and all my people, acknowledging our dependance and subjection to the Hon'ble Company, promise to obey and act agreeably to such orders as may, from time to time, be passed regarding our country.

1st.—Our country having been invaded and taken possession of by the Government Troops, in consequence of our people having quarrelled with those of the Government, I promise to realize, from my Hill subjects, all the expenses that have been incurred thereon.

2nd.—I will investigate and decide all petty cases occurring in my country, agreeably to custom, with Punchayets; but I will report all cases of murder that may take place, and when the culprits shall have been apprehended and given up, they will be tried by the laws that are current in the Hills.

3rd.—I will not oppress or wrong my people, and will keep them satisfied and contented.

4th.—I and my subordinates will never fight or quarrel with the Honorable Company, and if we do so, we shall be punished according to the regulations like other refractory persons.

5th.—I will appoint and remove the Lungdeos of my country with your approval and consent, and act in all matters after consulting with the people.

6th.—Whenever any hostilities may occur between the Hill people and the Government, I will assist the Government with my Troops. To which effect I have executed this agreement, dated this 27th of October of the present year.

I have filed a separate list of the expenses that I will pay.

(Signed) W. CRACROFT,  
*A. A. G. G.*

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 I.

TRANSLATION of an Agreement executed, in the year 1835, by Ooahn Sirdar, Ookiang, Lungdeo, Ooahn Sirdar, and Oomoi Sirdar, of the district of Ramrye.

(Signed) OOAHN SIRDAR,  
          "      OOKIANG LUNGDEO,  
          "      OOAHN SIRDAR,  
          "      OOMOI SIRDAR,  
                  Of the Territory of Ramrye.

To  
THE AGENT TO THE GOVERNOR GENERAL.

THE written agreement of Ooahn Sirdar, resident of Soojor Poonjee, Ookiang Lungdeo, resident of Nongklang Poonjee, Ooahn Sirdar, resident of Khendring, and Oomoi Sirdar, resident of Oomshem, pertaining to Ramrye, executed to the following purport.

No. 34 of 1835, filed  
11th February 1835.

Having this day attended before the Commanding Officer, Captain Lister, we hereby, of our own free-will and accord, furnish the agreement detailed in the under-mentioned paragraphs. Dated this 21st of January 1835, corresponding with the 9th of Maugh 1241, B. S.

1st.—That we are under the protection of the Government, and acknowledge our submission to them.

2nd.—That if any murders or serious cases occur in our country, they will be investigated by the Government, to which we are willing and agreeable, and the punishments awarded, on investigation of such cases, are to be by the Government.

3rd.—That if there should be a likelihood of hostilities occurring between us and the people of another State, we will act as the Government may direct; and in the event of our having any quarrel with such foreign people, we will submit to the decision given by the Government.

4th.—That our debt to the Government of Rupees 8,485-13-0 (Eight thousand Four hundred and Eighty-five and Thirteen Annas) is this day remitted, and we agree to pay a sum of 200 Rupees annually in the month of Kartick, at any place where we may be directed to do so, and on lodgment of the money we will take receipts for it from the Government Authorities.

5th.—That if we act in contravention of the stipulations in the above paragraphs, the Government may do whatever they consider just and proper, and we will make no objection to it. To which effect we have executed this agreement of our own accord.

Witnessed by—  
Ram Sing Jemadar.  
Borjooram Dubashia.

(True translation)  
(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.

(True copy)  
S. BIRD,  
Head Assistant.

A P P E N D I X N o. 4 K.

*TRANSLATION of an Agreement given to the British Government by the Wahadadars, or Chiefs, of Cheyla Poonjee, in the year 1829.*

(Signed) MISHNEE WAHADADARS,  
          "      BURSING WAHADADAR,  
          "      SOOMEN AND OOKSAN WAHADADARS,  
  *Residents of Cheyla Poonjee.*

To

THE HONORABLE COMPANY.

THE written agreement of Mishnee, Bursing, Soomen and Ooksen Wahadadars, of Cheyla Poonjee and other Villages, twelve in number.

Whereas a disturbance or battle took place in the Hills, and we did not join with the Government or make our appearance, in consequence of which Troops were sent to our villages; we now come forward and give this agreement to abide by the following stipulations:—

*1st.*—That having committed these faults, we agree to pay, by instalments, to the Government, amongst our twelve Villages, a fine of 4,000 Rupees, for the payment of which sum we four persons are responsible.

*2ndly.*—That from the Limestone situated on the banks of the Bogah River, in our territory, we agree to allow the Government always to remove gratis as much as they require in any locality selected by their Officers; but it is not to be taken from any other place.

*3rdly.*—That should any persons concerned in any acts in Zillah Sylhet or other places come and take shelter with us, we will immediately deliver them up on their being called for by the Zillah Courts.

*4thly.*—That we promise not to dispute or make war with the Honorable Company or with any of the Rajahs who are in confederacy with the Government.

*5thly.*—That if any quarrels should arise between us and the Rajahs alluded to, the Government is to investigate and settle them, and to this effect we have executed this agreement. Dated the 3rd September, corresponding with the 19th of Bhadro 1236, B. S.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

## APPENDIX No. 4 L.

*TRANSLATION of a Perwannah, issued by the Political Agent of the Cossyah Hills, in the year 1852, to Oosep Sing Rajah appointing him Dhollah Rajah, of the Mahram Territory.*

(  
Seal  
of  
Office.  
)

(Signed) F. G. LISTER,  
*Political Agent.*

To  
OOSEP SING, DHOLLAH RAJAH,  
*Resident of Rongthong Poonjee, in the Mahram Territory.*

KNOW HEREBY.

It appears that Oober Sing, Dhollah Rajah of the Mahram territory, having deceased, you requested to be appointed Rajah there on the ground of the country having been under the control of your uncle, the late Songaph, Dhollah Rajah, your application being supported by a petition from Oomon Muntree, Oolar Sing Rajah, and other persons consenting to it; but final orders were deferred on it in consequence of Ramsye, Kallah Rajah of Nonglang Poonjee, in that territory, having set up a claim founded on the right of his uncle, the late Ram Sing, Kallah Rajah, to which Ooject Lungdeo, Ooksau Sirdar, and certain other persons signified their assent in a petition they presented. As you and Ramsye Rajah, have, however, this day come to an amicable arrangement, and filed a deed of compromise to the effect, that of the two Kallah and Dhollah Rajahs of Mahram, the Kallah Rajah is to be subordinate to the Dhollah Rajah, and the investigations connected with the duties of the Raj are to be conducted by them together in consultation, and the profits derived therefrom are to be enjoyed by them both, and as you have therein stated that you are to be Rajah in the place of the aforesaid Dhollah Rajah, retaining the said Ramsye Rajah as your subordinate, and investigating and deciding cases occurring in the country in concert and consultation with him, which are otherwise to be considered null and void, and the afore-mentioned Ramsye Kallah Rajah has expressed his willingness to remain as your subordinate, and according to former custom to investigate and decide cases taking place in the country in company and consultation with you, the decisions being invalid unless so conducted, &c., besides which you two persons are, agreeably to previous practice, to enjoy the profits derived from the country, and to share the losses incurred therein, and as you have assented to the above stated terms, and requested that a Perwannah may be given to you, appointing you as Rajah in accordance therewith, you are, therefore, informed that you are hereby appointed Rajah in the room of the Dhollah Rajah of the territory of Mahram, and it will be your duty to conduct investigations and give decisions there as stipulated in the deed of compromise, and according to your own sense of proper justice, retaining Ramsye Kallah Rajah, as your subordinate, and both of you acting together and in consultation to do what is incumbent on you. You will, moreover, obey all orders that may be issued to you, from time to time, on the part of the Honorable Company without delay, observing the terms agreed on in the deed of compromise referred to. Dated the 28th of September 1852, corresponding with the 14th of Assin 1259, B. S.

(True translation)

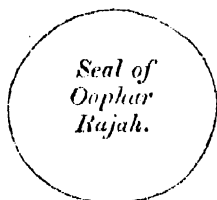
(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 M.

*TRANSLATION of a Recognizance executed by Oophar, Rajah of Bhawal Poonjee, in the year 1832.*



To  
THE AGENT TO THE GOVERNOR GENERAL.

I, Oophar Rajah, resident of Bhawal Poonjee, have this day, of my own free-will and accord, and without any compulsion, executed this recognizance before Captain Townshend, at Cherra Poonjee, as detailed in the following paragraphs, and I will be responsible for the violation of any of the terms thereof, and will obey the orders of the Gentlemen.

1st.—That if the Cossyals should kill, or in any way harm or injure, any of the Honorable Company's people within the boundaries of the Ooahn Churrah or Hatee Khedda on the West, and the Dhoolai Nuddeo or the West bank of the Dongdongiah on the East, I will immediately produce the guilty persons and make reparation for the losses sustained.

2nd.—That I will not give any shelter, assistance or provisions, to the enemies of the Honorable Company, and whenever I may receive any news regarding them, I will send information thereof to the Government people through the Dooahradars.

3rd.—That I will not allow any of the Honorable Company's enemies to come to my Ahlung of Seemai when it is re-opened.

4th.—That whenever I may be called for by the Gentlemen, I will attend immediately on receipt of the written order to do so, and if I act contrary to the stipulations made in the above paragraphs, I will submit to any orders the Gentlemen may choose to pass. To which end I have executed this recognizance. Dated the 11th December 1832, corresponding with the 27th Ahgran 1239, B. S.

*Witnessed by—*

Gopeeram, residing at present at Chattarkonah.  
Askur Mahomed, resident of Pergunnah Mahram, Mouzah Noiegong.  
Roheemot Dooahradar, resident of Ghaseegong.  
Bamjan Dooahradar, resident of Pergunnah Mahram, Mouzah Kandeegong.  
Robaie Dooahradar, resident of Chorgong.

(True translation)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,

*Head Assistant.*

APPENDIX No. 4 N.

*TRANSLATION of a Recognizance executed by Ooksan and Ooahnloka, Rajahs of Mullai Poonjee, in the year 1832.*

(Signed) OOKSAN RAJAH,  
" OOAHNLOKA RAJAH.

To

THE AGENT TO THE GOVERNOR GENERAL.

WE, Ooksan Rajah and Ooahnloka Rajah, residents of Mullai Poonjee, having this day appeared before Mr. Harry Inglis, on the bank of the Jadookata River, do, of our own accord and free-will, execute this recognizance as detailed in the following paragraphs, and we will be responsible for the violation of any of the terms thereof, and will obey the orders of the Gentlemen.

1st.—That if any Cossyahs kill, or otherwise harm or injure, any of the Honorable Company's people within the Dholai River on the West, and the Khagoorah Churrah on the East, we will immediately produce the guilty persons and make reparation for the losses sustained.

2nd.—That we promise not to give shelter, assistance, or provisions to the enemies of the Honorable Company, and if we should obtain any information regarding them, we will send notice of the same to the Government Officers through the Dooahradars.

3rd.—That we will not allow the enemies of the Government to come to our Bazar of Nokhoreeah Burtikrah when it is re-opened.

4th.—That whenever we are summoned by the Gentlemen, we will present ourselves as soon as we receive the written order to attend, and if we infringe these terms we will abide by any orders that may be passed by the Gentlemen. To which end we have hereby executed this recognizance on this 21st of November 1832, corresponding with the 7th Ahgran 1239, B. S.

*Witnessed by—*

Mahomed Anson, resident of Mouzah Noigong, Pergunnah Mahram.  
Bobaraie, resident of Pergunnah Borakheeah, Mouzah Mookeergong.  
Bottai Dubashia, resident of Pergunnah Chorgong.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 O.

*TRANSLATION of an Agreement given by Ahdor Sing, Rajah of Mowsunnam Poonjee, in the year 1831.*

(Signed) AHDOR SING RAJAH.

To

THE AGENT TO THE GOVERNOR GENERAL,  
*North East Frontier.*

THE written agreement of Ahdor Sing Rajah, resident of Mowsunnam Poonjee, given to the following effect.

My village having been burnt down on the part of the British Government, and being now a waste, I hereby acknowledge my submission to the Government, and furnish this agreement with the object of again settling on the spot, to the effect that I and my people will re-build and re-occupy the village as subjects of the Government, and will obey such orders as you may from time to time issue to us.

That I will take measures for apprehending the enemies of the Government if I should hear of their being in my village or its vicinity, and I will also convey immediate information of the same to Captain Townshend, and if I have no particular news to communicate, I will merely wait on him every month.

That if I violate these engagements, I will, without any demur, abide by whatever orders you may think proper to pass. Dated this 17th of December 1831, corresponding with the 3rd of Pous 1238, B. S.

*Witnessed by—*

Dewan Sing Dubashia, resident of Cherra Poonjee.  
Oomee Cossyah, resident of Cherra Poonjee.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*



APPENDIX No. 4 P.

*TRANSLATION of a Recognizance executed by Eeang Cossyah, resident of Seenai Poonjee, Ahmol Sing Cossyah, resident of Lonkhom Poonjee, and Laloo Cossyah, resident of Mowdon Poonjee, in the year 1832.*

(Signed) EEANG COSSYAH,  
          "      AHMOL SING,  
          "      LALOO COSSYAH.

*Guarantee for this Document.*

I Soobha Sing Cossyah, resident of Tengor Poonjee, give this recognizance of my own accord, to the effect that I guarantee the fulfilment of these terms, and am responsible for any departure therefrom.

(Signed) SOOBHA SING COSSYAH.

To

THE AGENT TO THE GOVERNOR GENERAL.

WE, Eeang Cossyah, resident of Seenai Poonjee, Ahmol Sing, resident of Lonkhom Poonjee, and Laloo Cossyah, resident of Mowdon Poonjee, having this day presented ourselves before Mr. Harry Inglis, at Chantollah, do, of our own free-will and accord, execute this recognizance to the effect that we will be responsible if any Cossyahs should kill any of the Honorable Company's subjects within Soomenpore of Chantollah on the West, and Kesmaieer Gong and Allowkallee pertaining to Bahrogong on the East, and if they commit any other aggressions we will immediately produce the guilty persons.

That we will not give shelter, assistance or provisions to any of the Honorable Company's enemies, and if we should obtain any information regarding them, we will send notice of the same to the Officers of Government.

That we will not allow any of the Honorable Company's enemies to come to our Bazar of Moudon.

That, whenever we may be summoned by the Gentlemen, we will attend without any demur, and that if we depart in any way from these conditions, we will abide by any orders that may be passed by the Gentlemen.

To which end we have executed this recognizance. Dated this 26th of November 1832, corresponding with the 12th of Ahgran 1239, B. S.

*Witnessed by—*

Prankristno Som, resident of Pergunnah Kowreeah, Mouzah Proyahgaymool.  
Hureeprosad Dass, resident of Kusbeh Sylhet, Mohollah Ahkhobeah.  
Dodalehand Dass, resident of Sylhet, at present at Chattuck.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 Q.

*TRANSLATION of an Agreement, executed in the year 1841, by Chota Sahdoo Sing, Rajah of the district of Jeerung.*

THE written agreement of Chota Sahdoo Sing, Rajah of the territory of Bur Jeerung, Poonjee, executed in the present year 1248, B. S., to the following purport.

Having solicited permission to be continued in charge of the three villages of Bur Jeerung, Chota Jeerung, and Pathor Khallee, now held by me, on condition of my repairing the road and bridges in the Hills agreeably to orders, I have been called on by a Purwannah, No. 494, dated the 7th of Choitro of the past year, for an agreement, and in compliance with that order I now furnish this agreement, stating that I promise, as customary, to make the annual repairs of the bridges, road, ghats, and stockades, &c., in the Hills and other places without payment, the above-mentioned three villages remaining in my charge for the performance of these services; and if I negligently delay to execute these works, and the road, bridges, &c., should not be kept in repair, I will submit to whatever orders you may think proper to pass. To which effect I have given this agreement. Dated the 8th of June of the English year 1841, corresponding with the 27th Joisto 1248 B. S.

Whereas Sahdoo Sing Rajah has personally presented this agreement, it is hereby ordered to be accepted and filed with the record. Dated the 8th of June of the English year 1841, corresponding with the 27th Joisto 1248, B. S.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In Charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 R.

*TRANSLATION of an Agreement, executed in the year 1829, by the Sirdars, Elders, and Inhabitants of the conquered district of Soopar Poonjee and allied villages.*

(Signed) OOMIT KHYE, of Soopar Poonjee.  
OOHN KHYE, of Nongrong.  
OODOOR COSSYAH, of Noskin.

To

MR. DAVID SCOTT,  
*Agent to the Governor General.*

AGREEMENT of the Sirdars, Elders and Inhabitants of Soopar Poonjee, Nongrong Poonjee, and Noskin Poonjee—executed in the year 1829 to the following purport.

No. 16.  
Filed at Gowhaty on  
the 12th November 1829.

The people of our villages having entered into hostilities with and killed the subjects of the Honorable Company, our villages have been taken possession of by the Government, we therefore, having now attended at Moosmai Poonjee, enter into this agreement, for ourselves and all the people of the aforesaid villages, to the effect that we acknowledge our submission to the Honorable Company as being their people, and we agree to obey all orders that may at any time be given regarding us.

2nd.—The inhabitants of our above-mentioned three villages having wantonly made war with and killed the subjects of the Government, we, instead of paying a fine in money, hereby divide with the Government one-half of all the limestone, good, bad and indifferent, in our afore-mentioned three villages. We are to have half, and we give half to the Government, and to this effect we have executed this agreement on the 29th day of October 1829, corresponding with the Kartick 1236, B. S.

*Witnessed by—*

Soomer Gíri, resident of Cherra Poonjee.  
Ram Doloie, ditto ditto.  
Lall Sing Gíri, ditto ditto.

(Signed) W. CRACROFT,  
A. A. G. G.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Asst. Comr. at Cherra Poonjee.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 S.

*TRANSLATION of an Agreement, executed in the year 1829, by Oojoy, Mon Sing, and other residents of Byrung Poonjee and its dependant villages.*

(Signed) OOJOY COSSYAH,  
" MON SING,  
" JEERKHA COSSYAH,  
" RAM SING,  
" KONRAI,  
" RAMRAI.

To  
THE HONORABLE COMPANY.

The written agreement of Oojoy and Mon Sing, residents of Byrung Poonjee, Jeerkha and Ram Sing, residents of Oomtheelay Poonjee, and Kollaprai and Ramrai, residents of Eamdah Poonjee, executed in the English year 1829 to the following purport.

No. 17.  
Filed at Gowhatty, 5th  
December 1829.

We have no faith in the Cossyah Mountaineers who have taken up arms against the Government, and having therefore joined the Honorable Company, enter into this agreement to this effect.

1st.—That we have not made war with the Government, nor will we ever enter into hostilities with the people on the part of the Honorable Company, and we will apprehend and deliver up any Cossyahs who have absconded, and regarding whom proclamations have been issued, if they should come into our territory.

2nd.—That if we should find any proclaimed persons who have absconded, and fail to apprehend and deliver them up, or conceal them, and this should be proved, we will make no objection to our villages being burnt. Dated in the English year 1829, 2nd N. (November seemingly, judging from the year mentioned.)

We further state that we will obey the orders of Dewan Sing, Rajah of Cherra Poonjee, and will never do any thing without his sanction.

(Signed) W. CROCKET,  
A. A. G. G.

(True translation)  
(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.

(True copy)  
S. BIRD,  
Head Assistant.

APPENDIX No. 4 T.

*TRANSLATION of a Lease of the Coal-fields of Byrung Poonjee, given to the British Government in the year 1840, by the Sirdars of that Village, and confirmed by Soobha Sing, Rajah of Cherra Poonjee.*

I Soobha Sing, Rajah, resident of Cherra Poonjee, having made myself acquainted with the purport of this document, hereby confirm the conditions specified in this Pottah, given by the Sirdars of Byrung Poonjee, dated the 20th April 1840, corresponding with the 9th of Bysack 1247, B. S.



(Signed) SOOBHA SING, RAJAH.

To

THE POLITICAL AGENT AT CHERRA POONJEE.

A perpetual lease, executed to the following purport, by Boerah Sing and Ramrai Cossyah, Sirdars of Byrung Poonjee, belonging to the territory of Cherra Poonjee.

We hereby give a perpetual lease to the Government, for all future time, of the places pertaining to this Poonjee where coal has been found, and those localities where it may hereafter be discovered, agreeably to the terms mentioned below, which are to be acted up to.

1st.—We are to receive taxes from the Government at the rate of 1 Rupee per hundred maunds for as much coal as may be broken up in all places belonging to our Poonjee. We will never demand more than this rate, and the Cossyahs of the Poonjee we reside in are not to be prohibited by the Government from working coal in these localities. They are to work it free of charge, and will settle with us for the taxes on it; but no other person is at liberty to quarry coal in these places without the sanction of the Government, nor have we the right of granting such permission to any other person.

2nd.—The Government can quarry coal hereafter, whenever they wish to do so, agreeably to the conditions of this Pottah, and no new objections will be raised, and if made, they are to be rejected.

3rd.—Besides the above stated localities, the Government have the right, according to the conditions of this Pottah, to those places where coal may at any time be discovered. To which

effect we have executed this perpetual lease, dated the 20th of April 1840, corresponding with the 9th of Bysack 1247, B. S.

(Signed) BEEBAH SING AND RAMRAI,

*Cossyah Sirdars.*

*Witnesses.*

Soomur Sing Cossyah, resident of Cherra Poonjee.

Jattrah Sing Ditto, ditto ditto.

Chand Rai Dubashia, ditto ditto.

Bungsee Sing, Burkundaz of the Office.

(True translation)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteah Hills.*

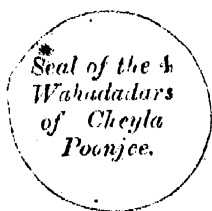
(True copy)

S. BIRD,

*Head Assistant.*

APPENDIX No. 4 U.

*TRANSLATION of a Petition of the Wahadars of Cheyla Poonjee, to the Political Agent of the Cossyah Hills, in the year 1851, soliciting his assistance in causing the attendance, at their Durbars, of persons resisting their authority, and offering to abide by his decisions in appeals preferred to him against their orders, or in complaints made to him against their acts.*



(Signed) MISINEE WAHADADAR,

„ BURSING WAHADADAR,

„ LARSING AND SONARAI WAHADADAR,

„ OOKIANG AND BERNAI WAHADADAR,

*Residents of Cheyla Poonjee.*

RESPECTFULLY SHEWETH,

THAT previous to the occupation of these Hills by the Honorable Company, we were appointed to the offices of the four Wahadars of our village of Cheyla Poonjee, and protected the people by conducting enquiries and investigations in our country. That when these Hills afterwards came into the possession of the Honorable Company, we were confirmed in our appointments, agreeably to former custom, with the approval of the late Mr. David Scott, and most efficiently protected the inhabitants by investigating cases in the country by our own authority; but during the last two or three years, certain Cossyahs of our village, who are unruly, powerful and evil-advising persons, have formed themselves into a party to carry out their own purposes, and are oppressing and harassing some of the poor Cossyahs, and if they

complain and we send for these persons through our Officers, they openly resist our authority and assault them, besides making various remarks about us. When we also summon defendants in cases under trial before us, these violent individuals screen them, and in resistance of orders beat our men and snatch away the defendants from them; thus causing great annoyance to the poor people under our control, which we have frequently complained of to you by petitions; and the individuals of this party who harass the poor people in this manner are moreover, not unknown to you. It is besides probable that unless this faction is put down, serious affrays and murders may hereafter occur, attended with ruination to our country, which it will be difficult for us to account for to you, and we shall be punished by Providence if the poor are violently oppressed by such persons of our village as have numerous friends and relatives, and we as rulers of the country do not redress their grievances. But as the calamities of our poor people cannot be removed, or the country rendered tranquil without your assistance, we therefore throw ourselves on your protection, and voluntarily present this petition, soliciting that the persons under our control who resist our Officers may be tried by you, and that you will, on our solicitation, grant us your help to bring to our Durbars all such persons as pertinaciously refuse to attend there when we send for them; and if any persons who are dissatisfied with our orders should appeal to you against them, or if we oppress or injure any persons and they complain to you about it, we will agree to any investigations and orders that you may pass, and will never act in contravention of them, but will obey them without urging any objections. There is no prospect of relief to our country unless you so favor us, and in this your power is absolute. Dated the 30th of Bysack 1258, B. S. (Received 14th May 1851.)

PRESENT: COLONEL LISTER, *Political Agent.*

The request of the Wahadadars is granted, and it is hereby ordered that a Purwannah be written to them to the effect that if any person hereafter oppresses or injures another, and the person so oppressed complains to the Wahadadars, and the oppressor, when called for by them, obstinately and in disobedience of the Wahadadars' orders, refuses to attend at their Durbars, they must send him to Cherra Poonjee with the witnesses to the fact of the opposition made to their authority, and the prosecutor and his witnesses, when proper orders will be passed. Dated the 16th May 1851, corresponding with the 3rd of Jeyt 1258, B. S.

(Signed) F. G. L.,  
\* P. A.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

APPENDIX No. 4 V.

*TRANSLATION of a Purwannah issued by the Principal Assistant Commissioner in charge of the Cossyah and Jynteah Hills to Oajee Lusker and Chonglah Lusker, in the year 1857, authorizing them to conduct the duties of Sirdars of Mowlong Poonjee, for one year each, in succession to their deceased father Zuffer Lusker, Sirdar of that place.*



(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

To

OOJEE LUSKER AND CHONGLAH LUSKER,  
*Residents of Mowlong Poonjee.*

KNOW HEREBY,

That whereas you represented yourselves, on the demise of Zuffer Lusker, Sirdar of the Mowlong district, as being the sons and heirs of the deceased, and solicited that you two brothers might be permitted to conduct the duties of that office by turns for one year each, you are now therefore appointed to the office of the late Zuffer Lusker, pending the preferment of any substantial claim that may be worthy of notice being made to that district, and are hereby informed that agreeably to the terms of the Deed of Compromise you previously filed, you will conduct the duties of the office of that Sirdar, as is incumbent on you, by turns, for one year each. Herein fail not. Dated the 25th of March 1857, corresponding with the 13th of Choitro 1263, B. S.

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*



APPENDIX No. 4 W.

*TRANSLATION of the Articles of an Agreement furnished to the Governor General's Agent, North East Frontier, by Rujjun Sing, Rajah, on his accession to the Raj of Nungklow, on the 29th of March 1834.*

To

CAPTAIN FRANCIS JENKINS,

*Agent to the Governor General North East Frontier,  
On the part of the Honorable Company.*

No. 30.

THE written agreement of Rujjun Sing, resident of Nungklow, executed to the following purport.

The Government having appointed me to the Raj of the late Teerut Sing Rajah, I hereby execute the articles of agreement detailed below, and promise never to act in violation of them, and that my Muntrees will also abide by the terms thereof.

1st.—That I have no objection to land being taken up by the Honorable Company for the purpose of making a road in any direction chosen between Zillah Sylhet and the plains or low lands of Assam.

2nd.—That I have no objection to bridges, bungalows of sorts, store-rooms, fortifications, and stockades for Sepoys being built for the Honorable Company wherever it may be deemed expedient to select sites for them.

3rd.—That I and my Muntrees will furnish laborers and workmen for building and repairing the above-mentioned roads, buildings, &c., without objection, whenever they may be required.

4th.—That whenever it may be considered expedient to erect any buildings within the country consigned to me by the Government, I and my Muntrees will immediately furnish the under-mentioned materials for them, and we shall not be able to raise any objections about doing so.

LIST OF MATERIALS.—Timbers, stoucs, slates, lime, fire-wood, and any other articles procurable in the country, will be readily furnished.

5th.—That I and my Muntrees will provide shelter and pasturage for any cows, oxen &c., that the Honorable Company may send into the country, and I will be responsible for any losses of these animals.

6th.—That if any criminals or convicts should escape from the Honorable Company's territory and come into my country, I will immediately render assistance in apprehending them.

7th.—That I will act as stated in the above-mentioned articles, and if I should do any thing in contravention of them, I and my Muntrees will submit to such fines as the Governor General's Agent may think proper to impose on us.

8th.—That I promise to fulfil the aforesaid stipulations, and am to continue to receive my present monthly stipend of 30 Rupees for one year, as this stipend to me from the Government will enable the people of the country to settle down again in it comfortably, without being pressed for any demand. This stipend to me is to cease after the completion of one year, and I am then to make arrangements for myself as formerly. Dated the 29th of March 1834, corresponding with the 19th of Choitro of the Bengal year 1240.

We, Rai Mon and Oojoor, residents of Nungbree, Ooram of Myrung, Ootep of Mouter, Ooboo Boshan of Singshaug, Oosey Lungdeo of Kenchee, Oophan of Monai, and Oomeet of Nongsay, having been nominated as Muntrees to the Rajah, approve of the agreement executed by him, and will be responsible for the fulfilment and violation of it.

( Seal

(Copy)

(Signed)

H. INGLIS,  
*Assistant Political Agent, .*  
*Cossyah Hills.*

(True translation)

(Signed)

C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Cossyah and Jynteah Hills*

(True copy)

S. BIRD,

*Head Assistant.*

APPENDIX No. 4 X.

*TRANSLATION of an Agreement given to Captain Francis Jenkins, Agent to the Governor General North East Frontier, in the year 1834, by Chand Manick, on the part of Bur Manick, Rajah and Heir Presumptive to the Raj of Khyrim.*

I, Chand Manick, hereby enter into the following agreement on behalf of Bur Manick, Rajah of Moleem Poonjee.

Whereas a fine of 5,000 Sicca Rupees, imposed on my maternal uncle, Bur Manick Rajah, has not yet been paid, I being his nephew and heir presumptive to the Raj of the said Moleem Poonjee and its dependencies, hereby promise, of my own accord, to pay 1,000 Rupees of the aforesaid fine to Captain Townshend at Cherra Poonjee within ten days; and for the remaining 4,000 Rupees, I agree to construct a good road, durable and fit for the passage of horses from Moleem to Cherra Poonjee and also to Myrung, on the understanding that it is to be made by Government workmen in the bad and difficult places. On the completion of this road I shall inform you of the same, when a person is to be deputed to examine it, and if it be approved of, a receipt will be given me for the above-mentioned sum of 4,000 Rupees.

To which effect I have executed this agreement on this 28th day of March 1834, corresponding with the 16th of Choitro 1240, B. S.

(True translation)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*At Cherra Poonjee.*

(True copy)

S. BIRD,

*Head Assistant.*

## APPENDIX No. 5.

*PROPOSED SCALE of Establishments for the district of the Cossyah and Jynteah Hills.*

|   | Co.'s Rs. | As. | P. | Co.'s Rs. | As. | P. |
|---|-----------|-----|----|-----------|-----|----|
| Principal Assistant Commissioner in charge of District ... ..       | 750       | 0   | 0  |           |     |    |
| European Medical Officer in charge of Civil Station and Jail ... .. | 100       | 0   | 0  |           |     |    |
|   |           |     |    | 850       | 0   | 0  |
| <b>OFFICE ESTABLISHMENT.</b>  |           |     |    |           |     |    |
| 1 Sherishtadar for all Departments ... ..                           | 60        | 0   | 0  |           |     |    |
| 1 Peshkar ditto ditto ... ..  | 30        | 0   | 0  |           |     |    |
| 1 Mohalaz ditto ditto ... ..  | 30        | 0   | 0  |           |     |    |
| 1 Asst. Mohafiz ditto ditto ... ..                                  | 15        | 0   | 0  |           |     |    |
| 1 Treasurer ditto ditto ... ..                                      | 40        | 0   | 0  |           |     |    |
| 1 Potdar ditto ditto ... ..   | 10        | 0   | 0  |           |     |    |
| 1 Nazir ditto ditto ... ..  | 20        | 0   | 0  |           |     |    |
| 1 Sweeper ditto ditto ... ..  | 5         | 0   | 0  |           |     |    |
|   |           |     |    | 210       | 0   | 0  |
| <b>FOUZDARRY DEPARTMENT.</b>  |           |     |    |           |     |    |
| 1 English Clerk ... ..  | 25        | 0   | 0  |           |     |    |
| 1 Bengali Mohurir ... ..  | 15        | 0   | 0  |           |     |    |
| 1 ditto ... ..  | 10        | 0   | 0  |           |     |    |
| 1 Cossyah Interpreter... ..   | 12        | 0   | 0  |           |     |    |
| 1 Dufferry for Native Office ... ..                                 | 5         | 0   | 0  |           |     |    |
| 2 Orderly Chuprassies, at 6 Rupees each ... ..                      | 12        | 0   | 0  |           |     |    |
| 2 Burkundazes for guarding the Cutcherry, at 5 Rupees each ... ..   | 10        | 0   | 0  |           |     |    |
|   |           |     |    | 89        | 0   | 0  |
| <b>DEWANNY DEPARTMENT.</b>  |           |     |    |           |     |    |
| 1 English Clerk ... ..  | 15        | 0   | 0  |           |     |    |
| 1 Bengali Mohurir ... ..  | 15        | 0   | 0  |           |     |    |
| 1 ditto ... ..  | 10        | 0   | 0  |           |     |    |
| 1 Cossyah Interpreter... ..   | 8         | 0   | 0  |           |     |    |
| 1 Dufferry for Native Office ... ..                                 | 5         | 0   | 0  |           |     |    |
| 2 Orderly Chuprassies, at 6 Rupees each ... ..                      | 12        | 0   | 0  |           |     |    |
| 2 Burkundazes for guarding the Cutcherry, at 5 Rupees each ... ..   | 10        | 0   | 0  |           |     |    |
|   |           |     |    | 75        | 0   | 0  |
| <b>REVENUE AND AGENCY DEPARTMENT.</b>                               |           |     |    |           |     |    |
| 1 English Clerk ... ..  | 60        | 0   | 0  |           |     |    |
| 1 Dufferry for English Office ... ..                                | 8         | 0   | 0  |           |     |    |
| 1 Bengali Mohurir ... ..  | 20        | 0   | 0  |           |     |    |
| 1 ditto ... ..  | 15        | 0   | 0  |           |     |    |
| 1 ditto ... ..  | 10        | 0   | 0  |           |     |    |
| 1 Cossyah Interpreter... ..   | 15        | 0   | 0  |           |     |    |
| 1 Dufferry for Native Office ... ..                                 | 5         | 0   | 0  |           |     |    |
| 2 Orderly Chuprassies, at 6 Rupees each ... ..                      | 12        | 0   | 0  |           |     |    |
| 2 Burkundazes for guarding the Cutcherry, at 5 Rupees each ... ..   | 10        | 0   | 0  |           |     |    |
|   |           |     |    | 155       | 0   | 0  |
| 1 Putwarry and Jummah Novis } Required only in the event } ...      | 25        | 0   | 0  |           |     |    |
| 1 Assistant Putwarry ... } of Revenue Settlements being } ...       | 15        | 0   | 0  |           |     |    |
| 1 Native Dufferry... } sanctioned. } ...                            | 5         | 0   | 0  |           |     |    |
|   |           |     |    | 45        | 0   | 0  |
| <b>MOFUSSIL ESTABLISHMENT.</b>                                      |           |     |    |           |     |    |
| 1 Sirdar for Staging Bungalow at Moflong ... ..                     | 10        | 0   | 0  |           |     |    |
| 1 ditto ditto Jeerung ... ..  | 10        | 0   | 0  |           |     |    |
| 1 Chowkoydar for Staging Bungalow at Oomloor ... ..                 | 5         | 0   | 0  |           |     |    |
| 2 District Dawk Runners, at 5 Rupees each ... ..                    | 10        | 0   | 0  |           |     |    |
|   |           |     |    | 35        | 0   | 0  |
| Carried over ... ..   |           |     |    | 1459      | 0   | 0  |

## APPENDIX No. 5.—(Concluded.)

|  | Co.'s Rs. As. P. | Co.'s Rs. As. P. |
|--|------------------|------------------|
| Brought forward ... .. .                               |                  | 1459 0 0         |
| <b>POLICE ESTABLISHMENTS.</b>                          |                  |                  |
| <b>CHERRA POONJER THANNAH.</b>                         |                  |                  |
| 1 3rd Class Darogah .. .. .                            | 50 0 0           |                  |
| 1 Mohurir .. .. .                                      | 12 0 0           |                  |
| 6 Burkundazes, at 6 Company's Rupees each .. .. .      | 36 0 0           |                  |
| 1 Interpreter .. .. .                                  | 7 0 0            |                  |
| 1 Cossyah Jemadar, 25 Sicca Rupees .. .. .             | 26 2 0           |                  |
| 1 Ditto Havildar, 12 Sicca Rupees .. .. .              | 12 8 7           |                  |
| 2 Ditto Sepoys, at 7 Sicca Rupees each .. .. .         | 14 10 0          |                  |
| 8 Ditto Ditto, at 7 Company's Rupees each... .. .      | 56 0 0           |                  |
| Lamp Oil and Stationery .. .. .                        | 6 0 0            |                  |
|  | 220 4 7          |                  |
| <b>JOOWAIE FARREE.</b>                                 |                  |                  |
| 1 Mohurir of Police... .. .                            | 25 0 0           |                  |
| 1 Interpreter... .. .                                  | 6 0 0            |                  |
| 3 Burkundazes, at 6 Company's Rupees each... .. .      | 18 0 0           |                  |
| 5 Cossyah Sepoys, at 7 Company's Rupees each .. .. .   | 35 0 0           |                  |
| Lamp Oil and Stationery .. .. .                        | 3 0 0            |                  |
|  | 87 0 0           |                  |
| <b>NUNCKLOW FARREE.</b>                                |                  |                  |
| 1 Mohurir of Police... .. .                            | 25 0 0           |                  |
| 1 Interpreter... .. .                                  | 6 0 0            |                  |
| 3 Burkundazes, at 6 Company's Rupees each .. .. .      | 18 0 0           |                  |
| 5 Cossyah Sepoys, at 7 Company's Rupees each .. .. .   | 35 0 0           |                  |
| Lamp Oil and Stationery .. .. .                        | 3 0 0            |                  |
|  | 87 0 0           |                  |
| <b>JAIL ESTABLISHMENT.</b>                             |                  |                  |
| 1 Jemadar in charge... .. .                            | 12 0 0           |                  |
| 1 Duffadar and Mohurir .. .. .                         | 8 0 0            |                  |
| 1 Duffadar .. .. .                                     | 7 0 0            |                  |
| 2 Convict Duffadars, at 1 Company's Rupee each .. .. . | 2 0 0            |                  |
| 1 Native Doctor .. .. .                                | 15 0 0           |                  |
| 1 Compounder .. .. .                                   | 10 0 0           |                  |
| 14 Burkundazes, at 5 Company's Rupees each... .. .     | 70 0 0           |                  |
|  |                  | 124 0 0          |
| Rent of a House for a Cutcherry .. .. .                | 40 0 0           | 40 0 0           |
| Total per Mensem .. .. .                               | .....            | 2,017 4 7        |

## MEMORANDUM.

|   | Co.'s Rs. As. P. |
|---|------------------|
| Monthly expence of proposed Civil Establishment ..... | 2,017 4 7        |
| Ditto ditto present ditto ditto .....                 | 1,732 8 10       |
| Proposed Increase .....                               | 284 11 9         |

(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.

PRINCIPAL ASST. COMM'R'S OFFICE; }  
CHERRA POONJER,  
The 28th December 1857. }

(True copy)

S. BIRD,  
Head Assistant.

*LIST of Limestone Tracts, situated in the British possessions in the Cossyah and Jynteah Hills, leased on the part of Government to Mr. H. Inglis.*

| Name of Limestone Tracts.  | Periods of Lease.                      | Dates of expiration of Leases. | Annual Assessment on each Tract. | Estimated annual out-turn of Limestone obtained from each Tract. | REMARKS.   |
|--|--|--------------------------------|----------------------------------|--|--|
| 1. Cheyla Poonjee ... Reserved right of the Government to take Limestone from the Banks of the Bogah River in this District. | 8 years from 1st of May 1855-56 ... }  | 30th April 1863 A. D. ... }    | Co.'s Rs. 100                    | Mr. Inglis has lately commenced to work this Tract.              | { Lease granted to Mr. Inglis agreeably to the Orders of the Government of Bengal, No. 77, dated the 3rd March 1856, and No. 1414, dated the 16th June 1858. Besides the annual assessment of 100 Rupees for this Lime Tract, Mr. Inglis has agreed to supply the Government annually, at cost price, with one Lakh of mannds of the best Limestone, to be delivered at Chattuck, for 5 years, viz. from 1858-59 to 1862-63 inclusive. |
| 2. Soopar Poonjee ... }  | 20 years from 1st of May 1855-59 .. }  | 30th April 1875 A. D. ... }    | 2,120                            | Mauuds. 5,00,000   | { Leased to Mr. Inglis agreeably to the Orders of the Government of Bengal, No. 265, dated the 25th August 1855, and No. 1414, dated the 16th June 1858.   |
| 3. Bur Poonjee ... }   | 20 years from 1st of May 1855-56 ... } | 30th April 1875 A. D. ... }    | 420                              | 50,000   | { Leased to Mr. Inglis agreeably to the Orders of the Government of Bengal, No. 267, dated the 25th August 1855, and No. 1414, dated the 16th June 1858.   |
| 4. Ootnar Poonjee ... }  | 11 years from 1st of May 1855-56 ... } | 30th April 1866 A. D. ... }    | 130                              | 7,500  | { Leased to Mr. Inglis agreeably to the Orders of the Government of Bengal, No. 404, dated the 15th December 1855, and No. 1414, dated the 16th June 1858.   |
| Where situated.  | Carried over ...                       |                                | 2,770                            | 5,57,500   |  |

COSSYAH HILLS.

JYNTAEH HILLS.

APPENDIX No. 6.—(Continued.)

| Name of Limestone Tracts.                                  | Periods of Lease.                     | Dates of expiration of Leases.                   | Annual Assessment on each Tract. | Estimated annual output of Limestone obtained from each Tract. | REMARKS.  |
|--|---------------------------------------|--|----------------------------------|--|---|
| 5. Choon Cherra and Letting Cherra ... }                   | 5 years from 1st of May 1856-57 ... } | Brought forward ...<br>30th April 1861 A. D. ... | 2,770<br>15,000                  | Maunds.<br>5,57,500<br>1,50,000                                |   |
| 6. Morally Poonjee, }<br>Roowais Poonjee, &c. }            | 6 years from 1st of May 1856-57 ... } | 30th April 1861 A. D. ...                        | 2,200                            | 50,000   | Agreeably to the Orders of Government, dated the 25th August 1855, No. 265, and No. 77, dated the 3rd March 1856, these Limestone Tracts were put up to public competition at auction on the 24th April 1856, and Mr. Inglis having been the highest bidder for them, they were leased to him at the annual assessment entered against each for a period of five years from the 1st of May 1856, and these Leases were sanctioned by the Order of the Government of Bengal, No. 1414, dated the 16th June 1858. |
| 7. Nonglahmin Poonjee, }<br>Nongthalong Poonjee, &c. ... } | 5 years from 1st of May 1856-57 ... } | 30th April 1861 A. D. ...                        | 500                              | 10,000   |   |
| Total ...  |                                       |  | 20,470                           | 7,67,500   |   |

Where situated.

LITHUAN LITTS.—(Continued.)

APPENDIX No. 6.—(Continued.)

*LIST of Limestone Tracts in the Cossyah Hills held by Mr. H. Inglis under Leases from the Chieftains, Elders, &c., of the districts in which they are situated, exclusive of those in the British possessions, in the Cossyah and Jynteah Hills, of which Leases have been granted to him on the part of the Government.*

| Names of Districts in which the Limestone Tracts are situated.   | Names of Chieftains, &c., in control of the Districts | Names of Lessors of the Limestone Tracts. | Periods of existing Leases.            | Dates of expiration of present Lease.                 | Estimated annual out-turn of limestone obtained from each Tract. | REMARKS.   |
|--|---|---|--|---|--|--|
| 1 { Nustang (Semi-Independent) ... }   | Oomit Sing Rajah ... }                                | Oomit Sing Rajah and others ... }         | 30 years from 1256 to 1285 B. S. ... } | 30th Choitro 1285, B. S. (April 1879, A. D.) ... }    | Mawada.<br>4,00,000  | { 3 Leases—Registered on the 27th September 1847, 22nd August 1851, and 19th July 1853.  |
| 2 { Lungree (Semi-Independent) ... }   | Soonder Sing Rajah ... }                              | Soonder Sing Rajah ... }                  | 30 years from 1284 to 1288 B. S. ... } | 30th Choitro 1288, B. S. (April 1877, A. D.) ... }    | 2,00,000   | 1 Lease—Registered 22nd November 1854.   |
| 3 Mowyang (Dependent) ...  | Ooahn Sing Rajah ... }                                | Ooahn Sing Rajah ... }                    | 90 years from 1237 to 1256 B. S. ... } | 30th Choitro 1285, B. S. (April 1859, A. D.) ... }    | Not worked   | { 2 Leases—1st Lease for 10 years, from 1st Bysak 1237 B. S., not Registered; 2nd Lease for 20 years, from 1st Bysak 1267 to 30th Choitro 1286 B. S., Registered on the 9th July 1852. |
| Transferred by Mr. Inglis to the Government on the 10th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |   |  |   |  |  |
| 4 Mahram (Dependent) ...   | Oosep Sing (Dhola Rajah) ... }                        | Oosep Sing (Dhola Rajah) ... }            | 20 years from 1265 to 1284 B. S. ... } | 15th Bysak 1284, B. S. (27th April 1877, A. D.) ... } | Not worked   | { 1 Lease—Registered on the 25th April 1858. The period of the Lease will only be 19 years if reckoned according to the dates.   |
| Transferred by Mr. Inglis to the Government on the 16th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |   |  |   |  |  |
| 5 Mahram (Dependent) ...   | Ramsai (Kala Rajah) ... }                             | Ramsai (Kala Rajah) ... }                 | 20 years from 1265 to 1284 B. S. ... } | 12th Jyesto 1283, B. S. (May 1876, A. D.) ... }       | Not worked   | 1 Lease—Registered 30th September 1852.  |
| Transferred by Mr. Inglis to the Government on the 16th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |   |  |   |  |  |



APPENDIX No. 6.—(Continued.)

| Names of Districts in which the Limestone Tracts are situated.   | Names of Chiefs, &c., in control of the Districts.                | Names of Lessors of the Limestone Tracts.  | Periods of existing Leases.           | Dates of expiration of present Lease.        | Estimated annual out-turn of Limestone obtained from each Tract. | REMARKS.   |
|--|---|--|---------------------------------------|--|--|--|
| 6  | Bhawal (Dependent) ... Doobah Sing Rajah ...                      | Mahomed Ahsud Poorkair and Gopal Kristno Dhur, Residents of Peshawar Mahram, in Zillah Sylhet  | 4 years from 1882 to 1886, B. S. ...  | 30th Chaitro 1265, B. S. (April 1889, A. D.) | Not worked   | This is a Sub-Lease given to Mr. Inglis by Mahomed Ahsud Poorkair and Gopal Kristno Dhur, who obtained a lease of a portion of the Limestone Beds of Bhawal from Raimon Sing and Doobah Sing, Rajahs of that District, on the 7th of Mauth 1260, B. S., for a period of 5 years from 1281 to 1285, B. S. inclusive. The Sub-Lease to Mr. Inglis is dated the 4th December 1854 A. D., and it was Registered on the 8th of December 1854. |
| Transferred by Mr. Inglis to the Government on the 10th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |  |                                       |  |  |  |
| 7  | Mowdon (Dependent) ... Lalloo Sirdar ...                          | Khana Wahadadar of Chey-la Poonjee   | 8 years from 1859 to 1867, B. S. ...  | 29th Falgun 1266, B. S. (March 1869, A. D.)  | Not worked   | This is a Sub-Lease given to Mr. Inglis by Khana Wahadadar, who obtained a lease of a portion of the Limestone Beds of Mowdon from Oonam Cossyah and other Zemindars of that District on the 2nd of Falgun 1264, B. S., for a period of 12 years. The Sub-Lease to Mr. Inglis is dated the 14th March 1852. Neither of these documents was Registered.   |
| Transferred by Mr. Inglis to the Government on the 10th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |  |                                       |  |  |  |
| 8  | Mowdon (Dependent) ... Lalloo Sirdar ...                          | Sondar Sing (Son of Lalloo Sirdar) and other Zemindars of the place ...  | 15 years from 1249 to 1274 B. S. ...  | 7th Shraban 1274, B. S. (July 1867, A. D.)   | Not worked   | 1 Lease—Registered 21st July 1863. The period of this Lease will only be for 14 years if reckoned according to the dates.<br>2 separate Leases—Neither of them Registered.   |
| Transferred by Mr. Inglis to the Government on the 10th August 1858, in compliance with the order of the Government of Bengal, No. 1414, dated 16th June 1858. |   |  |                                       |  |  |  |
| 9  | Cheyla (Dependent) ... Mishnee, Bur Sing and other Wahadadars ... | Mishnee, Bhogoneah, &c. 30 Zemindars of Cheyla Poonjee, countersigned by Mishnee and other Wahadadars. Ooboot, Ookhang, &c. 20 Zemindars of Mastuk Poonjee | 20 years from 1250 to 1270, B. S. ... | 1st Jaisto 1270, B. S. (May 1863, A. D.)     | Not worked   | 2 separate Leases—Neither of them Registered.  |

|    |   |  |   |   |                 |   |
|----|---|--|---|---|-----------------|---|
| 10 | Chayla (Dependent) ...<br>Mishnee, Bur Sing and other Wahaditars ...                        | Lombor and Forkheim, Zaimidars of Dossao Poonje                                      | Mowleh Ling Tract.<br>10 years from 1259 to 1268, B. S.   | 30th Choetro 1258, B. S. }<br>(April 1862, A. D.) }   | Not worked      | 1 Lease—Not Registered.   |
| 11 | Chayla (Dependent) ...<br>Mishnee, Bur Sing and other Wahaditars ...                        | Eenghart, Oopneo, &c., Zaimidars of Mustak Poonje, Terrah Poonje, and Nekro Koonjee. | Eenghart Ling Tract.<br>20 years from 1314 to 1334, A. D. | December 1800, A. D.                                  | Mansoo<br>5,000 | 1 Lease—Not Registered.   |
| 12 | Mowlong (Dependent) ...<br>Oojee and Chonglah Luskors, (Sons of the late Juffer Luskor) ... | Juffer (late) Luskor, Oojee, Schar, and Ooneyung Luskor                              | Eenghart Ling Tract.<br>10 years from 1260 to 1270, B. S. | 14th Poon 1274, B. S. (December 1858, A. D.)          | 5,000           | 1 Lease—Not Registered.   |
| 13 | Mowlong (Dependent) ...<br>Oojee and Chonglah Luskors (Sons of the late Juffer Luskor) ...  | Juffer (late) Luskor, Bookor, Boudis, &c.  | Mowlong Ling Tract.<br>10 years from 1257 to 1266, B. S.  | 21st Karnek 1256, B. S. }<br>(November 1874, A. D.) } | 1,000,000       | 1 Lease—Registered on the 6th November 1890, 29th November 1891, and 27th May 1898. The period of lease will only be 20 years if reckoned according to the dates given. |
| 14 | Biring (Conquered) ...<br>In charge of Rajah of Cherra                                      | Sahha Sing, Rajah of Cherra  | Mowlong Ling Tract.<br>10 years from 1202 to 1211, B. S.  | 23rd Kurrik 1202, B. S. }<br>(November 1865, A. D.) } | 1,700,000       | 1 Lease—Registered on the 14th November 1892.   |

APPENDIX No. 6.—(Continued.)

*LIST of Limestone Tracts in the Cossyah Hills held by Mrs. Stark, and other Traders, under Leases from the Chieftains and Elders of the Districts in which they are situated.*

| Names of Districts where the Limestone Tracts are situated. | Names of Chieftains, &c., in control of the Districts.                                    | Names of Lessors of the Limestone Tracts.                         | Period of existing Leases.  | Dates of expiration of present Leases.            | Estimated annual quantity of Limestone obtained from each Tract. | REMARKS.  |
|---|---|---|---|---|--|---|
| 1 Bhaswal (Dependent)                                       | Doo-bah Sing Rajah }<br>Rajmou Sing Rajah }<br>and }<br>Poo-bah Sing Rajah }<br>(present) | Rajmou Sing Rajah }<br>and }<br>Poo-bah Sing Rajah }<br>(present) | To MRS. MARY STARK.<br>17 years from 1860 to 1877 }<br>B. S. }<br>30th October 1876, B. S. }<br>(April 1875, A. D.) } |   | Mauunds.<br>1,20,000   | { 2 Leases—1st Lease for 7 years from 1st Bvesk 1860<br>B. S. to 30th October 1867, B. S., not Registered—and<br>Lease for 10 years from 1st Bvesk 1867, B. S. to 30th<br>October 1876, B. S., Registered at Sylhet on the<br>14th of September 1858. |
| 2 Mullai Chimmut (Dependent)                                | Jeet Sing Rajah and }<br>Kullai Sing Rajah }  | Jeet Sing Rajah and }<br>Sing Rajah }                             | To MR. M. SARKIS.<br>10 years from 1855 to 1865 }<br>B. S. }  |   | 40,000   | Lease not Registered.   |
| 3 Dewarah Notooramen (Dependent)                            | Oosing Wahaiderand }<br>Lookjoia Wahaiderand }  | Oosing Wahaiderand }<br>Lookjoia Wahaiderand }                    | To MAHOMET MOU RIM.<br>9 years from 1850 to 1859 }<br>B. S. }   | 30th October 1855, B. S. (June }<br>1858 A. D.) } | 50,000   | Lease not Registered.   |

(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.  
S. BIRD,  
Head Assistant.

CHERRA POONIEZ,  
The 14th October 1858.

(True copy)

## APPENDIX No. 7.

No. 49 OF 1858.

FROM

THOMAS DILLON, ESQUIRE, M. D., &c. &c., *Assistant Surgeon,*  
*In Medical charge Civil Duties &c., Cherra Poonjee,*

TO

WILLIAM JOSEPH ALLEN, ESQUIRE, C. S.,  
*Member of the Board of Revenue.*  
*On Deputation to North East Frontier, &c. &c.*

*Dated Cherra Poonjee, 12th August 1858.*

SIR,

As I am aware that you are most anxious to become acquainted with the requirements of this district in every Department, with a view of making such suggestions to Government as you may deem most conducive to the public good, I have the honor to submit a few observations, with reference to the demands which exist here, for a system, on a small scale, of Medical charities, and also to lay before you the trifling expense which such would entail upon Government, an expense wholly incommensurate with the benefits which would result, by providing for the Medical wants of the sick poor.

The question already mooted as to whether the Natives of these Hills would avail themselves of European Medical aid, cannot fairly be negatived without a trial being instituted. I myself fully believe that they would by degrees not only avail themselves of it, but also highly value such.

It is said that the per centage mortality amongst the Khasials from epidemical diseases in their villages, is something incredible; but correct data we have no means of arriving at, yet when we contemplate on their wretched abodes, the nature of their food, and the numerous general influences which exist with them towards propagating that class of diseases, we can, without fear of material error, form an idea of the enormous fatality attendant, more especially at those periods when the choleraic poison is prevalent.

In anticipation of your approval or the sanction of Government to the establishment of Medical charities here, it would be superfluous to enlarge upon the working of any system of dispensary relief, suffice it at present to say, that an outlay of about forty Rupees per month would be sufficient, as detailed per margin, to maintain the establishment required for a Dispensary here.

|                | Rs. | A. | P. |
|----------------|-----|----|----|
| Native Doctor  | 25  | 0  | 0  |
| Dress Cooly... | 5   | 0  | 0  |
| Bhenstie ...   | 5   | 0  | 0  |
| Mehter ...     | 5   | 0  | 0  |

Medical charities here, it would be superfluous to enlarge upon the working of any system of dispensary relief, suffice it at present to say, that an outlay of about forty Rupees per month would be sufficient, as detailed per margin, to maintain the establishment required for

The Government have benevolently shown a strong desire to extend the blessings of vaccination throughout the land, and are anxious to make a depôt here for supplying fresh lymph to the districts of Sylhet, Cachar, Assam, and Mymensingh. The Native inoculators are most active opponents to that wish, and generally, I understand, visit the villages of the Khasiah people when the disease of small pox is epidemical, and, of course, afford a pabulum to the spread of that disease.

Of the great good conferred upon mankind by vaccination when judiciously and carefully carried out, the concurrent testimony of numberless Medical men goes to show; but in establishing vaccination here as in other places, the evils to be contended with are most disheartening and lamentable, viz., the stupid apathy of the natives, their ignorant distrust of vaccination

as a prophylactic against small pox, and their wide-spread prejudice in favor of variolous inoculation, a practice which the Legislative at home has justly brauded as criminal, and I trust the Rulers will, ere long, be able to extend the blessings of the compulsory Vaccination Act—now in force in England, Ireland and Scotland, as well as most Continental States—to this land. In addition to the above evil to be contended with, there is also the fact that the occurrence of small pox immediately after and apparently as a consequence of vaccination has, in a number of cases, been experienced here, and has vastly added to the distrust which the natives feel in the vaccine disease as a prophylactic.

The late Doctor Bedford, in a valuable paper of his, on the subject of vaccination, &c. &c., has shown that inoculation is attended with very small fatality in the plains of Bengal, and other records of experienced Medical observers prove that vaccination in the plains of Bengal is a very mild disease, and from what I can learn of those two prophylactic measures practised upon the inhabitants of these Hills, I infer that the very reverse is the case, that inoculation is too violent a prophylactic, as it has proved at home, and that vaccination, when it is successful, is a well-marked disease and is a sufficient safe-guard against small pox.

I have entered thus into the subject to show that most probably vaccination in a Hill country, is the safest prophylactic remedy to adopt, and the fatality which has attended it here has been in consequence of injudicious vaccination, for instance children and adults being vaccinated when laboring under weakening ailments, which rendered their constitutions more susceptible of injurious impressions. If the Government would be pleased to sanction dispensary relief, the duties of vaccinator might be made over to the Native Doctor, (a saving of ten Rupees per month being thereby effected) who, being educated, would be able to distinguish who were the proper subjects for vaccination, and afford aid in case of any consecutive illness occurring after the operation; thus the establishment of a Dispensary would assist the wishes of Government as regards vaccination.

In conclusion I earnestly beg, you will take into consideration the advantages of having a Cossyah Native Doctor attached to the Civil Medical duties of this station, and recommend that one be sent down to the Medical College for education. A Cossyah in that capacity would be a great boon to the sick prisoners and to the people in general.

I feel much obliged to you for permitting me officially to make the above observations, and I trust it will not be supposed that they are hazarded by any personal motive. It would be a subject of much pleasure to me if I could induce the Hill people of this district to reap the advantages which dispensary relief would afford, and to establish a system which would be the means of considerably improving their moral and physical condition, and with your approval and recommendation, I have no doubt that Government will sanction the establishment of a charity so urgently called for by the interest of humanity.

I have the honor to be,

SIR,

Your most obedient Servant,

THOMAS DILLON, M. D., *Asst. Surgeon,*

M. R. C. S. E., M. R. L. H.

*In Medical Charge of Civil Medical duties at Cherra Poonjee.*

APPENDIX No. 8.

STATISTICAL RETURN of the Dolloieships and Districts in the Jynteah Hills, showing also the number of Dolloies, Sirdars and other Government Officials, and the estimated produce of their Service Lands, and the Raj or Government Lands formerly belonging to the Jynteah Rajah.

| 1.                   | 2.                                   | 3.                  | 4.                | 5.          | 6.        | 7.       | 8.       | 9.        | 10.      | 11.        | 12.        | 13.    | 14.   | 15.                                  | 16.  |
|----------------------|--------------------------------------|---------------------|-------------------|-------------|-----------|----------|----------|-----------|----------|------------|------------|--------|---|--------------------------------------|--|
|                      |                                      |                     |                   |             |           |          |          |           |          |            |            |        |   |                                      |  |
| Number of Districts. | Names of Dolloieships and Districts. | Number of Villages. | Number of Houses. | Population. | Dolloies. | Sirdars. | Pathors. | Langdeos. | Bashans. | Chootiahs. | Dhootiahs. | Total. |   |                                      |  |
| 1                    | Nurberg ... ..                       | 26                  | 706               | 3,449       | 1         | 0        | 2        | 10        | 9        | 2          | 4          | 28     | <p>Mauuds.</p> <p>Dolloies ... .. 60</p> <p>Pathors ... .. 50</p> <p>Langdeos ... .. 70</p> <p>Bashans ... .. 20</p> <p>Chootiahs ... .. 10</p> <p>Dhootiahs ... .. 25</p> <p>Total ... 235</p> | Several pieces. number not known ... | This is an extensive District, comprising both high and low lands, and tolerably well cultivated. It extends on the North to Zillah Nowgong, of Assam, and there are several villages of Meekirs settled on the forest lands in that direction, and they pay a small tax to the Dolloie it is said. The Dolloie also derives Fees and Fines from investigating cases.  |
| 2                    | Joowaie ... ..                       | 21                  | 1,255             | 5,872       | 1         | 0        | 1        | 8         | 19       | 7          | 3          | 39     | <p>Mauuds.</p> <p>Dolloies ... .. 25</p> <p>Pathors ... .. 18</p> <p>Bashans ... .. 6</p> <p>Chootiahs ... .. 2</p> <p>Dhootiahs ... .. 2</p> <p>Total ... 53</p>                               | ... .. 1 piece                       | This is the best populated District in the Jynteah Hills. The lands are not considered to be very fertile, but they are of great extent. The people are Traders and Porters, and a number of them are employed at Cherri Poonjee, and at the Coal Mines of Lakadong. The Dolloies' perquisites are derived from Bazaar Dues, and Fees and Fines from investigating cases from which he obtains very fair emoluments. |
|                      | Carried over ...                     | 47                  | 1,941             | 9,321       | 2         | 0        | 3        | 18        | 28       | 9          | 7          | 67     |   |                                      |  |

APPENDIX No. 8.—(Continued.)

| 1.                   | 2.                                  | 3.                  | 4.                | 5.          | 6.                              |          |          |           |          |            | 13.       | 14.    | 15. | 16.                  |   |  |
|----------------------|-------------------------------------|---------------------|-------------------|-------------|---------------------------------|----------|----------|-----------|----------|------------|-----------|--------|-----|----------------------|---|--|
|                      |                                     |                     |                   |             | Government and other Officials. |          |          |           |          |            |           |        |     |                      | Estimated annual produce of Paddy obtained from Service Lands held by Government Officials. | Number of pieces of cultivated Government Lands.   |
| Number of Districts. | Names of Dolloiships and Districts. | Number of Villages. | Number of Houses. | Population. | Dollois.                        | Sirdars. | Pathors. | Langdeos. | Bashans. | Choortahs. | Dhoobahs. | Total. |     |                      |   |  |
|                      | Brought forward                     | 47                  | 1,941             | 9,321       | 2                               | 0        | 3        | 18        | 28       | 9          | 7         | 67     |     |                      |   |  |
| 3                    | Ralleang ... ..                     | 29                  | 620               | 2,082       | 1                               | 0        | 3        | 6         | 11       | 2          | 4         | 27     |     | About 150 pieces     |   | This District is well cultivated, and the lands are fertile and generally of a good description. The Dollois' perquisites are from Fines and Fines for investigating cases, and rents obtained from the Government lands which are under his charge. |
| 4                    | Sootoongah ... ..                   | 9                   | 196               | 661         | 1                               | 0        | 1        | 1         | 2        | 0          | 2         | 7      |     | No Government Lands. |   | This District is thinly populated. The lands are poor and unproductive. The Dollois' perquisites are small and derived from Bazaar Dues and Fines and Fines for investigating cases.   |
| 5                    | Munsow ... ..                       | 1                   | 246               | 671         | 1                               | 0        | 1        | 1         | 8        | 1          | 0         | 12     |     | 2 pieces             |   | This is a small District; but it is fairly cultivated. The Dollois' perquisites are derived as above.  |
|                      |                                     |                     |                   |             |                                 |          |          |           |          |            |           |        |     |                      |   |  |

*Maunds.*

|                  |     |
|------------------|-----|
| Dollois ... ..   | 100 |
| Pathors ... ..   | 50  |
| Bashans ... ..   | 20  |
| Choortahs ... .. | 10  |
| Dhoobahs ... ..  | 10  |
| Total ... ..     | 190 |

*Maunds.*

|                  |     |
|------------------|-----|
| Dollois ... ..   | 30  |
| Pathors ... ..   | 20  |
| Langdeos ... ..  | 60  |
| Bashans ... ..   | 10  |
| Choortahs ... .. | 5   |
| Total ... ..     | 125 |

|   |                   |     |       |        |   |   |    |    |    |    |    |  |   |   |
|---|-------------------|-----|-------|--------|---|---|----|----|----|----|----|--|---|---|
| 6 | Seelaymuntang ... | 8   | 428   | 1,170  | 1 | 0 | 1  | 6  | 9  | 7  | 4  | 28   | <p><i>Mounds.</i></p> <p>Dolloies ... .. 50<br/>           Pathors ... .. 30<br/>           Langlees ... .. 40<br/>           Bashans ... .. 15<br/>           Choofiahs ... .. 10<br/>           Dhooiahs ... .. 10</p> <p>Total ... 155</p> <p>About 20 pieces</p>  | <p>This is a good sized District, and well cultivated, and the lands are irrigated and give fair returns. The Dolloies' perquisites are derived from Fees and Fines. There are no Bazaar dues.</p>  |
| 7 | Lakadong ...      | 8   | 198   | 750    | 1 | 0 | 1  | 4  | 1  | 0  | 7  | <p>{ There are no Service }<br/>           Lands here ... .. }</p> <p>No Government Lands.</p>   | <p>This District is cultivated to a small extent, but the people are well off, owing to the Coal Mines being situated in it, where they readily obtain employment. The Dolloies' perquisites are derived from Bazaar dues and Fees and Fines. There are Limestone beds here leased by Government to Mr. H. Inglis.</p>                                |   |
| 8 | Samploong ...     | 2   | 381   | 1,324  | 1 | 0 | 1  | 4  | 3  | 2  | 15 | <p><i>Mounds.</i></p> <p>Dolloies ... .. 60<br/>           Pathors ... .. 20<br/>           Langlees ... .. 20<br/>           Bashans ... .. 10<br/>           Choofiahs ... .. 5<br/>           Dhooiahs ... .. 10</p> <p>Total ... 125</p> <p>No Government Lands.</p> | <p>This is a large District, but the only irrigated fields in it are those of the servile lands of officials; the rest of the country is exceedingly barren and the soil is very poor. The people are chiefly Traders. The Bazaar here is a very large one, and the Dolloies' perquisites are derived from Bazaar dues and Fines and Forfeitures.</p> |   |
| 9 | Nongklay ...      | 8   | 394   | 1,474  | 1 | 0 | 1  | 2  | 5  | 2  | 0  | 11   | <p>{ There are no Service }<br/>           Lands here ... .. }</p> <p>No Government Lands.</p>  | <p>This District lies along the Banks of the Kossili River, which separates it from North Cachar. The country is nearly all covered with heavy tree jungle in which the Meekirs, who have emigrated from North Cachar, have settled. The lands are fertile and are cultivated with Rice and Cotton. There is no Bazaar here, and the Dolloies' perquisites are derived from Fines and Fees merely. He used to take taxes from the Meekir emigrants, but they have been assessed during the last two years by the Government, and now pay a House-Tax. There are Limestone beds here a long way in land not leased to any person as yet.</p> |
|   | Carried over ...  | 112 | 4,404 | 17,453 | 9 | 0 | 11 | 39 | 71 | 25 | 19 | 174  |   |   |



APPENDIX No. 8. — (Continued.)

| 1.                   | 2.                                  | 3.                  | 4.                | 5.          | 6.                              | 7.       | 8.       | 9.        | 10.      | 11.        | 12.        | 13.   | 14.  | 15.                  | 16.   |
|----------------------|-------------------------------------|---------------------|-------------------|-------------|---------------------------------|----------|----------|-----------|----------|------------|------------|---|--|----------------------|---|
| Number of Districts. | Names of Dolloiships and Districts. | Number of Villages. | Number of Houses. | Population. | Government and other Officials. |          |          |           |          |            |            | Estimated annual produce of Paddy obtained from Service Lands held by Government Officials. | Number of pieces of Government Lands.  | REMARKS.             |   |
|                      |                                     |                     |                   |             | Dolloies.                       | Sirdars. | Pathors. | Kungdeos. | Bashans. | Chootians. | Dhootians. |   |  |                      | Total.  |
|                      | Brought forward                     | 112                 | 4,404             | 17,453      | 0                               | 0        | 11       | 39        | 71       | 25         | 19         | 174   |  |                      |   |
| 10                   | Nong Joongee ...                    | 5                   | 482               | 1,563       | 1                               | 0        | 1        | 5         | 6        | 2          | 0          | 15  | <i>Maunds.</i><br>Dolloies ... 150<br>Pathors ... 100<br>Kungdeos ... 100<br>Bashans ... 40<br>Chootians ... 20<br>Total ... 410 | 40 pieces ...        | { This is a large District, and Rice grows well in it. The Dolloies' perquisites are derived from Bazaar dues and Fees and Fines in deciding and settling cases. }                      |
| 11                   | Amwai ...                           | 1                   | 135               | 553         | 1                               | 0        | 0        | 5         | 5        | 0          | 0          | 11  | { There are no Service Lands here ... }  | No Government Lands. | { This is a very poor country, the soil is sterile, and hardly any thing can be cultivated on it. The Dolloies' perquisites are derived merely from Fees and Fines in deciding cases. } |
| 12                   | Muskort ...                         | 1                   | 44                | 122         | 1                               | 0        | 1        | 1         | 2        | 0          | 2          | 7   | <i>Maunds.</i><br>Dolloies ... 50<br>Pathors ... 30<br>Kungdeos ... 30<br>Bashans ... 20<br>Dhootians ... 10<br>Total ... 140    | No Government Lands. | { This is a small District, but very fertile; the Rice lands are the best in the Hills. The Dolloies' perquisites are derived from Fees and Fines in deciding cases. }                  |

|    |                                    |     |       |        |    |   |    |    |     |    |    |     |   |                                   |  |
|----|------------------------------------|-----|-------|--------|----|---|----|----|-----|----|----|-----|---|-----------------------------------|--|
| 13 | Rombai ...                         | 10  | 558   | 2,751  | 1  | 0 | 2  | 6  | 8   | 6  | 0  | 23  | { There are no Service Lands here ... }   | No Government Lands.              | { This is an extensive District, but the lands are of a very poor description. The inhabitants are great Traders. The Dolloies' perquisites are derived from Fees and Fines in deciding cases. }   |
| 14 | Nongbah ...                        | 2   | 229   | 1,128  | 1  | 0 | 2  | 2  | 9   | 0  | 2  | 16  | { Dolloies ...<br>Pathors ...<br>Lungdeus ...<br>Bashans ...<br>Dhoodialis ...<br>Total ... } | 19 pieces ...                     | { This is a good sized District, situated on high ground, but it has a very fair proportion of irrigated lands, and the quantity of Grain produced is generally sufficient for the population. The Dolloies' perquisites are derived from Bazaar dues, Fees and Fines in deciding cases. }   |
| 15 | Norpo ...                          | 8   | 253   | 951    | 1  | 0 | 1  | 4  | 2   | 4  | 0  | 12  | { There are no Service Lands here ... }   | No Government Lands.              | { This District is very extensive but thinly populated. It contains a great deal of forest jungle, which is cut down and cultivated with Cotton and Pepper. The Dolloies' perquisites are derived from taxes on people who come from the plains for Bamboos, Timbers and Grass and from Fees and Fines in deciding cases. The Lime-stone beds of Morally Poonjee, situated in this District, have been leased by Government to Mr. Inglis. } |
| 16 | { Sath Pathor }<br>{ Poonjee ... } | 5   | 135   | 620    | 0  | 1 | 0  | 0  | 0   | 0  | 0  | 1   | { There are no Service Lands here ... }   | 3 Bagel-nut and Pawan Gardens ... | { This District is moderately planted with Betel-nuts and Pawan. There is also a little Murrah cultivation, but no Paddy. It overhangs the plains of Jynteah. There are no Government Officials except the Sirdar, whose perquisites are derived from Fees and Fines in deciding cases. The Lime-stone beds of Letting and Oloen Cherra, situated in this District, have been leased by Government to Mr. Inglis. }                          |
|    | Carried over ...                   | 144 | 6,240 | 25,141 | 15 | 1 | 18 | 62 | 163 | 37 | 23 | 259 |   |                                   |  |

APPENDIX No. 8.—(continued.)

| 1. | 2.                 | 3.  | 4.    | 5.     | Government and other Officials. |                   |             |         |          |          |           | 14. | 15.                                     | 16.                               |   |
|----|--------------------|-----|-------|--------|---------------------------------|-------------------|-------------|---------|----------|----------|-----------|-----|---|-----------------------------------|---|
|    |                    |     |       |        | Number of Villages.             | Number of Houses. | Population. | Dolies. | Sirdars. | Pathors. | Tungdeos. |     |   |                                   | Bashans.  |
|    | Brought forward    | 144 | 6,240 | 25,141 | 15                              | 1                 | 18          | 62      | 103      | 37       | 23        | 259 |   |                                   |   |
| 17 | Sath Poonjee ...   | 9   | 534   | 2,751  | 0                               | 5                 | 0           | 0       | 2        | 2        | 0         | 9   | { There are no Service Lands here ... } | 2 Betel-nut and Pawan Gardens ... | { This District is also planted moderately with Betel-nuts and Pawan, and cultivated with Murwah; no Paddy cultivation. The perquisites of the Sirdars are derived from Fees and Fines in deciding cases. The lands extend for some distance along the Southern base of the Jynteah Hills. The Lime-stone beds of Nonglahmin, &c., situated in this District, have been leased by Government to Mr. Inglis. |
| 18 | Darrang Poonjee... | 1   | 151   | 734    | 0                               | 1                 | 0           | 0       | 0        | 0        | 0         | 1   | { There are no Service Lands here ... } | 1 Betel-nut and Pawan Garden ...  | { This small District is well cultivated with Betel-nuts; it is situated along the Southern base of the Jynteah Hills to the East of Khyrim. There are no Government Officials except the Sirdar, whose perquisites are derived from Fees and Fines in deciding cases.  |

|   |  |  |                             |   |
|---|--|--|-----------------------------|---|
| <p>19 { Omioh and Panch Poonjee ... }</p> | <p>6 365 1,126 0 6 0 7 4 0 17</p>              | <p>{ There are no Service Lands here ... }</p> | <p>No Government Lands.</p> | <p>{ This District extends along the Southern base of the Jynteah Hills from Soopar Poonjee on the West to the Khyrim District on the East. The lower ranges of the Hills are thickly cultivated with Betel-nuts. There are also Orange Gardens and Jack fruit trees in some places. The only Grain cultivated is Murwah on the sides of the Hills, but there are also some plain lands attached to the district in which a colony of Muneepoorees have settled, who cultivate Rice and Mustard Seed there, and pay ground rent to the Sirdars. The Sirdars' perquisites are also derived from Bazaar dues, a duty of 1/10th part of the Betel-nuts sold by the people, and Fees and Fines in deciding cases. The Lime-stone beds of Bar Poonjee and Ootnar Poonjee, in this District, have been leased by Government to Mr. Inglis }</p> |
| <p>20 Pechador Poonjee</p>                | <p>1 25 144 0 0 0 0 0 0 0</p>                  | <p>{ There are no Service Lands here ... }</p> | <p>No Government Lands.</p> | <p>{ This Village is situated on a Halabadee grant given to one Jynteah Kocahree, Sister of the Ex-Rajah of Jynteah, and the lands brought under cultivation in the Grant are assessed at the rates current for similar lands in the plains of Jynteah. The lands pertaining to the village lie on the banks of the Teehong River. There are no Government Officials in the village. }</p>  |
| <p>Total ...</p>                          | <p>161 7,315 29,926 15 13 62 112 43 23 286</p> |  |                             |   |

(Signed) C. K. HUDSON,  
Principal Assistant Commissioner,  
In charge of Coos-yah and Jynteah Hills.

(True copy)  
S. BIRD,  
Head Assistant.

CHERRA POONJEE ; }  
The 13th August 1858. }

APPENDIX No. 9.

To

CAPTAIN LISTER,  
*Commanding the Sylhet Light Infantry.*

SIR,

As Chand Manick has performed that part of his engagement he lately made with us, in liquidation of his fine, which bound him to pay to us in money 1,000 Rupees, it seems to me desirable to give back to him the country we took from Bur Manick, South of the Bogha Panee. I cannot imagine that the country can be of any use to us, but no doubt the restoration would be very acceptable to him, and it would give him the means and the will to fulfil the rest of his engagement, the construction of a road from Cherra to Moléem. He would find the greater interest in the work, as very nearly the whole road after this restoration would pass through his own country, and he would be able to avail himself of the services of the villages South of the above River.

2nd. Should you see no objection to this, I beg you will have the goodness to make over the country to him, on condition as usual that we shall be at liberty to choose a spot any where within the tract in question for a sanatarium, should this ever seem desirable, or place Military Departments anywhere we may consider it necessary to secure the peace of the country.

3rd. I enclose, for your information a copy of the terms made by Bur Manick with Mr. Scott, and on delivering over the before-mentioned tract to Chand Manick, you will be so good as to let him know that I shall be happy to enter into arrangements to fulfil the five articles of those conditions which promised to allow him some land near the Haut at Souapoor, whenever you report that the road before alluded to has been made to your satisfaction.

I have, &c.,  
(Signed) F. JENKINS,  
*Agent to the Governor General.*

POLITICAL AGENT'S OFFICE,  
N. E. FRONTIER, GOWHATTEE ;  
*The 17th May 1834.*

(True copy)  
S. BIRD,  
*Head Assistant.*

## APPENDIX No. 9 A.

*EXTRACT of a Letter from Captain F. Jenkins, Agent to the Governor General North East Frontier, to the address of C. E. Trevelyan, Esq., Deputy Secretary to the Government, dated 15th October 1834.*

8th.—In the 6th paragraph of Mr. Scott's letter of the 9th April 1830, that Gentleman proposed to except from the lands to be restored to Rajah Bur Manick, of Klyrim, Moo- leem, and a tract of country E. and S. of the Omeyong River, which Mr. S. considered a desirable tract of ground to reserve for Cantonments. This measure was approved of by Government in their letter of the 7th May following. It would appear from Mr. Scott's letter that a promise had been made to the inhabitants to retain them under the Bengal Government, but all the tract E and S. of the Omeyong\* is now almost totally deserted, it is mostly very barren land, and was chiefly inhabited by Iron-smelters, who have probably removed from the ruin of their trade by the free importation of British Iron. Mooleem, which is North of the Omeyong, had returned already to the jurisdiction of Bur Manick before my arrival. Voluntary or how the Rajah reassumed control over the village, I am not aware; but I consider that the inhabitants have no objection to the authority exercised by the Rajah, and I would beg to recommend that this village and the lands South of the River should be restored to the Rajah. This tract of waste is perfectly useless to us, and it may, I think, be beneficial to place it under the responsible charge of a powerful Chief, and the behaviour of the Rajah and his sons has been such as to merit, in my opinion, the favor this restoration will appear to him. The road from Cherra to Mooleem lies through this tract, and if in the possession of the Rajah he may be able to re-establish the villages along the route and keep the road in repair. Captain Lister joins with me in opinion that the retention of the tract by us can be of no utility, the Rajah being bound to allow us to establish posts in any part of the country.

(True copy)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,

*Head Assistant.*

\* Omceem or Bogah Panee.—(Signed) C. K. H.

## APPENDIX No. 9. B.

*EXTRACT from a Letter from the Deputy Secretary to Government in the Political Department, to the address of the Agent to the Governor General, dated 30th October 1834.*

PARA. 2nd.—The Honorable the Vice-President in Council approves of your suggestion to depute Captain Lister for the purpose of effecting such a commutation of the fines now due from several of the Cossyah Chiefs as may be suitable to their means, and to the degree of punishment which has been already inflicted upon them, and you are authorized to issue the necessary instructions to Captain Lister with a view to the accomplishment of this object.

4th. His honor in Council has no objection to the measure recommended by you in the concluding paragraph of your letter, of restoring to the Rajah of Khyrim, Mooleem and the tract of country East and South of the Omeyong River, reserved by Mr. Scott, provided the inhabitants approve of the transfer. This, however, is a point which deserves particular attention; the more so as Mr. Scott states in his letter, dated the 19th April 1830, that the reservation was made in compliance with a stipulation made with the inhabitants soon after the place was occupied by our Troops, that in the event of their coming in, they should not be again placed at the mercy of their former Chiefs, but remain subject to Government under the immediate orders of their Lungdeo and Village Council of Elders. If under the circumstances you still consider it desirable to act upon your proposition, it is desired that you will adopt such measures with a view to ascertain the wishes of the inhabitants of the tract in question, whatever their number may be, as will leave no doubt as to the real state of feeling with which the transfer would be regarded by them, and report the result for the information of Government, when such further orders will be communicated to you as the occasion may seem to require.

(True extract)

(Signed) F. JENKINS,  
*Agent to the Governor General.*

(True copy)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,  
In charge of Cossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*

## APPENDIX No. 10.

(Copy.)

(Signed) H. INGLIS.

(Signed) MISHNEE WAHADADAR,  
 „ OAHN KHANA SOOMEN WAHADADAR,  
 „ BUR SING WAHADADAR,  
 „ OOKSAN WAHADADAR.

To

MR. HARRY INGLIS.

THE written agreement of Mishnee Wahadadar, Oahn Khana Soomen Wahadadar, Bur Sing Wahadadar, and Ooksan Wahadadar, residents of Cheyla Poonjee, given to the following purport.

Mr. Scott having demanded from us a sum of Sicca Rupees 3,000 on account of a fine to the Government, which we are unable to pay, we have received this sum of Sicca Rupees 3,000 (Three Thousand Sicca Rupees) from you and voluntarily give you this agreement to the effect that we have sold you the whole of the Oranges that may be produced within our jurisdiction of Cheyla Poonjee for a period of fifteen years from 1238 B. S., to 1252 B. S., and we are to receive for the value of our Oranges at the rate of  $2\frac{1}{2}$  Rupees per Cossyah 100 from the 1st of Cartick to the 15th of Abgran 1238 B. S. *2nd Rate*,  $2\frac{1}{4}$  Rupees per Cossyah 100 from the 16th to the 30th of Abgran. *3rd Rate*, 3 Rupees per Cossyah 100 from the 1st to the 15th of Pous. *4th Rate*,  $3\frac{1}{4}$  Rupees per Cossyah 100 from the 16th to the 30th of Pous. *5th Rate*,  $3\frac{1}{2}$  Rupees per Cossyah 100 from the 1st to the 15th of Maugh. *6th Rate*,  $3\frac{3}{4}$  Rupees per Cossyah 100 from the 16th to the 30th of Maugh. *7th Rate*, 4 Rupees per Cossyah 100 from the 1st of Falgoon until the expiration of the Orange season.

Whenever this Gentleman may make any demand on us, the Cossyah Agents on our part will gather the Oranges from the trees in the Orangeries and bring them to the Gentleman's Sudder Bazar Ghaut, where they will be delivered to his Gomashita, and a receipt taken for them, and we also agree that the Agents shall receive the price of the Oranges from this Gentleman's firm and grant receipts for the same.

We promise to sell our Oranges only to this Gentleman's firm during the period stated, and not to dispose of them to any other Traders, Speculators, Merchants, or Individuals, nor will any of the Cossyahs belonging to our jurisdiction of Cheyla Poonjee sell them.

We have sold to this Gentleman, without reserve, as many Oranges as may be produced annually within the period mentioned for the aforesaid sum, and we are also to receive the price of the Oranges every year at the rates above specified, and if we fail to give this Gentleman the Oranges when he requires us to do so, we will make good the losses in his Trade, and if any thing perchance befall this Gentleman, which may Providence forbid, we will maintain this compact and transact business with any heirs he may leave, and if any thing should happen to us, which may Providence also avert, our heirs will uphold



the terms of this agreement and carry on transactions with this Gentleman's firm, and if any of us should not be retained in our Wahadadarships, such of us as continue in Office, and those on whom the Offices may be conferred, will carry on this Gentleman's business.

If any disputes should occur during the above stated period regarding this traffic in Oranges by which the Gentleman may sustain any losses, we will submit to the legal orders of the Fouzdarry Court of Zillah Sylhet, and make reparation for them, and we four Wahadadars are to receive annually from the Gentleman, during this stated period, our Dustooree at the rate of 10 Puns of Cowries \* per Cossyah 100.

We have personally received the full amount in cash of the above-mentioned sum, and each Cossyah 100 is equal to 3,000 (Three Thousand) Oranges according to Bengalee reckoning.

If this Gentleman should wish to purchase Oranges from us after the expiration of this period, we promise to sell them to him and not to dispose of them to any other party. To which effect we have executed this agreement on this 5th day of Falgoun, 1236 B. S., 15th February 1830.

*Witnesses.*

Soobit Narain Kor, resident of Pergunnah  
Dacca Duckin.  
Mahomed Ansor, resident of Pergunnah  
Dacca Duckin, now at Pergunnah Mah-  
ram, Mouzah Noahgong.

*Witnesses.*

Mohesram Deb, resident of Pergunnah  
Ponchok Nondo Kholah.  
Sheik Berrai, resident of Pergunnah  
Borakheeah, Mouzah Mooker Gong.

(True translation of the Bengalee Deed)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner,*

*In charge of Cossyah and Jynteeh Hills.*

(True copy)

S. BIRD,

*Head Assistant.*

\* Equal to two Annas.—(Signed) C. K. HUDSON.

APPENDIX No. 11.

*Acknowledged before me this day in open Court by Burdoloie, Wahadadar of Cheyla Poonjee, as his voluntary act and deed.*

Registered at  $\frac{1}{2}$  past 4 P. M., this 19th day of September 1857, at Cherra Poonjee.

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner at Cherra Poonjee.*

Seal. }

(Signed) BURDOLOIE WAHADADAR.

(True copy)

(Signed) C. K. HUDSON,

*Principal Assistant Commissioner at Cherra Poonjee.*

*Registered No. 11 of 1857.*

To

MR. HARRY INGLIS, OF CHERRA POONJEE.

THIS bond is indited by Burdoloie, Wahadadar of the Cheyla Poonjee Territory, to the following purport.

The whole of the Orange Gardens pertaining to the Territory of myself and the other Wahadadars having been under lease to your firm for a long period, and as you have held possession of them and carried on a trade in Oranges by virtue of that lease, agreeably to which I and the other Wahadadars have annually received rent from your firm, calculated at the rate of four Annas per 100 Oranges according to Cossyah reckoning, and it is shown from the accounts of this rent, bearing my seal and signature, and compared and closed up to the 16th of May 1857, that you have to receive and I have to pay you for my own share a sum of 767 Rupees; and also by another account, dated the 8th of June of that year, and compared and closed with my seal, that I have to pay, and you have to receive a sum of Rupees 603-15-5, making up an aggregate amount of Rupees 1,370-15-5 due by me on these two accounts; and as I am now unable to liquidate this debt in cash, and require a further loan of money, I have at my own request received 250 Rupees in cash from your firm, making up, together with the balance of Rupees 1,370-15-5 due on the former two accounts, a total of Company's Rupees 1,620-15-5 (Company's Rupees Sixteen hundred and Twenty, Fifteen Annas, and Five Pie,) for which sum I hereby write this bond, stating that I promise to repay the whole of this original sum within one year, with interest thereon, calculated at the rate of two Rupees per cent per mensem up to date, and to reclaim the bond, and in the event of my not being able to liquidate the whole amount at once, such sums as I repay from time to time will be entered by me on the back of the bond, and any other receipts and acknowledgments I may produce will not be admissible, and the lease, under which you hold possession, as stated above, of the whole of the Orange Gardens pertaining to the Territory of myself and the other Wahadadars, will continue in force in the same manner, even after the expiration of its term, until the amount of this bond shall have been paid, and I and my successors shall not be able to raise any objections to this, and if we should do so, they are not to be attended to. To which end I

have executed this deed. Dated the 19th of September 1857, A. D., corresponding with the 4th of Assin 1264, B. S.

Seal.

Written by  
RAMSUNKER DUTT,  
General Mooktiar.

BEFORE MR. C. K. HUDSON, *Principal Assistant Commissioner.*

Burdoloie Wahadadar having appeared in person and presented this deed, acknowledging the terms specified therein, it has been registered at  $\frac{1}{2}$  past 4 p. m. on this 19th of September 1857, corresponding with the 4th of Assin 1264, B, S.

*Witnessed by*

- (Signed) Gour Kissore Deb, General Mooktiar, now residing at Cherra Poonjee.  
" Nittanund Dhur, now residing at Cherra Poonjee.  
" Berrajohn Doloie, residing at Cherra Poonjee.  
" Dewan of Moosmai.

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner.*

(True translation)

(Signed) C. K. HUDSON,  
*Principal Assistant Commissioner,*  
*In charge of Bossyah and Jynteah Hills.*

(True copy)

S. BIRD,  
*Head Assistant.*









