APPENDIX - 3

A COLLECTION OF
TREATIES, ENGAGEMENTS
AND SANADS
RELATING TO
INDIA AND
NEIGHBOURING
COUNTRIES
(Revised and Continued up to 1929)

Vol. VIII : Bombay-Part-II. Kaira Agency, Surat
Agency, Thana Agency, Kolaba Agency,
Sholapur Agency, Poona Agency, Satara
Agency, Bijapur Agency, Belgaum Agency,
Dharwar Agency, Nasik Agency, Kolhapur
Residency & Southern Maharashtra Coun-
try States Agency & The Lapsed States

Compiled by: C. U. AITCHISON

MITTAL PUBLICATIONS
XV.—LAPSED STATES.

I. SURAT.

The first establishment of the English at Surat, which was then included in the Sulta of Ahmedabad, took place in 1611. A fleet, which was despatched from England in that year to establish commercial intercourse with the western coast of India, was victorious in a series of actions with a powerful Portuguese fleet; and this so raised the reputation of the English as to accelerate the confirmation of a Treaty (No. I) with the Governor of Ahmedabad in 1612. This Treaty was confirmed in 1613 by a farman from Delhi granting permission for the establishment of factories at Surat, Cambay, Ahmedabad, and Joghah, with certain commercial privileges. This was the first settlement effected by the English on the coast of India. Surat was made the chief seat of the Company’s trade in 1629 and continued to be so till 1687, when it was transferred to Bombay. In 1614 King James I of England sent a letter to the Emperor of Delhi by the hand of Sir Thomas Roe. The result was a farman from the Emperor of Delhi granting the English complete freedom to trade in his dominions (No. II).

No political influence appears to have been acquired at Surat till 1664, when the town was first attacked and partially plundered by Khurja. The gallant defence made by the English procured for them in 1667 a new farman (No. III) from Aurungzeb, reducing the customs duties and securing the unmolested transit of their goods. Owing to hostilities with Aurungzeb, however, the factory at Surat was seized in 1687, but was eventually restored. In 1712, in consequence of the exactions of the Governor, the English withdrew from Surat; but in 1710 a new charter was obtained, mainly through the influence of Mr. Hamilton, the Surgeon at the Court of Delhi. From that time the English continued to trade quietly at Surat for some years.

In 1746 Teg Bahat Khan, the Governor of Surat, died, and was succeeded by Safdar Khan, who placed his son Wakhar Khan in charge of the castle which, under the Moghals, had always been a separate command from the civil administration of the town. But an adventurer named Mian Achan or Mai-ud-din, who had married the daughter of Teg Bahat Khan, with the support of the inhabitants of the town expelled Wakhar Khan from the fort. By the assistance of the English and of Damanji Gaekwar, to whom he gave up one-fourth of the revenues of Surat, he also succeeded in expelling Safdar Khan from the civil government of the town, in which he continued to rule till 1751, when he was himself expelled by Safdar Khan and Wakhar Khan. In the prosecution of the contest, Wakhar Khan obtained the help of Damanji Gaekwar on the promise of half the revenues of Surat; but, when his restoration was accomplished, objections were raised to so large a
payment; and it was finally settled that the Guzwar should receive one-third, which he afterwards shared equally with the Peshwa.

During these discussions the castle fell into the hands of Sidi Mann of Janjiya and Hujjar. The English Factory was in great danger when,

*TRANSLATION OF AN AGREEMENT BETWEEN KAM-ST-DADA, BAHADUR, NAWAB OF SURAT, AND KASIMAT-HAR, THE PESHWA'S CHAMBA.

Kasimath Hari's Seal.

Whereas there has lately existed some disputes in the Bandar of Surat by reason of Kasimath Hari, Servant Peshwa Sahib's beadsmen, having made sundry claims on the Bandar of the Nawab Sahib, Bahadur-Dada, Bahadur, on account of some Articles of the revenue of the aforesaid Bandar, the particulars of which are below inserted, and which, by the advice, concurrence, and approbation of Andrew Hamsey, Esq., Chief of the English Factory and Governor of the Mughal's castle and Fort, it has been by both parties mutually agreed and settled that in future in the aforesaid articles these shall be no account be any difference or dispute between the aforesaid parties, who bind themselves by their respective seals to keep this agreement that it may always remain in force.

On account, etc. for one whole year, which is now somewhat increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees 1,251 and 10 annas.

Thirteen Articles.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees</th>
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<tbody>
<tr>
<td>Indigo</td>
<td>5,700</td>
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<tr>
<td>Teak-wood</td>
<td>1,600</td>
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<tr>
<td>Utra and Bumna Fishery</td>
<td>500</td>
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<tr>
<td>The Chanki of the Thana Chaurai</td>
<td>500</td>
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<td>The Farm of the boats</td>
<td>700</td>
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<tr>
<td>Utra Chanki</td>
<td>48</td>
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<tr>
<td>The Dutch Chanki</td>
<td>48</td>
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<td>Utra Chanki</td>
<td>24</td>
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<tr>
<td>Jewel Office, Vera</td>
<td>600</td>
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<tr>
<td>From the jewel office for customs</td>
<td>78</td>
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<tr>
<td>Plushari in Chaurai</td>
<td>90</td>
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<tr>
<td>Butt cleaners in the than of Chaurai—pay for seven months</td>
<td>84</td>
</tr>
<tr>
<td>Naka or custom on cattle</td>
<td>264</td>
</tr>
<tr>
<td></td>
<td>7,510</td>
</tr>
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Tundals, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

Tankals or mini accidental customs, for a thousand l.
Jagri from the parcheesi not more than formerly to go in the certificates.
Jagri from the Deshman was never included in the certificates, and is not to be.
Costs of Dungase not more than usual to pass in certificates. The business to go through the proper officers.
At the Chanki in the suburbs, the Chanki's written to attend.
The custom on suranghi (a dye) shall be brought to account as usual.
The custom on yarns (a red dye) shall, as usual, be brought to account.
The income from Rainkuli shall be brought to account.
A tax on new silk wheels of Rupees 1-8 each shall be brought to account.
Artificers to be allowed to the Thana, and not to be taken in bed, 12 carpenters, 9 bricklayers, 7 tailors, and 3 pot-makers.
through the influence of the Dutch, a peace was negotiated between the Agent at Surat and the Sidi, by which all English troops were to be

from the Sarker of the Nawab Sahib to be given shares from the Naduk

Europeans charges from Khulna.

Kasimath Hare, kamannadar for the share of Srimant Peshwa Sahib, agrees that
the above-mentioned Nawab Sahib, according to the above written agreement, gives the said proportion to the Sarker of the Peshwa, I have not, nor shall have.

as above written, any claims upon the Nawab Sahib. In testimony of which the agreements are drawn out; to see copy the seal and writing of the Nawab is

added, and to the other the seal and writing of Kasimath Hare, kamannadar of the above-mentioned.

In the Bandar of Surat, the first day of the month Shaaban, in the year of the Hijra

1260 corresponding with the 25th of May 1806 of the Christian era.

Written in the Marattia language by Kasimath Hare.

These twenty-eight Articles are settled between the Nawab Kaim-ud-Daula, Balador, and Kasimath Hare, the Srimant Peshwa's kamannadar at Surat. There

was a dispute respecting the Peshwa's share of the revenue, which has been settled

by the advice and means of Mr. Hambeg, Chief of the English Factory. The particulars of the Articles are written in Persian, according to which the Nawab of

Surat is to give the share yearly when there will be no dispute from year to year.

The 1st of Shaaban 1260.

TRANSLATION OF AN AGREEMENT BETWEEN KAIM-UD-DAULA, NAZAR OF SURAT, AND KASIMATH HARE, THE PESHWA'S CHAMBA.

The Nawab's Seal.

Whereas there has lately subsisted some disputes in the Bandar of Surat, by

reason of Kasimath Hare, Srimant Peshwa Sahib's kamannadar, having made many

claims on the Sarker of the Nawab Sahib, Kaim-ud-Daula, Balador, on account of

some articles of the revenue of the aforesaid Bandar, the particulars of which

are before inserted and which, by the advice, assistance, and approbation of Andez

Hambeg, Chief of the English Factory and Governor of the Mogul's cavalry and
duty, it has been by both parties mutually agreed and settled as in future in the

above-mentioned Articles there shall or be accounted any difference or
dispute between the above-mentioned parties, who bind themselves by their respective

signature to keep this agreement that it may always remain in force.

The Nawab Kaim-ud-Daula, Balador, agrees that the sixth share of the above-mentioned Articles shall in future be given to the Sarker of Srimant Peshwa Sahib

according to what is right and just.

On indugs, etc., for one whole year, which is known but now increased, the whole

reward is Rupees 7,210, the sixth part of which is Rupees 1,192 and 1/3 nains.

Thirteen Articles.

Induce

Talewood

Umbers and Dansa Fishery

The Chakki of the Thana Chaurasi

The Farm of the house

Umbers Pottah, &c., liquor shops

The Dutch Chakki

Torna Chakki

Jewel Office, Yem.

From the jewel office for custom

Plunder in the Chaurasi

Butti cleaners in the Thana of Chaurasi—pay for seven months

Naka or custom on cattle

2,700

1,250

400

500

700

150

40

21

600

25

90

84

224

7,210

6
withdrawn and the establishments reduced to the footing on which they stood in time of peace. This treaty* was repudiated by the Bombay

Directives have been given to the karadis (clerks) that they go on according to

Textile, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

From the tiendals of ships, suppose 20 a year, tankala or mint accidental customs, is a thousand 1/1.

Jagra from the parganas not more than formerly to go in the certificates.

Jagra from the Doon was never included in the certificates, and is not to be.

Carte of D.-gun not more than usual to pass in certificates. The business to go through the proper officers.

At the Chautala in the suburbs, his writers are to attend.

The customs on muscaty (a dry) shall be brought to account as usual.

The customs on Kasma (a red dye) shall, as usual, be brought to account.

The income from Bannals shall be brought to account.

The tax on one silk wheel of 1-2 each should be brought to account.

It is usual to allow one artisan from each trade on his account; two of each shall be allowed, 12 carpenters, 9 bricklayers, 7 tailors, and 6 pot-makers.

Written by the Nawab.

By reason of the decrease in the revenue these have been stopped.

From the Nawab’s Sarkar should be given shawls from the Nuzhat.

Palampurs charges from the Khasaki.

Dated the 1st of the month Shaban, in the year of the Hera 1800, corresponding with the 29th of May 1786 of the Christian era.

*Treaty between Mr. Lambs and Council and Sardar Khan and Shi Madhu.

Article 1.

As soon as this peace is concluded the English are to take all the soldiers from the military that are in their service, as well Europeans as Indians, and send them on tour the ships at the bar; at the same time all the batteries belonging to Madhu Khan are to be dismantled.

Article 2.

The soldiers in the factory, of what denomination soever, are to be sent away, reserving only the same number as usual in times of tranquility.

Article 3.

That all the ships and goods now at Bombay are to have leave to go to their respective ports of Mecca, Jeddah, Bengal, or anywhere else that they may be bound to.

Article 4.

After the peace is concluded, there is to be no more fighting either in the city or at the Bar.

Article 5.

The Company are to pay yearly the same sum as is agreeable to their farmans, with the charges thereon.

Article 6.

The English are not to protect or take into their factory any goods but what belong immediately to them.

We, the undersigned Chief and Council for the Company of England at Delhi, declare that we approve of the Articles of this present Treaty of peace from our full and entire will, and promise to conform to them and execute them according to their tenor.

(Signed by Mr. Lambs and Council.)

Witnessed by the Dutch Secretary.

Passed, 18th November 1781.

[Declared null and void by the Honourable the President in Council, Bombay, on the 2nd November 1791.]
Government, and in the following year, 1762, a new Treaty (No. IV) was made, under which the English were to receive compensation for losses and to trade according to their farmer.

Quarrels soon broke out between Safdar Khan and the Sidi, and in 1767 Safdar Khan opened negotiations with the English to put them in possession of the fleet on condition of their expelling the Sidi from the fort; but the offer was not accepted. Safdar Khan died in 1768, and Sidi Ahmad, who had succeeded his father Sidi Masud in the government of the castle, made himself the enemy of the English by his close alliance with the Dutch and the piracies which he committed. He was so detested by the people of Surat that they offered to make over to the English the command of the fleet and the castle, with funds for their support, if they would expel the Sidi. A Treaty (No. VI) was accordingly concluded in 1768 with Faris Khan, in which it was agreed that he should be put in possession of the government of the town, the English taking the government of the castle and continuing to enjoy all their commercial privileges; but the fear of provoking the Mahrattas, who at this time were supposed to have designs on Surat, prevented this enterprise from being carried out.

In 1769, at the invitation of the people who were tired of bad government and afraid of the interference of the Mahrattas, a force from Bombay, under Captain Maitland, successfully bombarded the town; and a Treaty (No. VII) was concluded with Mian Achan confirming that made in the previous year with Faris Khan, who was appointed Mian Achan's Deputy at Surat, an office which was abolished in 1777. These engagements were confirmed by the Emperor of Delhi in the same year.

From the time when they obtained possession of the castle of Surat and the command of the fleet, the power of the British Government at Surat greatly increased. They were in fact the rulers of the country, while the Nawab became merely a titular Chief with the government of the town. In February 1768 Nawab Mian Achan died. There were four competitors for the succession: Mir Kutb-ud-din, his eldest son; Faris Khan, the Deputy; Ali Nawaz Khan; and Nur-ud-din Ali Khan. The British Government declared in favour of Kutb-ud-din, who was installed in April 1769. He died in 1780; and it was then proposed to obtain from the Emperor of Delhi a sanad investing the British Government with the sole administration of Surat, so as to remove the inconvenience of a double government. But the Governor-General in Council thought it inexpedient to do this, because the Nawab's eldest son, Nizam-ud-din Khan, had a claim to the office of Nawab by right of inheritance, and the Emperor was then a puppet, in the hands of Seindia. Application was made to the Emperor for a sanad of investiture in favour of Nizam-ud-din Khan, who paid a namar of Rs. 20,000. No sanad, however, was furnished; and in 1792 Nizam-ud-din Khan was installed by
order of the British Government. The Nawab afterwards declined to receive a saamad from Delhi, and expressed his desire to be solely dependent on the British. In 1788 negotiations were begun for a treaty with the Nawab, under which he was to pay a lakh of rupees a year towards the expenses of the management of the castle and town of Surat; but in 1790, before the agreement was brought to a final conclusion, Nimmud-din died.

The succession of his brother Nasir-ul-din was recognised in 1800 on his signing a Treaty (No. IX) vesting the entire administration of the city and its revenues in the hands of the British Government, who were to pay him Rs. 1,50,000 yearly, and one-fifth of the annual revenues after deducting all charges and expenses of collection. In lieu of this variable allowance, the Nawab in 1818 agreed (No. XIII) to accept a fixed provision of Rs. 1,50,000. Nasir-ul-din died in 1821, and was succeeded by his son, Mir Afsal-ul-din, on whose death without male issue, in August 1842, the titular dignity and office became extinct. A pension of Rs. 52,800 a year was settled on his two grand-daughters and his son-in-law Jafar Ali Khan. 1 In 1867 this was increased to Rs. 1,00,000, to be continued till the death of the survivor of the three grantees. Jafar Ali Khan died in 1869, and one grand-daughter, Rahim-ul-Nissa in 1886. Her share (Rs. 50,000) was paid into a fund for the benefit of the family after the lapse of the whole pension, the other half being paid to the surviving grand-daughter, Zia-ul-Nissa. In 1890 an advance of Rs. 5,50,000 was made to her for payment of her debts, and a portion of her pension (Rs. 32,822-15-0) was permanently set aside towards repayment of this advance; but, after the amount advanced had been fully recovered, the pension was restored in full. Zia-ul-Nissa died on 27th May 1915, when the pension of Rs. 1,00,000 lapsed to Government, and the Trust Fund was closed with effect from the 17th March 1916. Sardar Mir Masual Khan was recognised as the male representative of the family of the branch of Rahim-ul-Nissa, and Mir Masual Alam Khan as that of the branch of Zia-ul-Nissa. Each was granted a monthly pension of Rs. 2,574-1-8 under certain conditions.

2. Broach.

Broach was conquered by the Mahrattas from the Muhummadans in 1686, from which time the Nawabs of Broach continued to hold their territories as subordinate of the Peshwa. In consequence of certain claims against the Nawab of Broach, which were due by right of sovereignty to the Government of Surat, the Bombay Government ordered, and subsequently countermanded, an expedition against Broach, but the local authorities at Surat persisted and sent a force in 1771 to enforce the demand. The expedition failed, and preparations were being made to renew it when the Nawab came to Bombay, and a Treaty (No. VIII) was concluded with him on the 30th November 1771. The
terms given to the Nawab were not so liberal as he expected, and on his return to Broach he proceeded to treat with great disrespect the chief of the factory there, who was in consequence directed to withdraw to Surat. In the following year the expedition was carried out, and Broach was taken on the 18th November 1775. The right of the British Government to Broach was recognized by the Treaty of Panmalhar* and subsequently by the Treaty of Salbai;° but the town and district were ceded to Scindia in 1783, in consideration of his services in negotiating that treaty.

In the Mahratta war of 1803 Broach was again taken by a British force and it was finally ceded to the British Government by article 3 of the Treaty of Sarji Anjungan. The descendants of the last Nawab of Broach enjoy hereditary pensions from the British Government.

3. MANDVI.

The early history of this State furnishes a remarkable example of the manner in which the Mahrattas dealt with questions of succession to dependent Chiefships. If there is no instance in which the Peshwa withheld his sanction to succession by adoption, there is also none in which he permitted it without subjecting the State to a heavy fine, which was also not infrequently exacted in cases of direct succession.

The State of Mandvi was founded by a Bhil Chief named whose successors gradually acquired sufficient power to raise themselves to the rank of petty sovereigns. In 1730 the ruling Chief, Durjan Singh, was deprived of his possessions by Damaji Rao Gaekwar; but about twenty years afterwards he was restored by the Peshwa in return for military services rendered against the Portuguese at Bassi. Durjan Singh died in 1771, and was succeeded by his cousin, Bhagwan Singh, who was required to pay a nazrana of Rs. 1,00,000 to the Peshwa. His distant relative, Guman Singh, who succeeded to the State in 1776, was subjected to a payment of Rs. 1,00,000; and in 1786, on the death of Guman Singh without issue, and on the succession of Nabar Singh, also called Durjan Singh, a nazrana of Rs. 60,000 was levied by the Peshwa.

By the Treaty of Bassi the State of Mandvi, erroneously called Mundar, came under the British Government and was subjected to a tribute of Rs. 60,000. For seven years, however, the Raja evaded payment of the tribute; and in 1800 the British Government were on the point of reducing their demand to Rs. 25,000, when an insurrection broke out in the country. This rising was headed by a fanatical Musalman named Abdur Rahman, who seized the fort of Mundvi from which

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* See The Peshwa, Vol. VII.
° See The Peshwa, Vol. VII.
°° See Government, Vol. V.
° See The Peshwa, Vol. VII.
the Raja fled, murdered the Raja's minister, and committed depredations in the surrounding country, threatening to carry fire and sword into the British districts if the English officers did not embrace the Muhammadan faith. The Raja threw himself on the protection of the British Government, to whom he engaged in January 1810 (No. X) to pay the expenses of military aid and six annas in every rupee of revenue annually. With the aid of a British force the Raja was reinstated; after which, in lieu of a share of the revenues, he agreed in March 1810 (No. XI) to pay an annual tribute of Rs. 60,000. In consideration of the exhausted state of the country, the Raja was neither required to pay the cost of the expedition, amounting to Rs. 50,000, nor his arrears of tribute, which had risen to upwards of Rs. 4,50,000.

Durjan Singh died without male issue in 1814, and was succeeded by his cousin, Hamir Singh, from whom the British Government demanded no mazzara. Hamir Singh fell into the hands of evil advisers who instigated him to hostilities with the British Government, their intention being to put the country under the Peshwa, with whom the British Government, were then at war. The overthrow of Daji Rao, however and the approach of a British force to Mandvi with the view of annexing the country, brought the Raja to reason; and in May 1818 he signed an Agreement (No. XIX) to dismiss his advisers and to make no change in the administration of his affairs without the knowledge and consent of the British Government.

In 1834 Hamir Singh was succeeded by his son, Waje Singh, who was killed in 1838 by an explosion of fire-works. His posthumous son, whose succession was recognised, died in December 1839, and the direct line of succession became extinct. The nearest claimant was forty-two degrees removed from the common ancestor of the family and was moreover imbecile. The State was therefore treated as an escheat and annexed to the British dominions.

4. SATARA.

After Subaji, the grandson of Shivaji, had been released from captivity and had recovered his rights* as head of the Maratha power, he left the control of his affairs entirely in the hands of his Ministers Hulaji Vivanath. Before his death he adopted Ram Raja, a grandson of his aunt Tara Bai of Kolhapur, a younger branch of Shivaji's family and gave the Peshwa a deed bestowing on him the entire control of the Maratha confederacy on condition of his maintaining the dignity of the house of Shivaji in the person of Ram Raja and his descendants. From that time the Rajas of Satara remained either puppets or prisoners of the Peshwa until the overthrow of the Peshwa's power in 1817. After the conclusion of the Treaty of 1766 with the Peshwa, * a commercial Treaty (No. V) was concluded in 1787 with Ram Raja.

* See The Peshwa, Vol. VII.
The Articles agreed upon and sealed by the Governor of Amadaz in and the Governor of Surat, and four principal Merchants, and to be confirmed by the Seal andfirm of the Great Mogul, within forty days after the former sealing, or else to be void, for the settling of trade and factories in the cities of Surat, Cambay, Amadaz, Coora, or in any other part or parts of this country within the Great Mogul's dominions. Witnessed under our hands and seals the one and twentieth of October 1612.

ARTICLE 1.

In remiss, that all which concerneth Sir Henry Middleton be remitted, acquitted, and cleared to us; that they shall never make seizure, stoppage, nor stay of our goods, wares, and merchandises to satisfy for the same.

ARTICLE 2.

That they shall procure from their King, the Great Mogul, at their proper cost, his great and confirmation of all the Articles of Agreement under the great seal of his hand, and shall deliver the same unto us for our security and certainty and perpetual amity, commerce and dealing with them, within forty days after the sealing hereof.

ARTICLE 3.

That it shall be lawful for the King of England to keep and continue his ambassador at the Court of the Great Mogul during the time of the said peace and commerce there so composed and end all such great and weighty questions as may any way tend to the breach of the said peace.

ARTICLE 4.

That at all times upon the arrival of our ships in the ports of Swally there shall be proclamation in the city of Surat three several days together, that it shall be free for the country people of all sorts to come down to the water side, there to have free trade, dealing, and commerce with us.

ARTICLE 5.

That all English commodities shall pay custom, according to the value or price that it beareth at the time that it is put into the custom house, after the rate of three and a half the hundred.

ARTICLE 6.

That all petty and pedlarly ware be free of custom, provided that it exceed not in value ten shillings.
ARTICLE 7.

That we shall have ten mans for our manada carried from the water's side to Surat, and after the same rate back again: and for carta we are to repair to the mochuddum of Swally to send for Surat, and at Surat to repair to the broker for cartas down again.

ARTICLE 8.

That if any of our men die in these parts, that then neither the King, nor Governor, nor under-officer shall make title or challenge to anything that to the dead belonged, nor demand loss, nor any kind of taxes, nor customs.

ARTICLE 9.

That if all our men die here in these parts, between the times of the coming of our ships, that then, by some officer thereto appointed, just and true inventory, notice, and knowledge be taken of all such monies, goods, jewels, provisions, apparel, and what else to our nation belongeth, and the same shall safely preserve and keep, and deliver to the General, Captain, or merchants of the first ships that shall after here arrive; and to receive a discharge from the General, Captain, or merchants, to whom such goods and monies shall be delivered.

ARTICLE 10.

That they secure our men and goods upon the land, redeeming all such, both goods and men, as shall happen to be taken upon the land by the Portugals; and shall deliver both men and goods again to us free of all charges, or the value of our goods and men instantly.

ARTICLE 11.

That as in all kingdoms there are some rebels and disobedient subjects, so in our nation there may be some pirates and sea-robbers, which may happen to come into these parts, and here may rob and steal; if any such shall happen then will not we, by our trade and factory here, be liable or answerable for such goods so taken, but will aid them with our best means that are so grieved by justice to our king, for redress and restitution unto them.

ARTICLE 12.

That all such provisions of victuals as shall be spent during the time that our ships shall remain here in the Rhode of Surat and Swally, half free of custom, provided it do not amount unto above a thousand dollars in money.

ARTICLE 13.

That in all questions of wrongs and injury that shall be offered unto us and to our nations, that we do receive from the judges, and those that be in authority, present and speedy justice according to the quality of our complaints and wrongs be done us, and that by delays we be not put off and wasted either by time or charges.
LAPSED STATES—NO. II—1016.

No. II.

The King's letters sent to Selim Shahr, the Great Moghul, in the year 1614, by Sir Thomas Roe.

James, by the Grace of Almighty God, the Creator of Heaven and Earth, King of Great Britain, France, and Ireland, Defender of the Christian Faith: etc.

To the high and mighty Monarch the Great Moghul, King of the Oriental Indies of Chandahar, of Ghizer and Corason, etc., greeting.

We having notice of your great favour toward us and our subjects, by your great favour to all your Captains of rivers and officers of your customs, for the entertainment of our loving subjects the English nation with all kinds respect at what time sooner they shall arrive at any of the ports within your dominions, and that they may have quiet trade and commerce without any kind of hindrance or molestation, etc., as by the Articles concluded by Sir Suff, Governor of the Gujarat, in your name, with our loving subject, Captain Thomas Best, appeareth, have thought it meet to send unto you our ambassador, which may more fully and at large handle and treat of such matters as are fit to be considered of, concerning that good and friendly correspondence which is so lately begun between us, and which will without doubt redound to the honour and utility of both nations. In which consideration, and for the furthering of such laudable commerce, we have made choice of Sir Thomas Roe, Knight, one of the principal gentlemen of our Court, to whom we have given commission, under our great Seal of England, together with directions and instructions, further to treat of such matters as may be for the continuance and increase of the utility and profit of each other's subjects, to whom we pray you to give favour and credit in whatsoever he shall move or propose toward the establishing and enlarging of the same. And for confirmation of our good inclination, and well wishing toward you, we pray you to accept in good part the present which our said ambassador will deliver unto you. And so do commit you to the merciful protection of Almighty God.

A copy of the Grand Moghul's letter to the King.

Unto a King rightly descended from his ancestors, bred in military affairs, and clothed with honour and justice.

A Commander worthy of all command, strong and constant in religion which the great Prophet Christ did teach, King James, whose love hath bred such impression in my thoughts as shall never be forgotten, but as the smell of amber, or as a garden of fragrant flowers whose beauty and odour is still increasing, so, be assured, my love shall grow and increase with yours.

Your letter which you sent me in the behalf of your merchants I have received, whereby I rest satisfied in your tender love towards me and desire you not to
take it ill for not having writ unto you hitherto; for this my present letter send to renew our loves, and herewith do certify you that I have sent forth a
firmans through all my countries to this effect, that if any English ships or me
chants shall arrive in any of my ports, my people shall permit and suffer the
to do what they will freely in their merchandising names, aiding and assisting
them in all occasions of injuries that shall be offered them, and that the low
cause of discourtesy be not done unto them; as also that they be as free and free
than my own people. And as now and formerly I have received from you divers
tokens of your love, so I desire your mindfulness of me by some nobilities from
your country as an argument of friendship between us, for such is the custum
of Princes here.

As for your merchants, I have given express order through all my counsellors
to suffer them to sell, buy, transport, and carry away at their pleasure, without
the least hindrance of any person whatsoever, all such goods and merchandizes
or other things as they shall desire to buy, and let this my letter as fully satisfy
you in the desired peace and love as if my own son had been the messenger to
ratify the same. And if any in my country not fearing God, nor obeying their
king, or any other void of religion should endeavour, or be an instrument to break
this league of friendship, I would send my son Sultan Oronome, a soldier approved
in the wars, to cut him off, that no obstacle may hinder the continuance and in-
creasing of our affections.

No. III.

Firmans granted by Sultan Aurungzebe to the Honourable East India Company,
dated the 25th June 1667.

Be it known to the Governor, Prefects, and Officers of Affaires of the Port of
Surat, present and to come confiding in our Royal favour, that at this present
time, joined to happiness, certain notice is come to our ears, that whereas formerly
the rate for customs of goods belonging to the merchants of the Dutch nation
was on every hundred rupees three and a half rupees, and afterwards, having
an eye to the profitable condition of the said people, two Rupees was only ordered;
and whereas the merchants of the English nation have made their request that
the rates for the customs of their goods may be confirmed according to the Dutch
constitution, and that a firmans may pass from our Excellent and Noble Court
that the goods and merchandises which the said merchants, having bought in
Bengal, and in the Royal Seat of our Kingdom, Akrourab, and other countries
and great cities, do transport by the way of Barenpur and Almardabad, to
sell them in the Bazaar of Surat, may not be stopped by any person in their pas-
sage on pretence of taking Bahadaries or other duties, or on any prohibition what-
soever; and in case any of the goods belonging to the aforesaid persons be robbed
in the way, that the officers and the guards of the said place do, in the recovery
of the said goods, make all diligent search; and whereas a petition was directed
to our exalted throne, upon the sight of a letter which Ghayas-ood-Deen Khan
Governor of Surat, hath written unto the trusty protector of our riches, the re-
pose and glory of our kingdom, the pillar of our councillors, emblems of honour,
the flower of our Princes, high in dignity, the provident disposer of our kingdoms
and estates, the open way to riches and plenty, worthy of all grace, a reward
of all degrees of men, a lord of play, the mark of felicity, Chancellor of our long-
doms, and sole manager of our affairs, Jaffer Khan, to this effect, that in case any
favour be shown to the English nation (who are well wishers to the riches of our
Court, by their services which they have performed to our benefit, have so ap-
proved themselves formerly and hitherto in an obliging manner), it will be well
deserved by them; and whereas the instant desire of our mind, known in truth,
and the perfection of our heart, established in justice is expended on the quiet
state and universal benefit of all people: as the agreeable petition of the mer-
chants of the English nation, having forgiven them one Rupee of the sum of three
Rupees (the accustomed duties of their goods), I have now ordered them to pay
but two Rupees; therefore, from this time forward on every hundred Rupees
value of goods belonging to the English nation two Rupees must be taken in the
aforesaid Bundur, and the Governors, Captains of Guards, Lieutenants of coun-
tries, Guards of Passes and the highways of the provinces and great cities afores-
said, shall not give any molestation or opposition to the aforesaid merchants
on presence of Rahadaries or other demands whatsoever, which are prohibited
in our Court and High Palace; and in case in any place the least part of their
goods, or merchandise be stolen, that in the recovery of them all strict search
and enquiry be made, and the thieves, together with the goods stolen; being ap-
prehended, the goods may be delivered to the owners and the thieves to punish-
ment. In this affair let them observe all extraordinary diligence towards our
Court, and be very circumspect and cautious to abstain from the broacheder.

Written the 11th day of Moharrum in the tenth year of our high reign, correspond-
ing with the 25th June A.D. 1757.

攫No. IV.

Treaty between the Honourable East India Company and Sumber Marood
Khan and Sidhar Khan of Surat.

Original Antics of Peace executed by Sumber Marood Khan and Sidhar
Khan, being written with the latter’s hand in Persian, and sealed with the
former’s seal, dated the 11th March 1752.

A n n e x .

The peace made by Mr. Lambe and Agreed that it be void, and a new
Council to be void and of no effect; receipt shall be given as soon as the
new year is expired, a new year is applied, receipt given for the customs.

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ARTICLE 2.

Two lakhs of Rupees to be paid the Honourable Company for the expenses they have been at, and what lost in the Latty; the whole sum to be paid in ready money.

ARTICLE 3.

For the Company's sake creditable posts must be given to Musah Atchund's son.

ARTICLE 4.

The Company's garden, cows, coaches, or anything else taken from us to be returned.

ARTICLE 5.

The Company's business to go on agreeably to their firmness privileges, and all goods to pass by the Moosh gate.

ARTICLE 6.

Mr. Lambe and the rest of the Company's people that are in town are not to be hindered from coming to us.

ARTICLE 7.

The guards that are set about the Company's houses to be taken away, and after this the like not to happen again, and all the batteries within and without that have been made upon this occasion to be taken down, which will be for the good of the people, and prevent further disputes.

Answer.

Whatever the people think must be done to satisfy them.

Answer.

Agreed for the Company's; give them the post of Lord Mi.

Answer.

Agreed that the cows, cc horses, etc., be returned, and cattle taken.

Answer.

According to custom every will go on, and nothing unjust be done, and perhaps better before.

Answer.

From the government no hindrance or harm will happen to them.

Answer.

The batteries shall be taken as and nothing remain that may cause any difference between us.
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ARTICLE 3.

All servants and dependants upon the Company that are now in fear are not to be molested, and after this, upon no account whatever, no harm is to be done to them.

Dated the 17th March 1792.

MEMORANDUM.—This Treaty was executed on the 17th March 1792, having on that date been signed and sealed by Sudder Khan and Soiday Musood, and delivered to the Chief in Council at Surat. The two following writings were at the same time passed to the Chief in Council by Soiday Musood and the principal merchants and other inhabitants of Surat. This Treaty was ratified by the Government of Bombay.

Writings alluded to in the foregoing Memorandum.

Sudder Musood Khan and Merchants writing for two lakhs of Rupees to be paid in the space of one year, executed on the 17th March 1792.

Servant of the King, Soiday Musood Khan, gives this writing for two lakhs of Rupees that was agreed upon to be paid the English on making peace; the merchants and subjects of Surat have given me one for this sum and settled with me. For this reason I, on the part of the people at Surat, am bound that in the space of one year I am happy to pay this sum to the Company. These few lines are written by way of bond.

Dated the 15th of Jannadace-pill-Awul 1165, sealed by Soiday Musood Khan and eleven of the principal inhabitants and heads of castes.

Merchants' and Subjects' note for two lakhs of Rupees to be paid the English, as agreed upon, on making peace, executed on the 17th March 1792.

Writing sealed by Moolah Ameen-odd-deen and Ibrahim Chollahy, etc., merchants and subjects, dated 15th of Jannadace-pill-Awul 1165, 17th March 1792.

The meaning of this is, that we merchants, etc., of Surat agree to this, that because between the English and Khan there have been disputes, to put an end to which, for the sake of the people, Sudder Khan and Soiday Musood Khan agreed to make peace, and to pay two lakhs of rupees in lieu of the expenses the English have been at: For this reason we, the merchant and subjects, willingly and without force agreed to it, agreeably to the underwritten list, and after this sum is paid, this custom is to be taken off and cease, not to be precedent in future.
The one per cent. paid upon ready money brought into town, which the E agreed the merchants should not pay, whatever now arises from this must given to the English. The subjects of Surat are to pay one per cent. on all money that they import in Bombay. Whatever arises from the customs on go coming in or going out of Surat are now to pay one per cent. more than before and what it may amount to is to be given to the English.

Dated the 17th March 1753.

No. V.

ARTICLES OF AGREEMENT made between WILLIAM ANDREW FROST, ESQ.,
CHIEF OF PORT VICTORIA, on the part of the HONORABLE UNITED ENGLISH
EAST INDIA COMPANY, and VETTUL, RAO, BAGWUNT RAO and BAGWUNT RAI,
CAHHES and PORTERIES to HIS SERENE HIGHNESS the SOON RAJAH.—1757.

ARTICLE 1.

Whatever merchants carry salt to Maar, the Company to collect, on account of Banoota customs, exclusive of the Soldier Chowkie at Ambat, at Rupees 3½ for every anna, and on other goods 2½ per cent.

ARTICLE 2.

Goods landed between Banoota and Dagong, and passing through any part of Bagwunt Rao's country, to pay the same sadarage as goods that go from Geggom and Rajahpore.

ARTICLE 3.

Salt going from Dagong up-country, Bagwunt Rao to collect at Maar 1 Rupee and a quarter for ten oans (every ten oans of salt the customs of only eight to be collected).

ARTICLE 4.

Salt to be disposed of in the following manner: if any quantity of salt is laying at Maar, the English are not to dispose of more than that quantity until it is sold; but then they have liberty to sell any quantity remaining until a fresh parcel is landed at Maar, and then the above method to be again observed, and was serv'd, in regard to Dagong.

ARTICLE 5.

The English to fix the price of salt at Dagong, and the Maar Government to sell their salt there at an advance on that price at 1½ per candy.

ARTICLE 6.

All other goods whatever, excepting the Honourable Company's, to pay 8 annas per oan, with an allowance as usual.
ARTICLE 7.

Merchants landing goods at Daugam, and afterwards choosing to carry them to Maar, the English to collect Rupees 5/2 per anna on salt, and 2/4 per cent. on other goods.

ARTICLE 8.

The customs at the Siddilee Chowkee on goods which may go to Maar to be as usual, namely Rupees 5/2 per anna on salt, and 1/4 per cent. on other goods.

ARTICLE 9.

Elephants, horses, camels, and slaves, sold by the English at Daugam, and passing through Bugwunt Rao's country, to pay radarsage as usual to the Circa.

ARTICLE 10.

The straw, grain, etc., which may come to Maar from Bugwunt Rao's country and what may go from thence to any part of his country, the same as with Nana's agreement at Poonaah with the English, but in case any merchants purchase goods from any person under the Maar Government, if it passes through Daugam, either by land or water, to pay 2/4 per cent. customs.

ARTICLE 11.

Rafts, timbers, etc., that go out of Bugwunt Rao's country, or come into it, to pay 2/4 per cent. customs on the valuation, exclusive of Alibhah Chowkee.

ARTICLE 12.

The royalty of Maar River to be preserved to the English in the same manner as settled with Nana Pandit Pradan.

ARTICLE 13.

Subjects which fly to either government to be treated in the same manner as the subjects of the English and those of Nana's government.

ARTICLE 14.

Whatever slaves or servants may fly to the English to be returned, in like manner the Maar Government to return whatever may fly to them.

ARTICLE 15.

The chowkie at Durdwaah to be removed, and Bugwunt Rao not to place any chowkies on the banks of the river.

ARTICLE 16.

The passage boat at Daugam to belong to the English, and Bugwunt Rao not to place any passage boat on the river excepting at Maar.
ARTICLE 17.

The English will take care of the river in the same manner as settled at Poonah.

ARTICLE 18.

The Honourable Company's goods to the amount of Rupees 1,50,000 are to pass according to the agreement made at Poonah upon Bugwunt Rao's receiving a Sunnud or order for it from Poonah.

These Articles are to be inviolably observed by both parties, and in confirmation thereof to those which will remain with Bugwunt Rao, I have caused the Honourable Company's seal to be affixed at Bugown this fifteenth day of April in the year of Our Lord one thousand seven hundred and fifty-seven, and to the counterpart, which will remain with the Honourable Company, Bugwunt Rao has caused his seal to be affixed the day and year above written, or of the Gartoog Style the 27th of Chutra 1079, and of the Mahomedan era, the 20th of Rajjub 1170.

WILLIAM A. PRICE.

Approved by the Honourable the President in Council of Bombay on the 3rd May 1757.

No. VI.

CONTRACTED AND AGREED between the HONOURABLE RICHARD BONNER, Esq., in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY on one part, and FARIS KHAN on the other, this 12th day of March 1758, viz. —

ARTICLE 1.

That the Honourable Company's troops and marine forces shall put Faris Khan in possession of the government of the city of Surat by fixing him in the Durbar and supporting him in the same.

ARTICLE 2.

That the Honourable Company shall possess the castle of Surat, with all its immunities and emoluments, and the Tanks, etc., whatever the Scidy is now possessed of in Surat and its dependencies.

ARTICLE 3.

That Faris Khan shall pay the whole expense of the expedition, for which he binds the phursa or custom house for security of payment.

ARTICLE 4.

That the sum of Rupees two lakhs (2,00,000) shall be made good and paid to the commanders and private people, both military and marine, that they may not plunder nor commit any irregularities, which sum is to be made good to him by a vastan laid upon the city, merchants, shroffs, etc., inhabitants.
ARTICLE 5.

That the water gate called Mocha's Kikias shall at all times be possessed by the English without molestation from the government's officers or sepoys and that the two gates, one of the inward wall and one of the outward wall, next to the English garden, shall always be free for the English to come into and go out of at all times without any molestation.

ARTICLE 6.

That the Honourable Company shall enjoy all the privileges of the Moghul's royal firman as sumptu as they ever enjoyed them, without any molestation from any of the government's officers, either to their own trade or any under their protection.

ARTICLE 7.

This contract and agreement is not intended in any shape to prejudice the immunities nor indulgences granted by the Moghul to any other Europeans, nor to prejudice the Mahrattas in whatever contracts or agreements are in force between them and the government of Surat, but that Farsi Khan shall be obliged to pay them their stipulated onethird of the revenues of Surat, as has been done for some years past. Counterpart of this engagement is signed, sealed, and exchanged the day above mentioned between the contracting parties, the Honourable Richard Bourchier, Esq., and Farsi Khan.

Ratified and exchanged on the 12th March 1763.

NO. VII.

TREATY between the HONOURABLE EAST INDIA COMPANY and MEEN ATCHUND of SURAT, dated the 4th March 1759.

ARTICLES OF AGREEMENT made with MEEN ATCHUND at SURAT under date the 4th March 1759.

Agreeably to your desire, I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows:

Wrote by the Nawab over each Article.

ARTICLE 1.

That Farsi Khan shall be appointed in the office of Nahi in its greatest extent, as in the time of Suddar Khan, and nobody but himself shall interfere in the said post.
ARTICLE 2.

That whatever Articles Fara Khan has given in writing or promised to the Honourable Company (the particulars of which cannot be drawn out at present, and must be deferred till we can meet), shall be fully complied with without the least diminution.

ARTICLE 3.

That the Mocha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

ARTICLE 4.

Agreed to, and that we shall jointly in turning our enemies o the town.

Wrote by Cooth-coo-deen.

Whatever the Honourable Company have demanded, I agree to.

A counterpart of the above articles was sealed with the Honourable Company's seal, and sent to Atr-ban, the 4th of March 1739.

PSRAMMAD granted in 1729, relating to the Castle and Tanka at Surat.

Be peace and happiness with the renowned Mr. John Spencer, Captain the Factory in the city of Surat. By the hands of your valued, your former and yours (or request) have been received, and the purpose and particulars there are understood, and your answer (or request) to His Majesty has been delivered. The pains you have taken, and the success you have met with in keeping up the door of Mocha, and delivering our subjects from oppression, we are pleased and satisfied with. As to the firmans for the government of the castle, and Sur and for the Fort, which are requested in the name of the English Company,
have given your vakeel an answer, who will particularly advise you thereof. Let the pecuniary on this account be quickly remitted, that it may be presented to His Majesty, and your request thereby granted. In the meantime it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

A REPRESENTATION made to the Mowahil by Mr. John Strachan, in behalf of the Honourable English East India Company.

That by virtue of royal commands of Your Majesty’s predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner; till in these days that the Scidy, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of Your Majesty’s subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of Your Majesty’s firman; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree that the just orders of Your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tankas, the Scidy was to protect the bar, yet, so far was he from doing that, that for many months past a large fleet of Nanajes Pun’s, Ballajoor Rao’s Nahl, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Scidy’s interfering therein; and there was the greatest reason to believe that, unless some speedy and vigorous measures had soon been pursued, Your Majesty’s famous city of Surat, the only port of good Musulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that an immense expense was spent hither, on our King’s ships, a great force of good and experienced men, with a large quantity of artillery and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have preserved an entire currency to Your Majesty’s orders in the place; and Your Majesty’s authority, by all ways in our power, will be preserved in the place as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for Your Majesty, and to preserve the bar and sea open against all opposers on your behalf; for we shall not apply the Tankas you have
PERSUADED for this purpose to others, as has hitherto been the case; and since having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for Your Majesty's favour in behalf of the Honourable English Company, for whose good services on this occasion I must refer Your Majesty to the representation of the inhabitants of the place.

Y.R. This accompanied this a letter to the Vizier, much to the same purpose, requesting his concurrence. Letters went also to the Governor of Bombay on this occasion, to the king and viceroy, referring in general to the above; and the whole was attended with a representation of the town in general on our behalf, under the seal of the Nizam Na'īr, the chief Shāhīd, and others, and the bands of the merchants in general.

PERSUANAH under the Vizier's Seal, for SÆD MOTHADDĀN KHAN to act as Governor of Surat.

By the advice received here from Surat it has been made known to His Majesty that you, with the consent and at the desire of the inhabitants, are arrive there, and that afterwards the Honourable Mr. Spencer, Captain of the Factor at Surat, with the renowned Sæd Khan, came and turned out Sædly Ahmed who had possessed himself of His Majesty's castle, and greatly oppressed on subjects, and that thereby the city is now at ease, and the inhabitants satisfied therefore it behoves you to act as may be most conducive to the good of the city; and His Majesty's affairs, that every body may follow their calling without fear and the city flourish. Let this be implicitly obeyed.

On the 3rd of Shabeen, and the ninth year of the reign of His present Majesty.

HODHOR (or order) under the Vizier's Seal, to Mr. Spencer, to assist and advise with SÆD MOTHADDĀN KHAN in the Government of Surat.

Be it known unto the Honourable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave SÆd MOTHADDĀN KHAN Bahadīr came into the place, and that afterwards you with the renowned Sæd Khan came, and turning out Sædly Ahmed from the king's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with and in conjunction with the above renowned so to carry on matters as may be most conducive to the good of the place and the honour of His Majesty, by assisting one another. Let this be done.

On the 3rd of Shabeen, in the sixth year of the reign of His present Majesty.
HOOKUK under the Vizier's Seal, to the Subjects and Inhabitants of Surat, to acknowledge and assist Scid Moynadeen Khan as Governor of Surat.

Be it known unto all the principal Seckel, Shalka, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, this His Majesty is made acquainted, by ad-vice from thence, that by your consent and at your desire the brave and renowned Scid Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Fateh Khan came and turned out Sayy Ahmed, who possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that from the city is now at ease and the inhabitants satisfied: therefore it behoves you in all respects to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed.

On the 8th of Shaban, and the sixth year of the reign of His present Majesty.

HOLDHULOOKUM under the GREAT SEAL of the Nawab Vizier Ul Maunolk Nizam-ul-Mulk BARADOON.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shown in His Majesty's service for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter, expressing their satisfaction therewith, has also been shown, with which His Majesty is well satisfied and praises you; therefore upon this account, he has been pleased to order this Hamiltonookum to be sent you, that you may take care of His Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from robbers and pirates. The firman for the government of the castle and perwannah for the fleet, being given in charge to the English Company, shall be sent you from court.

On the 1st of the month of Zilchaad, and the sixth year of the reign of His present Majesty, the 24th of June 1769.

N.B.—The Holdhulookum to the Governor is in the same words as the above, only that to the epithete "high and renowned" are added "brave and courageous".

PERWANNAH under the COCK-LEP (or small) SEAL of the Nawab Vizier Ul Maunolk Nizam-ul-Mulk BARADOON, to Mr. John Spencer.

The arms of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadlee Khan. The conduct and courage you have shown for the good of the inhabitants of Surat and His Majesty's service have been in a particular manner made known to him, with which he is well pleased and praises you for. It now behoves you, with

2 a 2
LAPSED STATES—NO. VII—1750.

a satisfied mind, particularly to look to the peace of the inhabitants and
safety of His Majesty's castle, and to take care that the trade of the
ports be kept open and safe; that the Hadjies, or pilgrims, and merchants,
in no trouble or impediment, and that the ships, and those who traffic
with the ports, may be safe from any fear of violation from rovers and
pirate bands for the government, and perswassas be the peace, being given to
the English Company, shall be sent you from Court.

No date.

Pershman under the Condiuyck (or small) Seal of the Mowbl View.
Mansur in-El-Mulcho Ranaeuk, to Mr. John Spencer.

High and renowned, the tohool, or sums usually resided from Surat, is
much wanted at court, and His Majesty is pressing for them. As yet what
the renowned Mowlia Khan may have sent is not received, therefore
warrants have been wrote to hasten him in that respect; but it likewise b
very proper to press him on this head, and procure the remittance of the tohool
is soon as possible. Look upon this as absolutely necessary.

Pershman under the Great Mogul's Seal, and under-sealed by the Vizir
the Honourable Company's holding the Government of the Coast
Surat.

Let the renowned among the people, the English Company, hope for
Majesty's favour; and be it known unto them that in these happy and
renowned times His Majesty has been pleased, out of his great grace and favo-
grant unto them, the Killnareen, or Government of the castle of Surat, on its
taken from Mauloon Ahmad Khan; it is therefore requisite that they be
very grateful for this His Majesty's favour, and look particularly to the
state of the castle, keeping proper order and discipline among the troops, and
no provisions, stores, and ammunition always in readiness, as has been and
which is strictly and especially required of them by His Majesty.

Gven on the 11th day of Mahjuran, and in the year of His Majesty's
or 4th of September 1750.

As the lack of the firman is the Great Vizir's Seal, and all his titles
at length

Duratuy (or order) under the Khan Subah's (or Sudder's) Seal, for the
Honourable Company's holding the King's Fleet.

The dutuk, in the name of the noble and renowned English Company,
follows—By His Majesty's Himselfkoom, the office of daroga of the g
fleet belonging to the Bunder of Surat, vacant by the dismissal of Sidi Ya
cKhan, is now delivered into your charge; therefore he behaves von to exe
the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 3rd day of Maharram, in the sixth year of His Majesty's reign, the 25th of August 1789.

At the back of this is the seal of Zehal Dowlah Fisuladin Khan Bahadur, who is Khan Sumam, or Steward to His Majesty, whose prerogative it is to grant this order.

An Order, under the Vizier's seal, to Scind Moynadeen Khan, Governor of Surat, regarding the payment of the Tanka, or account of the Fleet, to the Honourable Company, etc.

To the brave, noble, renowned, and careful Scind Moynadeen Khan Bahadur, on whom is His Majesty's favour: The Vizier of the English Company having represented that as the daroga, or post of the great fleet belonging to the Binder of Surat, under the Scoub of Ahmedabad, on the dismission of Scidy Yacood Khan, Killeeza of Dunda Rajeera, from the said post, he had been granted his constituents, he hoped that a perwannah, or order for the tanka, on account of the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzeeb), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the bands of Scidy Yacood Khan, and that in the twenty-third year of the reign of Mahmed Shah he procured an order on Topbeg Khan, then Governor, for the annual payment of two lakhs according to custom, besides what was sent to court. Now in these days, the office of daroga of this fleet, on the dismission of Scidy Yacood Khan, has been granted to the said Company, as has been usual under the Dostuck or order of the Khan Sumam (or Steward), and dated the 2nd of Maharram, and sixth year of the present reign; therefore I now write you that you may pay unto them, all account charges for the forces of the fleet, the usual tanka of two lakhs every year, agreeable to the hereafter order, among the other chargers, exclusive of what is sent to court; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharram, and sixth year of the reign of His present Majesty or 16th of September 1789.

On the back of this perwannah is the Vizier's seal, and the zimra, or certificate, from the several officers and registers at court, setting forth as is above related in the perwannah, and that the Vizier had given orders for registering the areas and orders given thereon.

An Humboldorum, under the Seal of the Nawab Vizier-ul-Mamlik Bahadur to the English Company, accompanying the Petition.

May His Majesty's favour ever remain upon the brave and noble English Company. It has pleased His Majesty to grant unto you the office of Killeeza.
HUMBULMAHOM, under the VIETER's SEAL, to MR. RICHARD BOURCHIER, GOVERNOR OF BOMBAY.

it has pleased His Majesty to grant unto the brave and noble English Company the office of kibad of the Burud of Surat, vacant by the demission of Muslim Ahmed Khan, as also the office of daroga of the great fleet of said Burud, vacant by the demission of Seidy Yassouk Khan. Therefore agreeable to his order, this is wrote you to direct that, according to the directions and advice of the said Company, you take all the care in your power for the proper execution of the said offices, by looking well to the welfare of the castle and preservation of the sea charts, etc., on the high seas, keeping them clear of pirates and rovers who may infringe them. This is positively required of you.

Humbulmahom similar to the above from the VIETER to the address of Mr. Spencer the Chief at Surat, and to Seidy Moonik Khan, Governor of Burud, reached that place from the Court of the Mogul on the 11th November 1799.

NO. VIII.

ARTICLES FOR A TREATY OF PEACE AND FRIENDSHIP BETWEEN THE HONOURABLE WILLIAM HORNBY, ESQ., PRESIDENT AND GOVERNOR, ETC., COUNCIL OF BOMBAY, IN BEHALF OF THE HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, AND THE NAWAB INTIZAD DOWLAH, MAHMOOD KHAN BARADOOD OLYERDUNG, OF BARODA, ETC.-1771.

ARTICLE 1.

Peace and friendship to subsist uninterrupted in future between the Honourable Company and the Nawab of Baroda, his heirs and successors.

ARTICLE 2.

All British subjects, or persons trading under the protection of the Honourable Company's seals pass and colours, shall pay no customs at Baroda, etc., places in the Nawab's country, except such as the Honourable the President and Council shall impose, which shall be levied by such persons as they shall appoint.
LAPISB STATES—NO. VIII.—1771.

on account of the Honourable Company; and the Nawab engages, for himself
and successors, that no fees, duties or exactions of any sort shall be levied on
the said trade by himself or them on any pretence whatever.

ARTICLE 3.

The Honourable the President and Council shall have free liberty to settle
a factory wherever they think proper; and a suitable portion of ground for build-
ing the said factory on, or a convenient house, shall be allotted for that purpose.

ARTICLE 4.

The Dutch have already a factory at Barooch; but in future no other Euro-
pean nation shall be permitted to settle a factory at Barooch without the consent
of the Honourable the President and Council.

ARTICLE 5.

The Nawab engages never to assist the enemies of the English nation, but
obliges himself to assist the Honourable Company in the wars they may be en-
aged in with one thousand private sepoys and three hundred cavalry, with their
officers, or such larger number as they may want and he can spare, at the follow-
ing rates, viz.:—

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each horseman</td>
<td>Rupees 10 per month.</td>
</tr>
<tr>
<td>Each sepoy</td>
<td>Rupees 15 per month.</td>
</tr>
</tbody>
</table>

or at such rates as it shall appear they stand him in.

ARTICLE 6.

The Nawab will not engage in any war with any of his neighbours without
the consent of the President and Council; but in all wars which he shall engage
in with their consent, or if he shall be suddenly attacked in his territories, they
shall give him effectual support and assistance, he paying the troops on the fol-
lowing terms:—

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>To each horseman</td>
<td>Rupees 15 per month.</td>
</tr>
<tr>
<td>To each sepoy</td>
<td>Rupees 15 per month.</td>
</tr>
</tbody>
</table>

S.N.—The commissioned officers of the Company and the superior officers of the N.w.b.
to be paid at the discretion of the party assisting, but with the understand and approbation
of the party assisting.

ARTICLE 7.

The Nawab agrees to pay unto the Honourable Company, in consideration
and acquittal of all demands to this day, the sum of four lakhs of Rupees, which
the Honourable the President and Council agrees to accept in full for their claim
on him for the sepoys and exactions of customs on British merchants, on con-
dition he shall inviolably adhere to the terms herein contained; and on failure
LAPSED STATES—NO. VIII.—1771.

Indeed, it is hereby declared that the above sum of four lakhs shall be deemed and taken to be for repaying the expense incurred by the expedition only; and the Honourable the President and Council in such case hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lakhs of Rupees are to be paid within two years and a half from the date hereof, at the following stated periods, etc.:

Two lakhs within six months from the date hereof;
One lakh more within twelve months from the first payment; and the
One lakh remaining in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE 8.

In case any expedition shall be hereafter undertaken, and success attend it, the Honourable the President and Council will take care that the Nawab of Baroch shall have a recompense adequate to the assistance he may afford.

ARTICLE 9.

In consideration of the friendship established between the Honourable Company and the Nawab, he shall have firm friendship with all their friends and allies, particularly the Nawabs of Surat and Cambay, with whom he shall enter into a treaty, and shall consider all their enemies as his, and they shall consider all his enemies as their. For the due performance of this Article, we, on the parts of the Nawabs of Surat and Cambay, become security.

Bombay Castle, 20th November 1771.

SePARATE ARTICLES entered into with the Nawab of Baroch.

You, the Nawab Sahib Inayat-ool Dowlah Masood Khan Bahadour Dilarging, may Eke at the port of Baroch, freely believing us your friends for ever. We have given you the demands of Company, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honourable Company and strips of the expedition sent against you. Our hearts are quite cleared and we have made a friendship agreeable to your wishes. No demands nor account new remain to make with you. We have given you this acquittance, in full for all demands, as above mentioned.

We shall get paid yours and your subjects' just debts, from any people or place under your government, on being proved. We shall admit no information against you; we look upon Baroch as ours and Bombay as yours. This protection paper is granted you from the part of the Honourable Company, with their word as well as our word and honour, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counciliers are bound
that no difference will be either with you or your children, and the friendship shall be daily increased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honourable Company's wines and honour. Should any merchants of Barach or the persons under your protection, choose to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honourable Company.

TRANSLATION of the Nawab's Bond to the Honourable Company.

Know all men that I, Imiyazood Dowlah Maazud Khan Bahadur Dilerwany, Nawab of Barach, have this day agreed and acknowledged myself indebted unto the Honourable United English East India Company the sum of four lakhs of rupees, current money of Bombay, for the payment of which to be well and truly made unto the Honourable William Hornby, Esq., President and Governor etc., Council of Bombay, at the following stated periods, I hereby bind my self, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure:

Two lakhs within six months from the date hereof;

One ditto more within eighteen months from the date hereof;

One ditto more within two years and six months from the date hereof.

I, witness whereof, etc., etc., in presence of my brother, my uncle, my courier, my moomahoe, my vakrel, who have also signed to this bond as witnesses of the same being my act and deed.

No. IX.

TREATY with the Nawab of Surat—1800.

ARTICLES OF AGREEMENT between the Honourable East India Company and their successors, and the Nawab Noorer-ood-Din Khan, etc., etc., and his heirs and successors, for the better Administration of the Government of the City of Surat and its Dependencies, concluded on the 13th day 1800, or the 19th of Zilhaj 1214 of the Hijra.

Whereas the Honourable the English East India Company have been subjected to a heavy expense for the protection of the city of Surat, and whereas the existing system of internal government in the said City has been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Honourable the Earl of Mornington, Governor-General of the British possessions in India, and the Nawab Noorer-ood-Din, etc., are mutually desirous of providing more effectually for the external defence of the city of Surat, and
for the security, ease, and happiness of the inhabitants, the following Articles of Agreement were concluded on behalf of the Honourable English Company and their successors, by the Honourable Jonathan Duncan, Governor of Bombay, vested with full powers for that purpose by the said Governor-General on one part, and by the Nawab Husseenooodoon, and his heirs and successors on the other part.

 ARTICLE 1.

The friendship subsisting between the Honourable English Company and the Nawab Husseenooodoon Khan, etc., is hereby strengthened and confirmed and the friends and the enemies of one shall be considered to be the friends and the enemies of the other.

 ARTICLE 2.

The Nawab Husseenooodoon agrees that the management and collection of the revenues of the city of Surat, and of the territories, places, and other dependencies thereof, the administration of civil and criminal justice, and general the whole civil and military government of the said city and its dependencies shall be vested for ever entirely and exclusively in the Honourable English Company.

 ARTICLE 3.

It is agreed that the Nawab shall be treated on all occasions with the same respect and distinction as his predecessors.

 ARTICLE 4.

The English Company agrees to pay to the Nawab Husseenooodoon and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lakh of Rupees annually, which shall be considered to be the first charge payable from the said revenues. The Company also engages to pay to the said Nawab and his heirs, in addition to the above-mentioned lakh of Rupees, a proportion of one-fifth of the annual revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lakh of Rupees, the sum payable to the Marathas, and the charges of collection. To realize the revenues, after the foregoing reductions, shall be at the disposal of the said Company.

 ARTICLE 5.

In order that the Nawab may at all times have full satisfaction in respect to the revenues of Surat and its dependencies, he, the said Nawab, shall be at liberty to inspect all the accounts thereof from time to time, or to station a valuer or accountant, at his own expense, in all or in any of the offices of collection, to the purpose of taking and transmitting to His Excellency copies of all or any of the accounts of the said revenues.

 ARTICLE 6.

Courts shall be established for the due administration of civil and criminal justice, which courts, according to the stipulations in the 2nd Article, shall be
under the sole authority of the English East-India Company. The said courts
shall be composed of officers to be appointed by the Governor in Council of Surat-
by for the time being, and shall be conducted according to such Ordinances and
Regulations (framed with a due regard to the existing laws and usages of the
country) as shall, from time to time, be published by the said Governor in Council.

ARTICLE 7.

In complaints brought before the courts of justice, in which it shall appear,
either by the application of the Nawab or the representation of the defendant
at or before the time of giving in his or her answer, or by the petition of the com-
plainant, that both parties are relations or servants of the Nawab it is agreed
that such parties shall, in the first instance, be referred for justice to the Nawab
or to any person he may appoint to dispense it. Any complaint against the rela-
tions or immediate servants of the Nawab by persons of a different description
shall, in the first instance, be made to the chief Civil Servant at Surat, who shall
refer it to the Nawab, who hereby engages to order an immediate investigation
to be made, or, in case the parties should desire it, to order the dispute to be re-
ferred to a proper arbitration, the Nawab engaging to bring it to a direct issue,
and to carry the sentence or award, if unfavourable to his relation or servant,
into immediate execution.

No. X.

In the name of God! To Nathan Crow, Esq., Chief of Surat, in behalf of the
Honourable Company. Behold, write Mehta Mojaamde, Sookhamunlip, Vodinnandgh, Sookhamunlip, and Shvanandgh, Atmaramgh, in behalf of Raja Dhooju, and beg leave to represent that a Pakoeer named
Ubdul Rayman, who resides at Bokhan village, has been breeding rebellion by
inciting the fanaticism of the Mohomeden religion, and assembling the Massi-
monds, Behala, etc., of all the surrounding villages and attempting to force
the Brahmins to become Mahomedans; he has also erected the flag of Islam and
taken possession of Manilaver, and burned down our houses with those of the ryots
and plundered to the amount of lakhs of rupees from the treasury of the Raja,
and also to the value of lakhs of rupees in money and jewels of the ryots. The
Mahomedans have in fact usurped our country without justice, and those of their
religion who were in our army have joined the fanatics, and the Raja is kept
under restriction. We therefore enter into an agreement of amity with you, and
request that you will be pleased to send a detachment from the army of the
Honourable Company to oust Mahomedans and again establish our government
there, and whatever charges may be incurred by sending the detachment shall be
defrayed by us, and repaid by us to you on our retaking possession thereof; and
if we fail to give a satisfactory answer for the aforesaid disbursements,
the revenue of our territory shall be answerable for the demand. Besides defray-
ing the aforesaid expenses we assign to you, on account of your trouble in ths

31
affair, from the produce of the Mandavas pargannah and those of Pardy, etc., viz., 3 villages, Oudespore, Kollick, Balda, Pardy, and Soome, and also of the produce of the jaghire villages, and from whatever territorial revenue we may possess we make over a share to the Honourable Company of six annas per rupee, the remaining ten annas belonging to the Rajah, and this division to remain in force for ever and ever. The Company Bahadoor, we trust, will take under their protection our Wazirah, and maintain the Rajah in his government in future. For the sake of further security, we beg a party, consisting of twenty-five sepoys, may be stationed at Mandavas, the expense of which shall moreover be defrayed by us. We have delivered to you this writing with our signatures affixed thereupon.

Dated Sambat 1896, Pous Sud 13th, Thursday, corresponding with 15th January 1810.

RajahDOORJUN SINGH.

No. XI.

To the Sirca of the Honourable Company Bahadoor, Nathan Crow, Esq., Chief of Sund ; Wuzer Nialamandjes Sookhamandjes, and Vedamandjes Sookhamandjes, and Metha Shevanundjes Atmaramjess, on the part of Rajah Doorjun Singh of Mandavas, beg leave to represent that we have entered with you in an agreement of six annas per Rupee payable to you from the territorial revenue of Mandavas Pargannah and the fort of Pardy, etc., five villages, and which was concluded on the 17th January 1810, corresponding with Sambat 1896, Pousaw 13th. That your share of six annas, including what His Highness the Peshwa had, has been coded to the Honourable Company in their books; for these purposes we now fix sixty thousand rupees (60,000), which from the current Musappe, in the manner in which Your Honour will be pleased to settle the payments whereof by kistbundy or instalments and in conformity thereof, we shall pay that amount annually in the Broach or Pargannah currency; and this writing is true.

Dated Sambat 1899, Phagwan 6th, Sunday, corresponding with 11th March 1810.

W'tees.

RAVUL BAVISJR.
KOSHRING,

MAMA RANA DOORJUNSHYER
confirmed the above writing.

NIALAMJESS SOOKHAMUNJESS
certified; handwriting of Vedamund.

VEHAMUNJESS SOOKHAMUNJESS
confirmed the above writing.

SHEVAMUND ATAMAN
confirmed the above writing.

In the above writing, in which sixty thousand rupees are inserted, the kistbundy or instalments whereof we have mentioned below, and agreeably to which we shall
pay annually into the Sircar of the Honourable Company Bahador at the rate of Rs. 5,000 per month.

Natiarund Bh Sookmanund confirmed this writing.

The handwriting of Natiarund.

Vediarund Sookmanund confirmed this writing.

Meeta Serearund Amaram confirmed this writing.

No. XII.

TRANSLATION of a LETTER from the Nawar of Surat, to the RIGHT HONOURABLE Sir Evam Nimtak, Bart., Governor of Bombay, dated the 16th Jammaade-ed-Awal 1233 of the Hegira, or 24th March 1818.

After compliments.—All praise be to God! At the present pleasant season I have been made fully acquainted, by the verbal communication of the Chief's Agent, with your proposition regarding the fixing of my fifth share, and as to the minute details and ramifications of the transaction, and your wishes on the subject with reference to the past, present and future, I duly comprehend the whole; and considering, as I do, that Your Excellency's views are intended for my well-being and happiness, and that without empty ceremonies this fact has been exemplified by actual occurrences, I have in this affair given my assent and concurrence to the settlement fixed upon by Your Excellency; and I have now the pleasure to intimate that in lieu of the said fifth share, the sum of Rupees fifty thousand in money has been definitively agreed upon to be at all times paid out of the Honourable Company's treasury to me, my family and representatives, without any examination on account of batta defalations, or the trouble of examining books, whilst all the former engagements between me and the Honourable Company are confirmed and ratified on their former footing by this measure.

I hope Your Excellency will continue at all times to enliven the banquet of amity by communicating to me your commands and wishes.

LETTER from the RIGHT HONOURABLE Sir Evam Nimtak, Bart., Governor of Bombay, to His Excellency the Nawar of Surat, dated the 20th April 1818.

After compliments.—I have had the pleasure of receiving Your Excellency's obliging letter of the 16th of Jummaade-ed-Awal, communicating to me Your Excellency's assent to the proposition recently made to Your Excellency by the Chief of Hurst on behalf of this Government.

Your Excellency may be assured that in suggesting the arrangement, in which Your Excellency has expressed your acquaintance, the government consulted
your interests as well as the interests of the Honourable Company, and it is very acceptable to me to find Your Excellency is entirely satisfied with that modification of the existing engagements between the Honourable Company and Your Excellency; at the same time I beg Your Excellency will be assured that these engagements are not to be considered as otherwise altered in any respect, but on the contrary are now confirmed and ratified.

Evan Nepean.

No. XIII.

In the name of Gunnera God,—1818.

Agreement passed to the Honourable Company Bahadoor by Mana Rama Amherasinhji, the Rajah of Mandavee, as follows:

**Articles 1.**

That several persons composing my council and ministers had planned a desperate act against the government of the Honourable Company upon which I have dismissed them and sent them all from my confidence and service. That I shall on no account keep them in future, either publicly or privately, into any confidence and management of my affairs. I further engage that I shall never retain in my service or give my confidence to any person or persons who may be found to be enemies and bad wishes to the Sirear of the Honourable Company Bahadoor.

**Article 2.**

No change in the administration that may be formed for the affairs of Mandavee shall be made or effected, and no minister, etc., shall be displaced or replaced without the consent and approbation of the Honourable Company's Sirear. Provided in all these cases (if there shall be necessity for any change) an acquiescence or approbation of the Honourable Company's Sirear shall in the first instance be obtained, to carry such measures into immediate execution. Provided also that I shall not in any wise act without the full consent and acquiescence of the Honourable Company's Sirear.

I have passed this engagement at Mandavee and delivered it with my seal and signature affixed, and I declare it to be agreeable and confirmed by me.

**Dated Bombay 1818, Poyson 3rd 2, Thursday, corresponding with the 21st May A.D. 1818.**

Mana Rama Humherasingji.

**Witnesses:**

Munika Jamnagbaya.

Rawul Koonegbeangji.

Soodhsha Chundherasingji.

Soodhsha Gomadsingji.