CHAPTER - VI
NEGOTIATION, AGREEMENTS AND THE
POLITICAL AGENCY

Relations between the British and the Khasi States during 1824 to 1835 - A Period of negotiation and agreements - The Administration under the Political Agent 1835 - 1853.

Penetrating into these hills in 1765, the British must have thought that they had come to the land of the "savages" as they called the people and the land of natural beauty. The bracing climate would be a fitting health resort for the European invalids, the abundant raw materials would be a source of wealth for them and last of all the hills would be the connecting link between the Surma and the Brahmaputra valleys. The aims of the British, therefore, to establish their rule and sovereignty in the Khasi Hills were three fold - first, to establish a sanatoria and a military cantonment, secondly, to connect the Surma Valley and the Brahmaputra Valley through the hills and thirdly, to acquire trading facilities. But in their dealing with the Khasis, the British found that they had to use all their energy and resources - they established their authority by agreements or negotiations, by right of conquest, by exchange of territories and the like.
The period 1824 to 1835 has been called a period of agreements and negotiations. On the 10th March 1824, David Scott managed to enter into an agreement with the Jaintia Raja, Ram Singh. A true translation of the treaty runs as follows:

**Article - 1**
Raja Ram Singh acknowledged allegiance to the Honourable Company and places his country of Jynteah under their protection. Mutual friendship and amity shall always be maintained between the Honourable Company and the Rajah.

**Article - 2**
The internal Government of the country shall be conducted by the Rajah and the jurisdiction of the British Courts of justice shall not extend there. The Rajah will always attend to the welfare of his subjects and observe the ancient customs of Government but should any unforeseen abuse arise in the administration of affairs, he agrees to rectify the same agreeably to the advice of the Governor-General in Council.

**Article - 3**
The Honourable Company engages to protect the territory of Jynteah from external enemies, and to arbitrate any differences that may arise between the Rajah and other states. The Rajah agrees to abide by such
arbitration, and to hold no political correspondence or communication with foreign powers, except with the consent of the British Government.

**Article - 4**

In the event of the Honourable Company being engaged in war to the eastward of the Berhampooter, the Raja engages to assist with all his forces and to afford every other facility in his power in furtherance of such military operation.

**Article - 5**

The Rajah agrees in concert with the British local authorities to adopt all measures that may be necessary for the maintenance in the district of Sylhet, of the arrangement in force in the judicial, opium and salt Departments."

A separate article of the Treaty was also added:

"Raja Ram Singh engages that to assist in the war commenced in Assam between the Honourable Company's troops and those of the King of Ava, he will march a force and attack the enemy to the east of Gohhatty; and the Honourable Company agrees upon the conquest of Assam, to confer upon the Raja a part of that territory proportionate to the extent of his exertions in the common cause". It was really most uncommon that Ram Singh, Syiem of Sutnga should conclude a Treaty without even

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2. Ibid - p.230
consulting the State Durbar. On the 30th November 1826 David Scott managed to conclude another treaty with Tirot Singh Syiem of Nongkhlaw, who did it with the full consent of the Durbar Hima or the State Durbar. 3

In 1829, the Company executed an agreement with Dewan Singh, Syiem of Sohra (Cherrapoonjee). Having lost his eye sight his nephew, Soobha Singh, put his mark here to on the part of Dewan Singh. 4 One year after on the 19th October 1830, another agreement was signed by Sobha Singh, Syiem of Sohra which runs as follows:

"An agreement executed by Sobha Singh (Suba Singh) Rajah and the officers, Sirdars and other Cossiahs of Cherra Poonjhee in year 1830.

To

The Honourable Company,

The written Agreement of Sobha Singh, Rajah and the Officers, Sirdars and other Cossiahs, residing at Cherra Poonjhee, executed in the current year 1237 B.S. to the following purport:

Whereas the locality ceded by Dewan Singh Rajah during his lifetime to the Honourable Company, under an agreement be furnished for the purpose of erecting buildings for gentleman and convalescent persons, is now insufficient for that object in consequence of a great number of Government subjects having resorted to this place, we therefore in compliance with the request of Mr. 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 and specified in the said 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 purpose we have executed this agreement.

Dated the 19th October 1830, corresponding with cartick 1237 B.C.

Sd/- T.C. Robertson
Agent to the Governor General

Added to this in the same year 1829, another agreement was signed between Dewan Singh, Rajah of Chera Poonjee and David Scott. 5

Translation of Articles of Agreement entered into, in the year 1829, between Dewan Singh, Rajah of Chera Poonjee and his ministerial officers and others and Mr. David Scott, Agent to the Governor General, North East Frontier.

The Raja having lost his eyesight, Soobha Singh, Rajah has put his mark hereto on the part of Dewan Singh, Rajah.

To
The Honourable Company

The written Agreement of Dewan Singh, Rajah and the Ministerial Officers and other Cossians No. 5
Presented at Chera Poonjee or the 12th September, 1829 corresponding with the year 1236 B.C. residing at Cherra Poonjee executed in the present English year 1829 to the following purport:

5. Ibid. p.234.
We acknowledge our subjection to the Honourable 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 Honourable 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 Honourable Company's court, 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 countries 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 Honourable Company.

3rd - If there should be any hostilities in the Hills with the Honourable 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 quarrel 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.

Sd/- W. Cracroft,
A.P.G.G.
The two Agreements of 1829 (No. 5 and No. 6) between Dewan Singh Rajah of Sohra and the East India Company respectively placed the State of Sohra under the sovereign power of the Company and the voluntary cession of the portion of the territory of the state of Sohra called Saitsohpen to the British in lieu of Pandua to the Sohra State in Sylhet district, made Saitsohpen as a base of military operations for the British in the Khasi struggle against the British. The station of Sohra at that time was the only place over which the agent exercised sole jurisdiction and the English Government had the undoubted right to interfere in any way it pleased with the administration of the villages of Mawsmai, Sohbar and Mawmluh, the first and last by right of conquest and the second by a treaty.

With the outbreak of war in 1828, the British Government found it necessary to strike the iron while it was hot. To coax the Khasi Syiems, agreements were executed and the Khasi Syiems were made to think that these agreements were concluded between equal powers. When the Khasi Syiems understood the real meaning of the agreements, when the Khasi States understood the real motive of the English, did they all rise in open

6. Ibid.
revolt. Accordingly, the British adopted the policy of force and annexed the Khasi states in accordance with the Doctrine of Lapse or by forcibly detaching the plain areas of the Khasi Syiemas to be tagged to any of the plain districts to suit their aims. This they did, forcing the Khasi Syiemas to come to terms and to agree to the provisions and clauses as set down by the British. Taking advantage of the illiteracy on the part of the Syiemas, the British through superior military force set to the task of spinning the diplomatic web. The first treaty of this nature was signed between the Honourable Company and Bor Manick, Syiem of Khyrim in 1830, which runs as follows:

Translation of the articles of agreement given to the Honourable Company by Bur Manick, Raja of Khyrim in the year 1830.

Sd/- Bur Manick
Raja of Khyrim.

To

David Scott Esquire
Agent to the Governor General

My country having been taken possession of by the Honourable 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 Honourable Company, and acknowledging my submission to them agree to the following terms as sanctioned by the Presidency authorities:

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1st - I cede to the Honourable Company that lands I formerly held on the south and East of the Oonmeam river, and I promise not to interfere with the people residing on these 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 Honourable Company as their dependents, 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 Honourable 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 will construct bridges etc. 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 Honourable 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 future boundary of Depah Domorooah, and agree to the addae 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 Honourable Company on account of the expenses now and previously incurred by them in the subjugation of my country.

7th - If Teerut Singh, Raja, who is inimical to the Honourable 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 Honourable 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.

By the agreement of 1830, Bor Singh Syiem of Khyrim surrendered his right over criminal matters, surrendered Desh Doomorroah, paid war indemnity and other expenses for the benefit of the British and placed himself under the protection of the Company. Unable to bear the dictates and whimsical and arbitrary attitude of the English, Bor Manick is said to have fled to Tibet for military assistance from where he never came back. Other agreements with the other Khasi rulers were also concluded in subsequent years, after 1828.

In 1829, an agreement was executed by Oojoy, Mon Singh and other residents of Byrung Poonjee and its dependent villages with the Company. The translation of the agreement runs as follows:

"Translation of an agreement executed in the year 1829 by Oojoy Mon Singh and other Residents of Byrung Poonjee and its dependent villages.

Sd/- Oojoy Cossiah
Sd/- Mon Singh
Sd/- Jeerkha Cossiah
Sd/- Ram Singh
Sd/- Konrai
Sd/- Ramrai.

9. Ibid (No.LXXVIII) p.236."
To

The Honourable Company

The written agreement of Cojoy and Ron Singh, residents of Byrung Poonjee, Jerkha No. 17 and Ram Singh, residents of Oomthelay Poonjee, and Kollaprai and Ramrai, residents of Eamdah Poonjee, executed in the English year 1829 to the following: purport:

We have no faith in the Cossiah mountaineers, who have taken up arms against the Government, and having therefore joined the Honourable Company, enter into this agreement of 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 Honourable Company and we will apprehend and deliver up any Cossias 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 November (seemingly judging from the year mentioned).

We further state that we will obey the orders of Dewan Singh, Raja of Chera Poonjee, and will never do anything without his sanction.

Sd/- W. Cracroft
A.A.G.G.
An agreement was executed by Oola Singh, Rajah of Murriow in 1829 (No. XCI) the full translation of which runs as follows:

To

David Scott, Esquire
Agent to the Governor General

Whereas I, Oolar Singh, Rajah of Murriow, formerly conspired against the Honourable 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 Cossiah 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, etc. should occur, I will give you information of them, and I will obey and act in other matters according as you may order to do. To which purposes, I hereby give this recognisance on this 12th day of October 1829, corresponding with the 77th of Assin 1236 B.C.

Witnessed by:

Ram Singh Dubashia Resident of Chera Poonjee

Dewan Singh Dubashia, Resident of Chera Poonjee.

10. Ibid - p.252.
In 1831, an agreement was executed between the Company and AHDOOR SINGH, Syiem of Mawsynram which runs as follows:  

"Translation of an agreement given by Ahdor Singh, Rajah of MAWSUNRAM POONJEE, in the year 1831.

Sd/- Ahdor Singh, Rajah.

To

The Agent to the Governor General
North East Frontier.

The written agreement of Ahdor Singh, Rajah, resident of Mawsunram 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 rebuild 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 December 1831 corresponding with the 3rd of Pous 1238 B.S.

Witnessed by:

Dewan Singh Dubashia,
Resident of Chera Poonjee

Oomer Cossiah Dubashia,
resident of Chera Poonjee
In 1832, an agreement was executed between the Company and Oophar Rajah of Bhawul Poonjee (Bhowal), the provisions of which run as follows:12

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 Cossiah should kill or in any way harm or injure any of the Honourable Company's people within the boundaries of the Coahn Churrah or Hatee Khodda on the West and the Dhoolai Nuddee on 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 Honourable Company and whenever I may receive any news regarding them, I will send information thereof of the Government people through the Nooahradars.

3rd - That I will not allow any of the Honourable Company's enemies to come to my Ah rung of Seemai when it is reopened.

12. Ibid (No. IXIX) p.264.
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 stipulations made in the above paragraphs, I will submit to any orders the gentlemen may choose to pass. To which end I have executed the Recognizance.

Dated the 11th December 1832, corresponding with the 27th Ahgran 1239 B.C.

Witnessed by:

Goopeeram, resident at present at Chattarkonah.

Askur Mahomed, resident of Pergunnah Mahram, Mouzah Noeligong

Rohoomot Dooahradar, resident of Pergunnah Mahram, Mouzah Kandeegong

Robaie Dooahradar, Resident of Chorgong.

Jibor Singh or Ramrai executed an agreement with the British in 1829, the provisions of which runs as follows:

"Translation of an agreement executed by Zubber Singh, Raja of Ramrye in the year 1829.

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

Sd/- Zubber Singh, Raja of the Country of Pantan

The written agreement of Zubber Singh Rajah of the territory of Ramrye, executed in the English year

13. Ibid (No.CII) page. 269."
1829, to the following purport:

I and my subordinate officers and all my people, acknowledging our dependence and subjection to the Honourable 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 realise 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 Panchayats, 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 Honourable 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.

Sd/- "M. Cr. Croft"

P.A.R.G.G.
In 1829, an agreement was executed with the Wahadadors or Chiefs of Cheyla Poonjee (Shella) the provisions of which run as follows:

Translation of an agreement given to the British Government by the Wahadadors or Chiefs of Cheyla Poonjee in the year 1829.

Sd/- Mishnee Wahadadar
Bursing Wahadadar
Somen and Ooksan
Wahadadors Residents of Cheyla Poonjee.

To
The Honourable Company

The written agreement of Mishnee, Bursing, Somen, and Ooksan, "Wahadadors 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 appearances, 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 Rupees 4000 for the payment of which sum we four persons are responsible.

2nd - That from the limestone situated on the banks of the Bogah river in our territory we agree to follow 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.

3rd - 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.

4th - That we promise not to dispute or make war with the Honourable Company or with any of the Rajahs who are in confederacy with the Government.

5th - 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 the 19th of Bhadro 1236 B.S.

In 1829, an agreement was executed by the Sirdars, elders and inhabitants of the conquered district of Soopar Poonjee and allied villages as follows:

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.

Sd/- Oomit Khye of
Soopar Poonjee
Sd/- Oohn Khye of Nongrong
Sd/- Oodoor Cossiah of Noskin.

To
Mr. David Scott,
Agent to the Governor General

Agreement of the Sirdars, Elders and inhabi-
No.16
Filed at Gowhatty on the 12th November 1829.

Nongrong Poonjee and Noskin

Poonjee executed in the year 1829 to the follow-

ing purport:

15. Ibid (CVIII) p.275.
The people of our villages having entered into hostilities with and killed the subjects of the Honourable 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 Honourable Company as being their people, and we agree to obey all orders that may at any time be given regarding us.

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 aforementioned three villages. We are to have 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 Giri, resident of Chera Poonjee
Ram Dolorie, resident of Chera Poonjee
Lal Singh Giri, resident of Chera Poonjee

Sd/- W. Cracroft
A.A.G.G.

Lastly, in 1832, an agreement was executed with Mullai Poonjee (Malai Sphmat) the provisions which run as follows: 16

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

Sd/- Ooksan Rajah
Ooahnloka Rajah

To

The Agent to the Governor General

We, Oksan Rajah and Oomuluoka 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 Cossiaks hill, or otherwise harm or injure any of the Honourable 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 Honourable Company, and if we would obtain any information regarding them, we will send notice of the same to the Government Officers through the Dosahradas.

3rd - That we will not allow the enemies of the Government to come to our Bazar of No Khoreeah Burtikrah when it is reopened.

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 infringed these terms we will abide by any orders that may be passed by the Gentlemen.

To which end we have hereby executed this Recognisance on this November 1837 corresponding with the 7th Aghran 1239 B.S.

Witnessed by:

Mahomed Ansor, resident of Monzah Noigong, Pergunah Mehrum.
BORBARAIE resident of Pergunna Borakheeah, Monzah Monzah Mookergong.
Botlai Dubashla, resident of Pergunna Chorgong.
It should however be noted that from 1853 onwards, all negotiations were conducted by the Political Agent who was stationed at Nongkhlaw. But after sometime he shifted his office to Saitsohpun (Cherra Poonjee). To win the Khasi Syiems to their side, the British executed agreements for political and trading purposes as well as paying of fines and others. However, these agreements and negotiations were signed not on the basis of mutual agreement but by force. It is rather unbelievable that the Khasi Syiems would have surrendered their rights and be dependent on a sovereign power which is foreign to them. It is also quite certain that agreements were signed, perhaps on misinterpretation by Bengali interpreters who were themselves quite ignorant of Khasi language. It was only in 1932 that the Khasi Syiems understood they were deeply wronged by the British.

"It was the British administrators who started to violate and change the Khasi customs of land tenure, inheritance and the judicial system. While they themselves stressed the fact that a Khasi Syiem was not a territorial ruler and had no right or any control whatsoever over the land which belonged to the people, they on the other hand, for their own convenience and profit, ignored the people and recognised only the Syiems when they were in need of land. The fact of the people owning the land was dishonoured by the British Government in the issue of
of sannads to the Syiems. The British denied unilaterally the rights of the people over the land and obliterated their administrative and judicial system within the elaka. They issued pattas to the people and levied land revenue from them. The Agreement entered between the Raja of Myriaw and the British in 1829 after his territory had been invaded and taken by the British did not contain any clause under which the Syiem had to cede lands to the British or that his judicial powers be curtailed.\(^\text{17}\)

The British themselves remarked that "the people govern themselves through their elected rulers who are bound to follow the advice of their durbars". Yet, it was the British Government which at the same time made the Syiem, an instrument of their rule, discarding the salutary customs of the people. Sir Keith Cantlie in his "Notes on Khasi Law", writes "The Syiem embodies the common will. His authority is derived from the groups of clans who make him syiem over them. He rules by their consent and is obedient to the ideals of the corporeal and incorporeal weal of the groups."\(^\text{18}\)

In 1932 when the Khasi ruler realised that the succeeding treaties had been palmed off on them, in the same year, in their memorandum submitted to the Indian States

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Inquiry Committee the Khasi States stated:

"Several varying treaties and engagements were imposed upon the Heads of these States, who were entirely illiterate at that time, by those officers of the East India Company and subsequently by the British Officers when the administration was transferred to the British Crown. These treaties were drawn up under a misconception of the rights and powers of the Heads of those States since these heads were not legally competent to enter into any treaty in respect of lands in those states which did not belong to them. Further, those heads of states were never individual rulers who could issue orders to the people without the sanction of their respective councils. 

In short, when the treaties, Engagements and negotiations were entered into with the British, the latter cared but a straw for the Khasi Syiem or the Treaties - the treaties were honoured more in their breach rather than in their observance. As a result of this, the Khasi States were forcibly annexed by the British. The territories of Muliang State in the plains were annexed to Kamrup district. The State of Nongwah was engulfed within the Kamrup district. Nongkhlaw State lost the territories in the plains in spite of the agreement between the British and Rajen Singh, Syiem of Nongkhlaw which contained no clause that these territories would be given to the British. But the most unjust annexation was on the 15th March 1835, when Jaintiapur and the whole of Jayantia Parganas were tagged on to

19. Extract from a Memorandum to the Indian States Inquiry Committee 1932.
21. Ibid.
Sylhet District and the territories of Gobha were tagged to Nowgong District. Till 1859, the relation between the Khasi Syiems and the British was regulated by such treaties, engagements or negotiations, but from 1859 onwards, when their position became more secure, the relation was regulated by Sanads and Purwanas, relegating the previous treaties and engagements to the background.

The Administration under the Political Agent (1835-1853):

When all opposition was finally overcome, the Agency was established on the 11th February 1835 and Colonel Lister was appointed Political Agent of the Khasi Hills and when Jaintia Hills came under the British, it also came under the rule of the Agency. The treaty with Dewan Singh Syiem of Sohra (1829) also gave Saithsohpen to the British to become the headquarter of the Agency. The Political Agent at Sohra was given the power to exercise his authority over Khasi Hills and the sovereign power was thus transferred from the Syiems or Chiefs to the hands of the British. Theodore Cajee classified the authority of the Political Agency into two.23

1. The power of the Political Agent as the Political ruler:

The Government of India stated "In those villages which have become ours by right of conquest and form the jurisdiction of the Agency, as little interference as possible should be exercised. Those villages which retained their independence, and which have been restored to their former chiefs are only to be interfered politically."

2. The power of the Political Agent as the Magistrate:

A. J. M. Mills stated "When Colonel Lister was appointed Political Agent of the Khasi Hills, he was instructed to exercise magisterial functions in some villages while the Chiefs of others were permitted to retain entire jurisdiction within their own limits. He was empowered to fine to the extent of Rs. 500 and to imprison for two years on proceedings held before him as Magistrate and with the assistance of the Panchayat, to imprison for five years. All cases of heinous nature, had to be sent to the Sudder Court. He was further told, as a general rule, to consider those villages under his jurisdiction, "which have become ours by right of conquest, but that in those villages which have all along retained their independence or have been restored by us to their former chiefs" he was desired only to

exercise political control. In cases of a civil nature, the Sudder Court was empowered, on an inspection of the agents periodical returns or on a petition being presented to it, to call for and revise his proceedings. At the same time, Harry Inglis was appointed to be the assistant to Captain Lister with full powers to punish, to the extent of one years’ imprisonment and Rs.200 fine, his proceedings being always subject to the revision of the agent. According to Act VI of 1835, the Political Agent of the Khasi Hills was placed in civil and criminal cases under the control and supervision of the Sudder Dewanny and Nizamat Adawlats respectively and according to order No. 193 of the 29th September 1835, it authorised the extension of the jurisdiction of the court to Jaintia Hills. So far as Act VI of 1835 was concerned, strictly speaking, it had no force over Jaintia Hills because the Jaintia Hills was not under British rule. Shortly after, with the acquisition of Jaintia Hills and the annexation of Jayantia Parganas to Sylhet, the Act XXXI of 1836 was passed which enacted that the laws and regulations were extended to Jaintia Hills and Jayantia Parganas.

As regards the administration of the Khasi States by the Political agent, let us consider the cases of Sohra, Mawmluh, Mawsmai and Sohbar in Khasi Hills and the whole of Jaintia Hills which became British Territories.
Sohra was acquired through a Treaty with Dewan Singh, Syiem of Sohra, Mawmluh and Mawsmai were acquired through annexation after they were conquered and Sohbar through an agreement, after it was also conquered by the British. The four Khasi States had their own Sordar or Tymmen Shnong or Headman who could adjudicate and dispose of small or petty cases which could then be appealed to the agent at Sohra. Heinous cases were appealed straightway to the Political Agent. It is also surprising to know that from 1835-1853 no appeals had ever gone to the Political Agent.²⁵ A.J.K. Mills observed that in Jaintia Hills, there were twenty three Doloi and Sirdars who were in charge of certain villages; they investigated all petty cases of civil and criminal nature within their district. Till 1841, the Doloi were empowered to try cases other than criminal cases, but from that year onwards, they were empowered to try cases worth ₹50. Usually, the Doloi were also elected annually, but in 1850, the Agent authorised the people to elect their doloi once every three years. Doloi, however, held office during good conduct.²⁶

There were, according to A.J.M. Mills, 24 Khasi States, 20 of these states had executed an agreement

²⁵(a) Ibid.
(b) Cajee, Théodore i Ka history jong ka Jingsynshai i a ka ri khasi bad Jaintia.

²⁶. Ibid (b)
with the British Government - 4 States of Khyrim, Nongspung, Nongstoin and Langrin had no agreement with the Government. Sohra, out of the 20 States, had its own agreement with the British ever since Dewan Singh Syiem of Sohra, which was subsequently renewed and ratified by different Syiems of Sohra. In the remaining 19 Khasi States, the Khasi Syiems were under British control. They could decide cases other than criminal cases, that is, if these cases concerned his own subjects, in cases arising between the citizens of one Khasi State and another Khasi State or with people of the plains or Europeans, the British Government disposed of such cases.

The reason, why the British Government took away the power of the Khasi Syiems in criminal matters was, that the Khasi Syiems had no police force of their own. It is no wonder therefore, that the Khasi Syiem till today still exercises authority in civil matters only. Mills observed, "There is not a police thana in the Jeintia Hills. The single thana of the agency is at Chere ...... The authority of the Dolois is quite uncontrolled and no municipal police exists for the prevention of crime, nor yet for the detection and punishment of petty offences." 27

It was also felt by the British that the administration of justice in the Khasi Hills court was the

27. Ibid.
subject of bitter criticisms not only by the Khasi subjects but by others. In the case of Thomas Jones, versus Hajar Singh, Syiem of Mylliem, Harry Inglis, was blamed by Thomas Jones for making the Khasi Syiem of Mylliem as "a mere tool", and in his letter to Colonel Lister he wrote "I may have to advice against your assistant Mr. Inglis, if you only substitute the words "son-in-law" for "assistant" and take into consideration the fact that investigation would be made through the medium of that court against which I complain, you will at once perceive why I object to it without the remotest insinuation against you as a gentleman of honour. I hold it absolutely impossible for you or any other person so situated to be an impartial judge of complaints preferred against your son-in-law and there is no man of ordinary common sense on the Hills that would think of complaining against Mr. Inglis to you and have those complaints investigated by the court where his influence is supreme ......... This is the real cause why these poor Khassias have been obliged to submit quietly to such horrible oppression and injustice for so many years ..... The disclosure will be very painful to you nevertheless justice imperatively demands that you should call for an immediate investigation by another Court".

29. Letter from Thomas Jones to F.I.Halliday Esquire - Cherra August 21, 1848.
30. Letter from Thomas Jones to Colonel Lister 1848.
Accordingly, the Commissioner of Dacca, Mr. Dunbar has been ordered to proceed to Sohra for the purpose of enquiry. Pending the investigation, it was felt, Mr. Inglis must be suspended. Apart from this, according to A.J.M. Mills, a proposal was made that the agent to the Government should be vested with the full powers of a Magistrate in the Khasi and Jaintia Hills, and should manage the relation between the British Government with the Khasi Chieftains. He said that he might or might not be placed in the command of the Corps, but he should be an officer of experience and judgement and it should be made a sine quanon condition of his holding the civil appointment and he should make himself conversant with the language of the people. The business of the Court was conducted through the agency by an interpreter, which is objectionable, and Bengali which was a language quite alien to the people could be safely replaced by English language and the proceedings should also be recorded in English.

In 1849, Colonel Lister suggested the imposition of Land tax. But according to Colonel Lister again "A tax on land is unknown amongst the Khasias. The revenues of the Khasi Chiefs are derived from judicial fines and tolls levied on all goods in the markets of their villages. These tolls vary in amount according

31. Letter No.295 - from officiating Secretary to the Government of Bengal to Colonel Lister, Political Agent of the Cossiah Hills - 21 November - 1848.
to the situation of the villages and are either paid in money or in kind. The tolls are levied per load or according to the articles, one pice each man's load...."
The British Government did not exact any taxes in the British areas of Khasi Hills except on certain drugs at Sohra. In Jaintia Hills, there was also no imposition of taxes except leasing of Lakadong quarry and money collected for the disposal of goats or blang nguh syiem (goat offered to the Syiem) by the Dolois.

In accordance with the enquiry made by P. J. N. Mills on the political agency of Khasi and Jaintia Hills and having found many loop-holes, he remarked "I am constrained to add that the Cherra Court has lost the entire confidence of the people". Lord Dalhousie suggested the enactment of a complete set of rules and procedures suited to the usages and institutions of the country. Secondly, a careful enquiry should be made with the customs, habits and institutions of the Jaintia territory. Thirdly, the five principal states would be left undisturbed. Lord Dalhousie suggested that the British Government would lease conformably to the terms of the agreement made with the Syiem of Sohra and to subsequent invariable and unquestioned practice, the trial of all cases, civil and criminal in which his own

33. (a) Ibid.
(b) Cajeer, T : Ka Histori jong Ka jingsynshar ia ka ri Khasi bad Jaintia.
34. Ibid.
subjects alone are concerned. The position of the other nineteen states would remain the same but definite rules must be framed. Fourthly, in the four British areas of Sohra, Mawmluh, Mawsmai and Sohbar of Khasi Hills and the whole of Jaintia Hills, the Sirdars or Doloi should still continue under certain checks to exercise jurisdiction in petty cases. But the people must be encouraged to appeal to the agent so that the power of the British Government could be felt all the more, and according to the Government, to put down all unlawful practices. Fifthly, the Government had no desire to demand from any of the semi-independent Khasi Systems any additional payment either by way of revenue or tribute although the expense incurred by them from mutual aggression and secured to them the advantage of peace and good Government. Lastly, the Government felt that in exclusively Khasi villages, it had the right to receive as revenue at least such portion of the produce as went into the hands of the former Systems but the agent would enquire in what way taxes could be imposed in such areas. "There is no law and as little justice" - remarked the Governor General. As a matter of fact, to bring back normalcy, he felt that administration of justice should be secured by curbing the power of the

35. Ibid.
36. Ibid.
37. Ibid.
38. Ibid.
Political Agent, and by removing his assistant Lieutenant Cave. The best way according to him would be to place Khasi and Jaintia Hills under the Commissioner of Assam as Garo and Cachar. On the 10th April 1854, C.K. Hudson was appointed as the first Principal Assistant Commissioner of the Khasi and Jaintia Hills. A junior Assistant Commissioner was also appointed as the administrator of the British portion of the Khasi-Jaintia Hills simultaneously functioning as Political agent to the Khasi states.

It is strange to note that no Notification was issued constituting the Khasi and Jaintia Hills into a District and placing it under the Commissioner of Assam. In paragraph 5 of the Report of W.J. Allen (1858) it is stated, "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."

In 1861, the term "Principal Assistant Commissioner" was replaced by the term "Deputy Commissioner" and Major E.A. Rowlatt was the first Deputy Commissioner of Khasi and Jaintia Hills district.

39. Ibid.
In conclusion, we can say that the period 1824-1835 has been termed as a period of agreements and negotiations, when the British first set foot on these hills, they craftily managed to manipulate the Khasi rulers through friendship and negotiations. Thus, when the bigger Khasi States were brought under the control of the British in their uprising against the British either through annexation or conversion of Khasi states into British territories till 1835, the rule of the political agency was established as a political interlude in Khasi and Jaintia Hills. The establishment of the political agency created an impact not only on the conquest of Khasi Hills by the British but also on the administrative and political sway over these hills. This was a means to curb the power of the Khasi rulers from all possible quarters so that the British would be in a position to establish their real paramountcy over Khasi and Jaintia Hills.