CHAPTER VII
CHAPTER - VII

SANNADS AND PURMANAS


The British found that the agreements and negotiations with the Khasi Syiem had not worked well to secure all what they wanted ever since their penetration into the hills. Having felt more secured, the British decided to bring all Khasi rulers under their political subjection and suzerainty. Hence, in 1859, the British issued sannads which were appointment letters issued under the seal and hand of the British Government confirming the election or appointment of any Syiem or Wāhādadar as the case might be according to the terms and conditions which run as follows:

You ........ having been selected Syiem of the state of ........ in the district of the Khasi and Jaintia Hills, this Sannad ratifying your election and appointing you syiem is conferred upon you on the following conditions:

1st - You shall be subject to the orders and control of the Deputy Commissioner of the District of the Khasi and Jaintia Hills who will decide any dispute that may arise.

1. Letter No. 5137 - P, dated Shillong, the 21st September 1909, from the Officiating Judicial Secretary to the Government of Eastern Bengal and Assam, to the Commissioner Surma Valley and Hill Districts.
between yourself and the chief or any other Khasi chief. You shall obey implicitly any lawful orders which the Deputy Commissioner or other officer authorised on that behalf by the Local Government, may issue to you.

2nd - You are hereby empowered and required to adjudicate and decide all civil cases and all criminal offences except those punishable under the Indian Penal Code with death, transportation or imprisonment for five years and upwards, which may arise within the limits of the state, in which your subjects alone are concerned. In regard to the offences above excepted, you shall submit an immediate report to the Deputy Commissioner of the Khasi and Jaintia Hills and faithfully carry out the orders he may give concerning their disposal. And you shall refer all civil and criminal cases arising within the limits of your state in which person other than your own Khasi subjects may be concerned, for adjudication by the Deputy Commissioner of the Khasi and Jaintia Hills or by any other officer appointed by him for that purpose.

3rd - The Local Government shall be at liberty to establish civil and military sanatoria, cantonment and posts in any part of the country under your control and to occupy the lands necessary to that purpose, rent free.

If Government wishes at any time to construct a railway through your territory you shall provide the land required for the purpose without compensation, save for occupied land, and shall render to the Local Government in this behalf all assistance in your power.

4th - You hereby confirm the cession to the British Government by your predecessors of all the lime, coal and other mines, metals and minerals found in the soil of your state and of the right to hunt and
capture elephants within your state, on condition that you shall receive half the profits arising from the sale, lease or other disposal of such lime, coal or other minerals or of such right. On the same condition, you confirm the cession unoccupied by villages, cultivation, plantations, orchards etc. which the British Government may wish to sell or lease as waste lands.

5th - You shall not alienate or mortgage to any person any property of the state, movable or immovable, which you possessed as chief of the state.

6th - You shall not, without the sanction of Government lease or transfer, or allow to be leased or transferred to persons other than your own Khasi subjects any land or lands in your jurisdiction.

7th - You shall cause such areas as may be defined by the Local Government for that purpose to be set aside for the growth of trees to supply building timber and firewood to the inhabitants of the state. You shall take efficient measures to secure these areas against destruction by fire and by jhooming.

8th - You do hereby confirm the agreement given by your predecessors regarding the trial by the Deputy Commissioner alone of suits for divorce and other matrimonial cases arising between Native Christians who have been married in accordance with provisions of the Indian Christian Marriage Act XV of 1872.

9th - If you violate any of the conditions of this Sannad, or in the case of your using any oppression or of your acting in a manner opposed to established custom or in the event of your people having just cause for dissatisfaction with you, you shall be liable to suffer such punishment as the Local Government subject to the control of the Government of India may think proper to inflict.
10th: According to the conditions above enjoined, you are hereby confirmed sylem of the state ..., in the Khasi Hills. In virtue whereas this sannad is granted to you under my hand and seal this ..., day of ..., 19.....

Lieutenant Governor of Eastern Bengal and Assam

Speaking of the development of Sanads from one form to the other, they can be classified as follows:

1. Agreements before 1859.
2. Separate agreement (1859) regarding waste lands.
3. Agreements (1856–1864)
4. Agreements (1867)
5. Agreements (1875)

W.J. Allen, member of the Board of Revenues, Lower Provinces, suggested to the Government of Bengal for a permanent lease of all lime quarries, that the owners would receive, half the profit arising from the sale, lease or other disposal of such minerals. According to Theodore Cajee, all the agreements written in Bengali are not the same. Twelve of these agreements refer to the fact that the agreements were executed with the consent of the State Durbar. The remaining agreements were not executed with the consent of the State Durbar. The agreements executed between 1859 till 1862 with the states of Mylliem, Bhowal, Nongstoin and Malaisohmat show the agreements signed by the Assistant Commissioner in Sohra (Cherapoonjee).

2. Cajee, T - Ka Ain U Khasi - p.69.
In 1867, a general form of agreement was prescribed by the British which runs as follows:

I ....... resident of ......... Ilaka ......... having been appointed to the chiefship of the said Ilaka ......... here agree and promise that I will conduct myself agreeably to the following rules:

1. I consider myself under the orders and control of the Deputy Commissioner of the Cossiah and Jynteah Hills and in the event of any disputes arising between myself and the chiefs of any other state, they shall be decided by the Deputy Commissioner of the Cossiah and Jynteah Hills or any other duly authorised officer appointed by the Lieutenant Governor of Bengal.

2. I will adjudicate and decide all civil and all criminal cases not of a heinous kind which may happen within the limits of my state, and in which the people of my territory alone are concerned; but in regard to heinous offences I will report their occurrence immediately to the Deputy Commissioner of the Cossiah and Jynteah Hills and will take upon myself the arrest of persons concerned, whom I will deliver up to be dealt with by the Deputy Commissioner or other officer appointed by him for that purpose.

3. In all disputes which may arise with other Cossiah chiefs and in all cases in which

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persons of other states, Europeans or Natives of the plains, may be concerned within the limits of my territory. I promise to refer the matter of adjudication by the Deputy Commissioner of the Cossiah and Jyntesh Hills or other duly constituted British authority. The authority of the British Government in connection with my chiefship extends so far that, in case of my using any illegality or in the event of my people being dissatisfied with me, Government will be at liberty to remove me from my said rank and appoint another chief in my stead.

4. I bind myself to submit to all orders issued by the Deputy Commissioner of the Cossiah Hills or other duly authorised officer and to make over on demand all refugees and civil and military offenders coming to or residing within my territory.

5. I also agree to supply any information relative to my territory and its inhabitants whenever I may be required to do so by the officers of the British Government. I will always use my best endeavour to maintain the well being of the people residing in my territory and I will give aid and protection with all my might to Government Officers and travellers passing through. Also to people of other illakas residing in my territory. I will also endeavour to facilitate free inter-course and trade between the people of the territory under me and the people of other district and states.
6. I acknowledge the right of the British Government to establish civil and military sanatorium, cantonments and posts in any part of my state, and to occupy the lands necessary for the purpose rent free. I will give the Government every assistance which may be required in opening roads within my state.

7. I will implicitly obey all orders issued to me by the Deputy Commissioner of the Cossiah and Jynteah Hills; otherwise I agree to suffer fine or such other penalty for my misconduct as the Government may think fit to inflict.

8. I hereby add my agreement to the cession by my predecessors of the lime, coal and minerals within my state on condition of receiving half the profits arising from their sale, lease or other disposal and on the same terms of the cession also of all such waste lands being lands at the time unoccupied by villages, cultivation, plantation, orchards etc. as may be required to be sold as waste lands.

Fully understanding the terms of this engagement, I hereby affix my hand and seal this ............ day .......... 1867. The general form of agreement in 1875 runs as follows:

"I ............... having been appointed (His Excellency and Viceroy and ....... Governor General of India, or by this ...... Chief Commissioner of Assam (as the ............. case may be)) ...... to be the chief of the state of ............. in the
district of Cossiah and Jynteah Hills, do hereby agree and promise that I will in the administration of the said state, conduct myself agreeably to the following rules: 

1. I consider myself to be under the orders and control of the Deputy Commissioner of the District of the Cossiah and Jynteah Hills. In the event of any dispute arising between myself and the Chief of any other Cossiah state, such dispute shall be decided by the Deputy Commissioner of the Cossiah and Jynteah Hills or by any other officer duly authorised in that behalf by the Chief Commissioner of Assam or by the Government of India.

2. I will adjudicate and decide all civil cases and all criminal cases, but of a heinous kind, which may arise within the limits of the state, in which my subjects alone are concerned I will report the occurrence of heinous offences within the limits of the state immediately to the Deputy Commissioner of the Cossiah and Jynteah Hills and will arrest the persons concerned in them, whom I will deliver up, to be dealt with by the Deputy Commissioner, or by any other officer appointed by him for that purpose. I promise to refer all civil and criminal cases arising within the limits of the State in which the subjects of other Cossiah States or Europeans or Natives of the Plains may be concerned, for adjudication by the Deputy Commissioner of the Cossiah and Jynteah Hills or by any other officer appointed by him for that purpose.
3. In case of my using any oppression or of my acting in a manner opposed to established custom or in the event of my people having just cause for dissatisfaction with me, the Chief Commissioner of Assam may remove me from my chiefship and appoint another Chief in my stead.

4. I will surrender to the Deputy Commissioner of the Cossiah and Jynteah Hills, on demand, all civil or political offenders coming to or residing within my jurisdiction.

5. I will supply any information relative to the country under my control and its inhabitants whenever I may be required to do so by the Deputy Commissioner of the Cossiah and Jynteah Hills, I will always use my best endeavours to maintain the well being of the people subject to my rule, and I will give aid and protection with all my might to officers of the British Government and travellers passing through, also to people of other jurisdictions residing in my jurisdiction. I will also endeavour to facilitate from intercourse and trade between the people of the State under me and the people of other districts and states.

6. I acknowledge the right of the British Government to establish civil and military sanatoria, cantonments and posts in any part of the country under my control, and to occupy the lands necessary for that purpose rent free. I will give to the British Government every assistance which may be required in opening roads within the state of ......
7. I will implicitly obey all orders issued to me by the Deputy Commissioner of the Cossiah and Jynteah Hills or other officers duly authorised in that behalf by the Chief Commissioner of Assam or by the Government of India. In case of my violating this rule, I shall suffer fine or such other penalty for my misconduct as such officer may think fit to inflict.

8. I hereby agree to the cession by my predecessors of the natural products of the soil of the state viz, lime, coal and other minerals and of the right to hunt and capture elephants within the state on condition that I shall receive half the profits arising from the sale, lease or other disposal of such natural products of such right. On the same condition, I agree to the cession of all waste lands, being lands at the time unoccupied by villages, cultivation, plantations, orchards etc., which the British Government may wish to sell or lease as waste lands.

9. I will not alienate to any person any property of the State, movable or immovable, which I possess or of which I may become possessed as chief of the State.

10. I will cause such areas as may be defined by the British Government for that purpose to be set aside for the growth of trees to supply building timber and firewood to the inhabitants of the State. I will take efficient measures to secure these areas against destruction by fire and by jhooming.
Further, in 1877, a revised form of sannad was prescribed which indicates that most of the modifications suggested are merely verbal alterations, consequent on the recent change in the form of administration of the Province. An observation of some of the material changes proposed may be noted. First in Clause II the words "persons other than your own Khasi subjects" have been substituted for the words "the subjects of other Khasi states or Europeans or natives of the plains" as expressing in a more comprehensive way than before the original intention of the clause.

Secondly, Clause VI, restricts the power of the Khasi ruler to lease or transfer land in his jurisdiction. The condition is not without precedent as it has been taken from the Bengali agreement executed by U Hajar Singh Syiem of Mylliem in 1859, a document which does not appear to have been included in volume I of Aitchison's treaties. Under the terms of this agreement, the Syiem or Chief has no power to lease lands to Europeans or Bengalis without the sanction of Government. The object of this provision was, as can be seen from para 7 of Mr. W. J. Allen's letter No. 877 dated the 22nd September 1858, to the Government of Bengal, to prevent European

5. Letter No. 2024 - J, dated Shillong, the 2nd June 1909, from the Secretary to the Government of Eastern Bengal and Assam, Political Department, Political Branch to the Secretary to the Government of India, Foreign Department.
and other outside people from obtaining concessions from the Khasi Syiems without the intervention of Government. According to the British, some of the Khasi Chiefs were still, as then, very ignorant and instances of undesirable exploitation in and near the station of Shillong have come to light. As Khasi custom does not sanction alienation of land to foreigners, the Lieutenant Governor was constrained to issue orders that no lease or transfer of land in a Khasi State to Europeans or natives of the plains would be recognised by Government unless made with its previous approval. It appears that there was an impression that existing Clause V was sufficient to cover and control leases etc. of the kind referred to but the Lieutenant Governor thought that it was not clear and therefore considered the insertion of Clause VI necessary to make the position clear.

It will also be seen that the revised clause as drafted, restricts the acquisition of land even by Khasi subjects of another state without permission. Such acquisitions not infrequently lead to trouble between rival Syiems.

Thirdly, in Clause VIII it was proposed to substitute the word "control", thus bringing the clause in conformity with the existing practice under which the Local Government has hitherto inflicted punishment on a Syiem for violation of any condition of the Sennad
without reference to the Government of India.

Fourthly, the confirming authority mentioned in Clause I was the "Lieutenant Governor". In 1875 and 1877 the words "the Chief Commissioner" of Assam or the "Government of India" were substituted. In other words, the Sannads or Parwanas were first signed by the Viceroy then by the Chief Commissioner and finally by the Deputy Commissioner. No doubt there was a psychological effect on the Sannads, that the Syiems and other classes of Khasi rulers were very much looked down by the British.

Fifthly, Clause III has been inserted in accordance with the orders of the Government of India conveyed in Foreign Department letter No. 2593-E.C. dated the 15th July 1907.

Sixthly, it was also proposed for the insertion of a Clause regarding jurisdiction in matrimonial suits in the Sannad. The Syiem should therefore accord his assent and agreement to the trial of suits for divorce and other matrimonial cases arising between native Christians who have been married in accordance with the Christian Marriage Act XV of 1872.

Seventhly, in a letter to the Chief Commissioner of Assam, it was proposed that in all future applications for Sannads for Syiems entitled to receive them from the
Governor General, it was distinctly stated whether at the time of the death or deposition of the previous Syiem, there existed any lease of state products granted by the Syiem, such as lime, coal etc., referred to in Clause-IV which had not come under the terms of the previous agreement or Sunnud or whether any areas should be set aside for the growth of trees in accordance with Clause-VI. This clause would be inserted when considered desirable.

Eighthly, in addition to Clause-VIII, it was also suggested that the Syiem should agree to the cession, on the same condition, on the expiration of the existing leases of lime, coal and other mines, metals and minerals and of such waste lands of the state as might have been leased by any of the Syiem's predecessors. This Clause should be inserted only when any lease existed which has been granted by a Chief to any private individual.

Ninethly, a Clause was to be inserted regarding land for railways. With reference to two petitions According to letter No.291-T, dated the 24th April 1907, from the Sardars and others of Maolong (Kawlong) regarding the acquisition of certain lands in that state for the construction of the Dwarah Therria Railway, the resolution of the Government of India stated that the

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7. No. 2369 P., dated Simla, the 15th October, 1877.
9. Foreign Department No.2870—I, dated the 28th August 1890.
Government has the right to require native states to surrender lands for the construction of railways and was not bound to pay compensation or to make Railway Companies to pay compensation for such lands, compensation might be paid in exceptional cases. Therefore the Government of India held that the objections of the Sardars were entirely untenable and the fact that the land taken up for the Ichamati Terminus shall or shall not be given back to state and that too will depend on the orders passed on the cause, according to the notice served to them. Accordingly, it was suggested that for the smooth working of this clause, i.e. the acquisition of lands in the Khasi States for railway purposes, sufficient information should be supplied to the Sylhems and others concerned and it should be embodied in their Sannads or agreements. The following words should be added to Clause VI of the form of Agreement.  

"If Government wishes at any time to construct a railway through the territory of ..., I or we shall provide the land for the purpose, free of cost, except that of the compensation awarded by the Deputy Commissioner to the actual occupiers of occupied land and shall help Government as much as possible. The purport of this clause regarding acquisition of land for railway purposes should also be inserted in the form of appointment Parwanas to the Sardars, Lyngdohs and Wahadadars."  

Lastly, the Sardars, Lyngdohs and Wahadadars were...

10. Letter No. 1394 P, dated the 13th May 1875 from the Government of India in the Foreign Department.  
11. Letter No. 1539 T from J.C. Arbuthnott Commissioner Surma Valley and Hill Districts to the Deputy Commissioner, Khasi and Jaintia Hills, 31 August 1907.
served Parwanas Which run as follows:\textsuperscript{12}

"You are hereby informed that the Deputy Commissioner of the Khasi and Jaintia Hills District approves of your election by the people of the marginally named village to be their Sirdar (or Longdoh). You should conduct yourself in accordance with the custom of the community and you should carry out all orders issued to you by the British Government.

You should always take care of the public roads that pass through your illaka, you should carefully discharge your duties as Sardar (or Lyngdoh) of .......... in the event of misconduct on your part, you will render yourself liable to dismiss from the Sirdarship of Lyngdohship of ............ Shillong".

It should however be noted that page 86 of Aitchison Treaties stated that it was decided that sannads granted to Syiems should be signed by the Chief Commissioner and that the Lyngdohs, Sirdars etc. should receive a Parwana from the Deputy Commissioner. However, Keith Cantlie observed that such an order according to India's letter No.874 P of 3.5.1878 empowering the Chief Commissioner of Assam to sign sannads of Khasi Chiefs and Deputy Commissioner's letter No.939 of 18.3.78 which apparently led to these orders, unfortunately no longer exists. When and under what circumstances, he again observed lesser dignitaries like the Lyngdoh, the Mahadars and Sirdars receive only on appointment Parwanas, the grant of such Parwana seemed to have been in vogue for quite a long time, remain in the dark. However, no

\textsuperscript{12} Aitchison, C.U. : Treaties, Engagements and Sannads.
distinction seemed to be made between the several chiefs.

The Queen's Proclamation 1858:

Whatever might be the case, in 1858, the British Parliament passed the Government of India Act 1858 after the Sepoy Mutiny. In accordance with this Act, the rule of the East India Company ended and Section 2 of the said Act stated:

"India shall be governed by and in the Name of Her Majesty", Speaking of the relationship between the "States" and the Company, the treaties, engagements and agreements would be honoured and respected. So Section 67 of the Act stated, "All treaties made by the said Company shall be binding on Her Majesty and all contracts, convenants, liabilities and Engagements of the said Company made, incurred or entered into before the commencement of this Act may be enforced by and against the Secretary of State in Council in like manner and in the same Courts as they might have been by and against the said Company if this Act had not been passed". To clarify this further, the Queen's Proclamation stated:

"We desire no extension of our present territorial possessions; and while we will permit no aggression upon our dominions or our rights to be attempted with impunity, we shall sanction no encroachment on those of others. 'We shall respect the rights, dignity and honour of Native Princes as our own; and we desire that they as well as our own subjects should enjoy the prosperity and that social advancement which can only be secured by internal peace and good Government."
But inspite of the Queen's Proclamation and its solemn assurances, there emerged the policy of a New Imperialism which asserted the exalted position of the British Crown in relation to India as a whole. The Proclamation, as it stated, should have preserved the rights and privileges of the people, but it was honoured more in its breach rather than the observance of such rights. Sir Charan Roy in his Khasi paper "U Nongphira" many times strongly criticised the principle of the British in its relation with the Khasi States.

**Grant of Sanads:**

When the Syiem was appointed he was granted a Sannad by the Supreme Government. But the grant of Sanads was limited to nine principal states - Sohra, Khyrim, Nongspung, Langrin, Mylliem, Maram, Myriaw, Nongkhlaw, Nongstoin. Of the nine states, Sohra, Khyrim and Nongspung were the most important. Colonel Bivar therefore suggested to confine the grant of Sannad under the Viceroy's signature to the Chiefs of these states. On 15th April 1875, Colonel Bivar wrote, "I am of opinion that the granting of the Sannads signed by the Viceroy of India is a distinction which should be limited to three states, Cherra, Nongstoin and Khyrim."

13. Foreign Proceedings October 1874 p.27
and that all other Chiefs should receive them from the local Government."  

In 1878, the granting of Sanads was renewed by Lt. Col. Clarke. He wrote that no distinction should be made between the several Syiems of the Khasi states, whose position practically speaking are in every way similar but the Sanad in every case should be signed by the Chief Commissioner. The status of the Khasi Syiems was not one which necessitated the grant of Sanad under the signature of the Viceroy. Colonel Keatinge, the Chief Commissioner agreed with Lieutenant Colonel Clarke. He wrote to the Viceroy, "If His Excellency should not be disposed to adopt this recommendation, the Chief Commissioner would urge that Sanads under the Viceroy's own hand are necessary only in the case of three leading states of Cherra, Khyrim and Nongstoin". At the same time Keatinge said that these "so called leading States are, however very petty both in size and in importance". The Sanads were issued to all the Syiems and the Lyngdohs, Sardars and Tahaddars were given Parwanas. Till 1878, Sanads were signed by the Viceroy but from 1878 they were signed by the Chief Commissioner for some years. In order to indicate that the position of the Syiem was inferior they were signed by the Commissioner of the

15. Ibid.
Surma Valley and the Hill Division. The Parwanas were signed by the Deputy Commissioner.

Let us then examine the clauses of the Sanads and the Parwanas and the impact they had on the Khasi rulers and the people in general. In the first place, the Sanads or Parwanas would bring the Khasi Siyems or Wahadadars under subjection. All judicial adjudication of the Khasi rulers were to be reported to the Deputy Commissioner Khasi and Jaintia Hills.

Secondly, the British Government insisted that it should have the ultimate right to establish civil and Military Sanatoria, cantonments and posts in any part of Khasi and Jaintia Hills. It also insisted that Khasi rulers should cede to the Government the right over all lime, coal and other metals and minerals within their jurisdiction. The Government also demanded the right to hunt or capture elephants for which the Khasi rulers would be given half of the profit arising from the sale.

Thirdly, the Khasi rulers could not alienate or mortgage to any person any property of the state movable or immovable which they possessed. They should not, without the sanction of the Government, lease or transfer or allow to be leased or transfer to persons other than their own subjects any land or lands within their jurisdiction.
Fourthly, the Khasi rulers must preserve the growth of trees to supply building timber and firewood to the inhabitants of the State. They should take efficient measures to secure these areas against destruction by fire or by jhooming.

Fifthly, the Khasi rulers were to consent to the agreements agreed upon by their predecessors regarding the trial by the Deputy Commissioner alone of suits for divorce and other matrimonial cases arising between native Christians who have been married in accordance with the provisions of the Indian Christian Act XV of 1872.

Sixthly, the Government had the right to acquire land for the construction of railways and the native states had no right to demand compensation, it may be compensated at the discretionary power of the British Government.

Seventhly, the British Government assumed power to extend British laws into the States.

Lastly, the Khasi Sylens or Wahadadors should carry out the clauses and provisions of the Sanads and Parwanas to the full satisfaction of the Government, failing this shall entail the dismissal of such Ruler from his state.

The people resented the arbitrary provisions of the Sanad and a memorandum was presented to the Government on the following grounds:

1. That the Syiem had no right to alienate land or minerals without the consent of the people (Ki khun ki hajar).

2. Even if the agreements of 1859 were executed with the consent of the people, it is not at all certain who constituted the Durbar.

3. If the agreement and consent of the people was secured, it only means that it was done through ignorance.

4. That permanent leasing of all waste lands would be detrimental to the Khasis who used to practise shifting cultivation.

5. That the right of establishing civil and military cantonments or health resorts on land free of rent would be unfair to the private owners.

6. That the orders issued by the Government in accordance with Clause-I of the Sanad, means an order to the Syiem alone and it does not include the people.

7. Some Khasi Syiems opined that their State Durbars have the ultimate authority to decide cases, except those heinous crimes as pointed out in the Sanad under the Indian Penal Code, but this authority has been taken away from them.

8. The Syiems have no right whatsoever to get half the profit arising from minerals in Ri Kynti or even Ri Raj land, if those Ri Raj lands are situated in the villages or villages, because the people who have the right to receive are those who constitute the State Durbar. Any benefit from the forests must go to the dorbar of the village or raj. 19

Further, if we examine the Sanads from another standpoint, we shall find as, T. Cajee pointed out that the Deputy Commissioner or the British Government in general had a great influence on the Khasi Rulers. First,

19. Ibid rpp.98 - 101
the citizens or "ki khun ki hajar" of any state were given the right to appeal to the Government if the verdicts of the Syiem or the Sordars were dissatisfactory. Before the advent of the British no such appeals were in existence, the power and influence of the Syiem and the Dorbar was held in sacred and in high esteem. Secondly, the surrender of criminal administration of the Syiem to the Government, because the Syiem had no police force of their own, has tantamounted to the decrease in the power of the Syiem. Thirdly, the Syiem were extravagant by nature and the people were inquisitive and critical that the revenue of the state must be used not only for the personal benefit of the Syiem and his family but for the general welfare of 'Ki khun ki hajar'. Fourthly, it is the custom that laws and acts of Khasi States must be framed and enforced in accordance with the customs and traditions of Khasi polity. But as it was, the illiteracy of the Khasi Syiem was a great handicap because laws could not be framed in the nature of the changing pattern of life of the Khasis. Hence, the British framed laws convenient to their rule and these foreign laws governed the Khasi States. The growth of laws and conventions perhaps, was beyond the scope of the understanding of the Kh si Syiem. Fifthly, giving the British Government, the right to establish civil and military sanatoria, 20.

cantonments and posts in any part of the country rent free, cession of lime, coal and minerals to the Government on condition of receiving half the profits arising from their sale or lease or disposal, mean the giving away of the sovereign right to the Government in their own 'Hima' or State. Getting royalty or half the profits will be meaningless, if the political sovereignty is taken away from the hands of the Khasi Syiem. Sixthly, waste lands or unoccupied areas or "Ki law Sorkari" or "law Shnong" must be in every Khasi state for the general public but they must be under the supervision of the Syiem and the hima. But all waste lands according to the sanad, can be occupied by the Government.

Accordingly, from 1859 onwards, several agreements were signed by the Khasi Syiem or wahadadars with the British Government either in the form of Sanad or Parwana or any such agreement. Conditions of an agreement were first imposed by the British Government on the Rajah of Nongkhlaw and his successor\(^{21}\) which runs as follows:

1. The Rajah is to consider himself under the general control and authority of the political Officer at Chera Poonjee, to whom he must refer all disputes between himself and the chieftains of other Cossiah States: and he is clearly to understand that he holds his appointment under authority from the British Government, which reserves to itself, the

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right of removing him from office, and of appointing another chieftain in his stead, if he should fail to give satisfaction to the British Government and to the people of the district.

2. The Rajah must reside in the Nungklow district and he is to be permitted to decide in open Durbar, with the assistance of his Muntrees, Sirdars and Elders, according to the ancient and established customs of the country, all civil suits and criminal cases occurring there that are beyond the cognisance of the Police, and in which only the people of the Nungklow district may be concerned. All cases in which Europeans and inhabitants of the plains or of other Cossiah States are parties, are to be tried by the Political Officer at Chera Poonjee.

3. The Rajah is to obey orders issued to him by the Political Officer at Chera Poonjee and to make over on demand to the local authorities all refugees and civil and political offenders coming to, or residing in, the Nongklow district.

4. The Rajah is to furnish information regarding the Nongklow district and its inhabitants, whenever he may be required to do so by the Government Officers to render every assistance in developing the resources of the country, to give every help and protection in his power to Government officials and travellers passing through the country or to settlers residing there, and to use his best endeavours to facilitate free intercourse and trade between the people of the country and British subjects and the people of other Cossiah states.

5. The British Government reserves to itself the right of establishing military and civil sanatoria, cantonments and posts, in any part of the Nungklow district where they may be required of occupying rent free, and land that may be required for these or other Government purposes, and of opening roads in any direction through the country, in which matter the Rajah must render his assistance when required.
6. The Rajah must make grants of the waste lands in Nungklow upon the same terms as these may be adopted at the time being by the British Government in granting out its own waste lands.

Similar agreements were also executed by the Chiefs of Moleem and Bhawal Poonjee.

In 1863, the agreement executed with the Syiem of Mylliem, U Mile Singh Syiem, where the Syiem of Mylliem renounced his sovereign and personal rights to the Government. The agreement runs as follows:

"Whereas it was stipulated in the agreement entered into by me, Melay Singh, Rajah of Moleem, under the 19th March 1861, with the British Government, that the right of establishing civil and Military sanatoria, posts and cantonments, within my country should remain with the British Government. Whereas Lieutenant Colonel J.C. Haughton, Agent to the Governor General, North East Frontier, under the instruction of the said Government has selected, for the purpose of civil and military sanatoria etc. the land hereafter described. I hereby renounce, with the advice and consent of my Muntrees, and the heads of my people, all sovereign and personal rights therein to Her Majesty, the Queen of England and the British Government. It is, however, stipulated, should the proprietors of any of the lands within the limits here-in-after described be unwilling to see or part with their land to the British Government, the said persons shall continue fully to enjoy the same without impost or taxation as here-to-fore, but that in all respects the jurisdiction and sovereignty of Her Majesty, the Queen of England and of the British Government, and the Officers of Government, duly appointed, shall extend over the said land and over all persons residing thereon and to all offences committed there within.

22. Ibid No.LXXXIX pp.247-249.
Boundary:

The boundary of the lands of Oo Don Sena to the South and East of the Oom Ding Poon stream which have been purchased; the boundary of the lands of Ka Stang Rapsang south of the stream, south of the Oom Ding Poon adjoining the village of Sadoo, which have been purchased; the boundary of lands of Oo Bat Khadakee touching one Oom Ding Poon stream which have been purchased; the boundary of the lands of Ka Doke adjoining the last named which have been purchased, the boundary of the land of Sooaka adjoining the last named which have been purchased, the boundary of the Shillong lands which have been purchased from which point the boundary will follow the north and West sides of the present Government Roads till the boundary of the lands of Borjon Muntree which have been purchased, is met. It will then follow the boundary of the said Borjon land till the boundary of the said land again meets the Government road now existing, which it will follow, till the boundary of the Raj lands purchased are met. It will follow the boundary of the Raj lands till that dividing the Langdo lands of Nongkseh from the Raj lands and the lands purchased from OoReang Karpang of Nongkseh and will go between the two lands on the east side of a hill by a path till the boundary stone of Langdo of Nongkseh at the head of a water course is met. It will then follow that water course to the junction of it with the Oom Soorpee, leaving the Hill the Langdo Jungle of fir trees on it to the left or north and west side. The boundary will then cross the Oom Soorpee river and ascend by a ravine opposite inclining somewhat to the right hand to monumental stones (Mawshin Ram) near one of which a peg and pile of stones is placed. The boundary will then descend the hill backwards towards the point of Youdooe Hill, that is, the hill on which the Youdooe Bazar is held, to a pile of stones and a peg not far from the Government road which it crosses and not far from the Oom Soorpee river. The boundary thence turns north east by ascending the hollow to the ridge which divides the water flow, on which is a mark to the hollow of the North East, which it follows by the water to the Oom Kra river leaving the Youdooe Bazaar Hill and the village of Mao Kra on the left hand. The boundary thence turns eastward
following the base of the hill and excluding all cultivations in the plains including within it the hill lands given to the Government by Oo Beh till the lands of Oo Dor given to the Government are met, whence the boundary, in the same way, follow the base of the hills excluding the cultivation in the plains till the river Pomding Neyam is met. Opposite a cave at the mouth of this stream, when it enters the plain, a peg and a pile of stone is met. The boundary thence follows the same stream to its head in the rice lands of Oo Beh aforesaid; thence it follows the foot of the hills, leaving the village of Limera to the left or east side, and excluding the rice cultivation of Oo Beh, including the hill land given by him to Government till it reaches the head of the said rice cultivation where it turns sharply to the left or east between two hills till it reaches the banks of the stream Oom Ponteng Kom the downward course of which it follows till the junction of the same river, now called Oom Soorpee, with the Oom Jusai is reached. This river is the boundary till its source is reached from a pile of stones, near which, marking the boundary of land purchased from Oo Don Sena, the boundary crosses over south westerly to the point where the Oom Shillong makes a bend; at that point stones have been placed ten fir and five Oak trees on the spur of a hill. The boundary then follows the Oom Shillong till the boundary of Oo Don Senals land is met which it follows the point from whence it started is reached. I agree that the Government or the possession of the land within named, as well as the Shillong lands, shall have the joint right of turning off all water adjoining the said land for use, subject to such rules as the Government may prescribe. I promise also, as far as in me lies, to preserve the sacred groves whereon the water supply is dependent and to punish any of my subjects found cutting the trees of the said groves and to deliver up for punishment any British subject found so offending.

Sd/- Melay Singh Rajah & his mark

Shillong the
10th December 1863.

Sd/- Lormiet Pontang & his mark

Witness
Sd/- U Joymonee
(Interpreter)

Before me, this 18th December 1863 explained in Cossiah and signed.
Speaking of this agreement of 1863 during the time when Colonel Biver was the Deputy Commissioner, it was as a result of the said agreement that from 1864, many Government buildings were constructed and the Deputy Commissioner's office was finally constructed in 1866 and Shillong then became the District Headquarter of Khasi and Jaintia Hills District. In this connection, it can also be referred to the 6th February 1874, when the Governor General, by two notifications declared Assam as Chief Commissioner's Province and declared it to be a Scheduled District. Shillong also became the "Capital" of the Assam Province (Chief Commissioner's Province) from the 20th March 1874. It was during this period of the constitutional development of the Khasi States under the impact of the sannads, that the Scheduled District Act (Act XIV) of 1874 was also passed on the 8th December 1874 and declared to be in force in Assam on the 3rd November 1877.

The Scheduled District Act - 1874: According to this Act, the Chief Commissioner is the "Local Government" - he can issue the notification in question with the previous sanction of the Governor General in Council. By Act VIII of 1874, the powers thus vested in the Local Government were assumed by the Governor General in Council.

23. (a) Proclamation No.379 dated the 6th February 1874.
   (b) Notification No.380 dated the 6th February 1874.
26. The Assam Gazette, November 10, 1877 Part-I.
who delegated certain of these powers under various notifications to the Chief Commissioner. By Act XIV of 1874 (The Scheduled District Act) however, extensive powers were conferred under Section 6 in the Local Government, which appear to include many notifications.²⁷

Section 6 of the said Act stated that Local Governments could from time to time

(a) "appoint officers to administer civil and criminal justice, to superintend the settlement and collection of the public revenue and all matters relating to the rent and otherwise to conduct the administration within the Scheduled District.

(b) "regulate the officers so appointed, but not so as to restrict the operation of any enactment for the time being in force in such district shall be exercised or performed".

But, with reference to Clause B of the said Section 6 of the Act, it would seem doubtful whether the Chief Commissioner would be authorised to regulate procedure under enactments in which the powers of the Local Government had been assumed by the Governor General in council and not subsequently delegated to the Chief Commissioner, in as much as the exercise of such powers by the Chief Commissioner might be held to restrict the

²⁷. Letter No. 2553 dated Shillong the 17th November 1877 from S.O.B. Ridsdale Esq. C.S. Secretary to the Chief Commissioner of Assam to the Secretary to the Government of India, Home Department.
operation of Act VIII of 1874, an Act in force in the province of Assam.

When Shillong was constituted as a 'Station' under Chapter IV of Act V (B.C.) of 1876\textsuperscript{28} in the meantime, negotiations between Hain Manick Syiem of Mylliem and the Deputy Commissioner, Khasi and Jaintia Hills, W.S. Clarke stated whereby the Syiem of Mylliem agreed to frame Bye-Laws at Mawkhar and Laban for the observance of Municipal rules. The copy of agreement between Hain Manick, Syiem of Mylliem and the British Government runs as follows:

"I, Hain Manick, Syiem of Mylliem understanding that it is required by the Chief Commissioner of Assam, that the villages of Mawkhar to the northward and Laban to the south west ward of and adjacent to the station of Shillong and within my territory should be subjected to sanitary and municipal regulations, do hereby agree that the said villages of Mawkhar and Laban shall be included within the Municipality of Shillong and I agree to pay an account of such villages and on account of residents thereof, all rates and taxes which may be provided for, to be paid under the bye-laws or which may from time to time be fixed by the Commissioners of such municipality and all things required by such Commissioners.

Provided that my proprietary and manorial rights and my authority as Syiem within such villages otherwise than necessary to be waived for the purposes of such municipality shall not be interfered with"\textsuperscript{29}

\textsuperscript{28} Home Proceedings No.1201 dated Shillong the 27th August 1878.

\textsuperscript{29} Home Proceedings - November 1878, B.No. 338-339.
In short, the British Government had to get the assent of Mylliem State for the extension of the municipality to Mawkhar and Laban because these two places were outside the boundary of "British Portion" according to the agreement of 1863.

**Foreign Jurisdiction Order** - In this connection, the position may be further clarified by referring to 1890 when the British Parliament passed the Foreign Jurisdiction Act 1890 which enacted that His Majesty with the advice of the Privy Council which met on the 11th June 1902 promulgated the Indian (Foreign Jurisdiction) Order in Council, 1902. Over and above, the 'King' (Most Excellent Majesty) the remaining members present on the 11th June 1902 were Lord President, Earl of Kintore, Lord Balfour of Burleigh and John Winfield Bonser.

The Indian (Foreign Jurisdiction) Order in Council, 1902 is important in its relationship with the "States". Laws enforceable in 'British India' could not be enforced in the 'States' except through the Indian (Foreign Jurisdiction) Order in Council 1902. In 1913, when the Government wanted to enforce the Municipal Act 1884, in Shillong areas, the Government had to issue notification

No. 31631 B - dated Simla, the 17th September 1913 in accordance with the power as enacted by the Indian (Foreign Jurisdiction) Order in Council, 1902.

When the Government of India Act was passed in 1935, there were certain Notifications promulgated in the name of the Crown Representative in accordance with the Indian (Foreign Jurisdiction) Order in Council, 1937. According to Section 2 of the Government of India Act, 1935, the Indian (Foreign Jurisdiction) Order in Council 1937 was issued by the "King" (His Majesty) with the advice of the Privy Council which met on the 18th March 1937. Notification No. 253 - I.B. dated Simla, the 7th August 1941 was issued to include Kench's Trace and Rilbong within the "Shillong (Administered Area) Municipality".

In conclusion, if we observe the provisions of the agreements, we shall find that the British had violated the customary law of the Khasis from the very beginning, they had violated the fundamental tenets of Khasi polity itself. The British Government exercised its paramountcy over the election or appointment of 'Syiem' in Khasi states not for the good of 'U Khun U Hajar' (Khasi citizens) but for the convenience of British administration. Private appointment letters or sannads were issued 31. Ibid - p. 8.
in accordance with the rules framed by the British and not in accordance with Khasi custom and tradition. The British must have well understood that "a Khasi Syiem is not a territorial ruler but his authority extends to the citizens of the State and not to the soil". The Khasi rulers would have resented very much the agreements executed and signed but time and circumstances were such that they had no other alternative but to accept the reality of the situation. In 1859-60, Rabon Singh Syiem of Khyrim denounced the conditions imposed by the Sannads regarding right of land acquisition and claim of minerals. Besides, the agreement of 1863 executed by U Mile Singh Syiem of Mylliem was the beginning of the infiltration of non-Khasis and this has caused not only economic exploitation but also demoralisation of public life. This agreement testifies to the fact that the Ri Kynti owners cannot part with their land in any manner whatsoever to a non-Khasi without the permission of the Durbar Hima. It therefore follows that the authority of the British Government should have been only over the people living in those areas but not over the land. Neither the Syiem nor the Durbar own lands in the Khasi Hills. A Syiem may own land in his private capacity as any other citizen (U Khun U Hajar)


of the elaka.\textsuperscript{34} The issue of sannads and Parwanas by the British Government has relegated the position of the "Bakhraws" who are, according to Khasi polity, the creators of Ka It Ka Hima. It is however felt that the Khasis must reshape and remould the tradition of Syiemship or Lyngdohship or Wahadadarship in their own respective Himas.