

A P P E N D I X - I

Articles of a treaty between the Honourable East India Company and the Deva Raja or Raja of Bhutan.

1. That, the Honourable Company, wholly from the consideration for district to which the Bhutias represent themselves to be reduced, and from the desire of living in peace with their neighbours, will relinquish the lands which belonged to Deva Raja before the commencement of the war with the Raja of Cooch Behar, namely, to the eastward of the lands of Chichakhata and Paglahat, and to the westward of the lands of Kyranti, Maragnat and Luckeepore.

2. That, for the possession of the Chichakhata province, the Deva Raja shall pay an annual tribute of five Tangan horses to the Honourable Company, which was the acknowledgement paid to the Cooch Behar Raja.

3. That, the Deva Raja shall deliver up Dhairjendra Narayan, Raja of Cooch Behar, together with his brother, the Dewan Deo, who is confined with him.

4. That the Bhutias, being merchants, shall have the same privileges of trade as formerly, without the payment of duties, and their caravan shall be allowed to go to Rangpore annually.

5. That, the Deva Raja shall never cause incursions to be made into the country, nor in any respect whatever, molest the ryots, that have come under the Honourable company's subjection.

6. That, if any ryot or inhabitant whatever, shall desert from the Honourable company's territories, the Deb Raja shall cause them to be delivered up immediately upon application being made to him.

7. That, in case the Bhutias, or any one under the government of Deva Raja, shall have any demands upon, or disputes with any of the inhabitants of these or any part of the company's territories, they shall prosecute them by an application to the Magistrate who shall reside here for the administration of justice.

8. That, whatever Sannyasis are considered by the English as an enemy, the Deva Raja will not allow to take shelter in any part of the districts now given up, nor permit them to enter into the Honourable company's territories, or through any part of his; and if the Bhutias shall not of themselves be able to drive them out, they shall give information to the Resident on the part of the English in Cooch Behar and they shall not consider the English troops pursuing the Sannyasis into these districts as any breach of this treaty.

9. That, in case the Honourable company shall have occasion for cutting timbers from any part of the woods under the Hills, they shall do it duty free, and the people they send shall be protected.

10. That, there shall be a mutual release of prisoners.

This treaty to be signed by the Honourable President, and council of Bengal, and the Honourable company's seal to be affixed on the one part, and to be signed and sealed by the Deva Raja on the other part."

Signed and ratified at the Fort William, the 25th of April, 1774.

(Signed) Warren Hastings,
William Andersey,
P. M. Daires,
J. Lawrel
Henry Goodwin,
H. Graham
George Vansitart

(A true copy)

(Signed) J. Auriol,
Assistant Secretary.

A P P E N D I X - II

Subjects on which the Commissioners Mercer and Chauvet were ordered to enquire and Report.

Article - I

That they enquire into the nature of the Behar Government previous to its being connected with the Company in 1773, distinguishing between the real and nominal powers of the Rajahs, the Nazir and the Dewan Deo.

Article - 2

That they ascertain by what laws the succession to the Raj is regulated and whether the offices of Nazir Deo and Dewan Deo, are hereditary or in the immediate gift of the Rajah.

Article - 3

That they enquire whether the Tripartite Division of the Revenues between the Rajah, the Nazir Deo and the Dewan Deo, was real or nominal, and whether the two latter had the power of collecting and appropriating the proportions allotted to them without the control of the Rajah.

Article - 4

ceremonies

That upon the accession of a Rajah, what are the ceremonies which the Dewan Deo and Nazir Deo, are entitled to perform in virtue of their offices, and how far they are considered as requisite to the regular investiture of the Rajah.

Article - 5

That they report upon the nature of the treaty concluded between the company and the Behar family in 1772, and whether the amount of the tribute is equal to the proportion stipulated.

Article - 6 & 7.

That they ascertain whether the company's tribute was in Arrears at the death of the late Raja Derjinder Narain to the Ranny, appointing her guardian to the infant Rajah, and inventing her with the management of the country during his minority.

That they enquire (whether any and what court exist in Cooch Behar) how far the Ranny had the management of affairs during the life of the late Rajah and whether Sarbananda was the minister of

his own choice or not.

Article - 8

That they ascertain whether the company's tribute was in Arrears at the death of the late Rajah Derjinder Narain, and whether there were any grounds for apprehending that it would not have been regularly paid if the Ranny had been continued in the management, and whether the appointment of the Nazir, Deo, did not tend to increase the divisions among the family by enabling him to prosecute his own views in prejudice to the rights of the Rajah and Ranny.

Article - 9

That they enquire whether any and what courts exist in Cooch Behar for the administration of Civil and Criminal justice, and to whom the charge of these jurisdictions is committed, and point out to the Board such alterations in their constitution as they may deem best calculated to protect the lives and poverty of the inhabitants.

Article - 10

That they enquire by what mode the tribute has been collected from the district since the year 1772

whether it has been paid by the Rajah's Agents into the Treasury at Rungpore or whether collected from the country by a Suzawul or other person deputed by the collector. Whether the Tribute has ever been increased or diminished, and the causes of any variation that may have taken place.

Article - 11

That they ascertain the relation in which the Chucklas of Bodah, Patgong and Poorb Bhag stand to the Behar family and the Company, and what are the nature of the Nazir Deo's claims upon the same alluded in his petitions to the Board.

Article - 12

That they enquire who are the most proper persons to be entrusted with the guardianship of the Rajah and the management of the country during his minority.

Article - 13

That as the Behar family has sometimes been represented as labouring under extreme poverty and at others enjoying a considerable degree of Opulence they particularly enquire into the state of that family, their property and connections, and endeavour to ascertain

the amount of the Money and effects carried off from the Raja's house by the party under Dhangar Deo, in order that the same may be resorted to them, or the amount levied on the properly of the isurgents should it be deemed expedient to cause such retribution to be made.

Article - 14

That they enquire into such Unions as the Deb Rajah may have made on the Bèhar family either for money or effects or for supposed encroachments upon his Territories provided the same have not been already adjusted.

Article - 15

That they adjust the Rajahs Accounts with the Nazir Deo and Sham Chunder, should they be yet unsettled, and enquire into any claims the Rajah may have on Ramkisson. That they likewise ascertain whether any of the Bèhar family have taken upon sums of money on loan from the Company's Civil or Military Servants, and whether such loans have been settled or are unadjusted.

Article - 16 & 17

That they ascertain whether the charges made by the Ranny and the Nazir Deo, against each other had any foundation, and whether the Rajah and Ranny were influenced by Surbanand to make those complaints or by their aversion to Nazir Deo's being entrusted with the management of the district; that they enquire whether the letters written by them, from Berhampur declaring that the family disputes had been amicably settled, and that they were desirous of committing the management of the country to the son of the Nazir Deo, were written by their own consent, or in consequence of any compulsion exercised by the adherents of the Nazir Deo.

Article - 18 & 19

That they enquired into the nature of the Military Establishment kept up by the Rajah under the Command of Lieutenant, Duncanson, the mode in which it was paid and the services in which it was employed.

Article - 20

That they report upon the state of the Mint and the coinage in the District of Cooch Behar.

Article - 21

That they enquire into the State of the commerce and Manufactures of the country.

Article - 22

That copies of all the proceedings respecting the disturbances in Cooch Behar since the death of the Late Rajah Derjinder Narain, be transmitted to them by the Secretary together with a copy of the Treaty entered into between the Company and the Bhootaneers in 1744, and an order issue to the collector of Rangpur to furnish them with whatever Records they may require from his office, and to afford them every assistance and information in his power to enable them to effect the objects of their deputation.

A P P E N D I X - III

Treaty of Commerce with Nepal, 1st March, 1972.

Treaty authenticated under the seal of Maha Raja Run Bahauder Shah Behauder Shemshere Jung', being according to the Treaty transmitted by Mr. Yonathon Duncan, the President at Beneras, on the part of Right Honourable Charles, Earl Cornwallis K. G. Governor General in Council, and empowered by the said authority to conclude a Treaty of Commerce with the said Maha Rajah, and to settle and fix the duties payable by the subjects of the respective states of the Honourable English Company and those of Nepali, the said gentleman charging himself with whatever relates to the duties thus to be payable by the subjects of the Nepaul Government to that of the Company; in like manner as hath the aforesaid Maha Rajah, with whatever regards the duties thus to be payable by the subjects of the company's government to that of Nepaul; and the said Treaty having been delivered to me (the said Maha Rajah) by Mowlavy Abdul Kadir Khan, the aforesaid gentleman's Vakeel, or agent; this counter-part thereof having been written by the Nepaul Government, hath been committed to the said Khan, as hereunder detailed:-

Article - I

In as much as an attention to the general welfare, and to the ease and satisfaction of the merchants and

traders, tends equally to the reputation of the administrators of both governments of the Company and of Nepal; it is therefore agreed and stipulated, that 2½ percent shall reciprocally be taken, as duty, on the imports from both the countries; such duties to be levied on the amount of the invoices of the goods which the merchants shall have along with them; and to deter the said traders from exhibiting false invoices, the seal of the custom houses of both countries shall be impressed on the back of the said invoices, and copy thereof being kept, the original shall be restored to the merchants; and in case where the merchants shall not have along with him his original invoice, the custom house officers shall, in such instance, lay down the duty of 2½ percent, on a valuation according to the market price.

Article - 2

The opposite stations hereunder specified within the frontiers of each country, are fixed for the duties to be levied, at which place the traders are to pay the same; and after having once paid duties and receiving a rowannah thereon, no other or further duty shall be payable throughout each country or dominion respectively.

Article - 3

Whoever among the officers on either side shall exceed in his demand for, or exaction of duty, the rate here specified shall be exemplarily punished by the government to which he belongs, so as effectually to deter others from like offences.

Article - 4

In the case of theft or robberies happening on the goods of the merchants, the Foujdar, or officer of the place, shall advising his superiors or government thereof speedily cause the Zamindars and proprietors of the spot to make good the value, which is in all cases, without fail, to be so made good to the merchants.

Article - 5

In cases where in either country any oppression or violence be committed on any merchant, the officers of country wherein this may happen shall, without delay hear and enquire into the complaints of the persons thus aggrieved, and doing them justice, bring the offenders to punishment.

Article - 6

When the merchants of either country, having paid the established duty, shall have transported their goods into the dominions of one or the other state if such goods be sold within such state, it is well, but if such goods not meeting with sale, and that the said merchants be decisions to transport their said goods to any other country beyond the limits of their of the respective states included in the Treaty, the subjects and officers of these latter shall not take thereon any other or further duty than the fixed one levied at the first entry, and are not to exact double duties but are to allow such goods to depart in all safety without opposition.

Article - 7

This Treaty shall be of full force and validity in respect to the present and future rulers of both governments, and, being considered on both sides as a commercial Treaty and a basis of concord between the two states, is to be, at all times, observed and acted upon in times to come for the public advantage and the increase of friendship.

On the 5th of Rajeb, 1206 of the Hegira, and 1199 of the Fusselle style, agreeing with the 1st of March 1792 of the Christian, and with the 22nd of Phagun 1848 of the Sunbut Area, Two Treaties, to one Tenor, were written for both the contracting parties, who have mutually engaged that from the 3rd Bysak 1849 of Sunbut Area, the officer of both states shall, in pursuance of the strictest orders of both Governments, immediately carry into effect and observe the stipulations afforesaid, and not wait for any further or new directions.