

CHAPTER XXXVI.

The Subsidiary Treaty of 1799 between Krishnaraja Wodeyar and the East India Company.

In effecting the division of the territories of Tippu, Lord Mornington chose to base the division on the right of conquest by the allies. Lt.-Col. Kirkpatrick had proposed that the whole of the territories should be restored to the Raja of Mysore and such portions as were needed by the allies should be received back from him in the shape of assignments. Lord Mornington, however, did not agree with this view, and to avoid future misunderstanding preferred to base all his arrangements on the right of conquest. Lord Mornington was both a humane man as well as a just man. For political reasons he excluded Tippu's family from any share in the partition of the territories, but he fully realised that the sons of Tippu Sultan, especially the four elder ones, had been born in a state of royalty and educated with the proudest and most exalted expectations of sovereignty and power and would be sensible to the sudden change of their condition and to the unexpected disappointment of their splendid prospects. He therefore assigned to the family an annual allowance of 2,40,00 canteroi pagodas which was regarded as very generous at the time and with which the family also under the circumstances in which they were placed appeared to be content. At the same time, though the usurpation of Haidar and Tippu had existed for a fairly long period, the old Hindu royal family had never abandoned their struggles for regaining their lost dignity nor had the de jure right of this family to the sovereignty of Mysore been openly denied by either Haidar or Tippu even in the days of their brightest prosperity. The annual Dasara celebrations which have entirely a political character and which are the outward symbol of this right of sovereignty continued without interruption till Chamaraja Wodeyar IX died in 1796 and were in suspension only for three years till 1799. It was not unnatural therefore that Lord Mornington felt that it was unjust to embark on any measure that would lead to the perpetual exclusion and degradation of the legitimate Hindu sovereigns of the country. It is to his credit, therefore, that although political exigencies compelled him to give

the colour of generosity to the restoration of the old Hindu family, he was not insensible to the moral obligation which rested on the Company's Government towards a family which had long maintained friendly relations with the British and had eagerly wished for success to them.

With these introductory remarks, we may now enter upon the provisions of the Subsidiary Treaty which was concluded on the 8th July 1799 between the Raja of Mysore and the Company's Government at the Nazarbad fort. Article 4 of the Partition Treaty between the Company and the Nizam had provided for the establishment of a separate Government in Mysore as well as for the installation on the throne of Krishnaraja Wodeyar, son of Chamaraja Wodeyar IX. In Article 9 of the same Partition Treaty provision had also been made for the maintenance of a subsidiary force for the assistance of the Maharaja exclusively by the Company's Government according to the terms of a separate treaty to be immediately concluded between the Company's Government and the Raja.

This Subsidiary Treaty consisted in all of 16 articles. Article 1 declared that the friends and enemies of either of the contracting parties were to be considered as friends and enemies of both. Article 2 provided for the payment of an annual subsidy of 7 lakhs of Star pagodas for the maintenance by the Company's Government of a body of troops for the defence and security of the Maharaja's dominions, the disposal of the said sum together with the arrangement and employment of the troops to be maintained being entirely left to the Company. The 3rd Article related to the increased expenses to be borne by the Maharaja whenever hostilities or preparations for such purposes were undertaken for the defence and protection of the territories of either of the contracting parties, the exact amount to be paid being fixed by the Governor-General, bearing however a just and reasonable proportion to the actual net revenues of the State. The 4th Article provided that for purposes of effectual security against any failure of funds for the payment of either the permanent military force in time of peace or extraordinary expenses to be borne when hostilities were

undertaken, it was open to the Governor-General whenever he had reason to apprehend any such failure either to introduce such regulations and ordinances as he deemed expedient for the internal management and the collection of revenues, or for the better ordering of any other department of the Government of Mysore, or to assume and bring under direct management of the servants of the said Company such part or parts of the territories of Mysore as should appear to him necessary to render the said funds efficient and available either in time of peace or war. Article 5 contained a provision that whenever the Governor-General acted under the terms of the 4th article the Maharaja was to issue such orders as would tend to carry out the Governor-General's directions and if he failed to do so within ten days, the Governor-General was to be at liberty to issue orders on his own authority either for carrying out any regulations or ordinances required by him to be introduced or for assuming the management of the collection of revenues as he should judge most expedient for the purpose of securing the efficiency of the military funds and of providing for the effectual protection of the country and the welfare of the people. It was however incumbent upon the Governor-General that whenever he assumed the management of any part or parts of the country to render to the Maharaja a true and faithful account of the revenue and produce of territory so assumed. It also contained the stipulation that in no case was the Maharaja's actual income to fall short of one lakh of Star pagodas, together with one-fifth of the net revenues of the territories ceded to him by the 5th Article of the Partition Treaty, under the guarantee of the Company's Government.

Article 6 imposed the obligations on the Maharaja of guiding himself by a sincere and cordial attention to the relations of peace and amity between himself and the Company and its allies and further of non-interference in the affairs of any state in alliance with the Company or of any state whatever without the previous knowledge and sanction of the Company. By Article 7 it was made incumbent upon the Maharaja not to admit any European foreigners without a proper passport into his service without the concurrence of the Company and also to undertake to apprehend

and deliver up at once to the Company's Government all Europeans of whatever description who should be found within the Mysore territory.

By Article 8 the Governor-General was vested with the complete liberty to garrison any fortress or strong place in the Mysore territory with British troops and officers either in time of peace or in time of war in whatever manner he deemed proper. By Article 9 the Governor-General was invested with complete discretion to dismantle, destroy, strengthen or repair any fort or strong place in the Mysore territory whenever for purposes of defence such a course was necessary, the expenses incurred being shared in equal proportions by the two parties. By Article 10 it was agreed that on the application of the Maharaja the Company's Government as it deemed fit could allow the regular services of its troops for enforcing and maintaining the authority and government of the Maharaja, except that such troops could under no circumstances be employed in the ordinary transaction of revenue.

Article 11 related to certain provisions for the officers of Tippu at the time. Article 12 referred to the entry of all provisions and other articles required for the use of the British garrison at Seringapatam free of any duty, tax or impediment whatever. Article 13 referred to the conclusion of a commercial treaty between the two Governments as should be beneficial to the subjects of both the Governments. Article 14 contained the broad injunction that the Maharaja was at all times to pay the utmost attention to all such advice as the Company's Government occasionally judged necessary to offer to him with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture and industry or any other subjects connected with the advancement of His Highness' interests, the happiness of his people and the mutual welfare of both States. Article 15 provided for any possible rectification of frontier by exchange of territory or otherwise, whenever in the future it was found necessary. Article 16 contained the names of the signatories on behalf of the Governor-General, namely, General Harris, Colonel Arthur Wellesley,

Henry Wellesley, Lt.-Col. William Kirkpatrick and Lt.-Col. Barry Close. On behalf of the Maharaja were the names of Lakshmi Ammanni and Purnaiya. The article also recited that the treaty was to become binding on both the parties on ratification by the Governor-General, which, it may be stated, was done on the 23rd of the same month at Madras.

An extent of territory estimated at the time to yield annually a revenue of upwards of 25,000 Star pagodas assigned to the Maharaja was bounded to the north by a strong line of hill-forts and posts forming a powerful barrier towards the southern frontiers of the Nizam and of the Mahrattas from Punganoor on the line of the Eastern to Bednore on that of the Western Ghauts, and in other directions by the Company's territories both above and below the Ghauts, the Company holding the fort of Seringapatam on the table-land in its own sovereign right. With reference to Article 15 it may be added here that there was a rectification of the frontiers of the Mysore and Company's territories in the years 1801 and 1803 and Maikonda, Harihar and Holalkere were incorporated within the Mysore frontier, Budikote and some other parts being transferred to the Company.