Shankar S. D--
Pleader, Dhulia

COPY OF A LETTER

FROM

His Exalted Highness the Nizam of Hyderabad

TO

His Excellency the Viceroy and Governor-General of India,

Dated The 25th Oct. 1923.

Mir Kotla
Hyderabad,
Deccan.

MY DEAR LORD READING,

You are aware that the Province of Berar, an integral part of my Dominions, came to be leased in perpetuity to the British Government by an Agreement dated the 18th of December, 1902, on certain terms and conditions. This was the outcome of an interview that took place at Hyderabad between Lord Curzon, the then Viceroy of India, and my late lamented father, Mir Mahboob Ali Khan, on the 30th of March of that year.

2. After my accession to the Throne of my forefathers, in 1911, I had the circumstances under which this Agreement came to be executed carefully examined. Were it not that the Great European War broke out in 1914, I should long ago have asked for the reconsideration of the Agreement. But as an Ally of the British Government, I felt it my duty to throw the energies of my State into the struggle, and to refrain from raising this political question at a time when the Empire found itself in the throes of a life and death conflict with a formidable enemy. I intended, however, to take action on the conclusion of the War, but the political ferment and unrest in British India became so acute, that, from 1919 to almost the closing months of 1922, I had again to wait, in order to save possible embarrassment to the Government of India. Happily, the victorious British Empire is now fast recovering from the effects of the War; and Your Excellency's rule has succeeded in restoring a calm political atmosphere in British India. In the circumstances, I feel no hesitation now in addressing this letter to you, in full confidence that the claims of the Faithful Ally of the British Government will receive at the hands of the Viceroy of India and His Majesty's Government the sympathetic consideration called for by the justice of the case and the relations of the parties.

3. How the possession of the Berars passed from my ancestors to the British Government is shown in the written Claim, which I

annex hereto in the form of a Memorandum, containing a full historical survey of the relevant facts, Treaties, and other documents. Your Excellency will see that, even as early as the year 1766, the Districts on the East of my Dominions, known as the Northern Circars, were ceded in perpetuity to the British Government by one of my ancestors, in exchange for the right to aid from British troops for the preservation of internal tranquillity. The engagement to furnish substantial military aid was further guaranteed by Lord Cornwallis, in 1789, the East India Company undertaking that the military force was to be granted "whenever your Highness will apply for it," without any restriction except that it was "not to be employed against any Power in alliance with the Company."

4. In 1798, the military aid was increased to a Subsidiary Force of 6,000 Sepoys, with a proportionate number of field pieces, stationed in the Hyderabad Dominions for service of the Nizam, in whose pay they were declared to be from the day of their crossing his frontiers. As regards the preservation of internal tranquillity, the Fifth Article of the Treaty provided :—

> "The said Subsidiary Force will be at all times ready to "execute services of importance, such as the protection of the "person of His Highness, his heirs and successors, from race to "race, *and overawing and chastising all rebels or exciters of "disturbances in the Dominions of this State;* but it is not to "be employed on trifling occasions, nor, like Sebundy, to be "stationed in the country to collect the revenues thereof."

The then Nizam engaged to pay an annual subsidy of Rs. 24,17,100/- for the maintenance of this Subsidiary Force.

5. Then came the Treaty of 1800, whereby the Districts of Bellary and Cuddapah, valued at Rs. 63,00,000/- yearly, were ceded by the Nizam to the British Government, in commutation for ever of the annual subsidy of Rs. 24,17,100/- The Subsidiary Force became thenceforward answerable for the defence of the Hyderabad State against assaults on its tranquillity of whatever description—external and internal—and was to do all that was required to coerce any "subjects or dependants of the Nizam" who should either "excite rebellion or disturbance" or "withhold payment of the Circar's just claims upon them" without any reference to the magnitude or otherwise of the occasion.

6. As a result of the Treaties of 1798 and 1800, both framed by the Earl of Mornington (afterwards Marquis of Wellesley), the Nizam had, on the one hand, to cede in perpetuity Bellary and Cuddapah and disband his Corps under Raymond and other French officers, and the British Government, on the other, gave the pledge, by Article Seventeen of the Treaty of 1800, that :—

"If in future the Shorapore or Gudwall zemindars, or any "other subjects or dependants of His Highness's Government "should withhold the payment of the Circar's just claim upon "them, or excite rebellion or disturbance, the Subsidiary Force, "or such proportion thereof as may be requisite, after the "reality of the offence had been duly ascertained, shall be ready, "in concert with His Highness's own troops, to reduce all such "offenders to obedience."

7. Your Excellency will observe that these arrangements left no manner of doubt as to the obligations created by these two Treaties being interdependent, and that the right of the Nizam to military aid against internal disturbance and external aggression was placed beyond dispute. But only eleven months later, when the zemindar of Shorapore failed to pay the tribute due to the Nizam, and otherwise conducted himself with great contumacy, the requisition for the services of a part of the Subsidiary Force was not complied with till after a delay of six months, and only after other conditions not provided for by the Treaties had been superadded, greatly impairing the force of the Nizam's authority over his Tributaries.

8. This denial of the full services of the Subsidiary Force secured by Treaty was followed, in 1804, by insistence on the part of the Governor-General for a provision from the Nizam's own revenues of a separate body of Selladar Horse actually to do the same service, which the Subsidiary Force, under Treaty obligations, was to render, and in consideration for which the Districts of Bellary and Cuddapah had been ceded only shortly before. At first the Nizam resisted the proposal, but plain denial of his Treaty rights and the refusal of the services of the Subsidiary Force to which he was entitled, combined with his helplessness due to other reasons, led to the inauguration of a new Force, called the Hyderabad Contingent, at the Nizam's cost. Contemporaneous records will show that, at its inception, the Contingent was "to save the Subsidiary Force the labour" and was created for the purpose of "reducing to obedience the refractory zemindars"—a duty which is mentioned by name, in the Seventeenth Article of the Treaty of 1800, as incumbent on the Subsidiary Force. The Nizam was thus paying heavily twice over for the services to which he was entitled under the Treaty of 1800. Further, it has to be noted with regret, that though the Contingent had been created with the object of affording to the Nizam military support for internal purposes and the cost of its maintenance was a serious burden upon his treasury, its services were repeatedly refused when the Nizam's interests demanded their employment.

9. The Contingent took its birth at a time when the Nizam was permitted no voice in the administration of his country, with the result that this new Force was placed and maintained under

British control, and Rupees forty lakhs per annum out of the Nizam's revenues were appropriated for its support. This period in the annals of the Nizams forms a gloomy chapter in the history of India. One disloyal and traitorous Prime Minister succeeded another, and a perusal of the documents relating to the subject will, I am sure, convince Your Excellency that the inauguration of the Contingent was without the free consent of the Nizam, expressed or implied. There is ample British evidence that Chundoo Loll, the most traitorous of Ministers, acceded to the creation of the Contingent for his own personal ends, and that it was he who granted assignments on the revenue of certain districts for the pay of a portion of this new Force. Lord Metcalfe, in a Minute dated the 16th of March, 1832, described the Contingent Force as "in reality a joint concern between Raja Chundoo Loll and us." Sir F. Currie, a Member of Lord Dalhousie's Government, in his Minute of the 2nd of April, 1853, also very truly wrote: "The Contingent seems to have been the device of Mr. Russell, the Resident, and Chundoo Loll, the Minister of the day." And he added that no consent appears to have been officially given to the Contingent "by either the Government of India or that of the Nizam."

10. The whole career of Chundoo Loll as Minister is a record of unconscionable sacrifice of his master's interests, reckless ruination of the finances of the State, and lavish expenditure of its resources on the maintenance of his own personal power. The expenditure on the Contingent was notoriously extravagant, and the entire arrangement was in utter disregard of the heavy drain on the resources of the Nizam. As a Minister, Chundoo Loll was completely subservient to the Resident and the East India Company.

11. The above circumstances led to the Treaty of 1853, whereby the Districts of Berar came to be assigned, subject to specific terms and conditions, to the East India Company as a territorial guarantee for the maintenance of the Contingent. The Force had now existed for fifty years, and forty-three lakhs of Company's rupees were claimed to be due from the Nizam to the Company. But it is important to note that no set-off was allowed, either in respect of the Excise claim in connection with the duties levied on the Nizam's subjects in the City of Secunderabad, or of the savings effected by the British Government in keeping the Subsidiary Force at reduced strength for many years. Indeed, for a period of 41 years, the Excise revenue of about a lakh a year was unwarrantably credited to the then Government of India. This sequestration, had it been admitted and restored, would have given the Nizam a credit of 41 lakhs, even without interest charges, thus almost wiping out the arrears claimed on account of the maintenance of the Contingent on a notoriously extravagant basis. So also, over a period of thirty years at least, the strength of the Subsidiary Force was below 75 per cent. of the

number stipulated by Treaty and for which payment had been made in advance by the assignment of Bellary and Cuddapah in perpetuity.

12. It follows that there was, at that time, nothing owing from the Nizam to the Government of India on account of the maintenance of the Contingent, and the claim of 43 lakhs of rupees had no substantial basis. Yet it was this claim which forced upon the Nizam the Treaty of 1853. Your Excellency will appreciate the point by reference to the testimony, in 1860, of the Resident, Colonel Davidson, who was an eye-witness of the transaction of 1853. Writing on the 12th of October, 1860, he says that the debt "was acknowledged by the Nizam by the Treaty of 1853 under pressure, and which he never considered he justly owed," and, moreover, he added that in his own opinion "had the pecuniary demands been impartially dealt with, we had no just claim on the Nizam for the present debt."

13. The pressure alluded to by Colonel Davidson was a threat of immediate military occupation. The first proposal was permanent cession of territory. The Nizam refused. The second was a permanent assignment, while the Sovereignty of the territory should nominally remain with the Nizam. He refused this also. For fifty days he was pressed, but would not yield. Then came the third proposal, that the territory should be assigned to the British Government "merely for a time to maintain the Contingent as long as the Nizam should require that Force." There were "objurgations and threats," but for another fifteen days the Nizam remained unshaken. Then came a letter from Major (afterwards Colonel) Davidson, the Assistant Resident, to the Nizam's Minister, the coercive character of which the following quotation will reveal :—

> "I believe the Resident requires your attendance this "evening, to inform you his negotiations with the Nizam are "at an end, and he applies to the Governor-General to move "troops by to-day's post . . . Indeed I have a letter from "my nephew at Poona, mentioning that the 17th Highlanders "and 86th Regiment H.M.'s troops, have received orders to "be in readiness to march on Hyderabad. Don't suppose "military operations will be confined to the districts; and if "you are a friend of His Highness, beg of him to save himself "and his dignity by complying at once with what the Governor-"General will most assuredly compel him to accede to."

The day after the receipt of this letter, the Minister wrote to the Resident that the Nizam had at last consented to the Treaty. Comment is needless. It is for Your Excellency to judge whether the consent of the Nizam was voluntary or given under compulsion.

14. The accompanying Memorandum deals exhaustively with the ultimate basis on which the negotiation for the Treaty of 1853 was accomplished. Colonel (afterwards General Sir John) Low, the

then Resident, authoritatively announced to the Nizam that "if His Highness wished it, the Districts might be made over merely for a time to maintain the Contingent as long as he might require it." A cursory study of the records and papers on the subject will, I feel sure, convince Your Excellency that the Nizam intensely disliked even the suggestion of an arrangement in perpetuity, and that he signed the Treaty of 1853 on the clearest understanding that the "transfer of possession was a mere assignment in trust for a particular purpose to last only so long as that purpose might require to be maintained."

15. The pre-existing and inherent right, however, of the Nizam to disband the Contingent, which was not the subject of any Article in a Treaty, at his will and pleasure, remained unaffected by the Treaty of 1853. There are no less than six different occasions on record, between 1853 and 1860, showing that the Nizam consistently held himself entitled to the restoration of the whole of the assigned districts of the Berars. Then came the Treaty of 1860, which was supplemental, and did not in any way prejudice or narrow down the claims of the Hyderabad State to subsequent and complete restoration, which my grandfather, the Nizam Afzal-ud-Dawlah, and my great-grandfather had so strongly cherished. On the contrary, Article 6 of this Treaty expressly refers to the territory, assigned under the Treaty of 1853, as "held by the British Government *in trust* for the payment of the troops of the Hyderabad Contingent" and other minor charges. This was but the sequel to the action of the Government of India, on the 5th of September, 1860, in officially authorising the Resident to communicate to the Nizam that "the alienation of this part of his Dominions is temporary only and for a special purpose conducive chiefly to the safety of the Hyderabad State and to the preservation of tranquillity within its limits," and that "whenever the districts in question are restored to the Nizam, His Highness will derive all the future benefit that may possibly arise from the improvement while under the management of British officers."

16. From this historical survey, it is clear that, from the circumstances under which the Treaties of 1853 and 1860 came to be concluded, no just inference can be drawn to support the theory that either the Nizam or the Government of India contemplated or agreed to the extinguishment of his right to disband the Contingent at any future time. Your Excellency, as a jurist and a lawyer of great eminence, will, I feel sure, agree with me in the view that my forefathers, up to the reign of Nizam Afzal-ud-Dawlah, did not consent to any arrangement which might throw the slightest doubt upon their right to exercise their discretion as to the redemption and the restoration of the Berars to their House, whenever all the dues were satisfied and the need for the maintenance of the Contingent, in their judgment, ceased to exist.

17. My grandfather, the Nizam Afzal-ud-Dawlah, died in 1869, and was succeeded by my father, the Nizam Mir Mahboob Ali Khan, who, at the time of his accession, was an infant only three years of age. On account of the Ruler's infancy, Sir Salar Jung became the Regent with the Amir-i-Kabir as co-Regent. In the year 1872, the Regent Ministers proposed to the Government of India that a capital sum, sufficient to secure the payment for the maintenance of the Contingent, Force on the footing of the purposes declared in the Treaty of 1853, be accepted from the Hyderabad State, and the assigned districts be restored to the administration and government of the Nizam. The proposal was declined, among other grounds, on that of "inconvenience of discussing questions of this kind, while the Nizam, in whose behalf they are professedly raised, is himself a minor."

18. Full powers of Government came into the hands of my father in the year 1884, when he attained the age of 18 years. In 1902, Lord Curzon, the then Viceroy, raised the question of the Berars on his own initiative. The more I examine the transactions which followed, the more convinced I am of their invalidity. My father abhorred the suggestion of an assignment in perpetuity no less intensely than his forefathers. The overtures of the Government of India, in the form of proposals, were made to my father by Colonel (afterwards Sir David) Barr, the then Resident at the Court of Hyderabad, about the end of January, 1902. Within eight weeks came the historic visit of Lord Curzon to Hyderabad, culminating in the lease in perpetuity of the Berar districts to the British Government.

19. The accompanying Memorandum will show how much my father disliked the suggestion of perpetuity of lease; how steadily he resisted the overtures of the Resident; and how emphatically the Council of his principal Noblemen, especially convened for the purpose of considering the matter, opposed the proposition. Indeed, the Council drafted a letter to be addressed by the Nizam to the Viceroy, and advised His Highness to present it personally to Lord Curzon at the private interview that was to take place at the Residency on His Excellency's arrival in Hyderabad. To me that letter is pathetic, not only from its contents, but because the interview took so unexpected a turn as to disable my father from delivering it into the hands of the Viceroy. The letter, dated the 30th of March, 1902, ran as follows:—

"Your Excellency,

"I do not wish to enter into the old controversy as to "my right to the restoration of Berar, or as to the meaning "or object of the Treaties and other formal engagements "concerning it. I confidently leave these matters for Your

" Excellency's kind and favourable consideration. I would " only appeal to His Majesty, the King-Emperor, through " you to restore Berar as a special mark of gracious favour " and I ask to be allowed to make your Lordship my advocate " in the cause. I feel perfectly sure, and I most devoutly " trust, my appeal will not be in vain on the auspicious occasion " of His Majesty's Coronation."

" I remain,

" Your Excellency's sincere friend."

20. From the full account of the interview in the accompanying Memorandum, it is abundantly clear that the Viceroy gave the Nizam no encouragement to hope that His Excellency would advocate His Highness's cause before the King-Emperor. Although the Resident, Colonel Barc, accompanied the Viceroy, my father unfortunately had not the advantage of the presence of his Chief Minister or any other high official of the State to assist him in discussing this most important question. The notes of the Viceroy and the Nizam, separately recording what passed at this interview, are given in juxtaposition in the Memorandum to show the frame of mind of both.

21. Lord Curzon's note shows that before His Excellency entered upon the question of the Berars, he raised two extraneous issues in the presentation of which he disclosed the assertive side of his authority as Viceroy. One was the question of the confirmation of Maharajah Kishen Pershad, the new Minister, in his office. It was my father's wish to confirm the Minister, but His Highness was reminded that this was subject to His Excellency's sanction. The other question related to the designation and powers of a lent officer of the Government of India as Financial Adviser to the Hyderabad Government. In presenting his views in this connection, His Excellency went to the length of saying that if his suggestions were not given effect to, he would recall that officer, and the Viceroy further marked his insistence by declaring the confirmation of the new Minister to be dependent upon the acceptance of His Excellency's proposals regarding the lent officer.

22. I cannot but regard it as an unfortunate circumstance that my father, who was known to be of a shy and nervous disposition, was unaccompanied into the Audience Room. The preliminaries that were discussed before the question of the Berars was reached were disconcerting.

23. The view of Treaty obligations pressed on my father is evident from the following quotations from the Viceroy's own note :—

" I pointed out (to the Nizam) that the British Government " had no reason to be dissatisfied with the position and rights

" at present assured to them by Treaty; there was no flaw " in their title to the assigned districts; there was no limit " fixed either to the period of assignment or to the administrative " powers which were thereby conferred."

" The Hyderabad Contingent as at present constituted " and placed under the Treaties was a wasteful and unsatis " factory arrangement. The troops stationed in Hyderabad " territory seemed to be in excess of modern requirements and " their retention of the title appeared to be both invidious to " His Highness and out-of-date."

" And that *the present assignment in perpetuity* of Berar " should be replaced by a lease in perpetuity."

" I had felt greatly disappointed when I heard that terms " so apparently favourable had not met with His Highness's " approval. If they were refused, the Government of India must " revert to the present position which contained no time limit, " and under which we had enjoyed the substance of what was " desired at a much less financial cost for 50 years."

" There was, however, an additional reason for which " I should regret the failure of the present proposals. If they " were rejected, it was in the highest degree unlikely that any " succeeding Viceroy would open the question again or that " any British Government would court a fresh rebuff."

" His Highness should realise, therefore, that the oppor- " tunity of a settlement now offered could not be expected to " recur, and that the present arrangements would tend to " become stereotyped into a perpetual form."

" But he (the Nizam) desired to know whether, under the " new arrangement, he would be at liberty to ask at any future " time for the restoration to him of Berar. I replied that if the " Province of Berar were leased to the British Government " in perpetuity, it would not be open to His Highness to make " any such request, since the destiny of the Province would " already have been determined by the lease."

" His Highness then asked whether, under present conditions, " there was any chance of Berar being restored to him. I " said *there was nothing in the Treaties that contemplated or* " *gave Hyderabad any claim to restoration.* I referred His " Highness in reply to the answer that had been returned to " Sir Salar Jung when the matter was last raised 25 years ago, " and to the statement of the British Government made by " Lord Salisbury in 1878. The events of the past 50 years " had further created a presumption in favour of the present " situation, which it was impossible to ignore. In these matters " there was continuity of policy between successive administra- " tions, whether they were Conservative or Liberal, and I could

"hold out no hope to His Highness that any Government in "the future would be prepared to offer him terms in which no "previous Government had ever acquiesced, particularly if the "present attempt to settle the matter on independent lines had "broken down. The British Government would have no "alternative but to adhere to *the perpetual assignment already "provided for by the Treaties.*"

"His Highness then said that, as he understood there was "no chance of Berar being restored to him, if the present "arrangements were refused, he had no hesitation in accepting "the proposed lease in perpetuity, as being in every way "greatly to the interest of the State. He had only so far "refused it because he had not realised that there was no "probability of Berar being restored to him in the future."

24. In order to enable Your Excellency to judge of the impression the unequal debate left on my father's mind, I desire to quote here a short passage from the Nizam's note relating to this momentous interview :—

"The Viceroy told me twice and thrice (repeatedly) that "Berar could never be restored. His Excellency said:—'I "'do not wish to keep Your Highness in any false hope. I "'say it very plainly that this alone will be the policy of not "'only myself but of every Viceroy who will come after me; "'and the policy of the Government in England will be the "'same, viz., that Berar should not be restored at any time.' "From the Viceroy's talk it appears that, as there was "no application for the return of Berar during (the last) "25 years, it was impossible (for us) to get it back, and that "we should not entertain any hope whatever of its restoration. "His Excellency explained that no benefit would accrue to "me if the present state of affairs continued. It was unwise "to maintain the present conditions when it was impossible "to regain Berar. It would be better to lease out and take "money (rent) year after year."

"However, I tried as much as I could to insist (on the "restoration), but the tenour of the Viceroy's answers convinced "me that they would never give us Berar. It was in conse- "quence of the mistakes made in the past that we had now to "wash our hands of the Province. I was then obliged to "say:— 'If such is the case, take it on lease.'"

"The way in which the Viceroy conversed with me "yesterday fully convinced me that, if I refused to lease, saying "that the present conditions might continue, His Excellency "would not listen to me or would give but evasive answers

" even if he listened, and that if I pressed him to give a definite " reply to my request he would say plainly, as he has already " said before, that my application (for restoration) could not " be entertained."

25. I cannot help considering the reference to Lord Salisbury's reply to the representation made by Sir [illegible]alar Jung, in 1878, as singularly unfortunate. It unquestionably influenced my father, as, no doubt, it was intended to do, by creating the impression that the matter was already prejudged. His inference was erroneous, but that this was the result is quite evident from the above extract. Lord Salisbury, in his reply adverted to above, had only pointed out that there was no time limit specified in the Treaty of 1853 for the determination of the assignment of the Berars ; and that, should the Nizam, on attaining majority, desire to have a general revision of the Treaty arrangements relating to the Province, his wishes would receive consideration at the hands of the British Government. In the above conclusion, there seems to be hardly any warrant for the claim that the Berars were assigned in perpetuity, or that the decision was invested with the character of finality.

26. The outstanding feature of the interview between Lord Curzon and my father is that, on the high authority of the Viceroy of India, a comparatively powerless Ally was definitely and emphatically given to understand, contrary to past solemn assurances and Treaty obligations, that by no manner of means and under no circumstances would the British Government then, or at any future time, restore the Province of Berar to its legitimate owner. His objections to the permanent alienation of the Berars were overruled on grounds wholly inconsistent with pledges given by the British Government in 1853 and repeated in 1860, and with the declaration of the Government of India, officially authorising the Resident, in 1860, to communicate to the then ruler of Hyderabad that " whenever the districts in question are restored to the Nizam, His Highness will derive all the future benefit that may possibly arise from the improvement while under the management of British officials." His Lordship also overlooked the fact that the assignment of the Berars was " in trust for a particular purpose to last only so long as that purpose might require to be maintained," and entirely ignored the clear and unambiguous language of Article 6 of the Treaty of 1860, which re-affirmed the " trust."

27. I cannot refrain from expressing my surprise at the following passage, in a letter from the Government of India in the Foreign Department, dated the 13th of November, 1902, to the Secretary of State for India :—

" Upon the side of His Highness the Nizam, the desirability " of a change arose in the main from the precarious and

"fluctuating character of the surpluses which also, under the "stipulations of the Treaties, were payable to him, and the "irregular nature of which introduced a regrettable element "of uncertainty into the finances of the State. It was realised "on both sides that the events of the past half century, during "which the Assigned Districts of Berar have remained "continuously under British administration, constituted a "prescription, from which it was neither possible nor desirable "to depart; and the efforts of both parties in the recent "negotiations were accordingly directed to the discovery of a "solution that should possess the combined merits of removing "the administrative anomalies of which we have spoken, of "securing to His Highness the Nizam an assured income from "this portion of his territories, and of guaranteeing to "the population of Berar, which now amounts to over "$2\frac{3}{4}$ million persons, a continuance of the conditions and "standards under which they have attained to a high "measure of prosperity."

28. In the concluding paragraph of the letter to the Secretary of State, it was stated that "the settlement of this important matter which we have here recorded has been as heartily and spontaneously accepted by the Nizam, as it was frankly and sincerely put forward by ourselves." That certainly is an over-statement. Whatever impression might have been left on Lord Curzon's mind after the interview, I am constrained to say, with great regret, that the terms presented to my father with such emphasis and persistency by the Viceroy of India and a statesman of commanding personality, were, as his note contemporaneously recorded abundantly shows, neither "spontaneously" nor "heartily" accepted. The course that was adopted in obtaining his assent to a settlement, which had been regarded with such abhorrence by successive Nizams, and had been repeatedly rejected before, divests it of all claim to spontaneity, and deprives the discussion of the character of a free debate. In view of the momentous issue involved, it would have been better, in fairness, to have allowed a little time for deliberation and some opportunity for consultation with his advisers; but none such was given.

29. Even if my father had willingly agreed to the settlement of 1902, I claim to be entitled to question its validity as beyond his constitutional powers, for he had no authority, in the circumstances, to alienate any part of the territories he held in trust for his people and his successors. This proposition has high juristic support. The assignments made by our forefathers for the protection of the Hyderabad State or for the benefit of the dynasty stand on quite another plane.

30. From Lord Curzon's own Note, it is quite evident that my father never for a moment admitted any "prescription," nor was he a party to any effort "directed to the discovery of a solution." In an issue which involves the good faith of the British Government, the doctrine of prescription is an irrelevancy. Besides, the repeated recognition of the title of the Hyderabad State to the restoration of the Berars, when the necessity for their retention ceased, lifts the question out of the region of technicalities. When the British Government, in 1881, transferred the Mysore State to Indian rule, it proved that "prescription" has no weight in the scales against justice and equity. Mysore had been in British control for half a century. How entirely that part of India had come to be associated with British administration is obvious from the Parliamentary papers relating to the transfer (C.3026, 1881). The restoration of Mysore, effected by the Marquis of Hartington (afterwards eighth Duke of Devonshire) and the Marquis of Ripon, has gone down in history as one of the wisest acts of statesmanship under British rule in India.

31. The recent political and administrative changes in British India have materially affected the status of the Province since the lease of 1902. One thing is obvious; the transaction in question does not warrant the absorption of the leased territories, which still form an integral part of the Hyderabad State, into the political and administrative system of India, and especially to the prejudice of their inhabitants. Not only have the financial resources of the Berars thus been made available to non-Beraris, but, by reason of the new reforms, my subjects, in many matters, have been placed under the domination of outsiders. To give an instance: owing to their disparity in numbers, they actually occupy, as I am informed, a position of inferiority in the Central Provinces Legislative Council. The situation, therefore, has so completely altered since 1902, that I feel I am within my rights in asking, on every consideration of equity and justice, for a revision of the settlement then concluded.

32. I am anxious that the people of the Berars should receive into their own hands the shaping of their destinies, and for this reason I am willing to concede to them, on the restoration of the Province, a larger co-operation in the administration than at present enjoyed anywhere in British India. With this end in view, I declare that, should I succeed in the redemption of my Province, I will insert, in the Instrument of Restoration or any other State Paper that may be drawn up, definite clauses for the conferment on the Beraris of a Constitution for a responsible Government with absolute popular control, under a constitutional Governor appointed by me as my Representative, of their internal affairs and complete autonomy in administration, except in matters relating to the British Government and my Army Department.

33. The financial arguments, which loomed so large in the negotiations of 1902, need not stand in the way of restoration. The whole question that weighs with me is not one of monetary advantage, but one of right and justice. Regarding a final balance-sheet, I ask for no more than an equitable settlement.

34. The contributions of my forefathers and my own towards the stability of the British Empire are matters of history; I have not referred to them, as my letter to Your Excellency is not intended to seek any reward for acts of devotion on the part of a Faithful Ally, but to assert my claim and to invoke justice at the hands of His Majesty's Government.

Yours sincerely

(Sd.) Mir Osman Ali Khan