

Chapter 16

2. The Baroda Contingent.

In the foregoing account of the subsidiary force a reference to contingent is already made. Its origin and its latter continuance with modified nature of work, and its releasing ~~xx~~ in consideration of an annual payment of 3³/₄ lakhs of rupees is in itself an interesting story, but at the same time was a great financial burden on the Gaekwad's State and formed a subject of consistent complaint whenever the opportunity~~x~~ presented.

Its constitution.

By Article 8 of the Supplement to the Definitive treaty of 1817, it was stipulated, "The Gaekwad Government also binds itself to maintain and hold at the disposal of the Hon'ble Company to act with the subsidiary force, whenever it may be employed, and to be subject to the general command of the Officer Commanding the British Troops, a body of 3000 effective cavalry to be supported exclusively at the expense of His~~x~~ Highness the Gaekwad and that His Highness will conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent horse, its regular monthly payment, the condition of its arms and accoutrements according to the custom of the Gaekwad Government (A.T. Vol. VIII, P. 75).

Duties.

After the contingent was formed, it was required to proceed on active service with the subsidiary force in the Pindharee and the Maratha wars, 1818-19-20. The contingent rendered good services and helped the British Government in acquiring large portions of territories and although it was agreed in the aforesaid Article of the said Treaty

that the claim of His Highness' Government "to benefit by any future partition of territory acquired in foreign wars" * would be considered, the claim was not allowed.

After its return from Malwa, the contingent was divided into three bodies of 1000 each and sent to do duty in the Gaekwad's tributary districts. Article 8 of the treaty quoted above apparently gave the East India Company no right to the serving of this force (contingent) except where the subsidiary force could be employed. The Baroda Government was, however, quick to point out this. In 1820, however, the occasion for any employment of the contingent force ceased altogether, for in that year the Baroda Government undertook not to send any of its forces into the Tributary Mahals, for the collection of their tribute, which the British Government undertook to do for them, free of expense.

The contingent force instead of being then disbanded continued to be employed on police duties in the Tributary Mahals. The contingent was not intended for this sort of Administrative Civil Work, and the Court of Directors in their despatch to the Bombay Government, dated 18th October 1837, observed:- " we have on a former occasion distinctly apprised you that you do not consider the Treaty with the Gaekwad to give us any right to the services of the Contingent except to act with the subsidiary force, wherever it may be employed. x x x
As now employed, it generally does not act with any portion of the Company's troops, but seems to be employed without any warrant from

the Treaty as a sort of police force. The employment of any part of the contingent for such purposes must ^{be} wholly optional with the Gaekwad**

Departure from Treaty.

This was a departure from the Treaty of 1817; and in due course of time the practice grew up of holding it available at all times for Police duty in the tributary Mahals when not employed. with the subsidiary force. despite the express desire of the Court of Directors as quoted above. In 1858, the East India Company requested His Highness the Maharaja Khanderao Gaekwar to ratify this practice and in a letter dated 17th June 1858% to the address of Sir R.C. Shakespeare, then Resident at Baroda he agreed as follows:-

"When the contingent horse is not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary Mahals in Gujarat and Kathiawar, then shall continue doing duty in the tributary Mahals as the British Government may require."

The contingent force was agreed to be maintained "according to the custom of the Gaekwad Government." Its ideals of discipline and efficiency could not be fairly compared with those of the British Army; and moreover its employment on police work in distant Mahals was not calculated ~~to~~ to enhance its efficiency. In 1830, however, the alleged inefficiency of the contingent was made a ground for special corrective action against the Baroda State. The State was called upon

to render two thirds of the contingent cavalry efficient* and on failure to do so, lands yielding about Rs. 15,00,000% were sequestered and only restored on the Maharaja's agreeing to deposit Rs. 10,00,000 with the British Government. Further by way of fine, part of the revenues of Petlad was appropriated towards the maintenance of a new body of cavalry called the Gujarat Irregular Horse. These actions of the British Government were flagrant violation of the spirit and letter of the treaty engagements, but Baroda had no other go but to endure it without uttering a word.

In 1841, by the arrangement with Sir James Carnar an annual payment of Rs. 3,00,000 was levied for this new (Robert's Risala) Gujarat Irregular Horse; and permission was given to reduce the contingent force at any time to 1,500 men to be employed for service in Kathiawar and other Tributary Mahals.%

The proceedings of 1858, when the services of the late Maharaja Khanderao on the occasion of the mutiny were rewarded, disclosed how the beneficent intentions of the Home Government were frustrated by the officers on the spot. In their despatch No. 64 of 1st September 1858, the Court of Directors, while ordering the removal of the obnoxious burden of Rs. 3,00,000 every year, for the Gujarat Irregular Horse which was then disbanded, expressed a hope that the Gaekwad "would cheerfully forego his intention of availing himself of the right which he possessed under the arrangement made by Sir James Carnar of reducing that contingent to the number of 1500," but they did not intend the Governor-General to urge that point, should His Highness evince any reluctance to revise that arrangement.

* A.T. New Series . Vol IV P. 183 or Selection XIII P. 79.

% H.P.O. Selection #20 XIII P. 114-115

Sir R. Shakespeare, the then Resident at Baroda * pointed out to the Government of India that the proposal to show appreciation of the Gaekwad's fidelity by a remission of the fine of Rs. 3 lakhs, if made without reference to the question of reducing the contingent Horse would leave that question still open and liable to cause British Government great inconvenience and expense on the Gaekwad's carrying out his reduction as he was authorised at any time to do. The Resident remarked that with a reduction of the Gaekwad Contingent Horse to 1,500 the Political Agents in Kathiawar, Rewakantha and Mahikantha, and Palanpur would find themselves unable to carry on the management of their districts. The Resident therefore, pressed for the obtaining from the Gaekwad his consent to cancelling that portion of Sir James Carnac's Kharita which authorised the reduction of the contingent Horse to 1,500. The remission of a fine, he observed, though ~~for~~ form a pecuniary point of view probably balanced by Gaekwad's relinquishing his right to reduce his contingent would still be a public honour to this Native State and would be gladly accepted as our, grateful recognition of the Gaekwad's fidelity and services.

The Government of India, however, in their despatch of 8th February 1859% noticed a serious omission on the part of the Resident in his negotiations by which he intended to secure a renunciation of the Gaekwad's right under Sir James Carnac's agreement to reduce the Contingent to 1,500 and a consequent reversion to clause 8 of the Treaty of 1817. The Resident had entirely overlooked one very important change in respect of the contingent Horse which was made in 1841; by which permission was reserved to employ the 1500 Horse "for service

in the Tributary Mahals." The treaty of 1817 only contemplated the maintenance of the Contingent Horse to act with the subsidiary force wherever it may be employed. The arrangement of 1841 had placed it beyond the power of the Gaekwad to refuse to allow the contingent to serve in the tributary Mahals. It was the wish of the Governor-General to secure without future question the services of the whole 3000 men of the Gaekwad's Contingent in the tributary Mahals. The Gaekwad having expressed a desire to be presented with two Morchhals (Peacock feather fans), the Resident was asked to use this opportunity for reopening the negotiations in regard to the contingent of 3,000 men serving in the tributary Mahals.

This correspondence fully explains how in his Yadi of 7th June 1858* His Highness Maharaja Khanderao while expressing his great pleasure at the Government in their kindness, remitting the three lakhs for the expenses of the Robert's Risala, and his assuring that in future there will remain on the part of this (Gaekwad) Sarkar the % "arrangement for 3000 swars remaining in service according to the received request written in the yad." A solemn treaty of 1817 was sought to be modified by such a vague yad and the Kharita to the Gaekwad forwarding a pair of Morchhals as a token of their cordial esteem closed the episode. The Gaekwad was thus duped by the magical charm of Morchhals, as it were.

The final letter from the Secretary of State, No. 51 dated 14th October 1859% was however equally remarkable. While expressing satisfaction, at the closing of the above negotiations, the Secretary of State understood the Gaekwad's obligation as only entailing on him the

* A.T. New Series Vol. IV P. 246.

% H.P.O. File No. 341/61 P.12.

duty of maintaining a contingent force of 3000 men , of whom 1500 were for service in the tributary Mahals when not employed with the - subsidiary force. The conduct of the Gaekwad was approved of as fully meriting both the substantial and the honorary reward of the Morchhals bestowed on him, and yet when in 1878 this obligation to keep 1,500 men employed in the Tributary Mahals was commuted into an ~~annual~~ annual payment, the amount of Rs. 3 $\frac{3}{4}$ lakhs was calculated on the basis of maintaining all the 3000 men of the contingent Horse instead of 1,500 men for service on police duties in the Tributary Mahals.

"A solemn engagement like a Treaty can only be modified by a Treaty", declared the Baroda Government, "the letter of 1858 from Maharaja Khanderao cannot have the effect of altering a Treaty."* In 1878, another Treaty was thought necessary when it was proposed to disband the contingent and to commute the obligation into an annual monetary payment, while negotiating such a Treaty, Raja Sir T. Madhav Rao pressed the above considerations on the attention of the Government of India for adopting a liberal and generous course.% In his anxiety to meet the wishes of the Government of India as far as possible, with due regard to the rights and interests of the Baroda Government, he eventually agreed to the annual payment of Rs. 3 $\frac{3}{4}$ lakhs; but he entreated "His Excellency the Viceroy still to consider whether a permanent annual charge of 3 $\frac{3}{4}$ lakhs of rupees on the Baroda State is not excessive with reference to the facts and circumstances which I have already submitted in the past correspondence." @ - Vide letter No. 6463 dated 29th June 1880.

*H.P.O. File No. 341/61 P. 13.

% Selection XIII P. 301.

@ " " P. 313

Baroda's Representation of 1918.

But the Baroda Representation of 1918 declared that 'Sir T. Madhav Rao occupied only a fiduciary position and he could not permanently impair the interests of the State by any such perpetual undertaking, not contemplated by the original Treaty.

And "under the Treaty the contingent was not to be employed in the tributary Mahals. In the engagements under which the British Government undertook the collection of tribute from this provinces, there was no obligation on the part of the Baroda State to maintain a police force therein, and as the British Government undertook to collect tribute free of expense to the Baroda Government, there is nothing either in the treaty or in the said engagements to justify the imposition of this annual burden of Rs. 3 $\frac{3}{4}$ lakhs on the Baroda Government to meet the police charges in the Tributary Mahals. His Highness' Government claim that they may be absolved from this burden."*

The Baroda Government further requested the British Government to recognise that this contribution of Rs. 3 $\frac{3}{4}$ lakhs was not a charge on tribute. This sum was recovered by a deduction from the tribute collected by the British Government on behalf of the Baroda State in the Tributary Mahals. But this was for the purpose of adjustment only; and if in any year the amount of tribute collected fell short of this sum, the Baroda Government had to make up the deficit. The payment had no connection whatsoever with the tribute payable to Baroda. Also under the Agreements this tribute was payable at Baroda and the British Government had undertaken to collect it free of expense.% The payment was not a charge on the tribute. It came out of

the revenues of the State~~x~~ as the expenditure on the contingent of 3,000 horse came out of the same revenues.

The Baroda Government further maintained that the contingent when it was ~~the~~ in existence used to do duty in the tributary Mahals but as mentioned before, this was not its main function or purpose. Its services were utilised in the tributary Mahals only when it was not employed with the subsidiary force. These duties in the tributary Mahals after the disbanding of the Contingent were performed by a body of mounted and foot police. The Baroda Government were not responsible for the payment of this body of mounted and foot police. It was obvious that this body could not perform the principal function of the Contingent, which was to serve with the British army when employed in the field. Under the former arrangement in war time in 1914 the contingent had to be removed from the tributary Mahals to accompany the subsidiary force in the field and provision had to be made for the performance of the duty in the tributary Mahals, the British Government, had to bear the cost of the provision so made.

"The payment is thus a cash contribution which the Baroda Government annually make in commutation of the obligation, which under the treaty of 1817 rested on them; to maintain a contingent of 3,000 horse for field service with the subsidiary force. That the British Government may as a matter of convenience be using the money to defray in part the cost of a police force in the Agencies, does not change its nature as a contribution for the maintenance of troops ready to serve with the British army."* and thus ^{the State} demanded the contribution, having regard to the original purpose of it, to be extinguished.

*From one of the representations on the subject.

The reader may note it profitably that the policy of the British Government with regard to such a vital matter as army and defence was principally guided by the motive that troops should be so raised and maintained by the Native States, under their (British) command, that they could be utilised not only for the defence of the Native States only or in India but could be used for the defence of the Commonwealth at any place and with this in mind the British Government did not lag behind or fear the loss of prestige resulting from non-observance of the treaty stipulations or taking such steps which might go against their express promises.