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East India House,  
7 July 1856. }

F. W. Prideaux,  
Ass' Examiner of Indian Correspondence.

COPIES of all TREATIES, CONVENTIONS, and ARRANGEMENTS with the Native States of India, made since the 1st day of May 1834.

## A R A B S.

ARABS.

## CONVENTIONS with the CHIEFS of the ARABIAN COAST.

TERMS of a Maritime Truce for Ten Years, agreed upon by the Chiefs of the Arabian Coast, under the Mediation of the Resident in the Persian Gulf, dated 1st June 1843.

\*We, whose seals are hereunto affixed, viz.

Sultan Bin Suggur, Chief of the Joasmee Tribe,  
Khalifa Bin Shukhboot, Chief of the Beni Yas,  
Muktoom Bin Butye, Chief of the Boo Falasa,  
Abdoollah Bin Rashid, Chief of Amulgavine,  
Abdool Azeez Bin Rashid, Chief of Ejmaun,

being fully impressed with a sense of the evil consequences arising from our subjects and dependents being prevented carrying on the pearl fishery without interruption on the banks, owing to the various feuds existing amongst ourselves, and, moreover, duly appreciating the general advantage to be derived from the establishment of a truce, do hereby agree to bind ourselves down to observe the following conditions:—

1st. That from the 1st June 1843, A. D., (the corresponding Mahomedan date, 2d Jumadee-ool-avul Hijree, 1259,) there shall be a cessation of hostilities at sea between our respective subjects and dependents, and that from the above date until the termination of the month of May 1853, A. D., an inviolable truce shall be established; during which period our several claims upon each other shall rest in abeyance.

2d. That in the event of any of our subjects or dependents committing any acts of aggression at sea upon those of any of the parties to this agreement, we will immediately afford full redress, upon the same being brought to our notice.

3d. That in the event of any acts of aggression being committed at sea upon any of our subjects or dependents, we will not proceed immediately to retaliate, but will inform the British Resident, or the Commodore of Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

4th. That on the termination of the month of May 1853, by God's blessing, we will endeavour to arrange either an extension of this truce, or a firm and lasting peace; but in the event of our being unable to come to a satisfactory adjustment regarding our respective claims, we hereby bind ourselves to give notice on or about the above date, to the British Resident, of our intention to renew hostilities after the expiration of the term now fixed upon for this truce, viz., the end of the month of May 1853.

Signed as in the Preamble.

## 2 TREATIES, CONVENTIONS, AND ARRANGEMENTS WITH THE

ARAB.

AGREEMENT with Shaikh Sultan Bin Suggur, Chief of Ras-ool-Khymah, ceding to British Cruizers the Right of searching his Vessels upon the High Seas when suspected of having Slaves on board, and also ceding the Right of Seizure and Confiscation in the event of the Suspicion being proved to be well founded.

In the event of vessels connected with my ports, or belonging to my subjects, coming under the suspicion of being employed in the carrying off (literally "stealing") and embarkation of slaves, men, women, or children, I, Sultan Bin Suggur, Shaikh of the Joasmee Tribe, do hereby agree to their being detained and searched, whenever and wherever they may be fallen in with on the seas, by the cruizers of the British Government; and further, that upon its being ascertained that the crews have carried off (literally "stolen") and embarked slaves, their vessels shall be liable to seizure and confiscation by the aforesaid cruizers.

Dated Shargah, 17th April 1838, A. D., corresponding with the 22d Mohurram, A. H. 1254, Mahomedan era.

The (Seal) of Sultan Bin Suggur.

(True translation.)

(signed) S. Hennell,  
Resident in the Persian Gulf.

AGREEMENT for the Suppression of the Slave Trade in the Persian Gulf, entered into by Shaikh Sultan Bin Suggur, Chief of Ras-ool-Khymah, dated off Ras-ool-Khymah, 3d July 1839.

I, Sultan Bin Suggur, Shaikh of the Joasmee Tribe, do hereby declare, that I bind and pledge myself to the British Government in the following engagements:

1st. That the Government cruizers, whenever they meet any vessel belonging to myself or my subjects beyond a direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Socotra, and ending at Cape Guadel, and shall suspect that such vessel is engaged in the slave trade, the said cruizers are permitted to detain and search it.

2d. Should it on examination be proved that any vessel belonging to myself or my subjects is carrying slaves, whether men, women, or children, for sale beyond the aforesaid line, then the Government cruizers shall seize and confiscate such vessel and her cargo; but if the aforesaid vessel shall pass beyond the aforesaid line, owing to stress of weather or other case of necessity not under control, then she shall not be seized.

3d. As the selling of males and females, whether grown up or young, who are "horr" or free, is contrary to the Mahomedan religion, and whereas the Soomalee tribe is included in the "ahrar" or free, I, Sultan Bin Suggur, do hereby agree, that the sale of males and females, whether young or old, of the Soomalee tribe, shall be considered as piracy, and that after four months from this date all those of my people convicted of being concerned in such an act shall be punished the same as pirates.

Seal of (L.S.) Sultan Bin Suggur.

(True translation.)

(signed) S. Hennell,  
Resident in the Persian Gulf.

A similar agreement to the above was entered into by Shaikh Khalifa, Bin Shukhtoot, on the 1st July 1839, and by Shaikh Mukhtoom, of Debaye, and Shaikh Abdoollah Bin Rashid of Amulgavine, on the 2d of the same month.

(signed) S. Hennell,  
Resident in the Persian Gulf.

## NATIVE STATES OF INDIA, MADE SINCE 1 MAY 1834.

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TRANSLATION of an Engagement entered into by Shaikh Sultan Bin Suggur, Chief of Ras-ool-Kymah and Shargah, for the Abolition of the African Slave Trade in his ports, dated the 30th April 1847.

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conventions have lately been entered into by his Highness the Imaum of Muscat and other powers with the British Government, for the purpose of preventing the exportation of slaves from the African coast and elsewhere, and it having moreover been explained to me, that in order to the full attainment of the objects contemplated by the aforesaid conventions, the concurrence and co-operation of the chiefs of the several ports situated on the Arabian coast of the Persian Gulf are required; accordingly I, Shaikh Sultan Bin Suggur, chief of the Joasmee Tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coast of Africa and elsewhere, on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurram 1264, A. H. (or 10th December 1847, A. D.)

And I do further consent that whenever the cruizers of the British Government fall in with any of my vessels or those belonging to my subjects or dependents suspected of being engaged in the slave trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coast of Africa, or elsewhere, upon any pretext whatever, they, the government cruizers, shall seize and confiscate the same.

Dated this 14th day of Jumadee-ool-Awul 1263 A. H., or 30th day of April 1847 A. D.

(L.S.)

(signed) Shaikh Sultan Bin Suggur.

(True translation.)

(signed) S. Hennell,  
Resident in the Persian Gulf.

The five following maritime Arab chiefs entered into engagements precisely similar to the above, on the dates mentioned opposite their respective names:

1. Shaikh Muktoom, of Debaye, on the 30th April 1847.
2. Shaikh Abdool Azeez, of Ejman, on the 1st May 1847.
3. Shaikh Abdoollah Bin Rashid of Amulgavine, on the 1st May 1847.
4. Shaikh Saced Bin Tohnoon of Aboothabee, on the 3d May 1847.
5. Shaikh Mahomed Bin Khuheefa of Bahrein, on the 8th May 1847.

(signed) S. Hennell,  
Resident in the Persian Gulf.

## S O H A R.

Sohar.

ENGAGEMENT entered into by Synd Suif Bin Hamood, Chief of Sohar, for the Abolition of the Slave Trade at his Ports, dated the 22d May 1849.

Article 1.—It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conditions have lately been entered into by the Ottoman Porte and other powers with the British Government, for the purpose of preventing the exportation of slaves from the coast of Africa and elsewhere, and it having moreover been explained to me that in order to the full attainment of the objects contemplated by the aforesaid conventions the concurrence and co-operation of the chiefs of the several ports situated on the Arabian Coast of the Persian Gulf are required, accordingly I, Synd Suif Bin Hamood, chief of Sohar, with a view to strengthen the bonds of friendship and amity existing between me and the British Government, do hereby engage to prohibit the exportation of slaves

#### 4 TREATIES, CONVENTIONS, AND ARRANGEMENTS WITH THE

ARABS.

slaves from the coasts of Africa and elsewhere, on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 29th Rujub 1265, or the 21st June 1849, A.D.

Art. 2.—And I do further consent that whenever the cruisers of the British Government fall in with any of my vessels or those belonging to my subjects or dependents suspected of being engaged in the slave trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated the engagement by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatever, they (the Government cruisers) shall seize and confiscate the same.

Dated this 20th day of Jumadee-ool-Akhur 1265, A.H., or 22d day of May 1849.

(L.S.)

(signed) *Synd Suif Bin Hamond.*

(True translation.)

(signed) S. Hennell, Resident, &c.

#### A D E N.

Aden.

PRELIMINARY Engagement entered into by Sultan M'Hassen, of Lahej, for the Transfer of Aden to the British Government, received by Captain S. B. Haines, I.N., at Aden, on the 23d of January 1838.

THE peace, mercy and blessings of the Almighty be with you.

We have received the letter, which, through Jaffer, you have written concerning our agreement about Aden, on the 5th of Shuval; but you must know that we have claims upon that place, as also have the tribes and sultans around it. About the delay of the two months, Zilkad and Zilhuj, to which you and I have agreed before the transfer, we earnestly desire that it be observed. You will go to Bombay, and there consult the government, while we will consult our people, the princes and shaikhs, and prepare their minds; then we and you, the Commissioner of the Company, will carry into effect the delivery of the fortress of Aden into your hand, and ratify the expenses of the tribes and sultans, the regulations and manner of proceeding of everything connected with the town, the war by land and sea; then you, as the Commissioner, shall receive a true and full account and ratified transfer of the fortress of the town. As for the said customs, one-half will be upon you and the other half upon us, after the two months, if it is agreed upon between us. On your arrival we will treat about the monthly or annual stipend; but the Arabs of the present town must remain under our name and our jurisdiction; all other people will be your subjects; and while we are treating after the delay of the two said months, you must not act aggressively against us, or wrest any part of Aden from us. If you did not observe the delay of two months, we will not be responsible to you for anything that may happen.

(Seal of Sultan M'Hassan Foudthel.)

Witness,

Rashed Bin Abdulla.

After the two months we will speak and treat with Captain Haines, and no other person.

EXTRACT from a Letter addressed by Sultan M'Hassen, of Lahej, to Captain Haines, under date the 23d January 1838.

Bismillahir Rahmanir Rahum bemunnihee t'alla, &c., and compliments.

What I now write is from Lahej, where all are well. Your letter reached me, and I understand all you wrote in that letter. I have finished with you on the subject of the town, and told you all. Jaffer came to me from you. I have spoken truth, and gave him a letter, and from his hand received another; I have given my seal that Aden is yours, and you must now give me yours as a security to me. You have both my letter and seal:

(signed) *Sultan M'Hassen.*

Dated 23d January 1838.

#### NATIVE STATES OF INDIA, MADE SINCE 1 MAY 1834.

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ARABS.

ENGAGEMENT concluded on the 2d February 1839 between Sultan M'Hassan of Lahej, on behalf of himself and the Abdallees, through his accredited Agent and Son-in-law, Sultan M'Hassen West, and Captain Haines, of the Indian Navy, on behalf of the Honourable East India Company.

Bismillahir Rahmanir Rahum bemunnihee t'alla. From this day and the future, Synd M'Hassen Bin West Bin Hamed Suffran gives this promise to Commander Haines, gentleman, on his own head, in the presence of God, that there shall be friendship, lasting friendship and peace, and everything good between the English and Abdallees; I promise no wrong or insult shall be done, but it shall be peace; and the British Government agree to the same, Sultan M'Hassen and all interior sultans agree to this, and I am responsible. All those even on the roads to the interior shall be kept from molesting any one, by me, as they were when Sultan M'Hassen possessed Aden. This is agreed upon between me and Commander Haines on the part of Government, and I promise to do even more than I have hitherto done, please God. I require respect from Commander Haines in return, and more than before, if possible.

Dated the 2d February 1839.

(signed) *Synd M'Hassan West.  
Hassan Kateef.  
S. B. Haines.*

ENGAGEMENT concluded on the 4th February 1839 between Sultan M'Hassan of Lahej and his Children, and Commander Haines of the Indian Navy, on behalf of the Honourable East India Company.

THIS treaty is formed between Synd M'Hassan and Hassan Kateef on account of the Sultan of Lahej and Commander Haines, the Agent to the Government.

On the word and promise of Sultan M'Hassan, I promise that no insult or molestation shall take place on the road, or between the English and my people, and that all shall be peace and quietness; and I agree that between my people and your people there shall be no difference or oppression, and that the English agree that all shall be peace, and that all merchants shall be free to trade without oppression.

Dated 4th February 1839.

(signed) *Said M'Hassan Bin West.  
Hassan Bin Abdulla Kateef.  
S. B. Haines.*

Witnesses,

Rashed Abdulla.

Hajee M'Hassan Shah Moutee.

Hajee Jaffer.

BOND entered into on the 18th June 1839 by Sultan M'Hassan, after Aden came into the possession of the British, on signing which he received the First Payment on account of the Stipend of Five hundred and Forty-one German Crowns per Mensem, which the British Government agreed to allow him while he remained faithful to his Engagements.

Sultan M'Hassan Foudthel, his sons Sultan Ahmed M'Assen Foudthell Ali Abdulla and Foudthell, enter into an engagement of peace and friendship on the part of their Government, and Captain S. B. Haines of the Indian Navy, Political Agent at Aden, on the part of the Government of the East India Company.

Article 1.—Sultan M'Hassan and his sons engage themselves to keep their territory and roads in peace and security, so that the weak and poor people may communicate in safety with each other, the Sultan being responsible for every wrong done on the road by any of the Sultan's people. The Sultan will always preserve peace and friendship with the British Government, their interests being united by the British possessing Aden in perpetuity.

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Art. 2.—Captain Haines agrees to pay the stipends of Foudthel, Yaffar, Houshebee, and Ameer Tribes, as originally paid by Sultan M'Hassan of Lahej.

Art. 3.—Captain Haines agrees to pay to Sultan M'Hassan and his descendants the sum of German crowns 6,500 from the month of Zilkad 1254.

Art. 4.—From Khore Muksa towards Lahej is to be under the jurisdiction of the Sultan, according to the known confines of Abdallee territory.

Art. 5.—If there happen war against Abdallee, or territory of Lahej, or Aden, the contracting parties will assist each other.

Art. 6.—The subjects of the Sultan entering Aden will be under the jurisdiction of the British Government for the time, and the British subjects resorting to Lahej will be under the jurisdiction of the Sultan for the time being.

Art. 7.—Everything belonging to the Sultan or his sons entering or going out of Aden will be free from Custom duties.

Dated the 6th of Rubee-oos-sanu (corresponding with the 18th June 1839, A.D.)

(Seal of Sultan M'Hassan Foudthel.)

Witnesses.

(signed) Jaffer, Native Assistant of Captain Haines.  
Hassan Abdulla Kateeb.  
Abdu Saffi Bin Abdulla Rabia.  
Ali Bin Abdulla.

ENGAGEMENT concluded on the 11th February 1843, between Captain Haines, Political Agent at Aden, and the Sultan of Lahej.

THIS treaty is made by Sultan M'Hassan Foudthel, his heirs and successors, the tribes of the Azeibee and Salamee, on their visit to Aden, on Saturday the 27th day of Shah el Hujel Haram 1258.

Being anxious to make peace with the British Government, Captain Stafford Bettesworth Haines in the name of the British Government has given his consent, and has made peace with Sultan M'Hassan Foudthel and his adherents, and on this treaty has Sultan M'Hassan Foudthel placed his seal, and Captain Stafford Bettesworth Haines, on the part of the British Government, has set his seal.

Inasmuch as peace is good and desirable for both parties, the Sultan M'Hassan Foudthel of Lahej, in the name of himself, heirs, successors, and the tribes of Selamee and Azeibee, and Captain Stafford Bettesworth Haines on the part of Her most Gracious Majesty Queen Victoria I. of Great Britain and Ireland, have made this holy agreement, that between the two governments shall exist a firm and lasting friendship that shall never be broken, from the beginning unto the end of all things; and to this agreement God is witness.

Article 1.—In consideration of the respect due to the British Government, Sultan M'Hassan Foudthel agrees to restore the lands and property of all kinds belonging to the late Hassan Abdulla Khateeb, agent to the British at Lahej, after such property shall be proven. But the Sultan M'Hassan expects in return that certain revenue and territorial books, styled "Deiras," said to be in the possession of the Khateeb family, should be restored to the Government of Lahej, and then their persons shall be safe, should they wish to go inland.

Art. 2.—The Sultan will, on the same consideration, and has in the presence of witnesses settled all claims made by Chumacel, the Jew, and he will also attend to all claims that may be brought against him during his fifteen days' residence in Aden.

Art. 3.—Such transit duties as shall be hereafter specified shall be exacted by the Sultan, who binds himself not to exceed them. The Sultan will also, by every means in his power, facilitate the intercourse of merchants, and he shall in return be empowered to levy a moderate export duty.

Art. 4.

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Art. 4.—The Sultan engages to permit British subjects to visit Lahej for commercial purposes, and to protect them, allowing toleration of religion, with the exception of burning the dead.

Art. 5.—Should any British subject become amenable to the law, he is to be made over to the authorities at Aden, and in like manner are the subjects of the Sultan to be made over to his jurisdiction.

Art. 6.—The bridge of Khore Muksa is English property, and as such shall be kept in order by them; but should it be proved that it is destroyed by the followers of the Sultan, he shall repair it.

Art. 7.—The Sultan binds himself, as far as he can, to keep the roads clear of plundering parties, and to protect all merchandise passing through his territories.

Art. 8.—British subjects may, with the permission of the Sultan, hold in tenure land at Lahej, subject to the laws of the country, and in like manner may the ryots of the Sultan hold property in Aden, subject to the British laws.

Art. 9.—Such articles as the Sultan may require for his own family shall pass Aden free of duty, and in like manner all presents and all Government property shall pass the territories of the Sultan free from transit duty.

Art. 10.—With regard to the stipend of the Sultan, it entirely rests with Captain Haines and the British Government. The Sultan considers the British his true friends, and likewise the British look upon the Sultan of Lahej as their friend.

This treaty is concluded on the 11th day of Shah Mohurram el Haram Ashoor, in the year of the Hijree 1258 (corresponding with the 11th February 1843 A.D.)

(Seal of Sultan)  
M'Hassan Foudthel.)

(signed) Sultan M'Hassan Foudthel.

(Seal of Captain Haines.)

(signed) S. B. Haines, Captain Indian Navy,  
and Political Agent at Aden.

Memorandum.—This engagement having been submitted to the Government of India, this Government was, in reply, informed by that authority, under date the 18th November 1843, that it cannot be looked upon as a treaty susceptible of formal recognition and ratification; but must be considered of the nature of an engagement between the Political Agent and the Sultan, and as such may be respected.

The following Further Bond was entered into by the Sultan of Lahej on the 20th February 1844, previous to the renewal by Government of payment of his monthly Stipend of 541 German crowns, which had been stopped in consequence of his having broken his former engagements.

1. The Right honourable the Governor-general of India having been graciously pleased to grant to me a monthly salary of 541 German crowns so long as I continue to act honestly and amicably towards the British in every respect, adhering to the terms of my late bond, dated 11th February 1843, especially sworn and delivered to Stafford Bettesworth Haines, Esq., Captain in the Indian Navy, and Political Agent at Aden,—

2. I hereby solemnly attest the religious sincerity thereof, and moreover declare that in all things relating to the peace, progress, and prosperity of Aden, I will use every effort to avert calamity, and lend my utmost aid to support the interests of the British flag; and I will conform in all intention and purpose to the Articles specified in my late bond, dated 11th February 1843.

3. I further bind myself by oath, that should any breach of faith or trespass on the aforesaid bond, either as concerning myself, children, chiefs, or any other person or persons of my tribe, or those in my pay, or any individual whomsoever in any way or by any means connected with my government or under my jurisdiction, or should one or any of the aforesaid persons be in any manner convicted of having

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having been privy to or accessory to such breach of faith or trespass on the treaty, or of committing any act of plunder whatever on the roads leading into Aden from the interior, to take the whole responsibility on myself, and to be answerable to the British; and if I or other above mentioned, either openly or by secret machination protect any offender, and do not render entire satisfaction of the British, I freely and solemnly swear to relinquish all claim to the salary granted by the Right honourable the Governor-general of India, and declare myself perjured before all men.

4. I further swear, that if I do not strictly abide henceforth by the bond dated 11th February 1843, and the above-mentioned conditions, all claim I may have on the kindness, friendship, and generosity of the British Government is rendered null; and consequently for any breach of truth or aggression on my part for the future I render myself open to the severest retribution.

Dated the 20th February 1844.

(Seal of the Sultan.)

(signed) Sultan M'Hassan Foudthel.

(signed) S. B. Haines, Captain Indian Navy,  
and Political Agent at Aden.

TREATY concluded between the Honourable the East India Company and Sultan Ali M'Foudthel of Lahej (Aden), under date the 7th May 1849.

To secure commercial advantages, with friendly intercourse, goodwill, and lasting peace to both powers, this treaty is made, agreed to, sealed, and signed by those possessing full power and authority; viz. Sultan Ali Bin M'Hassan Foudthel, for himself, his heirs and successors, also for the Azeibee and Selamee tribes, and all other tribes and divisions of tribes under his government, authority, or control, and Stafford Bettsworth Haines, esq., Captain in the Indian Navy, and Political Agent at Aden, being invested with full power so to do from the Right honourable the Governor-general of India; but it must be subject to the final ratification of the Government of India.

Inasmuch as peace and commercial intercourse and prosperity is good and desirable among all nations, and particularly advantageous to the powers above named, the Sultan Ali Bin M'Hassan Foudthel, of Lahej, in the name of himself, heirs, successors, and all tribes under his government, control, and authority, and Captain Stafford Bettsworth Haines on the part of the Right honourable the Governor-general of India, make this agreement, that between the two Governments shall exist a firm and lasting friendship, and shall never be broken; and both parties agree to and ratify under seal and signature the following articles:—

Article 1.—In consideration of the respect due to the British Government, Sultan Ali M'Hassan Foudthel binds himself to secure to the rightful owners all ground, household, or other property that may be within the limits of his territory belonging to the British subjects of Aden, and that their persons or agents shall be safe and respected should they proceed inland to look after and collect the rents of such property, or for any other correct purpose.

Art. 2.—Sultan Ali M'Hassan Foudthel engages to permit British subjects, and all inhabitants of Aden, to visit Lahej or any part of his territory for either commercial purposes or pleasure excursions. He will ensure them protection and full toleration of religion, with the exception of burning the dead.

Art. 3.—Should any British subject become amenable to the law, he is to be made over for trial and punishment to the authorities at Aden.

Art. 4.—British subjects may, with the permission of the Sultan of Lahej, hold in tenure land at Lahej or other towns or villages in his territory subject to his laws, and in like manner may the sults of the Sultan of Lahej hold property in Aden subject to British law and jurisdiction.

Art. 5.—The bridge of Khore Mukla, and the plain between it and the mountains of Aden forming the isthmus, is British property, and no farther north.

Art. 6.

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Art. 6.—Sultan Ali M'Hassan Foudthel binds himself to keep the roads leading to Aden clear of plundering parties, and protect all merchandise passing through his territory, if in his power, all who plunder, molest, or injure others.

Art. 7.—Such articles as the Sultan of Lahej may personally require for his own household shall pass Aden free of all Customs duty, and in like manner all Government property shall pass the territories of the Sultan free from transit duty.

The Sultan of Lahej binds himself to levy only the following transit duties within his territory upon all goods passing into Aden from the hills; viz., belonging to British subjects:

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Wheat                          | - | - | - | - | - | - | - | - | - |
| Jowari                         | - | - | - | - | - | - | - | - | - |
| Flour                          | - | - | - | - | - | - | - | - | - |
| Ghee                           | - | - | - | - | - | - | - | - | - |
| Grapes and fruits of all kinds | - | - | - | - | - | - | - | - | - |
| Honey                          | - | - | - | - | - | - | - | - | - |
| Foah                           | - | - | - | - | - | - | - | - | - |
| Dholl                          | - | - | - | - | - | - | - | - | - |
| Senna                          | - | - | - | - | - | - | - | - | - |
| Gums frankincense              | - | - | - | - | - | - | - | - | - |
| Worru                          | - | - | - | - | - | - | - | - | - |
| Coffee                         | - | - | - | - | - | - | - | - | - |
| Khâat                          | - | - | - | - | - | - | - | - | - |
| Vegetables                     | - | - | - | - | - | - | - | - | - |
| Wood                           | - | - | - | - | - | - | - | - | - |
| Grass and kirby                | - | - | - | - | - | - | - | - | - |

2 per cent. upon inland value.

free of duty, being the growth of the Abdali territory.

And 2 per cent. upon all articles not enumerated.

Articles passing out from Aden into his territory:

|                         |   |   |   |   |   |   |   |   |   |
|-------------------------|---|---|---|---|---|---|---|---|---|
| Outub cotton            | - | - | - | - | - | - | - | - | - |
| Snuff                   | - | - | - | - | - | - | - | - | - |
| Pepper                  | - | - | - | - | - | - | - | - | - |
| White and cotton cloths | - | - | - | - | - | - | - | - | - |
| Iron and lead           | - | - | - | - | - | - | - | - | - |
| Hookas                  | - | - | - | - | - | - | - | - | - |
| Dates                   | - | - | - | - | - | - | - | - | - |

And 2 per cent. on all articles not enumerated.

Art. 8.—Sultan Ali M'Hassan Foudthel binds himself to encourage the growth of all kinds of European and native vegetables for Aden market.

Art. 9.—Sultan Ali M'Hassan Foudthel most solemnly attests the religious sincerity of this agreement, and moreover declares that in all things relating to the peace, progress, and prosperity of Aden he will lend his utmost aid to support the interest of the British, and will listen to, and, if possible, attend to the advice of the British Government's representative in all matters.

Art. 10.—Sultan Ali M'Hassan Foudthel further binds himself by oath, that should any breach of faith or trespass on the aforesaid bond, either as concerning himself, children, relatives, chiefs, or any other person or persons of his tribe, or those in authority under him or in his pay, or by any means connected with his Government or under his jurisdiction, or should one or any one of the aforesaid persons be in any manner convicted of having been privy to, or accessory to such breach of faith or trespass on the treaty, or of committing any act of plunder on the roads leading to Aden through his territory, to take the whole responsibility on himself, and to be answerable to the British Government; further, if he, or any other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, and for any breach of the above articles, he freely and solemnly swears to relinquish all claims to the salary (hereafter mentioned) granted by the Right honourable the Governor-General of India, and declares himself a perjured man.

Art. 11.—Stafford Bettsworth Haines, Captain in the Indian Navy, and Political Agent at Aden, being duly authorized, does hereby solemnly promise, in the name of

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of the Right honourable the Governor-General of India, to pay to Sultan Ali M'Hassan Foudthel, his heirs and successors, the sum of 541 German crowns per month, so long as he or they continue to act with sincerity, truth, and friendship towards the British, and in every respect strictly adhering to the terms of this treaty.

This treaty is concluded and agreed to this 7th day of May, in the year of our Lord 1849.

(Seal of the  
Sultan of Lahej.)

(signed) *Ali M'Hassan Foudthel.*

(Seal.)

(signed) *Stafford Bettesworth Haines,*  
Captain I. N., and Political  
Agent at Aden.

(Seal.)

(signed) *Dalhousie.*

*Memorandum.*—This treaty was ratified by the Right honourable the Governor-General of India, on the 30th October 1849.

*Memorandum.*—During the months of January, February, and March 1839, the following Engagements were concluded by Captain Haines, Political Agent at Aden, with the undermentioned Tribes inhabiting countries in the vicinity of Lahej.

Hazzabee Tribe.

## HAZZABEE TRIBE.

ENGAGEMENT of Friendship and Peace concluded on the 31st January 1839, between Captain *Haines*, of the Indian Navy, on behalf of the Honourable East India Company and the Hazzabee Tribe.

BISMILLAHIR Rahmanir Raheem Benunnihee 'alla. This agreement is between the Hazzabees for peace, on the part of Shaikh Abdullah Hazzab, Shaikh Hamed Bin Abdullah Hazaab, Shaikh Mahomed Bin Abdullah Hazzab, Mukkee Hazzabee, and Commander Haines, the English agent, on the part of Government. We are now friends, and promise peace and friendship, great and lasting friendship, and that our hearts and wishes are one.

Further, that there shall be peace and friendship with Aden; and that, when any of our subjects or the subjects of Britain pass into each other's territory, neither party shall be insulted or injured. We are one. If the subjects of either do wrong, they are to be given over for punishment by their own laws.

Dated 31st January 1839.

Witnesses.

Synd Alooc Bin Hydroos,  
Ali Bin Boobekur,  
Raschid Abdullah.

(signed) *Shaikh Mahomed Bin Abdullah.*

*Hazzab Mukkee Hazzabee.*

(signed) *S. B. Haines.*

Chief of Waheel.

## CHIEF OF WAHEEL.

ENGAGEMENT concluded on the 2d February 1839, between Synd Mahomed Jaffer Bin Synd Hydroos, Chief of Waheel, and all under him, and Commander *Haines*, of the Indian Navy, on behalf of the Honourable East India Company.

We agree to lasting peace and friendship.

Aden is open for our free intercourse and friendship, and so is our country to each other; and both parties agree there shall be no oppression or insult.

Dated 2d February 1839.

(signed) *Synd Mahomed Jaffer Bin Synd Hydroos.*

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## HAGRABEES.

Hagrabees.

ENGAGEMENT of Peace and Friendship entered into on the 4th February 1839, by Sultan Hydra Bin Maidee, of the Hagrabees, and Shaikh Abdul Kureem Bin Sallah Maidee, Shaikh Foudthel Bin Hydra Bin Admed of Sela, Hagrabee Chiefs, with Commander *Haines*, of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN the British and Hagrabees there shall be peace and lasting friendship. Aden, belonging to the English and the Hagrabee tribe, shall be at peace, and firm friends. If the subjects of either wish to have free intercourse in each other's territory, they shall be welcome, and receive neither molestation nor insult.

If the English wish to enter the Hagrabee territory they shall be respected and received with kindness, for they are friends. If any disturbance should take place between the subjects of either country, the culprit, if English, is to be given over to the laws of Aden, if Hagrabee, to the laws of the Sultan, for punishment.

In witness of the agreement in the presence God.

Dated Aden, the 4th February 1839.

Signed by Sultan *Hydra Bin Maidee.*

Witnesses.

Synd Alooc.  
Raschid Abdulla.  
Jaffer Bin Moolla Abool.

(signed) *S. B. Haines.*

## SHAIKH EL ABBADEE.

Shaikh el Abbadee.

ENGAGEMENT entered into on the 18th February 1839 between Shaikh Iwas Bin Sallaam el Abbadee and his Tribe, with Commander *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN our respective territory there shall be peace and friendship, and Aden shall be at peace with the Abbadees.

A free intercourse for barter shall be permitted, without insult or oppression; and in proof of the faith of this, Shaikh Iwas Bin Sallaam agrees that his people shall not molest or plunder on the roads leading to Aden, and if any such misdemeanor occurs he will be answerable.

Dated the 18th February 1839.

(signed) *Iwas Bin Sallaam el Abbadee.*

Witness.

Synd Alooc.

(signed) *S. B. Haines.*

## SHAIKH MAIDEE.

Shaikh Maidee.

ENGAGEMENT of Peace and Friendship entered into on the 18th February 1839 by Shaikh Maidee Bin Ali Zabaree, with Commander *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN us and our countries there shall be peace and friendship. It shall be lasting. Our interest shall be one.

We agree that Aden and the English shall be at peace with my tribe, and that the subjects of either may enter the other's territory, and shall neither be oppressed nor insulted, but treated with friendship. This we promise on both sides.

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Whoever may enter Aden of Shaikh Maidee's tribe shall be respected and allowed free intercourse, attending of course to the laws.

If robbery on the roads take place, either by Shaikh Maidee's tribe or any other within his district, he will be responsible.

Dated the 18th February 1839.

(signed) *Shaikh Maidee Bin Ali.*  
(signed) *S. B. Haines.*

Witnesses.

M'Hassan Shah Moutee.  
Synd Alooe.

Shaikh of Zaidee.

SHAIKH OF ZAIDEE.

ENGAGEMENT entered into on the 18th February 1839 by the Shaikh of Zaidee, Shaikh Sallah Ammoidee, with Commodore *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN OUR respective countries there shall be peace and friendship, and Aden be at peace with us. The subjects of either may enter the other's territory without being subject to insult or oppression, merely attending to the laws.

Dated the 18th February 1839.

Witness. (signed) *Shaikh Sallah Ammoidee.*  
(signed) *S. B. Haines.*  
Abdool Russook Kazee.

Subees.

SUBEEES.

ENGAGEMENT entered into on the 19th February 1839 by Shaikh Mahomed Synd Muswadee, and Shaikh Iwas Abdullah, Shaikh Mahomed Bin Ahmed, Shaikh Koel of the Muswaidee Territory of the Subees, and Commander *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN US there shall be friendship and lasting peace; our wishes shall be one of kindness. Aden shall be at peace with us, and the subjects of both countries shall be at peace. No molestation or insult shall be offered in their intercourse with each other.

Dated the 19th February 1839.

Signed by the Chieftains.

Witnesses.

Aadul Russooh Kazee of Aden.  
Jaffer Bin Moolla Abool.

ENGAGEMENT of Peace and Friendship entered into on the 20th February 1839 by Shaikh Mahomed Bin Ali Busalee of the Southern Subdivision of the Subees, with Commander *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

BETWEEN us there shall be lasting friendship and peace, and we agree to it in the presence of God. Our friendship shall be as one.

There shall be peace with Aden, and the subjects of my tribe and the subjects of the British shall have free intercourse, and not be molested or insulted in either's territory.

Any breach of this treaty, or of the roads to the Red Sea being infested with robbers, shall be on the head of the Shaikh Mahomed Bin Ali, and he will be answerable that no Kafelas shall be molested. This Shaikh Mahomed Bin Ali not only promises in his own district, but in that of the tribe of Artefee, whom he also controls.

If,

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If property, either from Aden or from the Subee territory, wishes to pass through the other territory, it shall be respected and protected; and for any infringement Shaikh Mahomed Busalee shall be answerable.

Dated the 20th February 1839.

(signed) *Shaikh Mahomed Bin Ali Busalee.*

Witnesses.

Synd Alooe.  
Ali Bin Abdulla.  
Shaikh Arsel Musaidee.

(signed) *S. B. Haines.*

YAFFAAES.

Yaffaaes.

ENGAGEMENT of Friendship and Peace entered into on the 21st February 1839 by Shaikh Arsel Bin Hydee Bin Ahmed Musaidee of a District of the Yaffaaes, and the accredited Agent from the ancient Chieftain Sultan Ali Goolab of the Yaffaaes, with Commander *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

WE agree that there shall be peace and friendship between us, and that the English at Aden shall be at peace with us. Should the subjects of either country enter the other's territory they shall not be molested or insulted, but be considered as friends.

If Kafelas from the Yaffaae district wish to enter Aden by the Gar Wallah territory for trade they shall not be molested, but the property respected by both parties, and the owners allowed free intercourse and barter. They may export from Aden, and they shall be respected.

Dated Aden, the 21st February 1839.

(signed) *Shaikh Arsel Bin Hydee Bin Hamed.*

Witness.

Alli Abdullah Synd Alooe.

SHERZEBEE TRIBE.

Sherzebee Tribe.

ENGAGEMENT of Friendship and Peace entered into on the 10th March 1839, by Aoun Bin Yoosoof Sherzebee with Captain *Haines* of the Indian Navy, on behalf of the Honourable East India Company.

THIS paper is my witness, and is written by Shaikh Kasim Bin Synd Sherzebee, and the interpretation is good. I am a friend, and a great friend, with the English; it is true and permanent friendship. I trust in God that it will never be otherwise, and that nothing wrong shall ever take place, not even the slightest insult. My people shall enter your territory, and yours mine, as friends. Whatever the English please shall be done, and there shall never be two words. I will always act upon your seal, whatever it may be. Our friendship is known to God, and he is witness to it.

Dated the 10th March 1839.

(signed) *Aoun Bin Yoosoof Sherzebee.*

Witnesses,

Synd Alooe Bin Zain Bin Sub Hythroos.  
Jaffer Haydee Shaikh Othman.

(signed) *S. B. Haines,*  
Political Agent.

## ARABS.

PERPETUAL TREATY of Peace, agreed upon on the 4th May 1853, by the Chiefs of the Arabian Coast, under the mediation of Captain *Arnold Burrowes Kemball*, Resident in the Persian Gulf.

Treaty of Peace in perpetuity, agreed upon by the Chiefs of the Arabian Coast, in behalf of themselves, their Heirs and Successors, under the mediation of the Resident in the Persian Gulf.

We, whose seals are hereunto affixed, Shaikh Sultan Bin Suggur, Chief of Rasool Khymah; Shaikh Saeed Bin Tahnoon, Chief of Aboothabee; Shaikh Saeed Bin Butye, Chief of Debaye; Shaikh Humaid Bin Rashid, Chief of Ejman; Shaikh Abdoollah Bin Rashid, Chief of Amulgavine.

Having experienced for a series of years the benefits and advantages resulting from a maritime truce\* contracted amongst ourselves, under the mediation of the Resident in the Persian Gulf, and renewed from time to time up to the present period; and being fully impressed, therefore, with a sense of the evil consequences formerly arising from the prosecution of our feuds at sea, whereby our subjects and dependents were prevented from carrying on the pearl fishery in security, and were exposed to interruption and molestation when passing on their lawful occasions; accordingly, we, as aforesaid, have determined, for ourselves, our heirs and successors, to conclude together a lasting and inviolable peace from this time forth in perpetuity, and do hereby agree to bind ourselves down to observe the following conditions:—

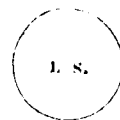
1. That from this date, viz. 25th Rujub 1269, 4th May 1853, and hereafter, there shall be a complete cessation of hostilities at sea, between our respective subjects and dependents, and a perfect maritime truce shall endure between ourselves and between our successors respectively for evermore.

2. That in the event, which God forbid, of any of our subjects or dependents committing an act of aggression at sea upon the lives or property of those of any of the parties to this agreement, we will immediately punish the assailant, and proceed to afford full redress upon the same being brought to our notice.

3. That in the event of an act of aggression being committed at sea by any of those who are subscribers with us to this engagement, upon any of our subjects or dependents, we will not proceed immediately to retaliate, but will inform the British Resident, or the commodore at Bassadore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

We further agree, that the maintenance of the peace now concluded amongst us shall be watched over by the British Government, who will take steps to insure at all times the due observance of the above articles, and God of this is the best witness and guarantee.

*Abdoollah Bin Rashid,*



Chief of Amulgavine.

*Humaid Bin Rashid,*



Chief of Ejman.

*Saeed Bin Butye,*



Chief of Debaye.

*Saeed Bin Tahnoon,*



Chief of the Beni yas.

*Sultan Bin Suggur,*



Chief of the Joasmees.

*Memo.*—This treaty was approved by the Most Noble the Governor-general of India in Council on the 24th August 1853.

## BUHAWULPOOR.

BUHAWULPOOR.

TREATY concluded between the Honourable the East India Company and Nuwab Buhawul Khan, Ruler of Buhawulpore, dated the 22d of February 1833.

By the blessing of God the friendly connexion between the Honourable the East India Company and the State of Buhawulpore, which commenced on the occasion of the Honourable Mr. Elphinstone's visit to Cabool in 1808-9, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bahawulpore, on the part of the Right honourable Lord W. C. Bentinck, G. C. B. and G. C. H., the Governor-general of British India, in order to improve these amicable relations, and concert the opening of the navigation of the Rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding states, the following are the articles of a treaty which has been concluded through the agency of that officer between the Honourable the East India Company on the one part, and Nuwab Rook-nood-Dowlah Hafezool Moolk Mookhlisood Dowlah Mahomed Bahawul Khan Abbasee Noosrut Jung Bahadoor, the chief of the Doodpootrahs, on the other, for the purpose of confirming the friendship of the two states, the opening of the trade by the above-mentioned rivers, and regulating the manner in which the arrangements connected with it are to be carried into effect.

Article 1.—There shall be eternal friendship and alliance between the Honourable the East India Company and Nuwab Mahomed Bahawul Khan, his heirs and successors.

Art. 2.—The Honourable the East India Company engage never to interfere with the hereditary or other possessions of the Buhawulpore Government.

Art. 3.—As regards the internal administration of his government, and the exercise of his sovereign rights over his subjects, the Nuwab shall be entirely independent as heretofore.

Art. 4.—The officer who may be appointed on the part of the British Government to reside in the Bahawulpore state shall, in conformity with the preceding Article, abstain from all interference with the Nuwab's Government, and respect the preservation of the friendly relations of the two contracting parties.

Art. 5.—The Honourable the East India Company having requested the use of the Rivers Indus and Sutlej, and the roads of Buhawulpore, for the merchants of Hindoostan, &c., the government of Buhawulpore agrees to grant the same through its own boundaries, if the persons aforesaid be provided with passports.

Art. 6.—The government of Buhawulpore engages to fix, in concert with the British Government, certain proper and moderate duties to be levied on merchandise proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

Art. 7.—It is further agreed that the tariff or table of duties fixed as above shall be published for general information; and the custom-house officers and farmers of the revenues of the Buhawulpore Government will be especially directed not to detain the passing trade, after having collected the duties, on pretence of waiting for fresh orders from their government, or any other pretext.

Art. 8.—The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandise by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established chokies in land.

Art. 9.—Merchants frequenting the said route, while within the limits of the Nuwab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

Art. 10.—The proportion of duties to which the Nuwab may be entitled shall be collected by his officers at the appointed places.

BUHAWULPOOR.

Art. 11.—The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Buhawulpore Government shall be stationed opposite Mithenkote and Hurreeke. At no other place but those two shall boats in transit on the river be liable to examination or stoppage.

Art. 12.—When the persons in charge of boats stop of their own accord, to take in or give out cargo, the goods will be liable to the local transit duty of the Buhawulpore Government previously to their being embarked, and subsequently to their being landed, as provided in Article 8.

Art. 13.—The superintendent stationed opposite to Mithenkote, having examined the cargo, will levy the established duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Hurreeke, the superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty, while the rest, having already paid duty at Mithenkote, will pass on free.

Art. 14.—The same regulation shall be in force for merchandise coming from Hurreeke towards Sind.

Art. 15.—With regard to the safety of merchants who may frequent this route, the Nuwab's officers will afford them every protection in their power, and whenever merchants may happen to halt for the night, it will be incumbent on them to show their passport to the thanadar or other officers in authority at the place, and to demand their protection.

Art. 16.—The articles of the present treaty shall in all respects, whether relating to the internal government of the Nuwab's country or to commerce, be mutually observed, and form an everlasting bond of friendship between the two states.

Dated at Buhawulpore, 22d February 1833.

(Company's seal.)

(signed) *W. C. Bentinck.*

Ratified by the Right Honourable the Governor-general of India in Council on the 13th September 1833.

ARTICLES of a Supplementary Treaty between the Honourable East India Company and the Government of Buhawulpore, ratified on the 5th March 1835.

WHEREAS in the sixth article of the treaty concluded between the Honourable the East India Company and the Bahawulpore Government, dated the 22d of February 1833, it was stipulated that a moderate scale of duties should be fixed by the two governments in concert, to be levied on all merchandise in transit up and down the Rivers Indus and Sutlej; the said governments being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (viz, on the value and quantity of goods), could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll which shall be levied on boats, with whatever merchandise laden.

Article 1.—A toll of 570 rupees shall be levied on all boats laden with merchandise in transit on the River Indus and Sutlej between the sea and Rooper, without reference to their size, or to the weight or value of their cargo; the above toll to be divided among the different states in proportion to the extent of territory which they possess on the banks of these rivers.

Art. 2.—The portion of the above toll appertaining to the Buhawulpore State, and amounting to Rs. 106. 12. 2½ shall be levied opposite to Mithenkote on boats coming from the sea towards Rooper, and in the vicinity of Hurreeke Petten on boats going from Rooper towards the sea, and at no other place.

Art. 3.—In order to facilitate the realization of the toll due to the different states, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the trade

by

by the new route, a British officer will reside near Mithenkote, and a native agent on the part of the British Government in the vicinity of Hurreeke Petten. These officers will be subject to the orders of the British agent at Loodhianah; and the agents who may be appointed to reside at those places on the part of the other states concerned in the navigation will co-operate with them in the execution of their duties.

Art. 4.—The British Government binds itself that the British officer who may reside near Mithenkote shall not engage in trade, and (in conformity with the 4th article of the former treaty) that he shall not interfere in any way with the internal administration of the Buhawulpore Government.

Art. 5.—In order to guard against imposition on the part of merchants, in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports.

Art. 6.—Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the treaty of the 22d February 1833, as have reference to fixing a duty on the value and quantity of merchandise, and to the mode of its collection, are hereby rescinded, and the foregoing articles substituted in their place, agreeably to which and the conditions of the preamble the toll shall be levied.

(True copy and translation),

(signed) *C. M. Wade,*  
Political Agent, &c.

(Company's seal.)

*W. C. Bentinck.*

Ratified by the Right Honourable the Governor-general of India in Council on the 5th March 1835.

TREATY between the Honourable the English East India Company and Nuwab Buhawul Khan Bahadoor, the Nuwab of Buhawulpore, concluded on the 5th October 1838, by Lieutenant *Mackeson*, on the part of the Honourable Company, in virtue of full powers granted by the Right Honourable *George Lord Auckland*, G.C.B., Governor-general of India, and by *Moonshee Chowkas Roy* on the part of the Nuwab Buhawul Khan Bahadoor, according to full powers given by the Nuwab.

ARTICLE 1.—There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Nuwab Buhawul Khan Bahadoor, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

Art. 2.—The British Government engages to protect the principality and territory of Buhawulpore.

Art. 3.—Nuwab Buhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other chiefs or states.

Art. 4.—The Nuwab, and his heirs and successors, will not enter into negotiation with any chief or state without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

Art. 5.—The Nuwab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

Art. 6.—The Nuwab of Buhawulpore will furnish troops at the requisition of the British Government according to his means.

Art. 7.—The Nuwab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

# 18 TREATIES, CONVENTIONS, AND ARRANGEMENTS WITH THE

**BUHAWULPOOR.** Art. 8.—This treaty of seven articles having been concluded, and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Roy, the ratifications by the Right Honourable the Governor-general and Nuwab Buhawul Khan Bahadoor shall be exchanged within 40 days from the present date.

Done at Ahmudpore, this 5th day of October A.D. 1838 (corresponding with the 14th of Rujubool Moorujub 1254, Hijree).

(signed) *Auckland.*

(Governor-general's Seal.)

Ratified and confirmed by the Right Honourable the Governor-general, at Simla, the 22d day of October A.D. 1838.

**DETAILED Statement of the Amount of Toll leviable in the Buhawulpoor Territory on Boats proceeding up and down the Rivers Sutlej and Indus, approved by the Right Honourable the Governor-general of India on the 11th October 1838.**

WHEREAS by the treaty of the 27th of the month of Shaban 1250. Hijree, (agreeing with the 29th of the month of December 1834, A.D.) the Buhawulpoor Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of 106 rupees, 12 annas, and 3 pies, on all boats laden with merchandise proceeding from Rooper towards the sea, or from the sea towards Rooper; the same will continue in force; but as some of the boats are found not to pass through the whole extent of the Buhawulpoor territory, but, on the contrary, to lay in cargoes at and set out from or dispose of their cargoes at and return from places on the way, it is therefore agreed that on such boats the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in a cargo, they take their departure, or from which, after disposing of their goods, they return, as follows:—

|                                                                                                                                                                                                                                                                                                |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1st. On all boats laden with merchandise proceeding from beyond the eastern frontier of the Buhawulpoor territory to Khairpur Shargia, and <i>vice versa</i> , the Buhawulpoor Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin | Rs. a. p. |
| Ditto - ditto from beyond the eastern frontier to Buhawulpoor, and <i>vice versa</i>                                                                                                                                                                                                           | 53 6 1½   |
| Ditto - ditto from beyond the eastern frontier to Chochram, and <i>vice versa</i>                                                                                                                                                                                                              | 66 11 8   |
| Ditto - ditto from beyond the north-east frontier to the south-west frontier, and <i>vice versa</i>                                                                                                                                                                                            | 93 6 8½   |
| 2d. In the same manner, on all boats laden with merchandise proceeding from beyond the south-eastern frontier to Chochram, and <i>vice versa</i> , the Buhawulpoor Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin             | 106 12 3  |
| Ditto - ditto from beyond the south-west frontier to Buhawulpoor, and <i>vice versa</i>                                                                                                                                                                                                        | 13 5 6    |
| Ditto - ditto from beyond the south-west frontier to Khairpur, and <i>vice versa</i>                                                                                                                                                                                                           | 40 - 6    |
| Ditto - ditto from beyond the south-west frontier to the north-east frontier, and <i>vice versa</i>                                                                                                                                                                                            | 53 6 1½   |
| Ditto - ditto from beyond the south-west frontier to the north-east frontier, and <i>vice versa</i>                                                                                                                                                                                            | 106 12 3  |

3d. On

# NATIVE STATES OF INDIA, MADE SINCE 1 MAY 1834. 19

|                                                                                                                                                                                                                                                                                                                                                                                                                            |           |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|
| 3d. On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus opposite the ferry to beyond the south-west frontier of the Buhawulpoor territory, and into a foreign territory, or <i>vice versa</i> , the Buhawulpoor Government is entitled to levy on account of river toll, and according to the extent of its territory traversing, the sum noted in the margin | Rs. a. p. | BUHAWULPOOR. |
| Ditto - ditto on boats proceeding from the Ferry of Bakri to beyond the north-east frontier and into a foreign territory, and <i>vice versa</i>                                                                                                                                                                                                                                                                            | 26 11 -¾  |              |
| 4th.—On empty boats no duty is levied.                                                                                                                                                                                                                                                                                                                                                                                     | 80 1 2½   |              |
| 5th.—At whatever place in the Buhawulpoor territory merchants may stop to lay in or dispose of cargo, agreeably to the former treaties, they will pay the established duties of that place on the purchase and sale of goods.                                                                                                                                                                                              |           |              |

(signed) *F. Mackeson.*

Approved by the Governor-general of India, on the 11th October 1838.

**PROPOSED RATES for the Navigation of the Sutlej and the Indus by Mercantile Boats (excepting the Nawab Buhawal Khan's own Merchants and Subjects), to be paid for the Transit through the Buhawulpore Territory, dated 5th August 1840, and sanctioned by the Government of India on the 31st of the same month.**

Article 1.—Grain, wood, and limestone free, as in the Lahore territory.

Art. 2.—Besides the above three things, duties to be levied on all sorts of merchandise according to three sizes of boats.

|                                                                                                                                                                                                                           |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Art. 3.—A boat not capable of containing more than 250 maunds of freight, proceeding from Rajhan to Kote Mithen, to the foot of the hills, Rooper, Loodhianah, &c., or from Rooper or Loodhianah to Rajhan or Kote Mithen | Rs. 10 |
| A boat above 250 maunds and not exceeding 500 maunds                                                                                                                                                                      | 20     |
| A boat above 500 maunds                                                                                                                                                                                                   | 40     |

Art. 4.—No. 1, 2, or 3 to be written in large letters on the boat, to show the class to which each boat belongs.

Dated 5th August 1840 (corresponding with 5th Jumadee-oos-sanee 1256, Hijree).

(True translation.)

(signed) *Geo. Clerk,*  
Agent, Governor-general.

Sanctioned by the Right Honourable the Governor-general of India in Council on the 31st August 1840.

**AGREEMENT regarding the Levy of Duties on Merchandise in transit through the Buhawulpore State (except the Merchants and Mercantile Firms, the proper Subjects of the Buhawulpore State). The following Articles have been agreed to between the British and the Buhawulpore Government, dated the 11th September 1843.**

1st. ON boats freighted with merchandise going up or down the river through the Buhawulpore country the duties shall be only one-half of the present fixed rates.

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c 2

2d. On

BUHAWULPOOR. 2d. On merchandise passing in any direction by land, no other duties shall be levied than the following; viz.

|                                                       | Rs. | a. | p. |
|-------------------------------------------------------|-----|----|----|
| On a hackery laden with merchandise - - - - -         | 2   | -  | -  |
| On a camel - ditto - - - - -                          | 1   | -  | -  |
| On a mule, poney, bullock, or an ass, ditto - - - - - | 8   | -  | -  |

3d. Any merchant having with him a passport or "rowannah," according to the form annexed to this agreement, shall pass safe, unmolested, and without search by the local officers on the road.

4th. If any merchant buy or sell the merchandise at any place or town on the road, he will have to pay there the usual local duties.

5th. As there exist no pukka wells and caravanserais for the use of travellers on the road from Buhawulpore to Sirsa, the Buhawulpore Government will, throughout its jurisdiction, at every stage, prepare pukka wells and caravanserais for the comfort of travellers, as well as a road along that route, and keep it in order, by taking constant care to keep it in repair.

6th. This agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily and in full confidence engage in the trade.

Dated 15th Shaban 1259, Hijree (corresponding with 11th September 1843, A.D.)

(True translation.)

(signed) R. N. C. Hamilton.

(Seal of the Nuwab.)

Notified in the "Calcutta Government Gazette," by order of the Right Honourable the Governor-general of India in Council, on the 28th of October 1843.

CACHAR  
(UPPER).

## CACHAR (UPPER).

TERMS of Agreement concluded with Toola Ram Seenaputtee, on the 3d November, under the Orders of Government, dated 16th October 1834.

1st. TOOLA RAM foregoes all claims to the country between the Morehur and Dyung and the Dyung and Keopoli rivers, from which he was dispossessed by Gavind Ram and Doorga Ram.

2d. Toola Ram is to hold the remainder of the country formerly in his possession, or the tract of country bounded on the west by the Dyung River, and a line, to be determined hereafter, drawn from the Barea Ford on the Dyung to a point on the Jumona River, between the cultivation of Seil Dhurmpore and of Duboka, and the Hajae (excluding the two latter), by the Jumona and Dyung Rivers north, by the Dunsira River east, and to the south and south-west by the Naga Hills and Mowheir River; and he agrees to hold the above tract in dependence on the British Government, and to pay a yearly tribute for their protection of four pairs of elephants' teeth, each pair to weigh 35 seers.

3d. Toola Ram, during his life, shall receive from the British Government a stipend of 50 rupees a month, in consideration of the foregoing cessions and these agreements.

4th. The British Government shall have the right of placing military posts in any part of Toola Ram's country, and, should there be occasion to march troops through it, Toola Ram engages to furnish them with all the requisites of carriage and provisions in his power, he being paid for the same.

5th. All petty offences committed within Toola Ram's country he shall take cognizance of, and do justice according to the custom of the country; but all heinous

heinous crimes shall be transferred to the nearest British court, and Toola Ram engages to bring such to notice, and endeavour to apprehend the offenders.

CACHAR  
(UPPER).

6th. Toola Ram shall not establish any custom chowkies on the rivers forming the boundaries of his country.

7th. Toola Ram will not commence any military operations against neighbouring chiefs without permission of the British Government; and in case of being attacked, he shall report the same, and be protected by British troops, provided the British authorities are satisfied that the aggression has been unprovoked on his part.

8th. Ryots shall not be prevented from emigrating to and settling on either side of the boundary they may prefer.

9th. In case of failing to abide by these conditions the British Government shall be at liberty to take possession of my country.

(signed) Toola Ram Seenaputtee.

Witnesses.

Bapoor Ram Muntree Borrah Phookan.  
Habeerain Mogoomdar Bawoah.  
Madhorain Rajah Khon.

## GUICKWAR.

GUICKWAR.

TRANSLATION of a Proclamation in Murathee and Goojurathee, issued by His Highness the Gaekwar, on the 13th April 1840, abolishing Suttee within his Dominions.

Shree Mhalsa Kant,

Substituted for the signature of the Prince.

(Seal of State of Syajee Ras.)

PROCLAMATION by the Guickwar Government, Senakhaskhel Shumshur Bahadoor.

Be it known to all, that within this Government women of every caste are prohibited from becoming suttee. It is therefore incumbent on every one to take notice of this order, and act conformably thereto. Should any females, in contravention of this order, take steps to perform this ceremony, whoever may be accessory and aiding therein shall be severely punished by Government. Every one is to bear in recollection this injunction, and demean themselves accordingly.

Dated 10th Suffur Soor Sun 1240, corresponding with the 13th April 1830, A.D.

(Signet.)

(True translation.)

(signed) James Sutherland,  
Political Commissioner and Resident.

THE following Rules, exempting Vessels trading between Bombay and Sind, forced into any of His Highness the Gaekwar Ports in Katteewar, by Stress of Weather, from the Payment of the Duties heretofore exacted at those Ports, were agreed to by His Highness, on the 31st October 1844.

Rule 1.—Should a boat on her voyage between Bombay and any port in Scinde be driven into the mahals of this sirkar by stress of weather, and land its cargo, no duty of any kind, and no port or anchorage fee, will be exacted, provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to pursue her voyage when able to do so, then the full amount of duty shall be levied on the whole

GUICKWAR.

whole cargo, and every port or other fee be also levied in the usual manner; and the vessel treated in every respect as if consigned to the ports of this sirkar's mahals.

Rule 2.—Should a boat, under the circumstances mentioned at the commencement of Rule 1, put into the ports of Okamundul, &c., in so bad a state as to be obliged to discharge her cargo into another boat, which conveys it to its original destination, no duty will be levied, provided nothing is landed for sale, and provided no unnecessary delay takes place in the sailing of the boat with the transhipped cargo. Damaged goods may be landed and sold, under the sanction of the custom-house officers, on payment of the usual duties.

Rule 3.—Should a boat, under the above circumstances, put into the ports of Okamundul, &c., and undergo repairs, landing her cargo in the mean time, no duty will be levied, provided there is no unnecessary delay, and provided that on re-shipping, every package of the original cargo is duly accounted for, to the satisfaction of the custom master of the port.

Rule 4.—Should a boat put into the ports of Okamundul, &c., under the circumstances above mentioned, and undergo slight repairs, without discharging any part of her cargo, no duty whatever will be levied, provided the repairs do not occupy more than a reasonable number of days.

Rule 5.—Should a boat put into the ports of Okamundul, &c., under the above circumstances, at the close of the season, and be compelled to lay up for the monsoon, security will in the first place be given for the full amount of customs due on the whole cargo, and all port and anchorage fees shall be paid. The goods may then be landed and warehoused, at the expense and risk of the owner or tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the customs authorities, and if, on re-shipping, it shall be discovered that a single package has been opened or missing, and cannot be accounted for satisfactorily, the full amount of customs shall be made good, according to the security previously given. The goods must be re-shipped in the same vessel which brought them, unless she be proved not seaworthy, in which case they may be forwarded on another. All damaged or perishable goods may be sold, under the sanction of the custom-house officers, and on payment of the usual duties.

Rule 6.—When any doubts arise as to the application of any of the above rules, the chief Gaekwar authority of the mahals, if unable to settle the matter otherwise, will refer to the Political Agent, and act according to his opinion and advice. His Highness the Gaekwar reserves to himself the full right of punishing any tindals, owners, or supercargoes of boats, who attempt to evade these regulations, and to take advantage of them for the purpose of defrauding the revenue of the Durbar; but should the offender belong to foreign jurisdiction, the kamdar must refer the case to the Political Agent, and act according to his advice; and pending the receipt of that officer's reply detain the offender in custody. The public must be duly made acquainted with these rules.

Dated Ashwin Vud, 5th Sumvut 1901, corresponding with the 31st October 1844, A. D.

(True Translation.)

(signed) T. Ogilvy,  
Acting First Assistant Political Commissioner  
and Resident in Charge.

*Memorandum.*—Under date the 19th May 1850, his Highness the Gaekwar, with reference to a similar agreement made on the 20th and 30th December 1849 by his Highness the Jam of Nawanuggur, the Nuwab of Joonagur, the Rana of Porbunder, the Thakoor of Bhownuggur, and the Serder of Jafferabad, extended the foregoing rules to all vessels belonging to any port in Katteewur, or in the territory of the British Government, with the reservation that in the event of any boat continuing to remain in the same port for its own convenience after the return of fair weather, or disposing of or changing any portion of its cargo, his Highness reserves to himself the right of levying the customary duties.

## HILL STATES.—Koomharsain.

HILL STATE  
—Koomharsain

TRANSLATION of an Agreement subscribed to by Meea Pretum Singh of Koomharsain.

WHEREAS it having pleased the Right Honourable the Governor-general of India to confer on me the grant of the Thakoorae of Koomharsain, subject to the fulfilment of certain stipulations and conditions herein mentioned, I, Pretum Singh of Koomharsain, do hereby agree and bind myself, my heirs and successors, to perform faithfully and truly the whole of the articles contained in the said stipulations and conditions.

1. That I will pay to the British Government a yearly Nuzurana amounting to Company's rupees (2,000) two thousand, and that the said Nuzurana shall be paid by three regular instalments of Company's rupees, six hundred and sixty-six, ten annas, and eight pies each (Company's Rupees 666. 10. 8.) in the months of April, August, and December of each year respectively.

2. That I shall respect and maintain inviolate all Jageers and charitable allowances as fixed by Government, and specified in the Schedule hereunto appended.

3. That I bind myself, my heirs and successors, to abolish all oppressive fines, forced contributions, and undue exactions which may have hitherto prevailed in the above-named Thakoorae.

1st. Such as the trial commonly known by the term "Doobuntur," in which an institution fee of one rupee is exacted from both the plaintiff and defendant, and after being tested by the ordeal of lifting up a gold and silver ball a second fee of seven rupees was exacted from the party who gained the cause, and ten rupees from the loser.

2d. Theft, or the receiving of a Nuzurana as inducements for forcibly dispossessing one individual of his land and transferring it to another.

3d. Dand, or the exacting a fine as a compromise in cases where a female deserts her husband, and seeks the protection of another individual.

4th. Chuttree, or the levying of a fine of one rupee upon any individual who may slaughter a goat, and neglect to give the head and shoulders of the animal to the chieftain.

5th. Beenah, or the exaction of a fine upon any person who may kill a musk deer, and refuse or neglect to deliver the musk obtained from the animal to the chieftain.

4. That I will not oppress my subjects, nor allow others to do so, but will to the best of my ability maintain truth and justice throughout the territory under my jurisdiction, and that I will prove faithful to the British Government, and to the trust herein reposed in me, conforming to such orders as may from time to time be conveyed to me through the local agents.

5. That I shall strictly prohibit the cruel and inhuman practice of infanticide throughout the territory, and punish severely every instance of a violation of this rule which may come under my knowledge.

All the above articles I do most solemnly agree to on my own part, and that of my heirs and successors.

Dated this 23d day of June 1840 of the Christian Era.

Witnessed by (signed in Hindvee),  
(signed in Persian) Meea Pretum Singh.  
Dowlut Ram, Tehseeldar of the Putiala Hill States.

(signed in Hindvee)  
Ramdut Wuzeer.  
Balkoo Mahta.

HILL STATES.  
—Koomharsain.

## SCHEDULE of Jageers and Charitable Allowances.

|                                                                                            | Rs. | a. | p. | Rs.   | a. | p. |
|--------------------------------------------------------------------------------------------|-----|----|----|-------|----|----|
| 1. First Ranee of the late Runjore Singh, pension                                          | 200 | -  | -  |       |    |    |
| Estimated produce of two koties - - -                                                      | 50  | -  | -  | 250   | -  | -  |
| 2. Second Ranee of the late Runjore Singh, pension                                         | 200 | -  | -  |       |    |    |
| Estimated produce of two koties - - -                                                      | 50  | -  | -  | 250   | -  | -  |
| 3. Third Ranee of the late Runjore Singh, pension                                          | 200 | -  | -  |       |    |    |
| Estimated produce of two koties - - -                                                      | 50  | -  | -  | 250   | -  | -  |
| 4. Patum Singh and Chundun Singh, illegitimate sons of the late Rana - - pension           | 100 | -  | -  |       |    |    |
| Estimated produce of their land - - -                                                      | 113 | -  | -  | 213   | 8  | -  |
| 5. Gopaul Surn and Raoldoo, illegitimate sons of the late Runjore Singh - - pension        | 100 | -  | -  |       |    |    |
| Estimated produce of their land - - -                                                      | 32  | -  | -  |       |    |    |
| Ditto of 10 kyns of bakul land - - -                                                       | 60  | -  | -  | 192   | -  | -  |
| 6. Concubine of the late Rana - - pension                                                  | 100 | -  | -  |       |    |    |
| Estimated produce of one kotie - - -                                                       | 10  | -  | -  | 110   | -  | -  |
| 7. Concubine of the late Teeka - - pension                                                 | 100 | -  | -  |       |    |    |
| Estimated produce of one kotie - - -                                                       | 10  | -  | -  | 110   | -  | -  |
| 8. Widow of the late Meea Goongooroo and two daughters-in-law - - - pension                | 100 | -  | -  |       |    |    |
| Estimated produce of their land - - -                                                      | 52  | -  | -  | 152   | -  | -  |
| 9. Meea Bisnoo, illegitimate son of the late Meea Gobundhun Singh, produce of Jageer - - - |     |    |    | 56    | -  | -  |
| 10. Meea Davee, son of the late Meea Nerunjuss, produce of land - - -                      |     |    |    | 25    | -  | -  |
| 11. Meea Hurjoo, son of the late Meea Nath, produce of Jageer                              |     |    |    | 23    | -  | -  |
| 12. Thangoo ditto - - ditto - - -                                                          |     |    |    | 3     | -  | -  |
| 13. Meeas Jowaladass and Akadasoo, distant relations, produce of their Jageer - - -        |     |    |    | 12    | 8  | -  |
| 14. Wuzeer Davee Dut, produce of Jageer - - -                                              |     |    |    | 4     | -  | -  |
| 15. Bukhshee Gokul ditto - - -                                                             |     |    |    | 6     | 8  | -  |
| 16. Wuzeer Runneya ditto - - -                                                             |     |    |    | 1     | 8  | -  |
| 17. Pulsurra Puttia ditto - - -                                                            |     |    |    | 3     | -  | -  |
| 18. Ramoo, a servant ditto - - -                                                           |     |    |    | 5     | -  | -  |
| TOTAL Company's Rupees                                                                     |     |    |    | 1,667 | -  | -  |

## JHULLAWUR.

JHULLAWUR.

TREATY concluded with the Raj Rana of Jhullawur, when that State was formed into a separate Principality out of the Kota Territory.

RAJ Rana Mudan Singh having agreed to relinquish the administration of the affairs of the Kota Principality, guaranteed by the supplementary article of the Treaty of Delhi to Raj Rana Zalim Singh, his heirs and successors, the present treaty is formed between the British Government and Raj Rana Mudan Singh aforesaid.

Article 1.—The supplementary article of the Treaty of Delhi, bearing date the 20th of February 1818, between Maha Rao Omed Sing Behauder, the Rajah of Kota, and the British Government, is hereby repealed.

Art. 2.—The British Government agree, with the consent previously obtained from Maha Rao Ram Sing of Kota, to grant to Raj Rana Mudun Singh, his heirs and successors (being the descendants of Raj Rana Zalim Sing), according to the custom of succession obtaining in Rajwarra, a separate principality to be formed out of the Kota State, and consisting of the pergunnahs specified in the annexed Schedule.

Art. 3.—The British Government will confer appropriate titles upon the Raj Rane, his heirs and successors.

Art. 4.—There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and Raj Rana Mudun Singh, his heirs and successors, on the other.

Art. 5.—The British Government engages to take Raj Rana Mudun Singh's principality under its protection.

Art. 6.—The Raj Rana, his heirs and successors, will always act in subordinate co-operation with the British Government, acknowledging its supremacy, and engaging not to have any connexion with the chiefs of other states in disputes, with which they agree to abide by the decision of the British Government.

Art. 7.—The Raj Rana and his heirs and successors will not enter into negotiations with any chief or state without the sanction of the British Government, but their customary amicable correspondence with friends and relatives shall be continued.

Art. 8.—The troops of the principality of Raj Rana Budun Singh, according to its means, will be furnished at the requisition of the British Government.

Art. 9.—The Raj Rana and his heirs and successors shall remain absolute rulers of the country, and the civil and criminal jurisdiction of the British Government shall not be introduced into the principality.

Art. 10.—The Raj Rana, his heirs and successors, will fulfil the pecuniary obligations involved in the present arrangements of separation and transfer by assignments in land agreeably to the appended Schedule, and abide by the decision of the British Government in all minor points arising out of the said separation.

Art. 11.—The Raj Rana, his heirs and successors, will pay tribute to the British Government the yearly sum of 80,000 Company's rupees, by two half-yearly instalments of 40,000 rupees each, viz., the Khuree on Mittee Poos Soodee Poorun Mashee, and the Rubee on Mittee Jait Soodee Poorun Mashee, commencing with the Khureef instalment of Sumbut 1895.

Art. 12.—This treaty of 12 articles having been concluded at Kota, and signed and sealed by Captain John Ludlow, officiating Political Agent, and Lieutenant-colonel Nathaniel Alves, Agent to the Governor-general for the States of Rajpootana, on the one part, and Raj Rana Mudun Singh on the other, the ratification of the same by the Right honourable the Governor-general of India shall be exchanged within two months from the date.

Done at Kota this 8th day of April, 1838.

(L. S.)

(signed)

J. Ludlow, Offg. Pol. Agent.

(L. S.)

(signed)

N. Alves, A. G. G.

Raj Rana Mudun Singh.

## THULLAWUR.

SCHEDULE appended to the Treaty of Pergunnahs set apart to constitute a separate Principality for Raj Rana Mudun Sing Behauder, his Heirs and Successors, under the designation of Jhullawur.

|                                      |                |
|--------------------------------------|----------------|
| Chichut.                             | Bilunpoor.     |
| Sukait.                              | Kotiah Bhelta. |
| The Chow Mukla,                      | Snroruh.       |
| comprising Punchpahar,               | Rullee.        |
| Ahere,                               | Marohur Thana. |
| Dig, and                             | Phool Burodi.  |
| Gungrai.                             | Chachoornee.   |
| Ihubia Patum, commonly called Ormal. | Kukoornee.     |
| Racheva.                             | Chupa Barode.  |
| Bukanee.                             |                |

The portion of Shergurh, beyond or east of the Jasmumee Reway, and Shahabad.

It is to be distinctly understood that Nerpaut Sing will remove from the territory of Jhullawur into that of Maharas, and his lands lapse to the Raj Rana.

Dated Kota, 10th April 1838.

(L. S.)  
(L. S.)

(signed) J. Ludlow, Offg. Pol. Agent.  
N. Alves, A. G. G.

(Seal of Maha Roo Rain Sing.)

SCHEDULE of Debts to be liquidated by Raj Rana Mudun Singh, his Heirs and Successors, agreeably to the 10th Article of the accompanying Treaty.

## Debts:

|                             |   |   |   |          |    |   |
|-----------------------------|---|---|---|----------|----|---|
| To Mungnee Ram Zonawur Mull | - | - | - | 6,14,476 | 13 | 3 |
| To Ramjee Das Tunsook Das   | - | - | - | 4,43,821 | 3  | 6 |
| To Mohun Ram Runkub Das     | - | - | - | 2,67,839 | 7  | - |

Raj Rana Mudun Singh agrees to pay on account of the above debts, within seven days after installation in his new principality, the sums of three lacs twenty-six thousand one hundred and thirty-seven rupees seven annas and nine pies (3,26,137. 7. 9.), and subsequently within four years, by half-yearly instalments, the balance, amounting to eleven lacs forty-five thousand two hundred and seventeen rupees (11,45,217 rupees), in which is included interest at eight per cent. per mensem, or at each Fusul, as stated below, and to liquidate the entire amount within a period of four years; failing in which the British Government will have it at their option to arrange for the payment of the debts, by settling a part or portion of the country of Jhullawur for that purpose; the first instalment to be paid in the month of Kartick Soodee Poonan Mashee Sumbut 1895, and the second instalment in the month of Bysack Soodee Poonan Mashee Sumbut 1896. Amount of instalments (interest included) to be paid as follows:—

|              |   |   |   |   |          |
|--------------|---|---|---|---|----------|
| 1 instalment | - | - | - | - | 1,50,000 |
| 2 ditto      | - | - | - | - | 1,50,000 |
| 3 ditto      | - | - | - | - | 1,50,000 |
| 4 ditto      | - | - | - | - | 1,50,000 |
| 5 ditto      | - | - | - | - | 1,50,000 |
| 6 ditto      | - | - | - | - | 1,50,000 |
| 7 ditto      | - | - | - | - | 1,50,000 |
| 8 ditto      | - | - | - | - | 95,217   |

Kota, 8th April 1838.

(L. S.)  
(L. S.)

(signed) J. Ludlow, Offg. Pol. Agent.  
N. Alves, A. G. G.

(Seal of Raja Rana Mudun Sing.)

## JOHANNA.

## JOHANNA.

TREATY between Her Majesty the Queen of England and the Sultan of Johanna, for the Suppression of the Slave Trade.—Concluded at Johanna, November 8th, 1844; ratified December 10th, 1845.

STATEMENT of the Requisitions made to His Highness the Sultan Suleem of the Island of Johanna, by Sir Cornwallis Ricketts, Bart., Commander of Her Majesty's sloop "Helena," acting under the orders of Christopher Wyvill, Esq., Captain of Her Majesty's ship "Cleopatra," and senior Officer on the East Coast of Africa.

1st. The Sultan to abolish the Foreign Slave Trade for ever in his dominions.

2d. The Sultan to order the seizure of all vessels belonging to his subjects found carrying on the foreign slave traffic, and to seize and punish the captain and crew as pirates.

3d. The Sultan to punish all persons among his subjects serving on board vessels dealing in slaves, who do not give information to the Sultan or his Governors that they have been slave-dealing.

4th. Vessels having implements of slave trade, such as shackles, bolts, handcuffs, chains, whips, branding irons, on board, to be considered the same as if found actually carrying slaves.

5th. The Sultan to authorise British cruisers to seize all vessels belonging to his subjects that may be found with slaves, or with slave implements on board, after the expiration of four months from this date.

6th. The Sultan or his Governors to provide all vessels belonging to his subjects with passes (port clearance). Any vessel found without such port clearance to be seized, according to the 5th Requisition, by any British cruiser that may meet them.

7th. All

STATEMENT of the Agreement made by us, Sultan Suleem, son of Sultan Aluvee, with our auspicious Brother the Captain Cornwallis Ricketts, Bart., Commander of Her Majesty's sloop "Helena." (Translated from the Arabic, under the hand and seal of the Sultan Suleem).

1st. There shall be no dealing in slaves in our territory, and no slaves shall be imported to be sold in our country. We positively prohibit it, and forbid it absolutely.

2d. And I declare and command my subjects, that all who carry off slaves and sell them shall be seized, captain and crew; and to be treated in the same manner as they who cut off navigation (pirates).

3d. Every vessel that goes from hence belonging to my subjects, for the purpose of trading in slaves, if it be done without the order of the owner, then punishment shall be inflicted upon the commander and crew; if it be done by order of the owner, then he shall be punished.

4th. Every vessel of my people shall be treated as if engaged in traffic for slaves on board which shall be found chains and fetters and shackles of irons in greater number than two or three, sufficient for the correction of any of the crew who may be refractory.

5th. I permit that there may be an inspection, for the purpose of discovering dealing in slaves after four months.

6th. Any vessel that may be met with at sea which has not a written document (a pass), and is without a seal such as furnishes a proper explanation (of her purposes), may be seized as a dealer in slaves.

7th. When

JOHANNA.

7th. All vessels seized by British cruisers to be sent to the nearest or most convenient British Vice-Admiralty for adjudication. In the event of being condemned, the vessels and their cargoes to be sold for the profit of the two Governments, but the slaves to be set free in a British colony.

7th. When any vessel laden with slaves, or that has carried off slaves, has been seized according to law, and the slaves with her, and it is proved that she is engaged in the slave trade, she may be sent to an English port, to be there disposed of, both with respect to the slaves and to the value (of the ship and other cargo). The slaves shall depart free. The property shall be partitioned, and one part shall go to the English Sultan, the other to the Sultan, that is to say, the Sultan Suleem.

8th. The Sultan to at once proclaim a law by which the stipulations of this engagement shall be publicly known to all his people.

8th. If it be the will of God, these orders will be promulgated, so that the command may be publicly known and obeyed.

Done at Montsumolo, Island of Johanna, in duplicate originals, November the 8th, 1844 (the 26th of the month of Shuwal of the Hijree).

(signed) *Cornwallis Ricketts*, (L.S.),  
Commander of Her Majesty's sloop  
"Helena."

(signed) *Sultan Suleem*,  
(L.S.)

We, the undersigned, Sultan Suleem, King of Johanna, and Christopher Wyvill, Esq., captain of Her Britannic Majesty's ship "Cleopatra," and senior officer on the East Coast of Africa, being duly authorized by Her Britannic Majesty's Government, having read over and explained to each other the different articles of the above treaty for the suppression of the Slave Trade, do ratify the above agreement; and in witness hereof, we have this day signed our names and affixed our seals.

Be it known, that Captain Wyvill, of Her Majesty's ship "Cleopatra," despatched to the kingdom of Africa to communicate with Sultan Suleem, has held a communication with the Sultan; and we have signed these writings, and we have both explained and declared, and testified and mutually read and explained the stipulations which are specified as above, for the purpose of prohibiting all dealings in the selling and buying of slaves. This agreement is definitively sealed, and orders issued for the punishment of offenders, without contradiction or qualification; and we have ratified the agreement by our signature and seal to the stipulations which the writing contains.

Done at Montsumolo, Island of Johanna, in duplicate originals, December the 10th, 1845 (on the day of the Eed, the 10th of the month of Zilhuj, of the Hijree of the Prophet, upon whom be peace).

(signed) *Christopher Wyvill*, (L.S.),  
Captain of Her Britannic Majesty's  
ship "Cleopatra."

(signed) *Sultan Suleem*, (L.S.),  
Son of *Sultan Alwee*,  
Son of *Sultan Hoosen*.

Witness to the above,

(signed) *Geoffrey T. B. Hornby*,  
Lieutenant. } Her Britannic Majesty's ship  
*L. W. R. Denman*, } "Cleopatra."  
Lieutenant Royal Marines.

JOHANNA.

TREATY of Friendship and Commerce between Her Majesty and the Sultan of Johanna. Signed at Johanna, 3 June 1850.

HER Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness the Sultan Suleem of the Island of Johanna, being desirous to conclude a treaty of peace and friendship, and to regulate thereby the commercial intercourse between their respective dominions and subjects, Her Majesty has named and appointed for this purpose Josiah Napier, Esq., Her Consul to the Comoro Islands.

His Highness the Sultan and the said Josiah Napier, esquire, having accordingly met together, have agreed upon and concluded the following Articles:

Article 1.—There shall be perpetual peace and friendship between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and his Highness the Sultan Suleem of Johanna, their heirs and successors, and their respective subjects.

Art. 2.—There shall be reciprocal freedom of commerce between the British dominions and the territories of the Sultan of Johanna. The subjects of Her Britannic Majesty may reside in and trade to any part of the territories of the Sultan of Johanna, to which any other foreigners are or shall be admitted. They shall enjoy full protection for their persons and properties; they shall be allowed to buy and to sell to whom they like, without being restrained or prejudiced by any monopoly, contract or exclusive privilege of sale or purchase whatever; and they shall moreover enjoy all other rights and privileges which are or may be granted to any other foreigners, subjects or citizens of the most favoured nation. The subjects of the Sultan of Johanna shall in return enjoy similar protection and privileges in the dominions of Her Britannic Majesty.

Art. 3.—No tonnage, import or other duties or charges shall be levied in the territory of the Sultan of Johanna on British or on goods imported or exported in British vessels, beyond what are or may be levied on national vessels or on vessels of the most favoured nation, or on the like goods imported or exported in national vessels or in vessels of the most favoured nation.

Art. 4.—Merchandise or goods coming from the British dominions in any vessel, or imported in British vessels from any country, shall not be prohibited by the Sultan of Johanna, nor be subject to higher duties than are levied on the same kinds of merchandise or goods coming from any other foreign country or imported in any other vessels.

All articles the produce of the territories of the Sultan of Johanna may be exported therefrom by British subjects and British vessels on as favourable terms as by the subjects and vessels of any other foreign country.

Art. 5.—The protection of the Sultan of Johanna shall be afforded to all British vessels, their officers and crews. If any such vessels should be wrecked on the coast of the territories of the Sultan of Johanna, the chiefs and inhabitants shall succour them, and shall secure them from plunder, and shall cause all articles saved from the wreck to be restored to their lawful owners. The amount of salvage dues in such cases shall be regulated, in the event of dispute, by arbitrators, chosen in equal numbers by each of the parties.

Art. 6.—The subjects of the Sultan of Johanna shall, in all their commercial relations with Great Britain, be treated on the footing of the most favoured nation.

Art. 7.—Each contracting party may appoint consuls for the protection of trade to reside in the dominions of the other; but no such consul shall enter upon the exercise of his functions until he shall have been approved and admitted in the usual form by the government of the country to which he is sent.

Art. 8.—A treaty having been concluded at Johanna on the 8th of November 1844, between Her Britannic Majesty and the Sultan of Johanna, for the suppression of the slave trade, His Highness engages that the ships and vessels of war belonging to the East India Company shall be allowed to give full force and effect

JOHANNA.

effect to the stipulations of the said treaty, in the same manner as the cruizers of Her Britannic Majesty.

Done at Johanna, the Third day of June in the year of our Lord One thousand eight hundred and fifty (1850), and the Twenty-first day of the month Rujub of the Hijree One thousand two hundred and sixty-six.

(signed) *Josiah Napier*,  
Her Majesty's Consul for the Comoro Islands.

(Signature of the Sultan in Arabic.)

I, the Sultan *Suleem*, Son of Sultan Aluvee,  
Son of Sultan ul Hoossen.

KATTEEWAR.

## KATTEEWAR.

PROCLAMATION issued by Government under date the 22d November 1834, on the Subject of Female Infanticide in Katteewar.

1. THE British Government having recently had under consideration the prevalence of female infanticide in Western India, is pleased to declare it to be its fixed determination to put an end to so revolting and barbarous a practice.

2. From returns lately received from the Political Agent stationed in Katteewar, it appears that although a considerable degree of success has attended the measures adopted in that province for the suppression of infanticide, the crime is proved to be still committed by the great disproportion observable in the number of male and female Jharejas. This melancholy fact, therefore, pressing itself upon the attention of Government, the Right honourable the Governor in Council considers it requisite to call upon the chiefs of the Jhareja tribe to adhere to and maintain within their respective districts the engagement they voluntarily and unconditionally entered into with Government 25 years ago, through the medium of their friend and benefactor the late lamented Colonel Alexander Walker, to abandon the detestable and heinous custom of murdering their own offspring.

3. His Lordship in Council further requires the active co-operation of the whole community of Katteewar in giving increased efficiency to the measures adopted for the extinction of infanticide, the grossest stain that ever disgraced the human race; and hereby declares that whoever shall afford information sufficient to convict any Jhareja of so inhuman a proceeding shall receive the protection of Government, and be rewarded in proportion to the rank and consequence of the party convicted. Humanity, and a due regard to the precepts of their religion, should induce the Hindoo part of the community, in particular, to aid by every means in their power the efforts of Government completely to suppress this crime. The Hindoo Shastars declare that he who commits infanticide is guilty of a grievous sin.

4. With the view of enabling Government to ascertain how far the measures for the suppression of infanticide are adhered to, the Political Agent has been instructed to make a full and complete census of the Jhareja population of Katteewar, and the chiefs of the tribe are hereby called upon to aid in the framing of this return, which, when completed, will at once enable Government to detect where the crime is still committed. The Political Agent has also been directed to require from the chiefs half-yearly, and himself to furnish annually, a statement exhibiting the number of births, deaths, marriages and betrothals occurring within their respective jurisdiction, and those who neglect to furnish this statement, or who may furnish an incorrect return, will be severely punished.

5. As a measure of prevention against infanticide, Government considers it expedient to suggest to the whole of the other Rajpoot tribes of Katteewar, that they should refuse to give their own daughters in marriage to the Jharejas, except under a stipulation that the female issue of such marriage shall be cherished and preserved.

6. The

6. The Returns recently received from Katteewar show in the under-mentioned districts such a great disparity between the number of male and female Jharejas as can only be accounted for by the continued prevalence of the dreadful crime in those places:—

|    |                        |                  |                    |                      |
|----|------------------------|------------------|--------------------|----------------------|
| 1  | Drapha - - -           | Males alive - 67 | Females alive - 10 | Excess of Males - 57 |
| 2  | Moorvee - - -          | ditto - 61       | Ditto - 7          | Ditto - 54           |
| 3  | Veerpoor Kurreey - - - | ditto - 52       | Ditto - 10         | Ditto - 42           |
| 4  | Mooleeladen - - -      | ditto - 63       | Ditto - 14         | Ditto - 49           |
| 5  | Serang Chandlee - - -  | ditto - 37       | Ditto - 13         | Ditto - 24           |
| 6  | Kobra Nyagee - - -     | ditto - 24       | Ditto - 2          | Ditto - 22           |
| 7  | Jhulleca - - -         | ditto - 28       | Ditto - 11         | Ditto - 17           |
| 8  | Rajpoora - - -         | ditto - 30       | Ditto - 2          | Ditto - 28           |
| 9  | Wuddalee - - -         | ditto - 8        | Ditto - 1          | Ditto - 7            |
| 10 | Rajkot - - -           | ditto - 15       | Ditto - 3          | Ditto - 12           |

The chiefs of these districts are hereby warned, that should similar results be shown from the periodical returns hereafter to be furnished, they will be severely punished for not adhering to their engagements to renounce the crime. It will not be deemed sufficient by Government that they themselves shall adhere to their engagements to preserve their female children, but they are equally bound to secure that those engagements shall be observed by every member of their tribe subject to their authority. Should they neglect this warning, it will become requisite for the Government to take into consideration whether any relations can be maintained with chiefs who act in such a manner as to prove themselves utterly regardless of the precepts of their religion and of the best feelings of mankind. In seeking to abolish infanticide, the British Government is not actuated by any motive of ambition or self-interest, but simply by an anxious desire to erase the foulest stain that ever attached to the name of man. The possessions of the chiefs of Katteewar are guaranteed to them, and protection is extended to them on certain conditions, and it is the sincere wish of Government that they should continue to enjoy them and all their privileges and immunities free from molestation. The compact is, however, reciprocal and mutual, and the chiefs have stipulated that they will cease to disgrace humanity by destroying their own helpless offspring at the moment of its birth. Should they not adhere to this condition, the compact is broken; the favour and protection of Government will be withdrawn, and the severest penalties be imposed, until the inhuman custom is completely eradicated.

7. It is more gratifying to Government to be able to notice some of the Jhareja chiefs in whose districts the crime has been wholly or in a great measure suppressed. The Jam of Noonuggur is entitled to praise for the progress which has been made towards its complete extinction within his jurisdiction, which is to be attributed to the care taken by that chief in enforcing a due observance of the engagement he entered into for its suppression. The British Government confidently relies on his continued exertions and co-operation in ensuring success to the measures it has adopted for the abolition of a custom which, owing its origin to avarice and a mistaken pride, reflects most seriously on the character of the tribe of which the Jam of Nawanuggur is in Katteewar the acknowledged head.

8. Among the other talooks, Government is pleased to notice in terms of high approbation the following chiefs, as having ensured to themselves the favour and protection of Government for having adhered to their engagements.

| No. | DISTRICT.              | Males of and under 20. | Females. |            |              |           | Total. | Excess of Males. | Excess of Females. |
|-----|------------------------|------------------------|----------|------------|--------------|-----------|--------|------------------|--------------------|
|     |                        |                        | Married. | Betrothed. | Unbetrothed. | Deceased. |        |                  |                    |
| 1   | Keesurra - - -         | 12                     | 3        | 3          | 11           | 1         | 17     | -                | 5                  |
| 2   | Mengnee - - -          | 6                      | -        | 1          | 5            | -         | 6      | -                | -                  |
| 3   | Soleddeer Wowree - - - | 38                     | 6        | 5          | 13           | 8         | 32     | 6                | -                  |

# 32 TREATIES, CONVENTIONS, AND ARRANGEMENTS WITH THE

KATTEEWAR.

And at the same time to hold up to the tribe in general as an example for imitation the under-mentioned Jharejas, who have preserved four and three daughters each :—

| No. | NAMES.               | Belonging to     |              | Number of Daughters. |
|-----|----------------------|------------------|--------------|----------------------|
|     |                      | District.        | Village.     |                      |
| 1   | Jhareja Khenjee -    | Noanuggur        | Lalpoor -    | Four.                |
| 2   | " Bowagee -          | ditto -          | Bhalwa -     |                      |
| 3   | " Raibjee -          | ditto -          | Mocharda -   |                      |
| 4   | " Dossajee -         | ditto -          | Poompardee - |                      |
| 5   | " Kanturjee -        | ditto -          | Peepulrao -  |                      |
| 6   | " Dodujee -          | ditto -          | Suguch -     | Three.               |
| 7   | " Babajee -          | ditto -          | Danthana -   |                      |
| 8   | " Bawajee -          | ditto -          | Pussalvoo -  |                      |
| 9   | " Megrajee -         | ditto -          | Amra -       |                      |
| 10  | " Hurbumjee -        | ditto -          | Checkaroo -  |                      |
| 11  | " Sughajee -         | Dharsole -       | Radhun -     | Four.                |
| 12  | " Joonajee -         | ditto -          | Secaloo -    | Three.               |
| 13  | " Vursajee -         | Gondul Dorajee - | Janjinero -  | Three.               |
| 14  | Khurmany Roopashee - | Veerpoor Kurey - | Mottia -     | Three.               |
| 15  | Jhareja Lakhajee -   | Keesarra -       | Wurra -      |                      |

Government have also derived the greatest satisfaction from observing that the Returns show as many as 80 instances of Jharejas having preserved two daughters each. His Lordship, in Council, with a view of testifying the sense he entertains of the meritorious conduct of the chiefs and inferior Jharejas above alluded to, has instructed the Political Agent at Rajkote to grant remissions of tribute and honorary presents to them.

9. The British Government is pleased further to declare, that although it will always be more satisfactory to Government and more creditable to the Jharejas themselves for them to perform the first of the parental duties without seeking pecuniary aid from Government in defraying the expenses of the marriage of their children, nevertheless that the Local Agent is authorised to receive and attend to applications, when circumstances render such aid indispensable.

10. In conclusion, the Right Honourable the Governor in Council is pleased to annex to this proclamation a copy of the engagement by which every Jhareja Chief of Katteewar bound himself, 25 years ago, to discontinue the dreadful custom of female infanticide, and at the same time to declare it to be the fixed resolution of the British Government to maintain the same, and that any person charged with having violated it will be dealt with in such mode as may be deemed most expedient and conducive towards the complete suppression of the practice.

By order of the Right Honourable the Governor in Council,

(signed) C. Norris,  
Chief Secretary.

Bombay Castle, 22d November 1834.

ENGAGEMENT by the Seedee of Jafferabad for the Suppression of Suttee, dated 7th January 1838.

After compliments,

The cause of writing to you is this: A certain Bhattianee having arrived from Bombay and committed Suttee at Pragraye, and the Sirkar having issued orders preventive of such a practice, a mohsul is upon me in order to make me answerable; and the particulars of this subject (the suttee) having been reported to Government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect that from henceforward such measures in the talooka will be taken so that no person will be allowed to become suttee in future. But if such should hereafter occur, I am responsible to any extent the Sirkar may pronounce against me.

Signed by the Seedee.

NATIVE STATES OF INDIA, MADE SINCE 1 MAY 1834.

33

KATTEEWAR.

Joonagur.

## JOONAGUR.

ENGAGEMENT entered into on the 3d January 1838, by Nuwab of Joonagur, for the Suppression of Suttee within his Jurisdiction.

A. C.,

THE cause of writing to you is this. A certain Bhattianee having arrived from Bombay, and committed suttee at Pragrye, and the Sirkar having issued orders preventive of such a practice, mohsul is upon me in order to make me answerable; and the particulars of this subject (the suttee) having been reported to Government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect, that from henceforward such measures in the talooka will be taken so that no person will be allowed to become suttee in future. But if such should hereafter occur, I am responsible to any extent the Sirkar may pronounce against me.

(Seal of the Nuwab).

## BHOWNUGGUR.

Bhownuggur.

THE following Agreement, dated the 8th September 1840, between the Honourable East India Company and the Thakoor of Bhownuggur Rawul Wujehsingjee Vukhut Singjee having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the Government of Bombay, one part with the thakoor, and one in the office of the collector of Ahmedabad; viz.:

1st. The thakoor, for and in consideration of the sum of Company's rupees (4,000) four thousand being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea customs at Gogo. He also agrees to relinquish all claims to any duties under the name of "abkaree" on tobacco or any other goods in that kusha. He further agrees to relinquish all claims to the huk termed "dullalee" and "tojee veera," together with the huk "bham veera" in the said kusha. The thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any huk, luwazums, duty, &c. in Gogo Kusha, either from the East India Company or the East India Company's subjects, or to any arrears on account of the above items attendant to the 1st D. 1836.

2d. And whereas an order was issued by the Honourable the Governor in Council of Bombay for stopping the coinage of money at Bhownuggur: Now the thakoor, in consideration of the annual payment to him and his hereditary successors by the East India Company of the sum of Company's rupees (2,793. 6. 5.) two thousand seven hundred and ninety-three six annas and five pies, hereby agrees to relinquish all and every description of coining of money of every kind, both at Bhownuggur and its dependent villages, as well as in his, the thakoor's, Kattywar possessions, hereby binding himself to abstain from coining either copper or any other sort of coin, both in the above-mentioned places and everywhere else, and moreover hereby renounces all claims on account of the said Mint arising antecedent to 1st December 1836.

Under the above two articles of agreement the East India Company consents to pay the thakoor annually, commencing from the 1st December 1836, the sum of Company's rupees (6,793. 6. 5.) six thousand seven hundred and ninety-three six annas and five pies. In witness whereof we hereunto set our hands and seals, John Hinde Pelly, Collector of Continental Customs and Excise, in behalf of the East India Company on the one part, and the Thakoor Rawul Wujehsingjee on the other part, this 8th day of September in the year of our Lord 1840 (corresponding with Sumwut 1896, Bhadurwa Sood Twelfth.)

(signed) J. H. Pelly,  
Collector of Continental Customs and Excise.

This agreement was confirmed by Government on the 30th September 1840.

KATTEEWAR.

ENGAGEMENT entered into by the Thakoor of Bhownuggur, the Nuwab of Joonagur, the Jam of Nowanuggur, the Rana of Porbunda, and the Seede of Jafferabad, exempting from Payment of Duty Vessels putting into their Ports through stress of weather.

Translated Extracts from a Letter addressed by the Thakoor of Bhownuggur to Arthur Malet, Esq., Political Agent in Katteewar, dated the 18th January 1846.

YOUR letter, dated the 3d January 1846, has been received, and its contents have been understood. You state, "That there is a difficulty regarding the duties 'leviable on boats passing to and fro from Bombay to Sind or elsewhere, which 'are obliged by stress of weather or other cause to touch at any of my bunders; 'that injury is thereby done to facility of traffic; that Government has taken the 'case of such boats under its favourable consideration; and that the Rao of 'Kutch, to meet the wishes of Government, framed certain regulations on the 'subject, dated 1st December 1840; that a copy of these regulations was 'forwarded to me in a letter dated 17th October 1844, in which I am informed 'that it is to my credit to make arrangements for preventing obstacles being 'thrown in the way of persons navigating boats, and that if I could make regulations at my bunders, similar to those which are in force at the bunders of 'Kutch, it would be pleasing to Government, and beneficial to my own interests." You have asked me to reply to this letter. I am most willing to pay every consideration to the wishes of Government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the regulations in question to the bunders of Mowa and Tuloja, that they may be enforced. I have also given a copy to my mootusuddee at this place, with instructions to act accordingly.

Dated 6th Poos-Vud 1902 (corresponding with the 18th January 1846).

(True Translation.)

(signed) J. T. Barr,  
2 Assistant Political Agent.

TRANSLATION of a Yad from His Highness the Nuwab of Joonagur to A. Malet, Esq., Political Agent in Katteewar, dated the 19th March 1846.

Your letter, and His Highness the Governor's agreement of the 19th Shuval, have been received. His Highness the Rao made an arrangement relative to the customs on boats, and you, on the above-mentioned yad, wrote your order, requiring me to make a similar engagement. My reply is that, according to the copies which you sent here, I have sent copies of them to all my bunders, Verawul, Mangrol, &c., with orders to abide by it.

Dated Sumout 1902, Falgoon Vud 7th (March 19th, A. D. 1846).

(True Translation.)

(signed) A. Malet,  
Political Agent.

TRANSLATION of a Note from his Highness Jam Runmuljee of Nowanuggur to A. Malet, Esq., Political Agent in Katteewar, dated the 22d March 1846 (Falgoon-Vud 10th Sumout 1902).

Your yad, with the copy of the rules for exempting vessels driven into port by stress of weather, was received, and we had some conversation on the subject when you were at Nowanuggur. I now write in this yad, that I will abide by these rules, and will send orders to my bunders. This is written for your information.

(True Translation.)

(signed) A. Malet,  
Political Agent.

KATTEEWAR.

TRANSLATION of a Yad from the Thakoor of Bhownuggur to Major W. Lang, Political Agent in Katteewar, dated the 20th December 1849.

Arrangements having been formerly made for not levying the customs on vessels driven to and detained in any port on account of stress of weather or for any other similar reason, while going from Bombay to Kurrachee or any other bundar, and *vice versa*, I wrote to you on the subject, but I now beg to add that, according to the said arrangements, I shall not collect the sea customs on vessels belonging to the sarkar, and to the different ports in Kateewar that may happen to come to my bunders on account of stress of weather; but His Highness the Rao of Kutch having only agreed to exempt vessels belonging to Kurrachee and Bombay from the payment of these customs, and not those belonging to other ports, I shall be obliged to pay to him the duty on such vessels of my bunders as may be driven into ports belong to Kutch by stress of weather, and for this reason I shall also levy the same on vessels of Kutch, agreeably to my ancient custom.

Dated Sumout 1906, Poush Shood 6th (corresponding with the 20th December 1849, A. D.)

Written by Suwall Laul Shamjee.

(True translation.)

(signed) W. Lang, Political Agent.

Memorandum.—Similar engagements to the foregoing were entered into by the following additional chiefs on the under-mentioned dates:

|                                    |                                 |
|------------------------------------|---------------------------------|
| His Highness the Jam of Nowanuggur | } On the 20th of December 1849. |
| " " Joonagur                       |                                 |
| The Rana of Porbunder - - -        |                                 |
| The Sedee of Jafferabad - - -      | On the 30th December 1849.      |

## KELAT.

KELAT.

TREATY entered into between the Government of India and Meer Nuseer Khan, Chief of Kelat, dated the 6th October 1841.

WHEREAS Meer Nuseer Khan, son of Mehrab Khan, deceased, having rendered his allegiance and submission, the British Government and His Majesty Shah Shooja ool Moolk recognise him the said Nuseer Khan and his descendants as chiefs of the principality of Kelat-i-Nuseer, on the following terms:—

Article 1.—Meer Nuseer Khan acknowledges himself and his descendants the vassals of the King of Cabool, in like manner as his ancestors were formerly the vassals of His Majesty's ancestors.

Art. 2.—Of the tracts of country resumed on the death of Meer Mehrab Khan, viz., Kutchee, Moostung, and Shawl, the two first will be restored to Meer Nuseer Khan and his descendants, through the kindness of His Majesty Shah Shooja ool Moolk.

Art. 3.—Should it be deemed necessary to station troops, whether belonging to Honourable Company or Shah Shoojah ool Moolk, in any part of the territory of Kelat, they shall occupy such positions as may be thought advisable.

Art. 4.—Meer Nuseer Khan, his heirs and successors, will always be guided by the advice of the British officer residing at the Durbar.

Art. 5.—The passage of merchants and others into Afghanistan, from the river Indus, on the one side, and from the sea-port of Somnianee on the other, shall be protected by Meer Nuseer Khan, as far as practicable; nor will any aggression be practised on such persons, or any undue exactions made, beyond an equitable toll, to be fixed by the British Government and Meer Nuseer Khan.

KELAT.

Art. 6.—Meer Nusseer Khan binds himself, his heirs and successors, not to hold any political communication, or enter into any negotiations with foreign powers without the consent of the British Government and of his Majesty Shah Shooja ool Moolk, and in all cases to act in subordinate co-operation with the Governments of British India and of the Shah; but the usual amicable correspondence with neighbours to continue as heretofore.

Art. 7.—In case of an attack on Meer Nusseer Khan by an open enemy, or of any difference arising between him and any foreign power, the British Government will afford him assistance or good offices, as it may judge to be necessary or proper for the maintenance of his rights.

Art. 8.—Meer Nusseer Khan will make due provision for the support of Shah Nuvaz Khan, either by provision, to be paid through the British Government, on condition of that chief residing within the British territory, or by grant of estate within the Kelat possessions, as may hereafter be decided by the British Government.

Done at Kelat this 6th day of October, A. D. 1841, corresponding with the 20th of Shaban, A. H. 1257.

(Seal.) (signed) *Auckland.*

Ratified and signed by the Right honourable the Governor-general of India in Council at Fort William in Bengal, this tenth day of January one thousand eight hundred and forty-two

(signed) *T. H. Muddock.*  
Secretary to the Government of India.

(A true copy.)

(signed) *W. Grey,*  
Officiating Under Secretary to Government of India.

TREATY between the British Government and Nusseer Khan, Chief of Kelat, concluded on the part of the British Government by Major *John Jacob*, c. B., in virtue of full powers granted by the Most Noble the Marquis of *Dalhousie*, K. T., &c., Governor-general of India, and by Meer Nusseer Khan, Chief of Kelat.

WHEREAS the course of events has made it expedient that a new agreement should be concluded between the British Government and Meer Nusseer Khan, Chief of Kelat, the following articles have been agreed on between the said Government and His Highness.

Art. 1.—The treaty concluded by Major Outram between the British Government and Meer Nusseer Khan, Chief of Kelat, on the 6th October 1841, is hereby annulled.

Art. 2.—There shall be perpetual friendship between the British Government and Meer Nusseer Khan, Chief of Kelat, his heirs and successors.

Art. 3.—Meer Nusseer Khan binds himself, his heirs and successors, to oppose to the utmost all the enemies of the British Government, in all cases to act in subordinate co-operation with that Government, and to enter into no negotiation with other States without its consent, the usual friendly correspondence with neighbours being continued as before.

Art. 4.—Should it be deemed necessary to station British troops in any part of the territory of Kelat, they shall occupy such positions as may be thought advisable by the British authorities.

Art. 5.—Meer Nusseer Khan binds himself, his heirs and successors, to prevent all plundering or other outrage by his subjects, within or near British territory; to protect the passage of merchants to and fro between the British dominions and Afghanistan, whether by way of Sinde, or by the seaport of Sonmecnec or other seaports of Mekran, and to permit no exactions to be made beyond an equitable duty.

duty to be fixed by the British Government and Meer Nusseer Khan, and the amount to be shown in the Schedule annexed to this treaty.

KELAT.

Art. 6.—To aid Meer Nusseer Khan, his heirs and successors, in the fulfilment of these obligations, and on condition of a faithful performance of them year by year, the British Government binds itself to pay to Meer Nusseer Khan, his heirs and successors, an annual subsidy of fifty thousand (50,000) Company's rupees.

Art. 7.—If during any year the conditions above-mentioned shall not be faithfully performed by the said Meer Nusseer Khan, his heirs and successors, then the annual subsidy of fifty thousand (50,000) Company's rupees will not be paid by the British Government.

Done at Mustoong this fourteenth day of May one thousand eight hundred and fifty-four.

(signed) *John Jacob,*  
Major, Political Superintendent and Commandant  
on the Frontier of Upper Sinde.

Mustoong, 14 May 1854.

The foregoing Articles of Treaty having been concluded between the British Government and the Khan of Kelat, and signed and sealed by Major John Jacob, c. B., on the one part, and Meer Nusseer Khan on the other, at Mustoong, on the 14th May, A. D. 1854, corresponding with 16th Shaban, A. H. 1270, a copy of the same will be delivered to His Highness, duly ratified by the Governor-general in Council within two months from this date.

(signed) *Dalhousie.*  
*J. Dorin.*  
*J. Low.*  
*J. P. Grant.*  
*B. Peacock.*

Ratified by the Most Noble the Governor-general in Council, Fort William, this 2d day of June 1854.

(signed) *G. F. Edmonstone,*  
Secretary to the Government of India.

SCHEDULE showing Amount of Duty to be levied on Merchandise passing through the dominions of the Khan of Kelat referred to in Article 5 of this Treaty.

On each camel load, without respect to value from the northern frontier to the sea, either to Kurrachee or other port, Company's rupees six (6).

On each camel as above from the northern frontier to Shikarpoor, Company's rupees five (5).

The same duties to be levied on merchandise passing in the contrary direction, from the sea, or from Sinde to the Kelat territory.

(signed) *John Jacob,*  
Major, Political Superintendent and Commandant  
on the Frontier of Upper Sinde.

KOLHAPOOR.

## KOLHAPOOR.

PROCLAMATION issued on the 11th March 1841, by his Highness the Raja of Kolhapoor, Soorsun Ihide Arbyne Myatyne Wu Uluff, prohibiting Suttee in that Territory.

Know all our subjects, The British Government, considering the rite of self-immolation, as performed by females, inhuman, has abolished its performance within their territory, and accordingly recommended the same to us. We have considered on the subject, and have resolved to abandon the rite within our rule. We, therefore, proclaim that no person perform suttee within our dominions. Should any female resolutely determine on performing suttee, it is incumbent on all the respectable people of the village to which she belongs, as also her neighbours and Wutundars and Kumavisdars, to refrain from lending her any aid, and to use their remonstrance to induce her to abandon the resolution; they should also ascertain the cause of her wishing to perform self-immolation, whether it is owing to grief or otherwise, and a promise should be held out to her of relief being afforded. The person or persons so preventing her will report the matter to the head of the village, who will communicate the same to the Mamlutdar, and he will make the same known to us, when he will take measures in accordance with the usage of her caste.

7th Sufur (corresponding with A. D. 11th March 1841).

(True translation.)

(signed) A. N. Shaw, (Seal.)  
Acting Political Agent, Southern Mahratta Country.

KOTA.

## K O T A.

TREATY between the British Government and Maha Rao Ram Sing of Kota.

Article 1.—Consequent upon the relinquishment by Raj Rana Mudun Sing of the administration of the affairs of the Kota principality, guaranteed by the supplementary article of the treaty of Delhi to Raj Rana Zamil Sing, his heirs and successors, Maha Rao Ram Sing assents to the repeal of the said article.

Art. 2.—With the consent of the British Government, the Maha Rao agrees to cede the pergunnahs specified in the annexed Schedule to Raj Rana Mudun Singh's heirs and successors.

Art. 3.—The Maha Rao, his heirs and successors, will fulfil the pecuniary obligations arising out of the present arrangements of separation and transfer, agreeably to the appended Schedule.

Art. 4.—The Maha Rao agrees for himself, his heirs and successors, to pay the tribute as heretofore paid by the Kotah State, with the exception of the sum of Company's rupees eighty thousand per annum, which the British Government have agreed to receive from Raj Rana Mudun Sing, his heirs and successors, the first payment to be made by the Raj Rana at the beginning of the Sumbut, year 1895. The second half-yearly instalment at present due on account of the Fusul Rubee for Sumbut 1894 will be paid in full, viz., 1,32,360 rupees by the principality of Kota.

Art. 5.

KOTA.

Art. 5.—The Maha Rao agrees for himself, his heirs and successors, to maintain an auxiliary force, to be commanded and paid by British officers, should the British Government decide that the measure is expedient; it being clearly understood that the existence of such a force shall in no way interfere with the Maha Rao, his heirs and successors, exercise of power in the internal administration of the affairs of the Kota State.

Art. 6.—The expense of such force shall never exceed three lacs of rupees per annum.\*

Art. 7.—If the force shall be raised, the funds for its maintenance shall be paid to the British Government by the administration of the Maha Rao, his heirs and successors, in two half-yearly instalments along with the tribute; and the period for the first payment will be fixed by the British Government.

Art. 8.—It is to be clearly understood that all the stipulations contained in the treaty concluded at Delhi between the British Government and Maha Rao Omed Singh Behauder on the 26th of December 1817, which are not affected by the provisions of the present treaty, shall remain in full force.

Art. 9.—The foregoing articles of treaty having been concluded between the British Government and Maha Rao Ram Singh of Kota, and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-colonel Nathaniel Alves, Agent to the Governor-general for the States of Rajpootana, on the one part, and Maha Rao Ram Singh on the other, the ratification of the same by the Right honourable the Governor-general shall be exchanged within two months from this date.

Done at Kota this 10th day of April 1838.

(L.S.)  
(L.S.)

(signed) J. Ludlow, Offg. Pol. Agent.  
N. Alves, A. G. G.

(Seal of Maha Rao Ram Sing.)

Schedule, appended to the Treaty, of Pergunnahs set apart to constitute a separate Principality for Raj Rana Mudun Singh Behauder, his Heirs and Successors, under the designation of Jhullawur.

Cheehat.

Comprising  
Punchpahar.  
Ahore.  
Dig and Gungrar.  
Jhulra Puton, commonly called Ourmd.  
Renchwa.  
Bekunec.  
Delumpore.

Sukait.  
The Chaur Muhla.  
Kotrah Bhutta.  
Surerah.  
Ruthaee.  
Monhur Thanah.  
Phool Burode.  
Chuchoornee.  
Kunkoorney.  
Cheepee Burode.

The portion of Shugurh beyond, or east of the Purwanor Newaj, and Shahabad.

It is to be understood that Nerput Sing will remove from the territory of Jhullawur into that of the Maha Rao, and that his lands lapse to the Raj Rana.

Kota, 10th April 1838.

(L.S.)  
(L.S.)

(signed) J. Ludlow, Offg. Pol. Agent.  
N. Alves, A. G. G.

(Seal of Raj Ram Mudun Sing.)

\* In September 1844 a modification was made in the Sixth Article of the Treaty by a reduction of the sum demandable on account of the Contingent from three to two lacs of rupees per annum.

KOTA.

SCHEDULE appended to the Treaty of Debts for liquidation by the Maha Rao, his Heirs and Successors, agreeably to the Third Article of the said Treaty.

|                                       | Rs.      | an. | p. |
|---------------------------------------|----------|-----|----|
| To Pundit Lallajee Ramchund - - - - - | 9,27,364 | 15  | 6  |
| Gordhun Nathjee - - - - -             | 30,643   | 5   | 6  |
| Bythal Nathjee - - - - -              | 3,75,176 | -   | -  |
| Lalla Soogum Chund - - - - -          | 56,196   | 1   | -  |
| Juggurnuth Leeta Ram - - - - -        | 1,00,825 | 4   | 9  |
| Sheo Lal of Punwar - - - - -          | 10,033   | 4   | -  |
| Kishoo Ram Byjnath - - - - -          | 2,41,747 | 12  | 9  |
| Gobind Das Ramgopal - - - - -         | 20,441   | 1   | 3  |
| Gunesh Das Kishnaje - - - - -         | 20,281   | 9   | 9  |
| Moujee Ram Molchund - - - - -         | 3,893    | 12  | 6  |
| Daljee Munee Ram - - - - -            | 4,57,796 | -   | -  |
| Kunhee Ram Bohranath - - - - -        | 40,819   | 1   | -  |
| Bohra Kameshur - - - - -              | 47,703   | 8   | 6  |
| Sobha Chund Motee Chund - - - - -     | 15,671   | 2   | 9  |
| Sheojee Ram Oodee Chund - - - - -     | 348      | 7   | 3  |
| Bhug Chund of Budoura - - - - -       | 547      | 2   | 6  |
| Bohra Sree Chund Gungaram - - - - -   | 6,383    | 2   | 3  |
| Mohun Ram Hur Lal - - - - -           | 1,134    | 1   | 9  |
| Nund Ram Peerolal - - - - -           | 7,473    | 13  | -  |
| Oomed Ram Bhyroo Ram - - - - -        | 9,771    | 9   | -  |
| Gopul Dass Bunmalce Dass - - - - -    | 2,908    | 13  | -  |
| Sah Guvun Ram - - - - -               | 835      | 14  | -  |
| Saujan Mal Shir Mal - - - - -         | 24,487   | 8   | -  |
| Mohun Lal Bued - - - - -              | 55,423   | 13  | -  |
| Saligram - - - - -                    | 14,554   | -   | -  |
| Luchmungeer Hureeger - - - - -        | 10,901   | -   | -  |
| Bohra Ddoodjee Khanjee - - - - -      | 11,588   | 6   | 6  |
| Sah. Munguljee - - - - -              | 8,948    | 5   | 3  |
| Sah. Idameer Bued - - - - -           | 1,09,617 | 10  | 6  |
| Dooljee Chund Ootum Chund - - - - -   | 10,195   | 10  | -  |
| Mudhoo Makoond - - - - -              | 1,095    | 13  | 9  |
| Bohra Ballee Bhan - - - - -           | 525      | 11  | 3  |
| Buktawur Mull Buhadoor Mull - - - - - | 182      | 15  | 9  |
| Chugun Kaloo Nugur - - - - -          | 50,000   | -   | -  |

The above claims will be individually satisfied by the Maha Rao, after due inquiry, agreeably to the circumstances of each. The Maha Rao will also settle any other just debts, should they exist, that may on inquiry prove to be justly chargeable to the Kota State.

Kota, 10th April 1838.

(L.S.)  
(L.S.)

(signed) J. Ludlow, Offg. Pol. Agent.  
N. Alves, A. G. G.

(Seal of Maha Rao Ram Singh.)

KUTCH.

## KUTCH.

TREATY concluded by the Honourable Company with the Kutch State, under date the 20th September 1832.

TREATY between the Honourable East India Company and Shree Maharaj Mirza Rao Desuljee, his heirs and successors, concluded by Lieutenant-colonel Henry Pottinger, Resident in Kutch, on the part of the Honourable Company, and Jharejas Chandabhoy of Nagurcha, Dasajee of Kotree, Pragjee of Mohara, Naronjee of Mhow, Deeda Bhojrajee, and the Minister Dewan Lakhmedass Wullubhjee, on the part of His Highness the Rao.

WHEREAS the Right honourable John Earl of Clare, Governor in Council of Bombay, is of opinion, that by the treaties now in force a greater sum is required from Kutch than the resources of that principality can afford; as a proof of which there are now due to the British Government by the Kutch Durbar, arrears amounting to 9,75,000 korees, and which the Kutch Government is unable not only to liquidate, but even to discharge the annual amount stipulated by former treaties for the pay of the troops, and on account of Anjar. The two Governments have therefore agreed to modify existing treaties in the manner written in this engagement, which is dated at Booj, on this 20th day of September 1832, being the 11th day of Bhadurura Vud 1889, Sumvut.

Article 1.—The first and second articles of the treaty of the 21st May 1822 are maintained in force only as described in the succeeding articles of the present treaty, and the contracting parties do now engage as follows:

Art. 2.—The Honourable East India Company's Government hereby remits (subject to the condition specified in the fourth article) the equivalent for Anjar; viz., 88,000 Ahmedabad sicca rupees per annum, fixed by the first and second articles of the treaty of the 21st May 1822, together with all arrears now due on that as well as on any other account by the Kutch Durbar to the British Government, or which shall be found due on the settlement of the accounts for the past year, that is, the Sumvut 1888, which terminated on the 1st day of July last.

Art. 3.—His Highness the Rao Shree Desuljee, his heirs and successors, solemnly agree, that the funds stipulated by the sixth article of the treaty of October 1819 to be appropriated for the pay of the Kutch subsidiary force, but which it is hereby declared are never to exceed the amount of two lacs of Ahmedabad sicca rupees per annum, shall be hereafter regularly, without fail, and under any circumstances whatever, discharged by four (4) quarterly equal instalments; viz., on the 15th days of January, April, July, and October of each year.

Art. 4.—The Kutch Government further engages, that in the event of the British troops in that principality being greatly diminished, and the necessary payment on account of them being similarly lessened, so as to reduce it below the amount of the above remitted Anjar equivalent, that is, 88,000 Ahmedabad sicca rupees per annum; or, in the event of the entire removal of the troops from Kutch, his Highness the Rao, his heirs and successors, shall still be responsible, in either case, for making to the British Government an annual payment amounting on the whole to not less than the above-recited Anjar equivalent, or Ahmedabad sicca rupees 88,000.

Art. 5.—All existing stipulations and engagements which have been entered into by former treaties between the Honourable East India Company's Government

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ment and the Government of Kutch, and which shall not have been altered or modified by the present treaty, are to remain in full force.

Done at Booj, this 20th day of September, A.D. 1832.

(signed) *Henry Pottinger*,  
Lieut.-colonel, Resident in Kutch. (Large Seal of the  
Kutch State).

(signed) *Jhareja Chandabhaee* of Nagureha. *Jhareja Pragjee* of Motura.  
" *Dosajee* of Kotree. " *Deda Bhojrajee*.  
" *Narunjee* of Mhou. " *Lukhmeedass Wulhbjee*.

(signed) *W. Bentinck*.  
*E. Barnes*.  
(The Company's Persian seal.) *C. T. Metcalfe*.  
*A. Ross*.

Ratified by the Right honourable the Governor-general in Council, at Fort William in Bengal, this 23d day of April, A.D. 1833.

(signed) *W. H. Macnaghten*,  
Secretary to the Government,

TREATY concluded between the Honourable East India Company and the Government of Kutch, under date the 5th July 1834.

WHEREAS by the fourth article of the treaty concluded at Booj, on the 18th day of October 1819, it was stipulated that a regency should be formed, with full power to transact the affairs of the Kutch Government, until His Highness Mirza Rao Shree Desuljee should have completed his 20th year: And whereas His Highness will not attain the above described age until on or about the 3d day of August 1835; nevertheless the British Government, desirous of affording to His Highness a strong proof of its consideration and friendship, has consented to a modification of the above stipulation, and this treaty has been this day entered into by Lieutenant-colonel Henry Pottinger, Resident in Kutch, &c., on behalf of the Honourable East India Company, and by the undersigned Jharajas, &c., on behalf of the Rao of Kutch, in virtue of full powers intrusted to them by their respective Governments.

Art. 1.—The period of the minority of His Highness the Rao ceasing shall be altered from the completion of his 20th year to Ashadh Shood Beej Sumvut 1891, (corresponding with the 8th day of July 1834, A.D.), on which day the functions of the regency shall terminate, and His Highness shall be placed in charge of the Government of his country, under the constitutional and established advice of his ministers and the members of the Jhareja Bhayat.

Art. 2.—With a view to the welfare and prosperity of the State of Kutch, and also to relieve His Highness Mirza Rao Shree Desuljee from all vexation and annoyance on the subject, the British Government reserves to itself, agreeably to the second article of the treaty of October 1819, the entire management and control, through the Resident in Kutch, of the Ex-Rao Bharmuljee, and will permit no interference on his part in any act of the Kutch Government.

Art. 3.—All existing engagements between the two States not modified or altered by this treaty are to be considered in full force and efficiency.

Done at Bhoog, on the 5th day of July 1834 (corresponding with Jesht Vud, 14th Sumvut 1891).

(signed) *Jhareja Khangaru* of Roha. *Jhareja Goorjee* of Sootree.  
" *Chandajee* of Nagureha. " *Sahabjee* of Nimjan.  
" *Dosajee* of Kotree. " *Pragjee* of Motalla.  
" *Pragjee* of Mhou. " *Jamuljee* of Bhara.  
" *Soemraj* of Jera. " *Ryabjee* of Moktara.

(signed) *W. Bentinck*. *W. Morrison*.  
*F. Adam*. *E. Ironside*.

Memorandum.—This treaty was ratified by the Right honourable the Governor-general of India in Council, on the 19th September 1834.

## NATIVE STATES OF INDIA; MADE SINCE 1 MAY 1834. 43

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TRANSLATION of a Proclamation issued on the 6th February 1836 by His Highness Maha Rao Shree Desuljee Rao, of Kutch, prohibiting the Slave Trade within His Highness's territory.

BE it known to the principal merchants of Moudwee, and every other merchant as well as trader in Kutch, whether belonging to it or only trading thereto, to all navigators of vessels, and to the inhabitants of Kutch generally, that if any slaves, negroes or Abyssinians shall be brought for sale to any seaport in Kutch after the middle of July next, the vessel conveying them shall be confiscated, and its cargo shall become the property of this Government (Durbar). No petition for its restoration shall be listened to; and further, the offenders shall be brought to condign punishment, whether they belong to Kutch or to another country. There will be no departure from this resolution. A vessel which brings slaves shall be seized, and summary punishment inflicted on those who navigate her.

The British Government have made arrangements to repress the trade in slaves throughout the adjacent countries, and it has instructed the officers commanding its ships to seize and retain all vessels bringing slaves; I therefore strictly prohibit, after the date before mentioned, any more slaves being brought into this country. Let all my subjects discontinue this custom, and take heed of this proclamation, and look to their interests and welfare by attending to it.

Given at Bhooj, this 5th Maha Vut Sumvut 1892 (corresponding with A.D., the 6th day of February 1836.)

(Large Seal of his Highness  
the Rao of Kutch.)

(True Translation.)

(signed) *A. Burnes*,  
Asst. Resident in charge of Bhooj Residency.

RENEWED ENGAGEMENT entered into by the Jhareja Chiefs of Kutch, under date the 23d March 1840, renouncing Female Infanticide.

The writing of Jhareja Rahebyee, chief of Kotara, is this:—In the year of Sumvut 1875 (A.D. 1819) there was a treaty made between the Durbar of Kutch and the English Government. In the 17th article of that treaty it was stipulated that we the Jharejas would no longer destroy our female children, and in Sumvut 1891 (A.D. 1835) we renewed our engagement to the Durbar on this subject. Now the two governments have no confidence in the fulfilment of our engagements, therefore we have been summoned and required to consider the following arrangement:

Article 1.—An accurate account of all the sons and daughters born in the bhayat shall be rendered yearly to the Durbar according to a set form.

Art. 2.—Whenever a newly born child is destroyed among the bhayat the chief shall give information to the Durbar, within the space of 15 days, in order that the murderer may be visited with punishment, by fine or otherwise. If the chief conceals any instance of the crime, or neglects to take such measures as are sure to prevent its concealment from himself, and information of its having been committed reaches the Durbar from another quarter, then the chief himself shall submit to be heavily fined. It therefore behoves the chief to take good precautions, and whenever it is ascertained that the wife of a Jhareja has been pregnant, and the child is stated to have been born prematurely, or to have died naturally, in such case four respectable men shall take cognizance of the facts, and their verdict shall be reported to the Durbar within 15 days.

Art. 3.—The Durbar will keep the amount of all fines inflicted under the second article in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the chief.

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Art. 4.—One or two mehtas from the Durbar will go round the country, and when they arrive in any of the villages the chief will cause accurate lists of all the sons and daughters to be made out for the information of the two governments.

To the above four articles I do hereby agree in behalf of myself and my posterity to every generation.

Dated Bhooj, 23d March 1840.

(signed) Jhareja Rahebjee of Kotara.

Memorandum.—A similar Engagement was on the same day entered into by the under-mentioned Chiefs :

Jhareja Chandabhaee of Nogercha.  
Jhareja Soomrajee of Tera.  
Jhareja Khingajee of Roha.  
Jhareja Soomrajee of Mootara.  
Jhareja Gorjee of Sooturee.  
Jhareja Kuliansingh of Airysir.  
Jhareja Humeerjee of Roturee.  
Jhareja Momyajee of Gujoor.  
Jhareja Humeerjee of Sandan.  
Jhareja Lukajee of Assombua.  
Jhareja Assargajee of Nureeya.  
Jhareja Jeehajee of Kheroe.  
Jhareja Gaujee of Furadee.  
Jhareja Nathajee of Bidra.

The following Rules were on the 8th October 1851 established by His Highness the Rao of Kutch, exempting, under certain circumstances, Vessels belonging to the ports of Bombay, of His Highness the Gaekwar, and of the Chiefs of Kattce-war, from payment of duties on goods.

TRANSLATION of a Memorandum from His Highness Rao Desuljee to Kaibharee Koosulchund Hunsraj Mandvee, Aso Sood 14th St. 1908. A.D. 8th October 1851.

THE following Rules for the exemption from payment of duties by vessels driven by stress of weather into any of my ports, whilst on their voyage between Bombay and Sinde, are in supercession of those established in the year St. 1897, Magsur Sood 8th, 2d December A.D. 1840.

Rule 1.—Vessels from or belonging to the ports of Bombay, or those under the Gaekwar government, Joonagur, Nowanuggur, Bhownuggur, Porbundee, Jafferabad and Mangrol, trading with any ports under the English Government, driven by stress of weather into Mandvee, or any other of my ports, shall, providing they depart without having landed their cargo or any portion of it, be exempt from payment of duty on the same, with the exception of a charge of five korees, which is to be levied as a fee on all vessels under the foregoing circumstances.

Rule 2.—A vessel driven into Mandvee, &c., under the circumstances above detailed, requiring such repairs as will involve the necessity of landing her cargo, a time will be fixed under which the repairs must be completed and the cargo re-shipped, when no duty will be charged, provided that during that time no attempt be made either by the tindal, the owners of the boat, or their accredited agents, to defraud me of custom duties by the surreptitious sale of any portion of the cargo.

Rule 3.—A vessel driven into Mandvee, &c., under the foregoing circumstances, and being found unseaworthy, her cargo may, within a specific time, be transhipped free of duty charges.

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Rule 4.—Should a boat be driven into Mandvee, &c., at the close of the season, and be compelled to lay up for the monsoon, security must in the first instance be given for the full amount of customs on the whole cargo, when the goods may be landed and warehoused at the expense and risk of the owner or tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the custom authorities at the opening of the season. The goods must be re-shipped on board the vessel which brought them, unless she be proved unseaworthy.

Rule 5.—Should it be proved that the tindal or owner of a vessel driven into Mandvee, &c., attempt to defraud the Custom authorities of duty by the sale of any portion of the cargo, or should they, without satisfactory reason, fail to sail within the period assigned for the completion of the repairs, duty will be chargeable to the full value of the cargo; or should less be re-shipped than was originally landed, or any portion of the cargo have been opened, and a most satisfactory explanation of the cause for so acting not be given, duty will be charged on the whole cargo.

All perishable or damaged articles may be sold under the sanction of the Custom-house authorities, on payment of the usual duty.

Rule 6.—Vessels driven into Mandvee, &c., under circumstances already set forth, and strictly observing the rules now laid down, shall be allowed to depart on the payment of five korees (5) only, but the infringement of any one of the rules now established, either by the tindal, the owner of the vessel, or any one of her accredited agents, shall involve the penalty of payment of duty on the value of the cargo.

Previous to punishing the breakers of the law now promulgated, their case must be reported to me for consideration, the offenders in the meantime providing approved security for their appearance to answer any charge that may be preferred against them, in default of which they are to be retained in confinement.

The above rules are to be made public, and have effect from the 27th October 1851.

(signed) Rao Desuljee.

(True Translation.)

(signed) G. Harding, Lieutenant,  
Offg. Assistant Political Agent in Kutch.

(A true Copy.)

(signed) G. Le Grand Jacob,  
Political Agent in Kutch.

MAHEE AND REWA KANTA.

AHMEDNUGGUR.

Mahee and Rewa  
Kanta.  
Ahmednuggur.

TRANSLATION of a Paper addressed to Captain Outram, Acting Political Agent, Mahee Kanta, by Maharaj Prithee Sinjee Kurumsingjee.

IN your letter to me, dated 18th February 1836, you informed me that it was the intention of the British Government to restore my throne and kingdom to me if I would subscribe to certain conditions therein enumerated; to these conditions I agree, as follows:—

1. I will abide by the same agreement that was entered into in 1812, with the British Government.

2. From this time forward neither I, nor my children, nor my posterity, will perform the ceremony of suttee.

3. I will appoint a respectable and active minister to manage the business of my state, subject to the approval of the British Government.

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4. I will

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TRANSLATION of a Note addressed by Rana Bhowanee Singjee of Soonth to A. Remington, Esq., Officiating First Assistant Political Commissioner for Guzerat, dated 12th May 1840.

HAVING taken into consideration the subject brought to my notice regarding the abolition of suttee, I will make arrangements in my territory to prohibit the future observance of suttee.

(Seal of the Rana of Soonth.)

(True Translation.)

(signed) A. Remington,  
Officiating First Assistant Political Commissioner.

Wankaneer.

## WANKANEER.

TRANSLATION of a Note addressed by Thakoor Sirdar Sing, of Wankaneer, to A. Remington, Esq., Officiating First Assistant Political Commissioner for Guzerat, dated Vysack Shood 7th Sumvut 1896, or the 8th May 1840.

HAVING taken into consideration the subject brought to my notice regarding the abolition of suttee, I will prohibit the practice in my districts, and make suitable arrangements for its discontinuance.

(signed) Sirdar Sing.

(True Translation.)

(signed) A. Remington,  
Officiating First Assistant Political Commissioner.

LAHORE.

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TREATY concluded between Maharajah Runjeet Sing and Shah Shooja-ool-Moolk dated 12th March 1833.

PREAMBLE.—Relations of friendship having been firmly established between Maharajah Runjeet Sing and Shah Shooja-ool-Moolk, so that there neither is nor ever shall be any alienation or difference of interests existing between them, they agree to adopt the following articles in consideration of the terms of goodwill and friendship by which they are reciprocally actuated.

1. Shah Shooja-ool-Moolk disclaims all title on the part of himself, his heirs, successors, and all the suddozages, to whatever territories lying on either bank of the River Indus may be possessed by the Maharajah, viz., Cashmere, including its limits east, west, north, and south, together with the fort of Attock, Chetch, Hezara, Khebel, Aub with its dependencies on the left bank of the aforesaid river, and on the right bank, Peshawur, with the Eusefzye territory, Kheteks, Heest Nagor, Meehnee, Cohaut, and all places dependent on Peshawur as far as the Khyber Pass, Bennoo, the Vezeeree territory, Dour, Tonk, Gorauk, Kalabagh, and Kushal Ghur, with their dependent districts, Dera Ismael Khan and its dependency, with Dera Ghazee Khan, Kote Mitthun, and their dependent territory, Sirghur, Heren, Dajel, Hajespore, Rajenpore, and the three Ketches, as well as Manhera with its district, and the province of Mooltan situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah; the Shah neither has nor will have any concern with them; they belong to the Maharajah and his posterity from generation to generation.

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2. The people of the country on the other side of the Khyber will not be suffered to commit robberies or aggression, or any disturbances on this side. If any defaulter of either state who has embezzled the revenue takes refuge in the territory of the other, each party engages to surrender him.

3. Agreeably to the treaty established with the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutledge without a passport from the Maharajah. The same rule shall be observed regarding the passage of the Indus, whose waters join the Sutledge, and no one shall be allowed to cross the Indus without the Maharajah's permission.

4. Regarding Shikarpore and the territory of Scinde lying on the right bank of the Indus, the Shah shall abide by whatever may be settled as right and proper, in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah, through Captain Wade.

5. When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles, viz., 55 high-bred horses of approved colours and pleasant paces, 11 Persian scimitars, 7 Persian poniards, 25 good mules, fruits of various kinds, both dry and fresh, sirdars or musk melons of a sweet and delicate flavour (to be sent throughout the year) by the way of Cabool river to Peshawur, grapes, pomegranates, apples, quinces, almonds, raisins, pistahs or chronuts, an abundant supply of each, as well as pieces of satin of every colour, chogas of fur, kimkhabs wrought with gold and silver, and Persian carpets, altogether to the number of 101 pieces. All these articles the Shah will continue to send every year to the Maharajah.

6. Each party shall address the other on terms of equality.

7. Merchants of Afghanistan who will be desirous of trading to Lahore, Umritsur, or any other part of the Maharajah's possessions, shall not be stopped or molested in their way. On the contrary, strict orders shall be given to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part in respect to traders who may wish to proceed to Afghanistan.

8. The Maharajah will yearly send to the Shah the following articles in the way of friendship: 55 pieces of shawls, 25 pieces of muslin, 11 droputtahs, 5 pieces of kimkhab, 5 scarfs, 5 turbans, 55 loads of barlh rice peculiar to Peshawur.

9. Any of the Maharajah's officers who may be deputed to Afghanistan to purchase horses, or on any other business, as well as those who may be sent by the Shah into Punjaub for the purpose of purchasing piece goods or shawls, &c., to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commission.

10. Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11. In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Baruhzyes in jewels, horses, arms, great or small, shall equally be divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property, without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own agent to the Maharajah, in the way of friendship.

12. An exchange of missions, charged with letters and presents, shall constantly take place between the two parties.

13. Should the Maharajah require the aid of any of the Shah's troops, the Shah engages to send a force, commanded by one of his principal officers. In like manner the Maharajah will furnish the Shah, when required, with an auxiliary force, composed of Mahomedans, and commanded by one of his principal officers, as far as Cabool. When the Maharajah may go to Peshawur, the Shah will depute a shahzadah to visit him; on which occasions the Maharajah will receive and dismiss him with the honour and consideration due to his rank and dignity.

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14. The friends and enemies of the one shall be the friends and enemies of the other.

15. Both parties cordially agree to the foregoing articles; there shall be no deviation from them; the present treaty shall be considered binding for ever.

SUPPLEMENTARY TREATY between the British Government and Maharajah Runjeet Sing, for establishing a Toll on the Indus; published by the Governor-General of India in Council, on the 24th January 1835.

Is conformity with the subsisting relations of friendship, as established and confirmed by former treaties, between the Honourable East India Company and His Highness Maharaja Runjeet Sing; and whereas, in the fifth article of the treaty concluded at Lahore on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandise in transit up and down the Rivers Indus and Sutledge; the said Governments being now of opinion, that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (viz., on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll which shall be levied on all boats with whatever merchandise laden. The following articles have therefore been adopted as supplementary to the former treaty, and in conformity with them each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent.

Article 1.—A toll of 570 rupees shall be levied on all boats laden with merchandise, in transit on the Rivers Indus and Sutledge, between the sea and Rooper, without reference to their size, or to the weight or value of their cargo; the above toll to be divided among the different States, in proportion to the extent of territory which they possess on the banks of those rivers.

Art. 2.—The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of those rivers, as determined in the subjoined scale, shall be levied opposite to Mitthun Kote on boats coming from the sea towards Rooper, and in the vicinity of Hurreekkee on boats going from Rooper towards the sea, and at no other place.

|                                                       |           |
|-------------------------------------------------------|-----------|
| In right of territory on the right bank of the Rivers |           |
| Indus and Sutledge                                    | Rs. 155 4 |

|                                                            |  |
|------------------------------------------------------------|--|
| In right of territory on the left bank of the Rivers Indus |  |
| and Sutledge                                               |  |

|                                |        |
|--------------------------------|--------|
| The Maharaja's share of rupees | 67 15* |
|--------------------------------|--------|

Art. 3.—In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the trade by the new route, a British officer will reside opposite to Mitthun Kote, and a native agent, on the part of the British Government, opposite to Hurreekkee. These officers will be subject to the orders of the British agent at Ludiana, and the agents who may be appointed to reside at those places on the part of the other States concerned in the navigation; viz., Bahawalpore and Sinde, together with those of Lahore, will co-operate with them in the execution of their duties.

Art. 4.—In order to guard against imposition, on the part of merchants, in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passports, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports, and whenever their boats may be brought to for the night, they are

\* A distribution of the shares due to the British protected Sikh States, and the feudatories of the Maharajah on the left bank of the Sutlej, will be determined hereafter.

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are required to give immediate notice to the thannadars or officers of the place, and to request protection for themselves, at the same time showing the passports they may have received at Mitthun Kote or Hurreekkee, as the case may be.

Art. 5.—Such parts of the fifth, seventh, ninth, and tenth articles of the treaty of the 26th December 1832 as have reference to the fixing a duty on the value and quantity of merchandise, and to the mode of its collection, are hereby rescinded, and the foregoing articles substituted in their place; agreeably to which, and the conditions of the preamble, the toll will be levied.

TRIPARTITE TREATY between the British Government, Runjeet Sing, and Shah Shooja-ool-Moolk, concluded at Lahore on the 26th June 1838.

WHEREAS a treaty was formerly concluded between Maharajah Runjeet Sing and Shah Shooja-ool-Moolk, consisting of 14 articles, exclusive of the preamble and the conclusion; and whereas the execution of the provisions of the said treaty was suspended for certain reasons; and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right honourable George Lord Auckland, G.C.B., Governor-General of India, to the presence of Maharajah Runjeet Sing, and vested with full powers to form a treaty in a manner consistent with the friendly engagements subsisting between the two States, the treaty aforesaid is received and concluded, with certain modifications, and four new articles have been added thereto, with the approbation of and in concert with the British Government, the provisions whereof, as contained in the following 18 articles, will be duly and faithfully observed:

1. Shah Shooja-ool-Moolk disclaims all title, on the part of himself, his heirs, successors, and all the Suddozyes, to whatever territories lying on either bank of the River Indus may be possessed by the Maharajah; viz., Cashmere, including its limits E. W. N. and S., together with the fort of Attock, Chetch, Hezara, Khebel, Aub with its dependencies, on the left bank of the aforesaid river; and on the right bank Peshawur, with the Eusefzye territory, Kheteks, Hesht, Nagor, Meehnee, Cohaut, Hungoo, and all the places dependent on Peshawur as far as the Khyber Pass, Bennoo, the Vezeree territory, Dour, Tonk, Gorauk, Kalabagh, and Kushal Ghur, with their dependent districts, Dera Ismael Khan and its dependency, together with Dera Ghazee Khan, Kote Mitthun, Omar Kote, and their dependent territory, Singhur, Heren, Dajel, Hajeepoor, Rajenpore, and the three Ketches, as well as Manhera with its district, and the province of Mooltan, situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah, and the Shah neither has nor will have any concern with them; they belong to the Maharajah and his posterity from generation to generation.

2. The people of the country on the other side of Khyber will not be suffered to commit robberies or aggressions or any disturbances on this side. If any defaulter of either State who has embezzled the revenue take refuge in the territory of the other, each party engages to surrender him; and no person shall obstruct the passage of the stream which issues out of the Khyber defile, and supplies the fort of Fattyghur with water according to ancient usage.

3. As agreeably to the treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutledge without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus whose waters join the Sutledge, and no one shall be allowed to cross the Indus without the Maharajah's permission.

4. Regarding Shikarpore and the territory of Sinde lying on the right bank of the Indus, the Shah will agree to abide by whatever may be settled as right and proper, in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah through Captain Wade.

5. When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles; viz. 55 high-bred horses of approved colour and pleasant pace, 11 Persian scimitars, seven Persian poignards,

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poignards, 25 good mules, fruits of various kinds, both dry and fresh, and *sirdars* or musk melons of a sweet and delicate flavour (to be sent throughout the year) by the way of Cabool River to Peshawur, grapes, pomegranates, apples, quinces, almonds, raisins, pistals, or chronuts, an abundant supply of each, as well as pieces of satin of every colour, chogas of fur, kimkhabs wrought with gold and silver, and Persian carpets, altogether to the number of 101 pieces; all these articles the Shah will continue to send every year to the Maharajah.

6. Each party shall address the other on terms of equality.

7. Merchants of Affghanistan who will be desirous of trading to Lahore, Umritsir, or any other parts of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part with respect to traders who may wish to proceed to Affghanistan.

8. The Maharajah will yearly send to the Shah the following articles in the way of friendship: 55 pieces of shawls, 25 pieces of muslin, 11 dooputtahs, five pieces of kinkhab, five scarfs, five turbans, 55 loads of Bareh rice (peculiar to Peshawur).

9. Any of the Maharajah's officers who may be deputed to Affghanistan to purchase horses, or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece goods or shawls, &c., to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commissions.

10. Whenever the armies of the two states may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11. In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barukzyes in jewels, horses, arms, great and small, shall be equally divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own agent to the Maharajah in the way of friendship.

12. An exchange of missions charged with letters and presents shall constantly take place between the two parties.

13. Should the Maharajah require the aid of any of the Shah's troops in furtherance of the objects contemplated by this treaty, the Shah engages to send a force commanded by one of his principal officers. In like manner the Maharajah will furnish the Shah, when required, with an auxiliary force, composed of Mahomedans, and commanded by one of his principal officers as far as Cabool, in furtherance of the objects contemplated by this treaty. When the Maharajah may go to Peshawur, the Shah will depute a Shahzadah to visit him, on which occasions the Maharajah will receive and dismiss him with the honour and consideration due to his rank and dignity.

14. The friends and enemies of each of the three high powers, that is to say, the British and Sikh Governments and Shah Shooja-ool-Moolk, shall be friends and enemies of all.

15. Shah Shooja-ool-Moolk engages, after the attainment of his object, to pay, without fail, to the Maharajah the sum of two lacs of rupees, of the Nanh Shahee or Kuldar currency, calculating from the date on which the Sikh troops may be despatched for the purpose of reinstating his Majesty in Cabool, in consideration of the Maharajah stationing a force of not less than 5,000 men, cavalry and infantry, of the Mahomedan persuasion, within the limits of the Peshawur territory, for the support of the Shah, and to be sent to the aid of his Majesty whenever the British Government, in concert and counsel with the Maharajah, shall deem their aid necessary; and when any matter of great importance may arise to the westward, such measures will be adopted with regard to it as may seem expedient and proper at the time to the British and Sikh Governments. In the event of the Maharajah requiring the aid of any of the Shah's troops, a deduction

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a deduction shall be made from the subsidy proportioned to the period for which such aid may be afforded; and the British Government holds itself responsible for the punctual payment of the above sum annually to the Maharajah so long as the provisions of this treaty are duly observed.

16. Shah Shooja-ool-Moolk agrees to relinquish for himself, his heirs and successors, all claims of supremacy and arrears of tribute over the country now held by the Ameers of Sinde (which will continue to belong to the Ameers and their successors in perpetuity), on condition of the payment to him by the Ameers of such a sum as may be determined under the mediation of the British Government, 15,00,000 of rupees of such payment being made over by him to Maharajah Runjeet Sing. On these payments being completed, article 4th of the Treaty of 12th March 1833 will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharajah and the Ameers of Sinde shall be maintained as heretofore.

17. When Shah Shooja-ool-Moolk shall have succeeded in establishing his authority in Affghanistan, he shall not attack or molest his nephew, the ruler of Herat, in the possession of the territories now subject to his government.

18. Shah Shooja-ool-Moolk binds himself, his heirs and successors, to refrain from entering into negotiations with any foreign State without the knowledge and consent of the British and Sikh Governments, and to oppose any power having the design to invade the Sikh or British territories by force of arms to the utmost of his ability.

The three powers parties to this treaty, viz., the British Government, Maharajah Runjeet Sing, and Shah Shooja-ool-Moolk, cordially agree to the foregoing articles; there shall be no deviation from them, and in that case the present treaty shall be considered binding for ever; and this treaty shall come into operation from and after the date on which the seals and signatures of the three contracting parties shall have been affixed thereto.

Done at Lahore this 26th day of June in the year of our Lord 1838, corresponding with the 15th of the month of Asarh 1895, æra of Bikarmajit.

TREATY between the British Government and the State of Lahore, concluded at Lahore on 9th March 1846.

WHEREAS the treaty of amity and concord which was concluded between the British Government and the late Maharajah Runjeet Sing, the ruler of Lahore, in 1809, was broken by the unprovoked aggression on the British Provinces of the Sikh army in December last; and whereas on that occasion, by the proclamation dated the 13th of December, the territories then in the occupation of the Maharajah of Lahore on the left or British bank of the River Sutlej were confiscated and annexed to the British Provinces, and since that time hostile operations have been prosecuted by the two Governments, the one against the other, which have resulted in the occupation of Lahore by the British troops; and whereas it has been determined that upon certain conditions peace shall be re-established between the two Governments; the following treaty of peace between the Honourable English East India Company and Maharajah Dhuleep Sing Bahadoor and his children, heirs and successors, has been concluded, on the part of the Honourable Company, by Frederick Currie, Esquire, and Brevet-major Henry Montgomery Lawrence, by virtue of full powers to that effect vested in them by the Right honourable Sir Henry Hardinge, G.C.B., one of Her Britannic Majesty's most Honourable Privy Council, Governor-general appointed by the Honourable Company to direct and control all their affairs in the East Indies, and on the part of his Highness the Maharajah Dhuleep Sing, by Bahee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chutter Sing Attareewalla, Sirdar Runjore Sing Mujethea, Dewan Deena Nath, and Fakeer Noor-ood-deen, vested with full powers and authority on the part of his Highness.

Article 1.—There shall be perpetual peace and friendship between the British Government on the one part, and Maharajah Dhuleep Sing, his heirs and successors, on the other.

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Art. 2.—The Maharajah of Lahore renounces for himself, his heirs and successors, all claim to or connexion with the territories lying to the south of the River Sutlej, and engages never to have any concern with those territories or the inhabitants thereof.

Art. 3.—The Maharajah cedes to the Honourable Company in perpetual sovereignty all his forts, territories, and rights in the dooab, or country, hill and plain, situate between the Rivers Beas and Sutlej.

Art. 4.—The British Government having demanded from the Lahore State, as indemnification for the expenses of the war, in addition to the cession of territory described in Article 3, payment of one and a half crores of rupees, and the Lahore Government being unable to pay the whole of this sum at this time, or to give security, satisfactory to the British Government, for its eventual payment, the Maharajah cedes to the Honourable Company, in perpetual sovereignty, as equivalent for one crore of rupees, all his forts, territories, rights, and interests in the hill countries which are situate between the Rivers Beas and Indus, including the provinces of Cashmere and Hazarah.

Art. 5.—The Maharajah will pay to the British Government the sum of 50 lacs of rupees on or before the ratification of this treaty.

Art. 6.—The Maharajah engages to disband the mutinous troops of the Lahore army, taking from them their arms; and his Highness agrees to reorganise the regular or Aieen regiments of infantry, upon the system and according to the regulations as to pay and allowances observed in the time of the late Maharajah Runjeet Sing. The Maharajah further engages to pay up all arrears to the soldiers that are discharged under the provisions of this Article.

Art. 7.—The regular army of the Lahore State shall henceforth be limited to 25 battalions of infantry, consisting of 800 bayonets each, with 12,000 cavalry; this number at no time to be exceeded without the concurrence of the British Government. Should it be necessary at any time, for any special cause, that this force should be increased, the cause shall be fully explained to the British Government; and when the special necessity shall have passed, the regular troops shall be again reduced to the standard specified in the former clause of this Article.

Art. 8.—The Maharajah will surrender to the British Government all the guns, 36 in number, which have been pointed against the British troops, and which, having been placed on the right bank of the River Sutlej, were not captured at the battle of Sobraon.

Art. 9.—The control of the Rivers Beas and Sutlej, with the continuations of the latter river, commonly called the Garrah and the Punjnad, to the confluence of the Indus at Mithunkote, and the control of the Indus from Mithunkote to the borders of Beloochistan, shall, in respect to tolls and ferries, rest with the British Government. The provisions of this Article shall not interfere with the passage of boats belonging to the Lahore Government on the said rivers for the purposes of traffic, or the conveyance of passengers up and down their course. Regarding the ferries between the two countries respectively at the several ghats of the said rivers, it is agreed that the British Government, after defraying all the expenses of management and establishments, shall account to the Lahore Government for one-half of the net profits of the ferry collections. The provisions of this Article have no reference to the ferries on that part of the River Sutlej which forms the boundary of Bahawalpore and Lahore respectively.

Art. 10.—If the British Government should at any time desire to pass troops through the territories of his Highness the Maharajah, for the protection of the British territories or those of their allies, the British troops shall, on such special occasions, due notice being given, be allowed to pass through the Lahore territories. In such case the officers of the Lahore State will afford facilities in providing supplies and boats for the passage of rivers; and the British Government will pay the full price of all such provisions and boats, and will make fair compensation for all private property that may be endamaged. The British Government will, moreover, observe all due consideration to the religious feelings of the inhabitants of those tracts through which the army may pass.

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Art. 11.—The Maharajah engages never to take or retain in his service any British subject, nor the subject of any European or American State, without the consent of the British Government.

Art. 12.—In consideration of the services rendered by Rajah Golab Sing of Jummo to the Lahore State, towards procuring the restoration of the relations of amity between the Lahore and British Governments, the Maharajah hereby agrees to recognise the independent sovereignty of Rajah Golab Sing in such territories and districts in the hills as may be made over to the said Rajah Golab Sing by separate agreement between himself and the British Government, with the dependencies thereof which may have been in the Rajah's possession since the time of the late Maharajah Kurruk Sing; and the British Government, in consideration of the good conduct of Rajah Golab Sing, also agrees to recognise his independence in such territories, and to admit him to the privileges of a separate treaty with the British Government.

Art. 13.—In the event of any dispute or difference arising between the Lahore State and Rajah Golab Sing, the same shall be referred to the arbitration of the British Government, and by its decision the Maharajah engages to abide.

Art. 14.—The limits of the Lahore territories shall not be at any time changed without the concurrence of the British Government.

Art. 15.—The British Government will not exercise any interference in the internal administration of the Lahore State, but in all cases or questions which may be referred to the British Government, the Governor-general will give the aid of his advice and good offices for the furtherance of the interests of the Lahore Government.

Art. 16.—The subjects of either State shall, on visiting the territories of the other, be on the footing of the subjects of the most favoured nation.

This treaty, consisting of 16 articles, has been this day settled by Frederick Currie Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, acting under the directions of the Right honourable Sir Henry Hardinge, G. C. B., Governor-general, on the part of the British Government, and by Bhace Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chutter Sing Attareewalla, Sirdar Runjore Sing Mujetthea, Dewan Deena Nath, and Fakcer Noor-ood-deen, on the part of the Maharajah Dhuleep Sing; and the said treaty has been this day ratified by the seal of the Right honourable Sir Henry Hardinge, G. C. B., Governor-general, and by that of his Highness Maharajah Dhuleep Sing.

Done at Lahore, this 9th day of March in the year of our Lord 1846, corresponding with the 10th day of Rubbee-ool-awul, 1262 Hijree, and ratified on the same day.

|          |                                   |        |
|----------|-----------------------------------|--------|
| (signed) | Maharajah Dhuleep Sing.           | (L.S.) |
|          | Bhace Ram Sing.                   | (L.S.) |
|          | Rajah Lal Sing.                   | (L.S.) |
|          | Sirdar Tej Sing.                  | (L.S.) |
|          | Sirdar Chutter Sing Attareewalla. | (L.S.) |
|          | Sirdar Runjore Sing Mujetthea.    | (L.S.) |
|          | Dewan Deena Nath.                 | (L.S.) |
|          | Faqueer Noorooddean.              | (L.S.) |
|          | H. Hardinge.                      | (L.S.) |
|          | F. Currie.                        |        |
|          | H. M. Lawrence.                   |        |

ARTICLES of Agreement concluded between the British Government and the Lahore Durbar on the 11th of March 1846.

WHEREAS the Lahore Government has solicited the Governor-general to leave a British force at Lahore for the protection of the Maharaja's person and of the capital till the re-organization of the Lahore army, according to the provisions of Article 6 of the treaty of Lahore, dated the 9th instant; and whereas the Governor-general has, on certain conditions, consented to the measure; and whereas it is expedient that certain matters concerning the territories ceded by Articles 3 and 4

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of the aforesaid treaty should be specifically determined, the following **Eight** Articles of Agreement have this day been concluded between the afore-mentioned contracting parties:—

Article 1.—The British Government shall leave at Lahore till the close of the current year, A. D. 1846, such force as shall seem to the Governor-general adequate for the purpose of protecting the person of the Maharajah and the inhabitants of the city of Lahore during the re-organization of the Sikh army, in accordance with the provisions of Article 6, of the treaty of Lahore, that force to be withdrawn at any convenient time before the expiration of the year, if the object to be fulfilled shall in the opinion of the Durbar have been attained; but the force shall not be detained at Lahore beyond the expiration of the current year.

Art. 2.—The Lahore Government agrees that the force left at Lahore for the purpose specified in the foregoing Article shall be placed in full possession of the fort and the city of Lahore, and that the Lahore troops shall be removed from within the city. The Lahore Government engages to furnish convenient quarters for the officers and men of the said force, and to pay to the British Government all the extra expenses in regard to the said force which may be incurred by the British Government in consequence of their troops being employed away from their own cantonments and in a foreign territory.

Art. 3.—The Lahore Government engages to apply itself immediately and earnestly to the re-organization of its army according to the prescribed conditions, and to communicate fully with the British authorities left at Lahore as to the progress of such re-organization, and as to the location of the troops.

Art. 4.—If the Lahore Government fails in the performance of the conditions of the foregoing Article, the British Government shall be at liberty to withdraw the force from Lahore at any time before the expiration of the period specified in Article 1.

Art. 5.—The British Government agrees to respect the *bona fide* rights of those jagheerdars within the territories ceded by Articles 3 and 4 of the treaty of Lahore dated 9th instant, who were attached to the families of the late Maharajah Runjoet Sing, Kurruk Sing, and Shere Sing; and the British Government will maintain those jagheerdars in their *bona fide* possessions during their lives.

Art. 6.—The Lahore Government shall receive the assistance of the British local authorities in recovering the arrears of revenue justly due to the Lahore Government from their kardars and managers in the territories ceded by the provisions of Article 3 and 4 of the treaty of Lahore to the close of the khurreef harvest of the current year, viz. 1902 of the Sumbut Bikramajeet.

Art. 7.—The Lahore Government shall be at liberty to remove from the forts in the territories specified in the foregoing Article all treasure and State property, with the exception of guns. Should, however, the British Government desire to retain any part of the said property, they shall be at liberty to do so, paying for the same at a fair valuation; and the British Officers shall give their assistance to the Lahore Government in disposing on the spot of such part of the aforesaid property as the Lahore Government may not wish to remove, and the British officers may not desire to retain.

Art. 8.—Commissioners shall be immediately appointed by the two Governments to settle and lay down the boundary between the two states, as defined by Article 4 of the Treaty of Lahore, dated 9th March 1846.

|          |                                   |        |
|----------|-----------------------------------|--------|
| (signed) | Maharajah Dhuleep Sing.           | (L.S.) |
|          | Bhaee Ram Sing.                   | (L.S.) |
|          | Rajah Lal Sing.                   | (L.S.) |
|          | Sirdar Tej Sing.                  | (L.S.) |
|          | Sirdar Chutter Sing Attarcewalla. | (L.S.) |
|          | Sirdar Runjore Sing Mujeetha.     | (L.S.) |
|          | Dewan Deena Nath.                 | (L.S.) |
|          | Faqueer Noorooddeen.              | (L.S.) |
|          | H. Hardinge.                      | (L.S.) |
|          | F. Currie.                        |        |
|          | H. M. Lawrence.                   |        |

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TREATY between the British Government and Maharajah Golab Sing, concluded at Umritsur on 16th March 1846.

TREATY between the British Government on the one part, and Maharajah Golab Sing of Jummoo on the other, concluded on the part of the British Government by Frederick Currie, Esq., and Brevet-Major Henry Montgomery Lawrence, acting under the orders of the Right honourable Sir Henry Hardinge, G.C.B., one of Her Britannic Majesty's Most honourable Privy Council, Governor-general appointed by the Honourable Company to direct and control all their affairs in the East Indies, and by Maharajah Golab Sing in person.

Article 1.—The British Government transfers and makes over for ever in independent possession to Maharajah Golab Sing and the heirs male of his body, all the hilly or mountainous country with its dependencies situated to the eastward of the River Indus and westward of the River Ravee, including Chumba, and excluding Lahool, being part of the territory ceded to the British Government by the Lahore State, according to the provisions of Article 4 of the treaty of Lahore, dated 9th March 1846.

Art. 2.—The Eastern boundary of the tract transferred by the foregoing Article to Maharajah Golab Sing shall be laid down by Commissioners appointed by the British Government and Maharajah Golab Sing respectively for that purpose, and shall be defined in a separate engagement, after survey.

Art. 3.—In consideration of the transfer made to him and his heirs by the provisions of the foregoing articles, Maharajah Golab Sing will pay to the British Government the sum of 75 lacs of rupees (Nanuckshahee), 50 lacs to be paid on ratification of this treaty, and 25 lacs on or before the 1st October of the current year, A. D. 1846.

Art. 4.—The limits of the territories of Maharajah Golab Sing shall not be at any time changed without the concurrence of the British Government.

Art. 5.—Maharajah Golab Sing will refer to the arbitration of the British Government any disputes or questions that may arise between himself and the government of Lahore or any other neighbouring state, and will abide by the decision of the British Government.

Art. 6.—Maharajah Golab Sing engages for himself and heirs to join with the whole of his military force the British troops when employed within the hills, or in the territories adjoining his possessions.

Art. 7.—Maharajah Golab Sing engages never to take or retain in his service any British subject, nor the subject of any European or American State, without the consent of the British Government.

Art. 8.—Maharajah Golab Sing engages to respect, in regard to the territory transferred to him, the provisions of Articles 5, 6 and 7 of the separate engagement between the British Government and the Lahore Durbar, dated 11th March 1846.

Art. 9.—The British Government will give its aid to Maharajah Golab Sing in protecting his territories from external enemies.

Art. 10.—Maharajah Golab Sing acknowledges the supremacy of the British Government, and will, in token of such supremacy, present annually to the British Government, one horse, twelve perfect shawl goats of approved breed (six male and six female), and three pairs of Cashmere shawls.

This treaty, consisting of Ten Articles, has been this day settled by Frederick Currie, esq., and Brevet-major Henry Montgomery Lawrence, acting under the directions of the Right honourable Sir Henry Hardinge, G.C.B., Governor-general, on the part of the British Government, and by Maharajah Golab Sing in person; and the said treaty has been this day ratified by the seal of the Right honourable Sir Henry Hardinge, G.C.B., Governor-general.

Done at Umritsur, this 16th day of March in the year of our Lord 1846, corresponding with the 17th day of Rubbee-ool-awul 1262 Hijree.

Golab Sing (L.S.)

(signed) H. Hardinge (L.S.)  
F. Currie.  
H. M. Lawrence.

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ARTICLES of Agreement concluded between the British Government and the Lahore Durbar on the 16th December 1846.

WHEREAS the Lahore Durbar and the principal chiefs and sirdars of the State have in express terms communicated to the British Government their anxious desire that the Governor-general should give his aid and assistance to maintain the administration of the Lahore State during the minority of the Maharaja Duleep Sing, and have declared this measure to be indispensable for the maintenance of the government: And whereas the Governor-general has, under certain conditions, consented to give the aid and assistance solicited, the following articles of agreement, in modification of the articles of agreement executed at Lahore on the 11th March last, have been concluded on the part of the British Government by Frederick Currie, esq., Secretary to the Government of India, and Lieutenant-colonel Henry Montgomery Lawrence, c.b., agent to the Governor-general, North-western frontier, by virtue of full powers to that effect vested in them by the Right honourable Viscount Hardinge, c.c.b., Governor-general, and on the part of his Highness Maharajah Duleep Sing, by Sirdar Tej Sing, Sirdar Shere Sing, Dewan Deena Nath, Fakeer Nooroodeen, Rasee Kishen Chund, Sirdar Runjore Sing Mujeethia, Sirdar Utter Sing Kaleewalla, Bhace Nidhan Sing, Sirdar Khan Sing Mujeethia, Sirdar Shumshere Sing, Sirdar Lal Sing Monareeah, Sirdar Rhee Sing Sundhunwalla, Sirdar Urjun Sing Rungrungaleah, acting with the unanimous consent and concurrence of the chiefs and sirdars of the State assembled at Lahore:—

Article 1.—All and every part of the treaty of peace between the British Government and the State of Lahore, bearing date the 9th day of March 1846, except in so far as it may be temporarily modified in respect to clause 15 of the said treaty by this engagement, shall remain binding upon the two Governments.

Art. 2.—A British officer, with an efficient establishment of assistants, shall be appointed by the Governor-general to remain at Lahore, which officer shall have full authority to direct and control all matters in every part of the State.

Art. 3.—Every attention shall be paid in conducting the administration to the feelings of the people, to preserving the national institutions and customs, and to maintaining the just rights of all classes.

Art. 4.—Changes in the mode and details of administration shall not be made except when found necessary for effecting the objects set forth in the foregoing clause, and for securing the just dues of the Lahore Government. These details shall be conducted by native officers, as at present, who shall be appointed and superintended by a council of regency, composed of leading chiefs and sirdars, acting under the control and guidance of the British Resident.

Art. 5.—The following persons shall in the first instance constitute the council of regency; viz., Sirdar Tej Sing, Sirdar Shere Sing Attareewalla, Dewan Deena Nath, Fakeer Nooroodeen, Sirdar Runjore Sing Mujeethia, Bhace Nidhan Sing, Sirdar Utter Sing Kaleewalla, Sirdar Shumshere Sing Sundhunwalla; and no change shall be made in the persons thus nominated without the consent of the British Resident, acting under the orders of the Governor-general.

Art. 6.—The administration of the country shall be conducted by this council of regency in such manner as may be determined on by themselves in consultation with the British Resident, who shall have full authority to direct and control the duties of every department.

Art. 7.—A British force, of such strength and numbers and in such positions as the Governor-general may think fit, shall remain at Lahore for the protection of the Maharaja and the preservation of the peace of the country.

Art. 8.—The Governor-general shall be at liberty to occupy with British soldiers any fort or military post in the Lahore territories, the occupation of which may be deemed necessary by the British Government for the security of the capital, or for maintaining the peace of the country.

Art. 9.—The Lahore State shall pay to the British Government 22 lacs of new Nanuck Shace rupees, of full tale and weight per annum, for the maintenance of this force, and to meet the expenses incurred by the British Government, such sum

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sum to be paid in two instalments, or 13 lacs, and 20,000 in May or June, and eight lacs and 80,000 in November or December of each year.

Art. 10.—Inasmuch as it is fitting that her Highness the Maha Ranee, the mother of Maharaja Duleep Sing, should have a proper provision made for the maintenance of herself and dependants, the sum of one lac and 50,000 rupees shall be set apart annually for that purpose, and shall be at her Highness's disposal.

Art. 11.—The provisions of this engagement shall have effect during the minority of his Highness Maharaja Dhuleep Sing, and shall cease and terminate on his Highness's attaining the full age of 16 years, or on the 4th September of the year 1854, but it shall be competent to the Governor-general to cause the arrangement to cease at any period prior to the coming of age of his Highness at which the Governor-general and the Lahore Durbar may be satisfied that the interposition of the British Government is no longer necessary for maintaining the government of his Highness the Maharaja.

This agreement, consisting of eleven articles, was settled and executed at Lahore by the officers and chief Sirdars above named, on the 16th day of December 1846.

|          |                           |                            |
|----------|---------------------------|----------------------------|
| (signed) | <i>Tej Sing.</i>          | <i>Sirdar Kan Sing.</i>    |
|          | <i>Shere Sing.</i>        | <i>Shumshere Sing.</i>     |
|          | <i>Dewan Deena Nath.</i>  | <i>Lal Sing Monareeah.</i> |
|          | <i>Fakeer Nooroodeen.</i> | <i>Rhee Sing.</i>          |
|          | <i>Rae Kisher Chund.</i>  | <i>Urjun Sing.</i>         |
|          | <i>Runjore Sing.</i>      |                            |
|          | <i>Utter Sing.</i>        | <i>F. Currie.</i>          |
|          | <i>Bhace Nidhan Sing.</i> | <i>H. M. Lawrence.</i>     |

TERMS granted to the Maharajah Duleep Sing Bahadoor, on the part of the Honourable East India Company, by Henry Meers Elliott, Esq., Foreign Secretary to the Government of India, and Lieutenant Colonel Sir Henry Montgomery Lawrence, K. C. B., Resident, in virtue of full powers vested in them by the Right Honourable James Earl Dalhousie Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honourable Privy Council, Governor-general appointed by the Honourable East India Company to direct and control all their Affairs in the East Indies, and accepted on the part of His Highness the Maharajah by Raja Tej Sing, Raja Deena Nath, Bhace Nidhan Sing, Fakeer Nooroodeen Gundur Sing, agent of Sirdar Shere Sing, Sindulwala, and Sirdar Lal Sing, Agent and Son of Utter Sing, Kaleewalla, Members of the Council of Regency invested with full powers and authority on the part of His Highness.

1. His Highness the Maharajah Duleep Sing shall resign for himself, his heirs and successors, all right, title, and claim to the sovereignty of the Punjab or to any sovereign power whatever.

2. All the property of the State, of whatever description and wheresoever found, shall be confiscated to the Honourable East India Company, in part payment of the debt due by the State of Lahore to the British Government, and of the expenses of the war.

3. The gem called the Koh-i-Noor, which was taken from Shah Sheoja-ool-Moolk by Maharajah Runjeet Sing, shall be surrendered by the Maharajah of Lahore to the Queen of England.

4. His Highness Duleep Sing shall receive from the Honourable East India Company, for the support of himself, his relatives, and the servants of the State, a pension not less than four and not exceeding five lacs of Company's rupees per annum.

5. His Highness shall be treated with respect and honour. He shall retain the title of Maharajah Duleep Sing Bahadoor, and he shall continue to receive during his life such portion of the above-named pension as may be allotted to himself personally,

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personally, provided he shall remain obedient to the British Government, and reside at such places as the Governor-general of India may select.

Granted and accepted at Lahore on the 29th of March 1849, and ratified by the Right Honourable the Governor-general on the 5th of April 1849.

|          |                        |                                        |
|----------|------------------------|----------------------------------------|
| (signed) | <i>Dalhousie.</i>      | <i>Maharajah Dulceep Sing.</i>         |
|          | <i>H. M. Elliott.</i>  | <i>Raja Tej Sing.</i>                  |
|          | <i>H. M. Lawrence.</i> | <i>Raja Deena Nath.</i>                |
|          |                        | <i>Fakeer Nooroodeen.</i>              |
|          |                        | <i>Bhaee Nidhun Sing.</i>              |
|          |                        | <i>Gundur Sing,</i>                    |
|          |                        | Agent to Sirdar Shere Sing Sindunwala. |
|          |                        | <i>Sirdar Lall Sing,</i>               |
|          |                        | Agent and Son of Sirdar Uttur Sing     |
|          |                        | Kaleewala.                             |

## MUSCAT.

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TREATY of Commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness Sultan Synd Sneed Bin Sultan, Imaum of Muscat, dated the 31st May 1839.

PREAMBLE.—Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness the Sultan of Muscat and its dependencies, being desirous to confirm and strengthen the good understanding which now subsists between them, and to promote, by means of a convention, the commercial intercourse between their respective subjects, and his Highness the Sultan of Muscat being, moreover, desirous to record in a more formal manner the engagements entered into by his Highness on the 10th September 1822 for the perpetual abolition of the slave trade between the dominions of his Highness and all Christian nations, they have accordingly appointed as their plenipotentiaries, that is to say, Robert Cogan, esq., a captain in the naval service of the East India Company, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, &c. &c., and Husun Bin Ibrahim and Ali Bin Nasir, on behalf of his Highness the Sultan of Muscat, &c. &c., who, having communicated their full powers, found to be in due and proper form, have agreed upon and concluded the following Articles:—

Article 1.—The subjects of his Highness the Sultan of Muscat shall be at liberty to enter, reside in, trade with, and pass with their merchandise through all parts of Her Britannic Majesty's dominions in Europe and in Asia, and shall enjoy in those dominions all the privileges and advantages with respect to commerce or otherwise which are or may be accorded therein to the subjects or citizens of the most favoured nations; and the subjects of Her Britannic Majesty shall, in like manner, have full liberty to enter, reside in, trade with, and pass with their merchandise through all parts of the dominions of his Highness the Sultan of Muscat, and shall in those dominions enjoy all the privileges and advantages with respect to commerce or otherwise which are or may be accorded therein to the subjects or citizens of the most favoured nations.

Art. 2.—British subjects shall be at liberty to purchase, sell, or hire land or houses in the dominions of his Highness the Sultan of Muscat. The houses, warehouses, or other premises of British subjects, or of persons actually in the service of British subjects, in the dominions of his Highness the Sultan of Muscat, shall not be forcibly entered, nor on any pretext searched, without the consent of the occupier, unless with the cognizance of the British consul or resident agent; but such consul or resident agent, on just cause being adduced by the authorities of his Highness the Sultan of Muscat, shall send a competent person, who, in concert with the officers of his Highness the Sultan of Muscat, shall conduct the

search.

search, and shall prevent the use of unnecessary violence, or of improper resistance.

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Art. 3.—The two high contracting parties acknowledge reciprocally to each other the right of appointing consuls to reside in each other's dominions, wherever the interests of commerce may require the presence of such officers; and such consuls shall at all times be placed in the country in which they reside on the footing of the consuls of the most favoured nations. Each of the high contracting parties further agrees to permit his own subjects to be appointed to consular offices by the other contracting party; provided always, that the persons so appointed shall not begin to act without the previous approbation of the sovereign whose subjects they may be.

The public functionaries of either government residing in the dominions of the other shall enjoy the same privileges, immunities, and exemptions which are enjoyed within the same dominions by similar public functionaries of other countries.

Art. 4.—Subjects of the dominions of his Highness the Sultan of Muscat, actually in the service of British subjects in those dominions, shall enjoy the same protection which is granted to British subjects themselves; but if such subjects of the dominions of his Highness the Sultan of Muscat shall be convicted of any crime or infraction of the law requiring punishment, they shall be discharged by the British subject in whose service they may be, and shall be delivered over to the authorities of his Highness the Sultan of Muscat.

Art. 5.—The authorities of his Highness the Sultan of Muscat shall not interfere in disputes between British subjects, or between British subjects and the subjects or citizens of other Christian nations. When differences arise between a subject of the dominions of his Highness the Sultan of Muscat and a British subject, if the former is the complainant the cause shall be heard by the British Consul or Resident Agent, who shall administer justice thereupon; but if the British subject is the complainant against any of the subjects of his Highness the Sultan of Muscat, or the subjects of any other Mahomedan power, then the cause shall be decided by the highest authority of his Highness the Sultan of Muscat, or by any person nominated by him; but in such case the cause shall not be proceeded in, except in the presence of the British Consul or Resident Agent, or of some person deputed by one or other of them, who shall attend at the Court-house where such matter shall be tried. In causes between a British subject and a native of the dominions of his Highness the Sultan of Muscat, whether tried before the British Consul or Resident Agent, or before the above-mentioned authority of his Highness the Sultan of Muscat, the evidence of a man proved to have given false testimony on a former occasion shall not be received.

Art. 6.—The property of a British subject who may die in the dominions of his Highness the Sultan of Muscat, or of a subject of his Highness the Sultan of Muscat who may die in the British dominions, shall be delivered over to the heirs or executors or administrators of the deceased, or to the respective Consuls or Resident Agents of the contracting parties, in default of such heirs or executors or administrators.

Art. 7.—If a British subject shall become bankrupt in the dominions of his Highness the Sultan of Muscat, the British Consul or Resident Agent shall take possession of all the property of such bankrupt, and shall give it up to his creditors, to be divided among them. This having been done, the bankrupt shall be entitled to a full discharge from his creditors, and he shall not at any time afterwards be required to make up his deficiency, nor shall any property he may afterwards acquire be considered liable for that purpose; but the British Consul or Resident Agent shall use his endeavours to obtain, for the benefit of the creditors, any property of the bankrupt in another country, and to ascertain that everything possessed by the bankrupt at the time when he became insolvent has been given up without reserve.

Art. 8.—If a subject of his Highness the Sultan of Muscat should resist or evade payment of his just debts to a British subject, the authorities of his Highness shall afford to the British subject every aid and facility in recovering the amount due; and in like manner the British Consul or Resident Agent shall afford every

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every aid and facility to subjects of his Highness the Sultan of Muscat in recovering debts justly due to them from a British subject.

Art. 9.—No duty exceeding five per cent. shall be levied at the place of entry in the dominions of his Highness the Sultan of Muscat on any goods the growth, produce, or manufacture of the dominions of Her Britannic Majesty, imported by British vessels, and this duty shall be deemed to be a full payment of all import and export and tonnage duties, of license to trade, of pilotage and anchorage, and of any other charge by Government whatever upon the vessels, or upon the goods so imported or exported; nor shall any charge be made on that part of the cargo which may remain on board unsold, and no additional or higher duty shall be levied on these goods when afterwards transported from one place to another in the dominions of his Highness; but the above-mentioned duty having once been paid, the goods may be sold by wholesale or retail without any further duty. No charge whatever shall be made on British vessels which may enter any of the ports of his Highness for the purpose of refitting or for refreshments, or to inquire about the state of the market.

Art. 10.—No article whatever shall be prohibited from being imported into or exported from the territories of his Highness the Sultan of Muscat; but the trade between the dominions of Her Britannic Majesty and those of his Highness the Sultan of Muscat shall be perfectly free, subject to the above-mentioned duty upon goods imported, and to no other; and his Highness the Sultan of Muscat hereby engages not to permit the establishment of any monopoly or exclusive privilege of sale within his dominions, except in the articles of ivory and gum copal on that part of the East Coast of Africa from the Port of Tangate, situated in about five and a half degrees of south latitude, to the Port of Quilon, lying in about seven degrees south of the Equator, both ports inclusive; but in all other ports and places in his Highness's dominions there shall be no monopoly whatever, but the subjects of Her Britannic Majesty shall be at liberty to buy and sell with perfect freedom from whomsoever and to whomsoever they choose, subject to no other duty by Government than that before mentioned.

Art. 11.—If any dispute should arise in the dominions of his Highness the Sultan of Muscat as to the value of goods which shall be imported by British merchants, and on which the duty of five per cent. is to be levied, the Custom-master or other authorised officer acting on the part of the Government of his Highness the Sultan of Muscat shall be entitled to demand one-twentieth part of the goods in lieu of the payment of five per cent., and the merchant shall be bound to surrender the twentieth part so demanded, whenever, from the nature of the articles, it may be practicable to do so; but the merchant having done so shall be subject to no further demand on account of customs on the other nineteen-twentieths of those goods in any part of the dominions of his Highness the Sultan of Muscat to which he may transport them; but if the Custom-master should object to levy the duty in the manner aforesaid by taking one-twentieth part of the goods, or if the goods should not admit of being so divided, then the point in dispute shall be referred to two competent persons, one chosen by the Custom-master and the other by the importer, and a valuation of the goods shall be made, and if the referees shall differ in opinion they shall appoint an arbitrator, whose decision shall be final, and the duty shall be levied according to the value thus established.

Art. 12.—It shall not be lawful for any British merchant to expose his goods for sale for the space of three days after the arrival of such goods, unless, before the expiration of such three days, the importer and Custom-master shall have agreed as to the value of such goods. If the Custom-master shall not within three days have accepted one of the two modes proposed for ascertaining the value of the goods, the authorities of his Highness the Sultan of Muscat, on application being made to them to that effect, shall compel the Custom-master to choose one of the two modes by which the amount of the customs to be levied is to be determined.

Art. 13.—If it shall happen that either the Queen of England or his Highness the Sultan of Muscat should be at war with another country, the subjects of Her Britannic Majesty and the subjects of his Highness the Sultan of Muscat shall nevertheless be allowed to pass to such country, through the dominions of either Power,

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Power, with merchandise of every description, except warlike stores; but they shall not be allowed to enter any port or place actually blockaded or besieged.

Art. 14.—Should a vessel under the British flag enter a port in the dominions of his Highness the Sultan of Muscat in distress, the local authorities at such port shall afford all necessary aid to enable the vessel to refit and to prosecute her voyage; and if any such vessel should be wrecked on the coast of the dominions of his Highness the Sultan of Muscat, the authorities of his Highness shall give all the assistance in their power to recover and to deliver over to the owners all the property that can be saved from such vessel. The same assistance and protection shall be afforded to vessels of the dominions of his Highness the Sultan of Muscat, and property saved therefrom under similar circumstances, in the ports and on the coasts of the British dominions.

Art. 15.—His Highness the Sultan of Muscat hereby renews and confirms the engagements entered into by his Highness with Great Britain on the 10th September 1822, for the entire suppression of the slave trade between his dominions and all Christian countries; and his Highness further engages that the ships and vessels of war belonging to the East India Company shall be allowed to give full force and effect to the stipulations of the said treaty, agreeably with the conditions prescribed therein, and in the same manner as the ships and vessels of Her Britannic Majesty.

Art. 16.—It is further acknowledged and declared by the high contracting parties, that nothing in this convention is in any way intended to interfere with or rescind any of the rights or privileges now enjoyed by the subjects of his Highness the Sultan of Muscat in respect to commerce and navigation within the limits of the East India Company's Charter.

Art. 17.—The present convention shall be ratified, and the ratifications thereof shall be exchanged at Muscat or Zanzibar as soon as possible, and in any case within the space of 15 months from the date hereof.

Done on the island and at the town of Zanzibar, this 31st day of May in the year of Christ 1831 (corresponding with the 17th of the month Roobee-ool-awul of the Hijree 1255).

(signed) R. Cogan.

(Seal of Captain  
Cogan.)

(Seal of His Highness  
the Imaum of Muscat.)

(signed) Husun Bin Ibrahim.

(signed) Ali Bin Nasir.

On the 17th December 1839, His Royal Highness the Imaum of Muscat consented to the three following Articles being added to the Treaty for the suppression of the Slave Trade, concluded by His Highness with Captain Moresby in September 1822.

I agree that the following Articles be added to the above Treaty concluded by Captain Moresby on the aforesaid date:

1. That the Government cruizers whenever they may meet vessels belonging to my subjects beyond a direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Socotra, and ending at Pussem, and shall suspect that such vessel is engaged in the slave trade, the said cruizers are permitted to detain and search it.

2. Should it on examination be found that any vessel belonging to my subjects is carrying slaves, whether men, women or children, for sale, beyond the aforesaid line, then the government cruizers shall seize and confiscate such vessel and her cargo. But if the said vessel shall pass beyond the aforesaid line, owing to stress of weather or other case of necessity not under control, then she shall not be seized.

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3. As the selling of males and females, whether grown up or young, who are "hoor" or free, is contrary to the Mahomedan religion; and whereas the Soomalers are included in the "hoor" or free, I do hereby agree that the sale of males and females, whether young or old, of the Soomaler Tribe, shall be considered as piracy, and that four months from this date, all those of my people convicted of being concerned in such an act shall be punished as pirates.

Dated 10th Shuval 1255 A.H. (corresponding with the 17th December 1839, A.D.)

(Seal of His Highness the Imaum of Muscat.)

(True Translation.)

(signed) S. Hennell,  
Resident, Persian Gulf.

TRANSLATION of a Note from His Highness the Imaum of Muscat to Captain Hennell, dated 22d July 1840.

A. C.

I HAVE the honour to intimate to you that I have now appointed my friend, Synd Mahommed Ibin Synd Shuruf, my wakcel, to wait upon you for the purpose of exchanging the ratifications of the treaty. He is my plenipotentiary in this affair.

(signed) Synd Sneed.

(Seal of His Highness the Imaum of Muscat.)

(True Translation.)

(signed) S. Hennell,  
Resident, Persian Gulf.

DECLARATION made on the part of Her Britannic Majesty on the Exchange of the Ratification of the preceding Convention.

THE undersigned Samuel Hennell, Esquire, a Captain in the military service of the East India Company, and Resident in the Persian Gulf, appointed on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland to exchange Her Majesty's ratification of the Treaty of Commerce concluded at Zanzibar on the 31st May 1839, by Robert Cogan, Esquire, a Captain in the naval service of the East India Company, on the part of Her said Majesty, and by Husun Bin Ibrahim and Mahabut Ali Bin Nasir on the part of his Highness the Sultan of Muscat, against the ratification of the same Treaty by his Highness the Sultan of Muscat, is commanded by the Queen, in order to avoid any possible misunderstanding as to the meaning of the words contained in the 9th Article of the said Treaty "any other charge by Government whatever," to declare to Synd Mahomed Ibin Synd Shuruf, appointed by His Highness the Sultan of Muscat to exchange His Highness's Ratification, that the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the Government or by any local authority of the Government."

Muscat, this 22d day of July 1840.

(signed) S. Hennell.

(Seal of Captain Hennell.)

(signed) Synd Mahomed Ibin Synd Shuruf.

(Seal of Synd Mahomed Ibin Synd Shuruf.)

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THE following Counter Declaration was at the same time made on the part of His Highness the Imaum of Muscat by his appointed Agent, Synd Mahomed Ibin Synd Shuruf.

THE undersigned Synd Mahomed Ibin Synd Shuruf, appointed by his Highness the Sultan of Muscat to exchange his Highness's ratifications of the Treaty of Commerce concluded at Zanzibar on the 31st of May 1839 by Robert Cogan, Esq., a Captain of the naval service of the East India Company, on the part of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and by Husun Bin Ibrahim and Mahabut Ali Bin Nasir on the part of his Highness the Sultan of Muscat, against the ratification of the same Treaty by Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, having received from Samuel Hennell, Esq., a Captain in the military service of the East India Company, and Resident in the Persian Gulf, appointed to act in this matter on behalf of Her said Majesty, a declaration stating that, in order to avoid any possible misunderstanding as to the meaning of the words "any other charge by Government whatever," contained in the 9th Article of the said Treaty, the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the Government or by any local authority of the Government," the undersigned Synd Mahomed Ibin Synd Shuruf, being duly authorised by his Highness the Sultan of Muscat, hereby accepts and adopts the said declaration, in the name and on the behalf of his Highness the Sultan of Muscat.

Muscat, this 22d day of July 1840.

(signed) Synd Mahomed Ibin Synd Shuruf.

(Seal of Synd Mahomed Ibin Synd Shuruf.)

THE undersigned having met together for the purpose of exchanging the ratifications of a treaty of commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and his Highness the Sultan of Muscat, concluded and signed at Zanzibar on the 31st day of May 1839, and the respective ratifications of the said instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present certificate of exchanges, and have affixed thereto their respective seals.

Done at Muscat the 22d day of July 1840.

(signed) Synd Mahomed Ibin Synd Shuruf.

(Seal of Synd Mahomed Ibin Synd Shuruf.)

(signed) S. Hennell.

(Seal of Captain Hennell.)

TRANSLATION of the Ratification of His Highness the Imaum of Muscat to the foregoing Treaty of Commerce.

WE, having duly considered the treaty above drawn out, have approved, accepted, and confirmed the several articles and clauses therein set forth, and by this document do hereby approve, accept, and confirm the same for ourselves, our heirs and successors: accordingly we do by our word promise and engage sincerely and faithfully to perform all and every thing set forth and contained in the aforesaid treaty; and further, that to the utmost of our power we will allow no one to violate or infringe this engagement in any way whatsoever. In witness whereof we have directed our seal to be affixed to this document, which we have signed with

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with our hand in this our Port of Muscat this 22d day of Jumadee-ool-awul A.H. 1256 (according to 22d July 1840 of the Christian era).

(signed) *Synd Sneed.*

(Seal of his Highness the Imaum of Muscat.)

(True Translation.)

(signed) S. Hennell,  
Resident in the Persian Gulf.

FURTHER AGREEMENT concluded at Zanzibar with His Highness the Imaum of Muscat on the 2d October 1845, by Captain *Atkins Hamerton* of the 15th Regiment, Bombay N. I., on behalf of Her Britannic Majesty, for the Suppression, from and after the 1st January 1847, of the Exportation of Slaves from His Highness's African Dominions.

AGREEMENT between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and his Highness *Synd Sneed Bin Sultan*, the Sultan of Muscat, for the termination of the export of slaves from the African dominions of his Highness the Sultan of Muscat.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland being earnestly desirous that the export of slaves from the African dominions of his Highness the Sultan of Muscat should cease, and his Highness the Sultan of Muscat, in deference to the wishes of Her Majesty and of the British nation, and in furtherance of the dictates of humanity which have heretofore induced him to enter into engagements with Great Britain to restrict the export of slaves from his dominions, being willing to put an end to that trade, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and his Highness the Sultan of Muscat having resolved to record with due form and solemnity this further restriction of the export of slaves, and Her Majesty having given due authority to Captain *Hamerton*, Her representative at the Court of the Sultan of Muscat, to conclude an agreement with his Highness accordingly, his Highness *Synd Sneed Bin Sultan* for himself, his heirs and successors, and Captain *Hamerton*, on behalf of the Queen of the United Kingdom of Great Britain and Ireland, Her heirs and successors, have agreed upon and concluded the following Articles:

Article 1.—His Highness the Sultan of Muscat hereby engages to prohibit, under the severest penalties, the export of slaves from his African dominions, and to issue orders to his officers to prevent and suppress such trade.

Art. 2.—His Highness the Sultan of Muscat further engages to prohibit, under the severest penalties, the importation of slaves from any part of Africa into his possessions in Asia, and to use his utmost influence with all the chiefs of Arabia, the Red Sea and the Persian Gulf, in like manner to prevent the introduction of slaves from Africa into their respective territories.

Art. 3.—His Highness the Sultan of Muscat grants to the ships of Her Majesty's navy, as well as to those of the East India Company, permission to seize and confiscate any vessels the property of his Highness, or of his subjects, carrying on slave trade, excepting only such as are engaged in the transport of slaves from one port to another of his own dominions in Africa between the Port of Lamoo to the north and its dependencies, the northern limit of which is the north point of Kaghoo Island, 1° 57' (one degree and fifty-seven minutes) south latitude, and the Port of Keelwa to the south, and its dependencies, the southern limit of which is the Songa Munara or Pagoda Point, 9° 2' (nine degrees and two minutes) south latitude, including the Island of Zanzibar, Pemba, and Monfea.

Art. 4.—This agreement to commence and have effect from the 1st day of January 1847 (one thousand eight hundred and forty-seven) of the year of Christ, and

and the 15th day of the month of Mohurram 1263 (twelve hundred and sixty-three) of the Hijree.

Done at Zanzibar, this 2d (second) day of October 1845 (one thousand eight hundred and forty-five) of the year of Christ, and 29th day of Rumgan 1261 (twelve hundred and sixty-one) of the Hijree.

(signed) *Synd Sneed,*

(Seal of his Highness the Imaum of Muscat.)

On behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Her heirs and successors.

(signed) *Atkins Hamerton, Captain.*

(Seal of Captain Hamerton.)

Memorandum.—On the 5th September 1848 an Act was passed by the Parliament of Great Britain for giving effect to the provisions of the above treaty. *Vide Act, "Cap. CXXVIII. Anno Undecimo et Duodecimo Victoriae Reginae."*

RULES established by His Highness the Imaum of Muscat in April 1846 in regard to the Duties to be hereafter charged on the Cargoes of Vessels putting into His Highness's Ports.

In a letter dated the 13th April 1846, Captain *Atkins Hamerton*, Her Majesty's Consul and Honourable Company's Agent in the dominions of his Highness the Imaum of Muscat, reported that his Highness the Imaum of Muscat had ordered the following rules to be henceforth observed in regard to the landing or transhipment of the cargoes of vessels putting into Muscat or into any of his Highness's other ports:—

1. That the full duty of five per cent. shall be levied on all articles transhipped from one vessel into another in all the ports and harbours belonging to his Highness the Imaum.

2. That a vessel of any nation being obliged to put into any of his Highness's ports through stress of weather, or for the purpose of refit, shall not be required to pay duty on any part of her cargo which may be landed and stored during the repair of the vessel, provided it be re-embarked in her.

3. That no duty shall, under any circumstances whatever, be levied on stores the property of the British Government when landed at any of his Highness's ports.

## NEPAUL.

NEPAUL.

TREATY between the Honourable East India Company and his Highness Maharajah *Dheraj Soorinder Vickram Sah Bahadoor Shumshere Jung Rajah* of Nepal, settled and concluded on the one part by Major *George Ramsay*, Resident at the Court of his Highness, by virtue of full powers to that effect vested in him by the Most Noble *James Andrew Marquis of Dalhousie*, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honourable Privy Council, and Governor-general appointed by the Honourable Company to direct and control all their affairs in the East Indies; and, on the other part, by General *Jung Bahadoor Koonwar Ranajee*, Prime Minister of Nepal, in the name and on behalf of Maharajah *Dheeraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Rajah* of Nepal, in virtue of the powers to that effect vested in him by the said Rajah of Nepal.

Article 1.—The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

Art. 2.—Neither Government shall be bound, in any case, to surrender any person not being a subject of the Government making the requisition.

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Art. 3.

NEPAUL.

Art. 3.—Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Article 4.

Art. 4.—Subject to the above limitations, any person who shall be charged with having committed, within the territories of the Government making the requisition, any of the undermentioned offences, and who shall be found within the territories of the other, shall be surrendered: the offences are, murder, attempt to murder, rape, maiming, thuggee, dacoity, highway robbery, poisoning, burglary, and arson.

Art. 5.—In no case shall either Government be bound to surrender any person accused of an offence, except upon requisition duly made by or by the authority of the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge, if the offence had been there committed.

Art. 6.—If any person attached to the British Residency, or living within the Residency boundaries, not being a subject of the Nepalese Government, commit, in any part of the Nepalese territories beyond the Residency boundaries, an offence which would render him liable to punishment by the Nepalese courts, he shall be apprehended and made over to the British Resident for trial and punishment; but subjects of the Nepal State, under similar circumstances, are not to be given up by the Nepalese Government for punishment. Should any Hindoostanee merchants, or other subjects of the Honourable Company, not attached to the British Residency, who may be living within the Nepal territories, commit any crimes beyond the Residency boundaries, whereby they may render themselves liable to punishment by the Nepalese courts, and take refuge within the limits of the Residency, they shall not be allowed an asylum, but will be given up to the Nepal Government for trial and punishment.

Art. 7.—The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

Art. 8.—The above treaty shall continue in force until either one or the other of the high contracting parties shall give notice to the other of its wish to terminate it, and no longer.

Art. 9.—Nothing herein contained shall be deemed to affect any treaty now existing between the high contracting parties, except so far as any such treaty may be repugnant thereto.

This treaty, consisting of nine Articles, being this day concluded and settled by Major George Ramsay, on behalf of the Honourable East India Company, with Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Major Ramsay has delivered one version thereof in English, Perbutteeah and Oordoo, signed and sealed by himself, to the Maharajah, who, on his part, has also delivered one copy of the same to Major Ramsay, duly executed by his Highness; and Major Ramsay hereby engages to deliver a copy of the same to his Highness the Maharajah, duly ratified by the Governor-general in Council, within 60 days from this date.

Signed, sealed, and exchanged at Khatmandoo Nepal, this 10th day of February, A. D. 1855, corresponding to the 8th day of Falgoon, Sumvut 1911.

(signed) *G. Ramsay*, Major, (L.S.),  
Resident at the Court of Nepal.

(signed) *J. Dorin*. (L.S.)  
*J. P. Grant*. (L.S.)  
*B. Peacock*. (L.S.)

Ratified by the Honourable the President of the Council of India in Council, at Fort William, in Bengal, this 23d day of February 1855.

(signed) *Cecil Beadon*,  
Secretary to the Government of India.

## NIZAM.

NIZAM.

TREATY between the Honourable the English East India Company and His Highness the Nawab Nizam-ul-Mulk Asoph Jah Bahadur, settled by Colonel *J. Low*, C.B., Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by the Most Noble *James Andrew Marquis of Dalhousie*, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honourable Privy Council and Governor-General, appointed by the Honourable Company to direct and control all their Affairs in the East Indies.

WHEREAS friendship and union have subsisted for a length of time between the Honourable East India Company and his Highness the Nawab Nizam-ul-Mulk Asoph Jah Bahadur, and have been cemented and strengthened by treaties of general defence and protection: and whereas, in the lapse of time, many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said treaties: and whereas differences and discussions have for some time existed between the contracting parties, regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States: and whereas it is fit and proper, and for the mutual advantage of both Powers, that such differences should now be finally settled, and that the recurrence of such discussions which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented; wherefore, the Honourable East India Company and his Highness the Nawab Nizam-ul-Mulk Asoph Jah Bahadur have agreed upon the following Articles of a Treaty between the States:

Article 1.—The peace, union, and friendship so long subsisting between the Honourable East India Company and his Highness the Nawab Nizam-ul-Mulk Asoph Jah Bahadur, shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

Art. 2.—The subsidiary force which for general defence and protection has been furnished by the Honourable East India Company to his Highness the Nizam, shall be continued, and shall consist, as heretofore, of not less than eight battalions of sepoy, and two regiments of cavalry, with their requisite complement of guns and European artillerymen, fully equipped with warlike stores and ammunition. Unless with the express consent of his Highness, there shall never be less than five regiments of infantry and one of cavalry (with a due proportion of artillery), of the said subsidiary force, stationed within the territories of his Highness; and the residue of such subsidiary force shall at all times be brought into his Highness's territories without delay, on his Highness making requisition therefor. The said subsidiary force shall be employed, when required, to execute services of importance, such as protecting the person of his Highness, his heirs and successors, and reducing to obedience all rebels and excitors of disturbance in his Highness's dominions; but it is not to be employed on trifling occasions; or, like sebandy, to be stationed in the country to collect revenue.

Art. 3.—The Honourable East India Company further agrees, that in lieu of his Highness's present contingent, it shall maintain for his Highness, his heirs and successors, an auxiliary force, which shall be styled the "Hyderabad Contingent," according to the provisions for the maintenance of that force which are detailed in the 6th Article of this treaty.

It shall consist of not less than 5,000 infantry and 2,000 cavalry, with four field batteries of artillery. It shall be commanded by British officers, fully equipped and disciplined, and controlled by the British Government through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to his Highness the Nizam, fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of his Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

M. Art. 4.—As the interests of the two States have long been identified, it further mutually agreed, that if disturbances shall break out in districts belonging to the Honourable the East India Company, his Highness the Nizam shall permit such portions of the subsidiary force as may be requisite to be employed in quelling the same within the said districts. In like manner, if disturbances shall break out in any part of his Highness's dominions contiguous to the territories of the Honourable East India Company, to which it might be inconvenient, owing to the distance from Hyderabad, to detach any portion of the subsidiary force, the British Government, if required by his Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within his Highness's dominions.

Art. 5.—In the event of war, his Highness the Nizam engages that the subsidiary force, joined by the Hyderabad Contingent, shall be employed in such manner as the British Government may consider best calculated for the purpose of opposing the enemy; provided that two battalions of sepoys shall always remain, as settled by former treaties, near to the capital of Hyderabad; and it is also hereby agreed that, excepting the said subsidiary and contingent forces, his Highness shall not, under any circumstances, be called upon to furnish any other troops whatsoever.

Art. 6.—For the purpose of providing the regular monthly payment of the said contingent troops, and payment of Appah Dessaye's choute, and the allowances to Mohiput Ram's family, and to certain Mahratta pensioners, as guaranteed in the 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent. per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about 50 lacs of Hyderabad rupees, the Nizam hereby agrees to assign the districts mentioned in the accompanying Schedule, marked (A), yielding an annual gross revenue of about 50 lacs of rupees, to the exclusive management of the British Resident for the time being at Hyderabad, and to such other officers acting under his orders as may from time to time be appointed by the Government of India to the charge of those districts.

Art. 7.—By the 12th article of the Treaty of 1800, the British Government can, in time of war, call upon that of his Highness the Nizam to furnish 9,000 cavalry and 6,000 infantry to accompany the British troops in the field. The present Hyderabad Contingent, which is to be maintained at all times (whether in peace or war), is accepted as an equivalent for the larger body of troops above specified to be furnished in time of war; and it is accordingly hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad Contingent; and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish 9,000 cavalry and 6,000 infantry, is accordingly hereby annulled.

Art. 8.—The districts mentioned in Schedule (A.) are to be transferred to Colonel Low, c. b., the Resident, immediately that the ratified treaty shall be received from Calcutta; and that officer engages, on the part of the British Government, that the Resident at the Court of Hyderabad for the time being shall always render true and faithful accounts, every year, to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to his Highness, after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

Art. 9.—This treaty, consisting of Nine Articles, being this day concluded and settled by Colonel John Low, c. b., on behalf of the Honourable the English East India Company, with the Nawab Nizam-ul-Mulk Asoph Jah Bahadur, Colonel Low has delivered one version thereof in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by his Highness; and Colonel Low hereby engages to deliver a copy of the same to his Highness the Nizam, duly ratified by the Governor-general in Council, within 30 days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May, A. D. 1853  
(12 Shabun, A. H. 1269).

(signed) J. Low, Colonel,  
Resident at Hyderabad.

(A.)

SCHEDULE of DISTRICTS in Berar, the Raichore Doab, and Borders of the Sholapoor and Ahmednuggur Collectorates, Bombay Presidency, transferred to the Management of the British Resident at Hyderabad, agreeably to the Provisions of Article VI. of the Treaty of 1853 (Fuslee 1263), entered into by the Honourable East India Company with his Highness the Nizam.

THE districts in Berar transferred to British management are those lying to the north of the range of hills which extends from Adjuntah, on the west, to Woon, near the Wurdah, on the east. Any villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

| Pergunnah:                          | Rs.      | Pergunnah:                        | Rs.      |
|-------------------------------------|----------|-----------------------------------|----------|
| Akola - - - - -                     | 1,24,944 | Kolapoor - - - - -                | 33,807   |
| Dheanda - - - - -                   | 1,33,844 | Thullagaom - - - - -              | 21,173   |
| Barragaom - - - - -                 | 17,381   | Tiktab - - - - -                  | 3,500    |
| Thoogaom - - - - -                  | 61,425   | Lakpoori - - - - -                | 2,401    |
| Kurar - - - - -                     | 2,250    | Raoja - - - - -                   | 1,500    |
| Posud - - - - -                     | 17,158   | Buroor - - - - -                  | 90,394   |
| Argaom - - - - -                    | 10,000   | Soorli - - - - -                  | 2,991    |
| Nursi - - - - -                     | 73,129   | Unjungaombari - - - - -           | 2,918    |
| Mahore - - - - -                    | 14,360   | Seaeella, alias Seerala - - - - - | 7,014    |
| Chicholee - - - - -                 | 12,722   | Nowari - - - - -                  | 1,036    |
| Larkheir - - - - -                  | 4,556    | Bukki - - - - -                   | 1,468    |
| Yawuk, alias Yawuth Mahal - - - - - | 2,287    | Ellichpoor - - - - -              | 1,00,000 |
| Kullum - - - - -                    | 2,510    | Kurujgaom - - - - -               | 1,00,000 |
| Chicknee - - - - -                  | 2,501    | Unjungaom - - - - -               | 1,05,219 |
| Mahagaom - - - - -                  | 11,370   | Dharoor - - - - -                 | 20,000   |
| Nargaom - - - - -                   | 975      | Akoli - - - - -                   | *6,500   |
| Ralagaom - - - - -                  | 8,750    | Bulgaom - - - - -                 | *5,000   |
| Pandur Koura - - - - -              | 2,000    | Budneira Gungae - - - - -         | 59,843   |
| Boxhi Kheir - - - - -               | 2,000    | Punchgawun - - - - -              | 30,371   |
| Wunmaidi - - - - -                  | 28,033   | Salood - - - - -                  | 23,912   |
| Numba - - - - -                     | 12,000   | Papoo, alias Papul - - - - -      | 7,911    |
| Boodnarapooljee - - - - -           | 32,068   | Punj Mahagaom - - - - -           | 51,921   |
| Boomki - - - - -                    | 2,702    | Reithpoor - - - - -               | 61,710   |
| Damodi, alias Damori - - - - -      | 18,923   | Chinchona - - - - -               | 11,139   |
| Gooboo - - - - -                    | 6,000    | Khed Belloora - - - - -           | 14,910   |
| Bowenber - - - - -                  | *14,000  | Seona - - - - -                   | 14,820   |
| Julka - - - - -                     | *3,000   | Banoda - - - - -                  | 17,855   |
| Seralla - - - - -                   | 10,000   | Bath Kolee - - - - -              | 38,596   |
| Poosda - - - - -                    | *5,000   | Pathrote - - - - -                | 1,37,932 |
| Urgaon (Small) - - - - -            | 1,500    | Malkeera - - - - -                | 10,871   |
| Akote - - - - -                     | 77,000   | Pullas Keira - - - - -            | 10,011   |
| Urgaon - - - - -                    | 1,25,000 | Sawurgaon Taklee - - - - -        | 2,500    |
| Julgaon - - - - -                   | 97,000   | Neer Pursoo Pundet - - - - -      | 8,360    |
| Jamodi - - - - -                    | 35,155   | Nandgaom Cazee - - - - -          | 13,263   |
| Morsi - - - - -                     | 36,000   | Devicota - - - - -                | 3,226    |
| Palla - - - - -                     | 3,000    | Damnuko - - - - -                 | 2,899    |
| Malghat - - - - -                   | 15,000   | Parsoli - - - - -                 | 2,200    |
| Dhoolghat - - - - -                 | 2,401    | Manjur Keir - - - - -             | 8,525    |
| Soongaom - - - - -                  | 7,500    | Oomrawuttee Ranee - - - - -       | 4,665    |
| Moongram - - - - -                  | 1,500    | Hewer Keir - - - - -              | 22,601   |
| Juroor - - - - -                    | 9,000    | Amnair - - - - -                  | 6,855    |
| Karlah - - - - -                    | 8,020    | Serurgaon - - - - -               | 19,189   |
| Bhil Keira - - - - -                | 2,563    | Danapoor - - - - -                | 75,000   |
| Oomrawuttee - - - - -               | 58,442   | Mana - - - - -                    | 22,000   |
| Rathore Shaik Baboo - - - - -       | 15,881   | Girowli - - - - -                 | 10,000   |
| Barsee Taklee - - - - -             | 12,076   | Koorum - - - - -                  | 18,000   |
| Babun - - - - -                     | 3,881    | Mortizapoor - - - - -             | 45,000   |
| Nandgaon - - - - -                  | 18,692   | Mungalore Peer - - - - -          | 40,000   |
| Pathooda - - - - -                  | 24,001   | Koora - - - - -                   | 45,000   |
| Penjur - - - - -                    | 16,682   | Mungaloree Dustigeer - - - - -    | 12,000   |
| Peepulgaon Raja - - - - -           | 37,946   | Kusbeo Korum Keir, &c. - - - - -  | 8,708    |
| Buneira Bebee - - - - -             | 37,759   | Dhumej, &c. - - - - -             | 5,320    |

NIZAM.

| Pergunnah:          | Rs.      | Pergunnah:                | Rs.       |
|---------------------|----------|---------------------------|-----------|
| Ussalgaom - - - -   | 10,105   | Devulghat - - - -         | 17,955    |
| Akote - - - -       | 9,000    | Dharsangvi - - - -        | 6,159     |
| Balapoor - - - -    | 2,41,275 | Darea - - - -             | 17,436    |
| Mulkepoor - - - -   | 51,319   | Karinja Bebee - - - -     | 23,535    |
| Raichore - - - -    | 2,499    | Kari Dhamini - - - -      | 14,297    |
| Rajoor - - - -      | 3,742    | Kamurgaon - - - -         | 2,230     |
| Rohin Kheir - - - - | 2,491    |                           |           |
| Chandore - - - -    | 20,727   | TOTAL - - - - Rs.         | 30,95,309 |
| Nandoora - - - -    | 9,846    | Deduct amount of Personal |           |
| Nundgaon - - - -    | 3,736    | Jageers - - - -           | 35,000    |
| Jeypore - - - -     | 4,146    |                           |           |
| Koleli - - - -      | 990      | TOTAL - - - - Rs.         | 30,60,309 |

The above amount is exclusive of deh sadur, russooms muktahs, yeomeas, enams, and all charitable allowances hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper sunuds, or other official documents acknowledged to be correct by the Nizam's government.

DISTRICTS in the Raichore Doab, transferred to the Management of the British Resident, the boundaries of which are the Rivers Kishna and Toombuddra, on the North, South, and East, and the Honourable Company's Frontier, belonging to the Bombay Presidency, on the West.

(Any talooks or villages not named underneath within the above-mentioned boundary will be included hereafter among those transferred to the management of the British Resident at Hyderabad.)

|                                                                | Rs.       |
|----------------------------------------------------------------|-----------|
| Pergunna Deodroog, &c., and the talook of Kadloor, &c. - - - - | 1,07,872  |
| The Gudwal Peshcush - - - -                                    | 1,15,000  |
| Pergunna Huvelee, Rachore, and Mahalat - - - -                 | 3,95,380  |
| Pergunna Kanegheri, &c., and Gooboor and Tharanah - - - -      | 2,22,280  |
| Pergunna Kopai, &c. - - - -                                    | 1,84,887  |
| Pergunna Moodkee and Moodgul - - - -                           | 59,063    |
| Pergunna Gungawuttee - - - -                                   | 66,860    |
| TOTAL - - - - Rs.                                              | 11,51,342 |

No claims in these districts will be allowed for personal jageers, hitherto held, till the rights to the same shall have been established by the production of proper sunuds, or other official documents, acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to russooms, muktahs, yeomeas, enams, and all charitable allowances.

DISTRICTS on his Highness's Western Frontier, bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore.

1. THE 16 villages in the Beer District, on the boundaries of the Jamkhair Talooq, in the Honourable Company's territory; viz.—

## REVENUE.

|                  | Rs.   | a. | p. |                            | Rs.    | a. | p. |
|------------------|-------|----|----|----------------------------|--------|----|----|
| Karagaon - - - - | 902   | 11 | 3  | Seerapoor Dhomulla - - - - | 1,417  | 15 | -  |
| Kutola - - - -   | 773   | 14 | 6  | Bhateli - - - -            | 1,452  | 3  | 9  |
| Koptee - - - -   | 574   | 5  | 6  | Bawee - - - -              | 505    | -  | -  |
| Bhubkul - - - -  | 740   | 5  | 6  | Jam - - - -                | 292    | -  | -  |
| Moralah - - - -  | 1,595 | 13 | -  | Vernce - - - -             | 624    | 3  | -  |
| Mandah - - - -   | 374   | 7  | -  | Madmapore - - - -          | 232    | 10 | -  |
| Warjur - - - -   | 1,189 | -  | -  | Vadolee - - - -            | 436    | 11 | -  |
| Roopoor - - - -  | 104   | 8  | 6  |                            |        |    |    |
| Kotun - - - -    | 1,965 | 4  | -  | TOTAL - - - - Rs.          | 13,181 | -  | -  |

2. All

NIZAM.

2. All the villages in the districts of

|           |             |            |
|-----------|-------------|------------|
| Katec,    | Kullum,     | Lohara,    |
| Maidee,   | Latoor,     | Gunjotee,  |
| Feramdah, | Nuldroog,   | Alund, and |
| Daraseo,  | Tooljapoor, | Afzulpore; |
| Bhoom,    |             |            |

and which districts are within the boundaries on the north and east of the Manjera, on the west of the Honourable Company's territory, in the Ahmednuggur and Sholapore Collectorates of the Bombay Presidency, on the south of the Bheema, and on the east in as direct a line as can possibly be drawn between the town of Nittoor, on the Manjeera, and Ufzalpore, on the Bheema, yielding a gross revenue of about eight lacs of rupees per annum, exclusive of personal jageers, yeomeas, russooms, and charitable allowances.

No claims on these districts will be allowed for personal jageers, hitherto held, till the rights to the same shall have been established, by the production of proper sunuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to russooms, yeomeas, enams, and all charitable allowances.

THE TALOOQS detailed hereafter belonging to Surf-i-Kass and the Noblemen mentioned underneath, will be left to the Revenue Management of the Officers appointed for that purpose by the Hyderabad Government.

## BERAR.

| Surf-i-Kass Talooqas:      | Rs.      | Jageer Talooqs belonging to Siraj-ul-Mulk Bahadur: | Rs.    |
|----------------------------|----------|----------------------------------------------------|--------|
| Budneira Gungaier - - - -  | 59,843   | Dhurreeapore - - - -                               | 75,000 |
| Panchgohan - - - -         | 30,371   | Mana - - - -                                       | 22,000 |
| Salood - - - -             | 23,912   | Garowlee - - - -                                   | 10,000 |
| Papoo, alias Papul - - - - | 7,911    | Koorum - - - -                                     | 18,000 |
| Punj Mahagaom - - - -      | 51,921   | Moortizapoor - - - -                               | 45,000 |
| Reithpoor - - - -          | 61,710   | Mungalore Dustigeer - - - -                        | 12,000 |
| Chinchona - - - -          | 11,139   | Numgalore Peer - - - -                             | 40,000 |
| Khed Ballora - - - -       | 14,910   | Kora - - - -                                       | 45,000 |
| Seona - - - -              | 14,820   |                                                    |        |
| Banoda - - - -             | 17,855   |                                                    |        |
| Bath Kolee - - - -         | 38,596   |                                                    |        |
| Patrote - - - -            | 1,37,932 |                                                    |        |
| Mal Kheira - - - -         | 10,871   |                                                    |        |
| Pullas Keira - - - -       | 10,011   |                                                    |        |
|                            |          |                                                    |        |
| Rs.                        | 4,91,802 |                                                    |        |

| Doab Talooqas belonging to Surf-i-Kass: | Rs.      |
|-----------------------------------------|----------|
| Mooshkee and Moodgul - - - -            | 59,063   |
| TOTAL - - - - Rs.                       | 8,17,865 |

TALOOQAS on the West of his Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore.

Surf-i-Kass; Villages in the Lohara Talooq.

Ditto - - Gunjotee Talooq.

Ditto - - Allund Talooq.

Shums-ul-Umra Bahadur's Talooq of Ufzalpore.

Hyderabad,  
21 May 1853.

(signed) J. Low, Colonel,  
Resident at Hyderabad.

[Note.—A copy of the original document, written in Persian, is deposited, for purposes of reference, in the Library of the House of Commons.]

PAHLUNPOOR.

## PAHLUNPOOR.

AGREEMENT for the Suppression of Infanticide, concluded on the 18th June  
and 15th August 1853.

AGREEMENT entered into by the Jhareja Chiefs of Santulpoor and Charchut,  
with Major J. R. Keily, Political Superintendent of Pahlunpoor, for the  
Suppression of the Crime of Female Infanticide within their Districts,  
dated the 18th June and the 15th August 1853.

THE honourable the Court of Directors having remarked, that since the year  
1846, the females of the Jhareja tribe under 20 years of age continue to be  
much less in number than those of the male sex under that age, and required  
information on this subject; and we having been requested by you to enter into  
an engagement, for the purpose of saving our female children, similar to the  
engagement entered into by the Jam of Nowanuggur, on the 25th of February  
1812;

We write to say, that we well know that it is a great sin to kill an infant, and  
that the murderer thereof will go to the deepest hell; for so it is written in the  
Shastur. This we know; moreover, the Sirkar has sent us books on the subject  
of infanticide, in which there are many quotations from the Shastur, to the effect  
that there is no sin equal to killing a female infant. No one, therefore, should  
be guilty of this sin, but should save his infant daughter. This is true religion;  
and we, therefore, willingly agree to the following arrangements for the preserva-  
tion of our infant daughters, which are to be binding on us for ever, viz.:

1. Every Jhareja living in Santulpoor and Charchut, to whom a daughter may  
be born, shall immediately give information to the karkoon belonging to his  
district, who will enter the child in the list kept by him from which the yearly  
returns are framed. The number of births which have occurred during the year  
will with ease be ascertained by these means.

2. In the event of any Jhareja's daughter dying, information is to be given to  
the karkoon in charge of the district, who will make every proper inquiry into  
the cause of the death, and enter the cause of death in the list.

3. Should any female infant of tender age die, its body is to be shown to four  
(4) of the most respectable people of the village, but of different castes, and  
the cause of the death must be ascertained as far as possible, and stated in the  
proceedings of the inquest, which must be sent to the government karkoon, after  
which the body may be buried. Without this precaution the body must not be  
buried. No Jharejas are to be allowed to assemble on the punchayut.

4. Should any Jhareja's infant daughter fall ill, information must be given to  
the government district karkoon, and the cause of the illness mentioned to the  
karkoon, that it may be noted by him in his list.

5. In the event of any female infant dying, and being buried without ac-  
quainting the government karkoon, and assembling a punchayut to ascertain the  
cause of its death, then the party guilty of the infringement of this agreement  
shall submit to such punishment as government may decide.

6. As above written we will abide, and make no dispute hereon. Whoever  
shall offend, and plead ignorance of the above engagement as an excuse to escape  
punishment, he must not be listened to, as all have been made well acquainted  
with the contents of this engagement.

7. In the event of the government karkoon being engaged in other business  
elsewhere, and unable to attend, then the chief of the horsemen on the Thana  
will be consulted, and everything arranged through him.

In this way we have of our free will and consent, and being in possession of all  
our faculties, entered into the above engagement; and we have given, as perpetual  
security

security for the due fulfilment of the above writing, the under-mentioned; viz.,  
Barote Putto Sut Meta wulud Jusa, Swamees Ruttonghur Sut Manghur, Tejghur  
wulud Mullooghur, Gudvee Hureesing Sut Umra wulud Veerma, Bramins Pachaw  
wulud Kana, Gora wulud Kana, Gudvee Poonja Sut Rabeer wulud Davaet,  
Bramin Nanjee wulud Muga, Purmar Run Mull wulud Kesurjee, Waghela  
Veerum wulud Mala, Bramin Gunga Ram wulud Roora, Bramin Bhakur wulud  
Jewna, Bramin Jetha wulud Dana, Swamee Gungaghur wulud Manghur, and  
Kapree Shamut wulud Ram Sing.

| NAMES of JHAREJAS and VILLAGES. |                                | NAMES of SECURITY.                                                                                                                                                                                                                                                                                      |
|---------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Santulpoor.</i>              |                                | <p>We do hereby state, that we shall abide, and cause the Jharejas to abide also, by the above writing, and we ourselves shall be answerable for it.</p> <p>- - Barote Puthoo Sut Meta wulud Jusa, of Santulpoor.</p> <p>- - Swamee Rutunghur Sut Manghur and Tejghur wulud Mullooghur, of Jakotra.</p> |
| 1. (signed)                     | Shamut Sing wulud Kullian Sing |                                                                                                                                                                                                                                                                                                         |
| 2. "                            | Nathajee wulud Hajajee         |                                                                                                                                                                                                                                                                                                         |
| 3. "                            | Purtapsing wulud Bavajee       | <p>- - Gudvee Hureesing Sut Umra wulud Veerma, of Charkunka.</p> <p>- - Bramin Pachan and Gora wulud Kana, of Dantrana.</p> <p>- - Swamee Rutunghur Sut Manghur and Tejghur wulud Mullooghur, of Jakotra.</p>                                                                                           |
| 4. "                            | Panchajee wulud Mulloojee      |                                                                                                                                                                                                                                                                                                         |
| 5. "                            | Megrajee wulud Bavajee         |                                                                                                                                                                                                                                                                                                         |
| 6. "                            | Hurbunjee wulud Wursajee       |                                                                                                                                                                                                                                                                                                         |
| 7. "                            | Pragjee                        |                                                                                                                                                                                                                                                                                                         |
| 8. "                            | Puthojee Jusajee               |                                                                                                                                                                                                                                                                                                         |
| 9. "                            | Veerumjee Hukajee              |                                                                                                                                                                                                                                                                                                         |
| 10. "                           | Nathajee Ragajee               |                                                                                                                                                                                                                                                                                                         |
| 11. "                           | Kesurjee Ladhajee              |                                                                                                                                                                                                                                                                                                         |
| 12. "                           | Dadajee Vunnajee               |                                                                                                                                                                                                                                                                                                         |
| 13. "                           | Dadajee Amrajee                |                                                                                                                                                                                                                                                                                                         |
| 14. "                           | Urjoonjee Govajee              |                                                                                                                                                                                                                                                                                                         |
| 15. "                           | Khetajee Khengarjee            |                                                                                                                                                                                                                                                                                                         |
| 16. "                           | Dajee Khetajee                 |                                                                                                                                                                                                                                                                                                         |
| 17. "                           | Bapjee Dujoojee                |                                                                                                                                                                                                                                                                                                         |
| 18. "                           | Koombajee Dujoojee             |                                                                                                                                                                                                                                                                                                         |
| 19. "                           | Pathoojee Nathajee             |                                                                                                                                                                                                                                                                                                         |
| 20. "                           | Adébhan Nathajee               |                                                                                                                                                                                                                                                                                                         |
| 21. "                           | Soojajee Ramsingjee            |                                                                                                                                                                                                                                                                                                         |
| 22. "                           | Juloojee Dosajee               |                                                                                                                                                                                                                                                                                                         |
| 23. "                           | Hujajee Pachanjee              |                                                                                                                                                                                                                                                                                                         |
| 24. "                           | Khengarjee Urjoonjee           |                                                                                                                                                                                                                                                                                                         |
| 25. "                           | Veesajee Sujajee               |                                                                                                                                                                                                                                                                                                         |
| 26. "                           | Shamutjee Meghrajee            |                                                                                                                                                                                                                                                                                                         |
| 27. "                           | Halajee Dongurjee              |                                                                                                                                                                                                                                                                                                         |
| 28. "                           | Jasingjee Menjee               |                                                                                                                                                                                                                                                                                                         |
| 29. "                           | Gopaljee Opajee                |                                                                                                                                                                                                                                                                                                         |
| 30. "                           | Meghrajee Mandunjee            |                                                                                                                                                                                                                                                                                                         |
| 31. "                           | Bowsingjee Puthajee            |                                                                                                                                                                                                                                                                                                         |
| 32. "                           | Purtapsing Merejee             |                                                                                                                                                                                                                                                                                                         |
| 33. "                           | Rajmuljee Kakabhoy             |                                                                                                                                                                                                                                                                                                         |
| <i>Peprala.</i>                 |                                | <p>- - Swamee Rutunghur Sut Manghur and Tejghur wulud Mullooghur, of Jakotra.</p>                                                                                                                                                                                                                       |
| 34. "                           | Mansingjee wulud Moolvajee     |                                                                                                                                                                                                                                                                                                         |
| 35. "                           | Meghrajee Panchajee            |                                                                                                                                                                                                                                                                                                         |
| 36. "                           | Amrajee Poonajee               |                                                                                                                                                                                                                                                                                                         |
| 37. "                           | Hureesing Kakajee              |                                                                                                                                                                                                                                                                                                         |
| <i>Modotra.</i>                 |                                | <p>- ditto.</p>                                                                                                                                                                                                                                                                                         |
| 38. "                           | Sugramjee Wukhutsing           |                                                                                                                                                                                                                                                                                                         |
| <i>Bakotra.</i>                 |                                | <p>- ditto.</p>                                                                                                                                                                                                                                                                                         |
| 39. "                           | Gorejee Rutunasing             |                                                                                                                                                                                                                                                                                                         |
| 40. "                           | Dosajee Ladhajee               |                                                                                                                                                                                                                                                                                                         |
| 41. "                           | Raosingjee Ladhajee            |                                                                                                                                                                                                                                                                                                         |
| 42. "                           | Kesurjee Ladhajee              |                                                                                                                                                                                                                                                                                                         |
| <i>Jakotra.</i>                 |                                | <p>- ditto.</p>                                                                                                                                                                                                                                                                                         |
| 43. "                           | Tejmuljee Dajee                |                                                                                                                                                                                                                                                                                                         |
| <i>Charunka.</i>                |                                | <p>- - Gudvee Hureesing Sut Umra wulud Veerma, of Charkunka.</p>                                                                                                                                                                                                                                        |
| 44. "                           | Mulloojee Soojajee             |                                                                                                                                                                                                                                                                                                         |
| 45. "                           | Kesurjee Rutunjee              |                                                                                                                                                                                                                                                                                                         |
| 46. "                           | Godurjee Mansingjee            |                                                                                                                                                                                                                                                                                                         |
| 47. "                           | Koombhajee Jusajee             |                                                                                                                                                                                                                                                                                                         |

PAHLUNPOOR.

| NAMES of JHAREJAS and VILLAGES. |                                      |   |   |   | NAMES of SECURITY.                                         |
|---------------------------------|--------------------------------------|---|---|---|------------------------------------------------------------|
| <i>Dantrana.</i>                |                                      |   |   |   |                                                            |
| 48. (signed)                    | Vunnajhe Jethajee                    | - | - | - | - - Bramin Pachan and Gora<br>wulud Kana, of Dantrana.     |
| 49. "                           | Shamutsing Jethajee                  | - | - | - |                                                            |
| <i>Waoana.</i>                  |                                      |   |   |   |                                                            |
| 50. "                           | Morejee Nathajee                     | - | - | - | ditto.                                                     |
| 51. "                           | Kesurjee Meroojee                    | - | - | - |                                                            |
| 52. "                           | Pubjee Hameerjee                     | - | - | - |                                                            |
| 53. "                           | Chandajee Humierjee                  | - | - | - |                                                            |
| 54. "                           | Kanajee Mesjee                       | - | - | - |                                                            |
| 55. "                           | Kakabhoy Meghrajee                   | - | - | - |                                                            |
| 56. "                           | Jetheejee Meghrajee                  | - | - | - |                                                            |
| 57. "                           | Muloojee Dewajee                     | - | - | - |                                                            |
| 58. "                           | Shamutjee Dewajee                    | - | - | - |                                                            |
| 59. "                           | Dujjojee Saduljee                    | - | - | - |                                                            |
| <i>Ayewar.</i>                  |                                      |   |   |   |                                                            |
| 60. "                           | Rutunjee Urjoonjee                   | - | - | - | ditto.                                                     |
| 61. "                           | Bavajee Bachanjee                    | - | - | - |                                                            |
| <i>Pur.</i>                     |                                      |   |   |   |                                                            |
| 62. "                           | Bhimjee Jewunjee                     | - | - | - | ditto.                                                     |
| 63. "                           | Khemajee Kesurjee                    | - | - | - |                                                            |
| 64. "                           | Kullianjee Hurbhumjee                | - | - | - |                                                            |
| 65. "                           | Meghrajee Hurbhumjee                 | - | - | - |                                                            |
| 66. "                           | Anundsing Nathajee                   | - | - | - |                                                            |
| 67. "                           | Bhojrajee Sublajee                   | - | - | - |                                                            |
| 68. "                           | Dujjojee Sowajee                     | - | - | - |                                                            |
| 69. "                           | Mandjee Kesheojee                    | - | - | - |                                                            |
| 70. "                           | Muloojee Roydhunjee                  | - | - | - |                                                            |
| 71. "                           | Jeysingjee Roydhunjee                | - | - | - |                                                            |
| 72. "                           | Megrajee Rughojee                    | - | - | - |                                                            |
| 73. "                           | Soonduljee Ravuljee                  | - | - | - |                                                            |
| 74. "                           | Jesing Waghjee                       | - | - | - |                                                            |
| 75. "                           | Gojjojee Munorejee                   | - | - | - |                                                            |
| 76. "                           | Chandajee Sahebjee                   | - | - | - |                                                            |
| <i>Babra.</i>                   |                                      |   |   |   |                                                            |
| 77. "                           | Renajee Khetajee                     | - | - | - | - - Gudvee Poonja Sut Raj-<br>veer wulud Davaet, of Babra. |
| 78. "                           | Muloojee Khetajee                    | - | - | - |                                                            |
| 79. "                           | Bhugoojee Dujjojee                   | - | - | - |                                                            |
| 80. "                           | Rutunjee Jesingjee                   | - | - | - |                                                            |
| 81. "                           | Bawajee Jugajee                      | - | - | - |                                                            |
| 82. "                           | Dajee Umrajee                        | - | - | - |                                                            |
| 83. "                           | Hajajee Halajee                      | - | - | - |                                                            |
| 84. "                           | Khemajee Kesurjee                    | - | - | - |                                                            |
| 85. "                           | Bhojrajee Dulajee                    | - | - | - |                                                            |
| 86. "                           | Wursajee Waghjee                     | - | - | - |                                                            |
| <i>Bawurda.</i>                 |                                      |   |   |   |                                                            |
| 87. "                           | Desurjee Roymuljee                   | - | - | - | ditto.                                                     |
| <i>Sonet.</i>                   |                                      |   |   |   |                                                            |
| 88. "                           | Amurjee Purtapsing                   | - | - | - | - - Bramin Nanjee wulud<br>Mugga, of Sonet.                |
| 89. "                           | Dewajee and Narunjee wulud Poonjajee | - | - | - |                                                            |
| 90. "                           | Sowrajee Pachanjee                   | - | - | - |                                                            |
| 91. "                           | Jalumsing Manjee                     | - | - | - |                                                            |
| 92. "                           | Hemrajee Khemajee                    | - | - | - |                                                            |
| <i>Chalera.</i>                 |                                      |   |   |   |                                                            |
| 93. "                           | Rajsing Adesing                      | - | - | - | ditto.                                                     |
| 94. "                           | Lukhjee Adesing                      | - | - | - |                                                            |
| 95. "                           | Jamjee Adesing                       | - | - | - |                                                            |
| 96. "                           | Bhugjee Adesing                      | - | - | - |                                                            |
| <i>Judjam.</i>                  |                                      |   |   |   |                                                            |
| 97. "                           | Dujjojee Morewajee                   | - | - | - | - - Purmar Rummuljee wulud<br>Kesurjee, of Phonglee.       |
| 98. "                           | Kyajee Roybhanjee                    | - | - | - |                                                            |
| 99. "                           | Mughjee Dewajee                      | - | - | - |                                                            |
| 100. "                          | Hudoojee Weerajee                    | - | - | - |                                                            |
| 101. "                          | Bhaeejee Udajee                      | - | - | - |                                                            |

PAHLUNPOOR.

| NAMES of JHAREJAS and VILLAGES. |                         |   |   |   | NAMES of SECURITY.                                    |
|---------------------------------|-------------------------|---|---|---|-------------------------------------------------------|
| <i>Wurnosuree.</i>              |                         |   |   |   |                                                       |
| 102. (signed)                   | Bhugjee Pachanjee       | - | - | - | { - - Waghela Veerum wulud<br>Moola, of Wurnosuree.   |
| <i>Limboanee.</i>               |                         |   |   |   |                                                       |
| 103.                            | Akheraj Dewajee         | - | - | - | { - - Bramin Gunga Ram wulud<br>Roora, of Nowapoor.   |
| 104.                            | Bhowsing Wukhtajee      | - | - | - |                                                       |
| 105.                            | Jesingjee Gomansing     | - | - | - |                                                       |
| 106.                            | Jetajee Manajee         | - | - | - |                                                       |
| 107.                            | Jemuljee Jowansingjee   | - | - | - |                                                       |
| <i>Musalee.</i>                 |                         |   |   |   |                                                       |
| 108.                            | Bhowsingjee Dewajee     | - | - | - | { - - Bramin Bhakur wulud<br>Jewna, of Musalee.       |
| 109.                            | Tejmuljee Jethajee      | - | - | - |                                                       |
| 110.                            | Jalumsing Mandunjee     | - | - | - |                                                       |
| 111.                            | Tyraljee Panchajee      | - | - | - |                                                       |
| 112.                            | Kanajee Bawajee         | - | - | - |                                                       |
| 113.                            | Bheemajee Kanduljee     | - | - | - |                                                       |
| 114.                            | Ambajee Kanduljee       | - | - | - |                                                       |
| 115.                            | Dewajee Mughjee         | - | - | - |                                                       |
| 116.                            | Bhojrajee Bhugjee       | - | - | - |                                                       |
| 117.                            | Kursutjee Jeynajee      | - | - | - |                                                       |
| 118.                            | Jarejee Veerumjee       | - | - | - |                                                       |
| 119.                            | Waghjee Veerumjee       | - | - | - |                                                       |
| 120.                            | Mudjee Veerumjee        | - | - | - |                                                       |
| 121.                            | Naghunjee Veerumjee     | - | - | - |                                                       |
| 122.                            | Anundsing Ramsing       | - | - | - |                                                       |
| <i>Kelana.</i>                  |                         |   |   |   |                                                       |
| 123.                            | Rutunsing Bhakursee     | - | - | - | { - - Bramin Jetha wulud Dana<br>of Kelana.           |
| 124.                            | Ranajee Dewajee         | - | - | - |                                                       |
| 125.                            | Khemajee Bhowanjee      | - | - | - |                                                       |
| 126.                            | Phoolajee Hureesing     | - | - | - |                                                       |
| 127.                            | Mudarsing Duijoojee     | - | - | - |                                                       |
| 128.                            | Malajee Kesurjee        | - | - | - |                                                       |
| 129.                            | Bhoputsing              | - | - | - |                                                       |
| 130.                            | Urjoonjee Akheraj       | - | - | - |                                                       |
| 131.                            | Jewanjee Hameerjee      | - | - | - |                                                       |
| 132.                            | Sugramjee Abheraj       | - | - | - |                                                       |
| 133.                            | Hathee Dansing          | - | - | - |                                                       |
| 134.                            | Jorejee Dansing         | - | - | - |                                                       |
| 135.                            | Dhunnajee Hatajee       | - | - | - |                                                       |
| 136.                            | Poonajee Jeynajee       | - | - | - |                                                       |
| 137.                            | Bunnajee Dewajee        | - | - | - |                                                       |
| 138.                            | Kurthurjee Hurbhumjee   | - | - | - |                                                       |
| 139.                            | Panchajee Waghjee       | - | - | - |                                                       |
| 140.                            | Sutajee Khungarjee      | - | - | - |                                                       |
| 141.                            | Ubhajee Waghjee         | - | - | - |                                                       |
| 142.                            | Bhawajee Khungarjee     | - | - | - |                                                       |
| <i>Grechana.</i>                |                         |   |   |   |                                                       |
| 143.                            | Bheemajee Ryajee        | - | - | - | { - - Swamee Gungaghur wulud<br>Manghur, of Grechana. |
| 144.                            | Dujajee wulud Naghunjee | - | - | - |                                                       |
| 145.                            | Unursing wulud Desulje  | - | - | - |                                                       |
| 146.                            | Jewajee Dhunnajee       | - | - | - |                                                       |
| 147.                            | Ragajee Pachanjee       | - | - | - |                                                       |
| 148.                            | Malajee Purtapsing      | - | - | - | { - - Kapree Shamut wulud<br>Ramsing, of Boroo.       |
| <i>Boroo.</i>                   |                         |   |   |   |                                                       |
| 149.                            | Hurbhumjee Kesurjee     | - | - | - |                                                       |
| 150.                            | Bheemjee Merejee        | - | - | - |                                                       |
| 151.                            | Tymaljee Roydhunjee     | - | - | - |                                                       |
| 152.                            | Jalimsing Wajeraj       | - | - | - |                                                       |
| 153.                            | Pachanjee Bhanajee      | - | - | - |                                                       |

(True Translation.)

(signed) J. R. Keily,  
Political Superintendent.

PERSIA.

## PERSIA.

LETTER from Hajee Mirza Aghasee to Lieutenant-colonel *Farrant*, Her Britannic Majesty's Chargé d'Affaires at the Court of Tehran, dated 12th June 1848.

Your communication regarding negroes has been received, and its contents fully understood. With a view to the request made by you, my sincere and esteemed friend, and solely on account of the sincere friendship and good feelings I entertain towards you, I did not consider it proper to withhold or delay the fulfilment of your desire, and exerted my endeavours to preserve the existing friendship between the two exalted Governments of Persia and England, by laying your request in detail at a most fortunate time before his Majesty, &c., &c., the Shah (may his dominion and sovereignty be everlasting).

An imperative order has been issued, which evinces the exceedingly great favour entertained towards you, my honoured friend, by his Majesty, &c., &c., the Shah, which it is evident will always increase. The importation of slaves by sea alone is forbidden, and imperative orders will be issued to the governors of Fars and Arabia, that hereafter strict prohibition should be observed, that no negroes should be either imported or exported, except by land.

This affair, in fulfilment of the request of that esteemed friend, has, thank God, been concluded through the countless favour of his Majesty, &c., &c., the Shah, towards you, and by my exertions.

But the Persian Ministers in equal proportion require that, by the true friendship of the Ministers of the British Government, when they make a request, it will also be acceded to.

Translated by  
(signed) Joseph Reed.

FIRMAN issued by his Majesty the Shah of Persia to Hoosen Khan, Governor of Fars, dated 12th June 1848.

To the high in rank, and pillar of nobility, &c., &c., Hoosen Khan, the Controller of the State Affairs and Governor of Fars, who has been exalted and supported by the distinguished favours of his Majesty, &c., &c., the Shah, be it known:

That it is a long time since that a request for the abolition of the importation of negroes by sea was made on the part of the ministers of the British Government to the ministers and authorities of this kingdom, but their request during this long period has not obtained an answer or (our) consent.

But in consequence of the favour entertained by our august sovereignty, &c., &c., towards the high in rank, the sincere well-wisher of the state, the chosen among Christian nobles, &c., &c., Colonel *Farrant*, Chargé d'Affaires of the English Government, on account of his respectful conduct and manner of proceeding, which have been made manifest, and purely for the regard we entertain for him, we have accepted and complied with his request, and we have ordained that henceforward that high in rank shall warn all merchants and persons passing to and fro to discontinue to bring negroes by sea, and that they shall not export or import negroes except by land, which is by no means forbidden. That high in rank will be held responsible for the fulfilment of the orders contained in this communication.

Written in the month of Rujub 1264.

Translated by  
(signed) Joseph Reed.

PERSIA.

FIRMAN issued by his Majesty the Shah of Persia to Mirza Nubee Khan, Governor of Ispahan and Persian Arabia, dated 12th June 1848.

To the high in rank, the superior of generals, the esteemed of the sovereign, Mirza Nubee Khan, chief of the civil law court, the Governor of Ispahan and Arabia, who has been honoured by the favour of the pure mind of the king of kings, be it known, that at this time the high in rank, the noble and exalted, possessed of dignity, the pillar of Christian nobles, the cream of the great ruler of Christendom, the undoubted well-wisher of the state, Colonel *Farrant*, Chargé d'Affaires of the exalted English Government, who enjoys the unbounded favour of his Majesty the Shah, whose resplendent mind is desirous to gratify him, made a friendly request on the part of the ministers of that exalted Government to the ministers of his Majesty the Shah, &c., &c., that with a view to preserve the existing friendship between the two exalted states a decree should be issued from the source of magnificence (the Shah), that hereafter the importation of the negro tribes by sea should be forbidden, and this traffic be abolished.

In consequence of this, it is ordered and ordained that that high in rank, after perusing this firman, which is equal to a decree of fate, it will be incumbent on him to issue positive and strict injunctions to the whole of the dealers in slaves who trade by sea, that henceforth by sea alone the importation and exportation of negroes into the Persian dominions is entirely forbidden, but not by land. Not a single individual will be permitted to bring negroes by sea, without being subjected to severe punishment.

That high in rank must in this matter give peremptory orders throughout his Government, and not be remiss.

Written in the month of Rujub 1264 (June 1848).

*Memorandum.*—These firmans were confirmed by his Majesty the present Shah of Persia after his accession to the throne.

AGREEMENT with the Persian Government, concluded in August 1851, by Lieutenant-colonel *Shell*, Her Britannic Majesty's Minister Plenipotentiary and Envoy Extraordinary at the Court of Tehran, for the Search and Seizure of Persian Vessels suspected of being engaged in the Slave Trade; approved by Her Majesty's Government in the month of October 1851.

CONVENTION concluded between Colonel *Shell* and Ameer-é-Nizam for the detention and search of Persian Vessels by British and East India Company's Cruisers.

The Persian Government agrees that the ships of war of the British Government and of the East India Company shall, in order to prevent the chance of negro slaves, male and female, being imported, be permitted, for the period of 11 years, to search Persian merchant vessels in the manner detailed in this document, with the exception of the Persian Government vessels, not being vessels the property of merchants, or the property of Persian subjects; with those Government vessels there is to be no interference whatever. The Persian Government agrees that in no manner whatever shall any negro slaves be imported in the vessels of the Persian Government.

The Agreement is this:

1st.—That in giving this permission to search mercantile vessels and those of subjects, the search shall, from the first to the last, be effected with the co-operation, intervention, and knowledge of Persian officers, who are to be on board vessels of the English Government.

2d.—The merchant vessels shall not be detained longer than is necessary to effect the search for slaves. If slaves should be found in any of those vessels,

PERSIA.

the British authorities are to take possession of them, and to carry them away, without detaining or causing them (that is, the people of the ship importing slaves) any other damages besides that of depriving them of the slaves. The vessel itself in which the slaves have been imported shall, by the co-operation and knowledge of the officers of the Persian Government who are on board of the British cruizers, be delivered to the authorities of the Persian ports, who are there on the part of the Persian Government; and the authorities of this (the Persian) Government are to punish and fine, in a manner suitable to the crime he has committed, the owner of that slaving vessel who has acted in contravention of the commands of his Majesty the King of Persia, by importing slaves.

The British ships of war are not in any manner to interfere with the Persian trading vessels without the co-operation of the Persian Government officers; but the Persian Government officers must not on their part be remiss in the duty committed to them.

This convention is to be in force for a period of 11 years; and after these 11 years have expired and the stipulated period has elapsed, if the Persian vessels shall be interfered with, for even a single day beyond the 11 years, it will be opposed to the course of friendship with the Persian Government, and to the maintenance of her rights, and this Government will make a Mand for satisfaction.

If the slaves who have been heretofore in Persia, and are now there, should, from the present date and henceforward, wish to proceed by sea on a pilgrimage to Mecca or to India, or travel by sea, they must, with the knowledge of the British Resident in Bushire, procure a passport from the officer at the head of the Persian passport office in Bushire, and no exception shall hereafter be taken to any slave holding a passport. The passport (regulation) obtained with the knowledge of the British Resident at Bushire is like the other stipulations written above to be for a period of 11 years.

This agreement of the right of search, and the appointment of the Persian government officers to be on board the British cruizers, will come in force on the 1st of Rubee-ool-awul 1268 (1st January 1852).

From the date of this document to the above date there is no right of search.

The articles written in this document have from first to last been agreed to by both parties, and confirmed by the ministers of both governments, and nothing is to be done in contravention thereof.

Written in the month of Shuwal 1267 (August 1851).

Done in duplicate, signed and sealed by Meerza Tukeo Khan, Ameer-é-Nizam of the Persian Government. Date as above.

(signed) *Justin Shell,*

Her Britannic Majesty's Minister Plenipotentiary and Envoy Extraordinary at the Court of Persia.

AMPORE.

## RAMPORE.

TRANSLATION of the Agreement entered into by Nawab Mohumud Syeed Khan.

AGREEABLY to the order of the Governor-general, the government of Rampoor having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the patans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, nothing shall be altered from my friendly and affectionate feeling towards the daughter and

and widow of the late Nuwab Ahymud Ally Khan, on whom I settle the following allowances separately:

|                                                                             | Co.'s Rs.         |
|-----------------------------------------------------------------------------|-------------------|
| On the daughter of the late Nuwab - - - - -                                 | 1,000 per mensem. |
| On Sahib Mihil - - - - -                                                    | 400 "             |
| On Moontaj Mihil - - - - -                                                  | 400 "             |
| On Chundram - - - - -                                                       | 300 "             |
| On Dheuree Bala Khaneh - - - - -                                            | 300 "             |
| On the Dharee Khand - - - - -                                               | 300 "             |
| On the mother of Saaed Ally Khana, deceased son of the late Nawab - - - - - | 200 "             |
| On the mother of the daughter of the late Nawab - - - - -                   | 300 "             |
| On Kulloo Khanum - - - - -                                                  | 60 "              |
| On Mithoo Khanum - - - - -                                                  | 50 "              |
| On Much Mattee - - - - -                                                    | 50 "              |
| On four women singers - - - - -                                             | 50 "              |

Signed by the Nuwab Syeed Mohd. Khan.

Commissioners' Office,  
Rohilcund Division, Rampore,  
21st August 1840.

(A true Translation.)

(signed) Fras. Robinson, Officiating Agent.

## SATTARA.

SATTARA.

TREATY with the Raja of Sattara, dated the 4th September 1839.

TREATY between the Honourable East India Company and his Highness Shreemunt Maharaj Shahajee Raja Chutruputee of Sattara, concluded at Sattara on the 4th September 1839, by Lieutenant-colonel *Ovans*, Resident at Sattara, on the part of the Honourable East India Company, and by Eshwunt Rao Trimbeck on the part of Shahajee Raja Chutruputee, by virtue of full powers from their respective Governments.

Article 1.—All articles of the treaty of Sattara, dated the 25th of September 1819, which are not abrogated or modified by the present supplemental treaty, are hereby confirmed.

Art. 2.—It is hereby explicitly declared that the Raja has no present or prospective title or claim to any territory situated beyond the boundaries of the Sattara State as the same are laid down in the schedule dated the 29th March 1826, annexed to the aforesaid treaty, as follows: "The frontier extends from the Krishna and Warna on the south to the Neera and Bheema on the north, and from the Western Ghauts or Syadree Hills on the west, to the districts of Pundhurpoor and Beejapoor on the east."

Art. 3.—In modification of Article 7 of the aforesaid treaty, and to obviate future disputes, the Jageerdars herein named; viz.

1. The Raja of Akulkot,
2. The Punt Sucheo,
3. The Punt Prutee Nidhee,
4. The Duffa,
5. The Nimbalkur,
6. Shaikh Mira Waasekur,

are placed under the direct management and control of the British Government, their contingents and pecuniary payments, on the scale fixed in the time of Captain Grant, being reserved to the Raja.

## 82 TREATIES, CONVENTIONS, AND ARRANGEMENTS WITH THE

## THE PUNT SUCHEO.

SATTARA.

Art. 4.—The Raja binds himself to pay through the British Government, from the Sattara revenues, such annual allowance as may be considered proper by the British Government for the maintenance and support of his brother, Maharaj Prutap Siohu, the late Raja, and his family.

This supplemental treaty, consisting of four articles, being this day, the 4th of September 1839, settled and concluded at Sattara, to be binding and permanent, when ratified by the Right honourable Lord Auckland, Governor-general of India.

(signed) C. Ovens, Resident at Sattara.

(Large Seal of his Highness  
the Raja of Sattara.)

Ratified and confirmed by the Right honourable the Governor-general of India, at Simla, this 24th day of October, in the year of our Lord 1839.

(signed) Auckland.

PROCLAMATION against Suttee issued by the Raja of Sattara, on the 23d September 1839.

Proclamation by the Sirkar Shreemunt Maharaj Rajeshree Chutruputree Rajmundal.

It is hereby commanded from the Hoozoor, for the information of all the people of the Sattara Ilaka, that in the same manner as the practice of performing suttee has been prohibited within the territories of the British Government, it is hereby prohibited within the territory of this Sirkar, including the country of the Jageerdars and Juamdars. Every one is therefore required to conform to this proclamation from the 1st of October 1839. Whoever may disobey this order of the Sirkar shall be punished. This proclamation is issued that this may be known to all. Know this.

Dated this 14th of Rujub Soor Sun Arbyne Mya Tyn Wu Uluf (corresponding with the 23d of September 1839.)

(True Translation.)

(signed) C. Ovens, Resident, Sattara.

PROCLAMATION issued by the Raja of Sattara on the 23d September 1839, abolishing the Levy of Transit Duties in the Sattara Districts.

Proclamation by Sirkar Shreemunt Maharaj Rajeshree Chutruputree Rajmundal.

It is hereby commanded from the Huzoor, for the information of all the people of the Sattara Ilaka, that in the same manner as the transit duties, with the exception of the thulmor and thulbhurit (town duties), have been abolished within the British territories. The Sirkar abolishes, from the 1st of October 1839, the transit duties within the country of this Sirkar, including the country of the Jageerdars and Juamdars. It is therefore required that no one shall levy any transit duties. Whoever may collect them shall be visited with punishment by the Sirkar. This proclamation is issued that this may be known to all. Know this.

Dated this 14th of Rujub Soor Sun Arbyne Mya Tyne Wu Uluf (corresponding with the 23d of September 1839.)

(True Translation.)

(signed) C. Ovens, Resident, Sattara.

AGREEMENT between the Honourable East India Company and the Punt Sueho, dated the 3d February 1839.

THE late Punt Sueho Rughoonath Rao, having on his death-bed adopted the son of his half brother Ranijee Appa as his heir, which adoption, after a full consideration of the case, the Right honourable the Governor-general of India has been pleased to recognise, and orders having been received to this effect from the Honourable the Governor in Council of Bombay, as well as that the present heir, Chimmajee Rughoonath, being of tender years, a Karbharee should be appointed to manage the affairs of the Jageer, a communication was transmitted to Bhore on this subject, and in accordance with this communication, Damodur, Moreshwur, Verikajee Rungnath, and Sudasheo Khunderyo, having waited on the Resident, with full powers to make the arrangements pointed out by Government, the following Articles are hereby agreed to by the undersigned, on the part of Chimmajee Rughoonath Punt Sueho.

Article 1.—By the 1st and 2d Articles of the Treaty between the British Government and the Punt Sueho, under date the 22d April 1820, the Punt is bound to provide for the establishment in his Jageer of a good police, as also, that whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the Governments may demand them, and assistance must be afforded to the officers of either Government who may be sent for the apprehension of criminals and offenders. In elucidation of this article it is now also agreed, that the Punt fully recognises the right of the officers of the British Government to enter his territory in pursuit of offenders and stolen property, that he will aid these officers to the utmost of his ability in the performance of this duty, and that all such offenders and stolen property will be given up without demur to the British Government. All such evidence, &c., also, as may be required for the trial of British subjects before British Courts, for crimes committed in the Punt's country, are immediately to be forwarded as pointed out by the British authorities.

Art. 2.—It is also hereby understood and agreed to by the Punt, that the entire jurisdiction, civil and criminal, of the village of Payet, of the Poona Zilla, and of the Kuslea of Nughog, of the Ahmednuggur Zillah, shall be ceded to the British Government. These two villages being surrounded by the Company's Territory, and quite detached from that of the Punt Sueho, justice will henceforward be administered according to the rules and regulations in force in the British Territory.

Art. 3.—Whereas for the promotion of trade and commerce, the British Government has abolished all transit duties, the Punt Sueho, with the same object, consents to abolish those levies within his territories. The Punt also hereby agrees to adopt the same system as may be adopted by the British Government with respect to the compensation to be granted to all parties possessing Huks on the duties to be abolished by this article.

Art. 4.—It is also understood and agreed to, that the settlement made by the late Rughoonath Rao Punt Sueho with the bankers, for the payment of the debts of the estate, is to be strictly adhered to, and that no further debt is to be contracted on any account whatever, without the sanction of the British Government.

Art. 5.—It is also understood and agreed to that the annual allowances of Radha Bae, the grandmother and mother of the late Punt Sueho, are to be duly paid in the same manner as during the lifetime of Rughoonath Rao.

Art. 6.—It is also hereby declared and agreed to by the Punt Sueho, that the Company's rupee shall be the current coin within the Punt's territory, in the same manner as in the Company's country.

Art. 7.—The undersigned having been named by Gunga Bae Sueho as Karbharees for the management of the estate, they hereby agree that they will faithfully and honestly discharge their duty so as to give satisfaction to the British Government, to the Punt, and inhabitants at large. Yearly accounts of the

SATTARA.

receipts and disbursements of the Jageer are also to be rendered, and it is clearly understood that these Karbharees may be removed or changed as Government may deem expedient.

Art. 8.—Finally, it is understood that the above agreement refers to the territory of the Punt Sucheo within British jurisdiction.

In all the Eight Articles, as set forth, are agreed to :—

Soor Sun Tissa Sullase en Mya Tyne Wu Uluf the 17th of Tilkad (the 3d of February 1839).

1. (signed) *Damodur Moreshwur Gandekur*, in my own handwriting.
1. (signed) *Venkajee Rungnath*, in my own handwriting.
1. (signed) *Sudasheo Khundi Rao*, in my own handwriting.

*Memorandum.*—This agreement was approved and confirmed by the Bombay Government on the 16th February 1839, and by the Right Honourable the Governor-general of India on the 8th April following.

SAWUNT  
WAREE.

## SAWUNT WAREE.

AGREEMENT with the Sirdessee of Sawunt Waree, dated the 15th September 1838.

AGREEMENT entered into between *Alexander Elphinstone*, Esq., Collector of Zillah Rutnagherry and Ujum Rajey Khan Sawunt Bhousla, Bahadoor, Sirdessee of Praut Koodal, Sunsthan Soondur Waree (Sawunt Waree), dated 25th Jumadee-ool-Akhur, Soor Sun Tissa Sullaseen Mya Tyne Wu Uluf (corresponding with the 15th September 1838, A. D.)

Article 1.—Ujum Rajey Bahadoor does hereby renounce all claim to the sea and land customs, including the fee for stamping piece goods, which he has hitherto levied within as well as on the borders of the territory of the Waree Sunsthan. Hereafter the Rajey Bahadoor has no claim to the above-mentioned items of customs.

Art. 2.—Ujum Rajey Bahadoor does hereby make over to the British Government the right of establishing Nakas on the frontier of the Waree Umul, and the territory, consisting of Perné and other Mahals, now held by the Portuguese of Goa, and of levying customs there, as also of levying sea customs at the port of Banda. The British Government can levy the customs according to its own rules, and in any manner it pleases, to which levy the Rajey Bahadoor is not to raise any objection on any account.

Art. 3.—With the exception of the places mentioned in Article 2 of this agreement, the levy of land customs, including the fee for stamping piece goods, at all other places in the Waree Sunsthan Umul, is abolished.

Art. 4.—The British Government shall annually make a certain payment to the Rajey Bahadoor in lieu of the sea and land customs, including the fee for stamping piece goods, which the Waree Sunsthan hitherto levied, and of the Haks which the Hukdars received direct, after examining the collections for the three years, viz. 1834-35, 1835-36, and 1836-37; and after fixing the average, or a third of the total thereof, the amount of the average shall be annually paid to the Rajey Bahadoor.

Art. 5.—The Rajey Bahadoor, having signified his wish to the British Government that articles imported from Goa for his own use and for the use of his durukdars might be exempted from customs as long as the customs did not exceed rupees five hundred, the British Government complied with the request; and with a view to avoid constant trouble the British Government agrees to pay annually

SAWUNT  
WAREE.

annually to the Rajey Bahadoor, on account of the remission, a sum of rupees five hundred in cash, in addition to the amount of average alluded to in Article 4, and therefore the Rajey Bahadoor is not to raise any dispute on account of the above exemption.

Art. 6.—If the British Government should give orders to re-establish the levy of land customs in its own dominions, the Rajey Bahadoor is at liberty to levy customs within his territory at all land nakas, with the exception of the above-mentioned nakas on the Waree and Goa frontier, and seaports which have been made over to the British Government for the purpose of establishing nakas. If the British Government should not issue orders to levy land customs in his own dominions, the Rajey Bahadoor is not at liberty to levy them within his own territory. But should a decision (for levying) be passed (by the British Government), then the difference between the average of the customs of the frontier and seaport nakas, and the average agreed to be paid to the Rajey Bahadoor in Article 4, (that is) the average of the customs of the nakas at which the Rajey Bahadoor may commence levying customs, is not to be paid to him by the British Government.

The above are the Six Articles agreed upon.

(Small Seal  
of the

Dated 25th Jumadee-ool-Akhur (15th September 1838, A. D.) Waree State.)

(True Translation.)

(signed) *C. J. Erskine*,  
Deputy Secretary to Government.

*Memorandum.*—This agreement was confirmed by the Bombay Government on the 12th October 1838.

## S I N D.

SIND.

TREATY with the Government of Hyderabad in Sind, dated the 2d July 1834.

COMMERCIAL TREATY between the Honourable East India Company and the Government of Hyderabad in Sind.

WHEREAS in the first article of the supplemental treaty concluded between the Honourable East India Company and the Government of Hyderabad on the 22d day of April 1832 (corresponding with the 20th of Zilkad 1247 Hijree) it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties, &c., and, "after that the officers of the British Government who are versed in affairs of traffic will examine the said statement; "should the statement seem to them to be fair and equitable, and agreeable to custom, it will be brought into operation, and will be confirmed; but should it appear too high, his Highness Meer Moorad Alee Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties;" now, according to terms of the above stipulations, the contracting States, having made due inquiry, hereby enter into the following agreement :—

Article 1.—In lieu of a duty on goods proceeding up or down the River Indus, in virtue of the Fifth Article of the perpetual treaty of Hyderabad, there shall be levied on the rivers between the sea and Roopur a toll on each boat of nineteen Tatta rupees per Tatta Khurra, of which amount eight rupees shall be receivable by the Governments of Hyderabad and Khyrpoor, and eleven rupees by the other States possessing dominions on the banks of the rivers; namely, his Highness Buhawul Khan, Maharaja Runjeet Sing, and the Honourable the East India Company.

Art. 2.—To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts,  
341. L 3 and

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and consequent altercation and delay, touching the size of boats, the toll is fixed on thirty Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures five khurrars or one hundred khurrars, she will be reckoned as one of thirty.

Art. 3.—The portion of the toll above described appertaining to Sind, and amounting to two hundred and forty Tatta rupees on each boat, shall be levied at the bunder or port at the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versa*, and divided as the Governments of Hyderabad and Khyrpoor may think best.

Art. 4.—For the purpose of assisting in the ready realization of the toll due to Sind, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others, on the questions of hire, &c., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist between the States, it is settled that a British agent (who shall not be a European gentleman), under the authority of Lieutenant-Colonel Henry Pottinger, agent to the Governor-general of India, for the affairs of Sind, shall reside at the Bunder or Port at the mouth of the river where the cargoes are transferred from one description of boat to another; and the British Government binds itself that the said agent shall neither engage in trade nor interfere in any way with the fiscal or other affairs of the Sind Government. It is further settled, that when occasion connected with this treaty may render it advisable the Governor-general's agent for the affairs of Sind shall have the power of deputing one of his assistants to the above-described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

Art. 5.—For the more perfect fulfilment of this treaty it is hereby distinctly stipulated, that should any portion, however small or great, or of whatever description, of the merchandise or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandise or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties, as levied by the respective Governments within their own territories, the purpose of the toll agreed to by this treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the Governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this fifth article that the Governments have no claim to duties on merchandise merely passing up or down the river, and that the toll is all that is to be demanded; but should any portion, however small or large, of goods be landed and sold, then the usual duties shall be levied.

Written on the 2d day of July 1834 (corresponding with the 24th of Sufiur Anno Hijree 1250).

(signed) Henry Pottinger.

(A true Copy.)

(signed) Henry Pottinger.

*Memorandum.*—The above treaty, having been ratified by the Government of India, was, by order of that authority, published for general information on the 23d December 1834, in the Calcutta Government Gazette, and was republished in the Bombay Government Gazette on the 5th March 1835.

#### TREATY with the Ameers of Sind, dated the 20th April 1838.

TREATY between the Honourable East India Company and the Ameers of Sind, concluded by Colonel Henry Pottinger, Agent to the Governor-general for Sind, on the one part, and their Highnesses Meer Noor Mahomed Khan and Meer Nusseer Mahomed Nusseer Khan on the other, dated the 20th April 1838.

Article 1.—In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sind, the Governor-general in Council

Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sind and Maharaja Runjeet Sing, so that peace and friendship may be established between the two States.

Art. 2.—In order to secure and improve the relations of amity and peace which have so long subsisted between the Sind State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Hyderabad, and that the Ameers of Sind shall also be at liberty to depute a Vakeel to reside at the Court of the British Government; and that the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his Government.

Dated the 20th April 1838.

*Memorandum.*—This treaty was ratified by the Right honourable the Governor-general of India at Simla on the 20th April 1838.

#### KHYRPOOR.

Khyrpoor.

TREATY between the East India Company and his Highness Meer Roostum Khan of Khyrpoor, dated the 24th December 1838.

ARTICLE 1.—There shall be perpetual friendship, alliance, and unity of interests between the Honourable East India Company and Meer Roostum Khan Talpoor, and his heirs and successors from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

Art. 2.—The British Government engages to protect the principality and territory of Khyrpoor.

Art. 3.—Meer Roostum Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other chiefs and states.

Art. 4.—The Ameer, and his heirs and successors, will not enter into negotiation with any chief or state without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

Art. 5.—The Ameer, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

Art. 6.—The Ameer will furnish troops, according to his means, at the requisition of the British Government, and render it all and every necessary aid and assistance throughout its territory during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a "dam or dirham" of the territories enjoyed by his Highness and his heirs, nor the fortresses on this bank or that bank of the River Indus.

Art. 7.—The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Beloochees, servants, dependents, relatives, or subjects of the Ameer be listened to, should they complain against the said Ameer.

Art. 8.—In order to improve by every means possible the growing intercourse by the River Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

Art. 9.—In order to further secure the relations of amity and peace which have so long subsisted between the Khyrpoor State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Khyrpoor, and that the Ameer shall also be at liberty to depute an agent to reside at the

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Court of the British Government; and the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his Government.

This treaty of nine articles having been concluded, and signed and sealed by Lieutenant-colonel Sir Alexander Burnes, Knight, Envoy on the part of the Right honourable George Lord Auckland, G. C. B., Governor-general of India, and Meer Roostum Khan on the part of himself, Chief of Khyrpoor, the ratification by the Right honourable the Governor-general shall be exchanged within 45 days from the present date.

Done at Khyrpoor this 24th day of December 1838, corresponding with the 6th day of Shuval A. H. 1234.

(signed) A. Burnes,  
Envoy at Khyrpoor.

*Memorandum.*—This treaty was ratified by the Right honourable the Governor-general of India, in camp at Bhagapoorara, on the 10th January 1839.

**SEPARATE ARTICLE.**—Since the British Government has taken upon itself the responsibility of protecting the State of Khyrpoor from all enemies, now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor-general in time of war should seek to occupy the fortress of Bukkur as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate article having been concluded, signed, and sealed by Lieutenant-colonel Sir Alexander Burnes, knight, Envoy on the part of the Right honourable George Lord Auckland, G. C. B., Governor-general of India, and Meer Roostum Khan on the part of himself, Chief of Khyrpoor, the ratification by the Right honourable the Governor-general shall be exchanged within 45 days from the present date.

Done at Khyrpoor, this 24th day of December 1838, corresponding with the 6th day of Shuval A. H. 1254.

(signed) A. Burnes,  
Envoy to Khyrpoor.

#### TREATY with the Ameers of Hyderabad, dated the 11th March 1839.

TREATY between the British Government and the Ameers of Hyderabad, viz., Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

WHEREAS treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sind; and whereas circumstances have lately occurred which render it necessary to revise those treaties, and a separate treaty has already been concluded between the British Government and Meer Roostum Khan of Khyrpoor, the following articles have been agreed upon by the contracting parties:—

Article 1.—There shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

Art. 2.—A British force shall be maintained in Sind, and stationed at Tatta, or such other place westward of the River Indus as the Governor-general of India may select for its cantonment. The Governor-general will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

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Art. 3.—Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lac of rupees, being three lacs of rupees altogether of the Company's currency, or of that called Bakkroo or Timoree, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

Art. 4.—The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

Art. 5.—The four Ameers, parties to this treaty, shall remain absolute rulers in their respective principalities, and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

Art. 6.—The four Ameers, being confirmed in their present possessions by the preceding article, will refer to the Resident in Sind any complaint of aggression which one of them may have to make against another, and the Resident, with the sanction of the Governor-general, will endeavour to mediate between them, and settle their differences.

Art. 7.—In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-general by the Resident, the Governor-general will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

Art. 8.—The Ameers of Sind will not enter into any negotiation with any foreign chief or state without the knowledge and sanction of the British Government. Their amicable correspondence with friends and relations may continue.

Art. 9.—The Ameers of Sind will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required. These troops, when employed with the British forces, will be under the orders and control of the commanding officers of the British forces. The Sind contingent troops, if employed under British officers beyond the Sind frontier, will be paid by the British Government.

Art. 10.—The Bakkroo or Timoree rupee, current in Sind, and the Honourable Company's rupee being of equal value, the currency of the latter coin shall be admitted in the Sind territories. If the officers of the British Government establish a Mint within the territories of the Ameers, parties to this treaty, and there coin the Bakkroo or Timoree rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seignorage on the coinage, according to the customs of the country.

Art. 11.—No toll will be levied on trading boats passing up or down the River Indus from the sea to the northernmost point of that stream within the territories of the Ameers of Hyderabad.

Art. 12.—But any merchandise landed from such boats on their passage up or down the river, and sold, shall be subject to the usual duties of the country; provided always, that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

Art. 13.—Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Ghorabaree) at the proper season, and kept there, at the pleasure of the owners, till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandise either at Ghorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duties on them.

Art. 14.—The provisions of this treaty, agreed upon by the Governor-general of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Subdar Khan on

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the other part, shall be binding for ever on all succeeding Governments of India, and on the heirs and successors of the said Ameers in perpetuity, all former treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This treaty, consisting of 14 articles, having been signed in quadruplicate by the Right honourable George Lord Auckland, G. C. B., the Governor-general of India, at Bussee, on the 11th day of March 1839. One of these four documents will be separately granted through Colonel H. Pottinger, Resident, at Hyderabad, the negotiator of the treaties, to each of the four Ameers, on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sind, Colonel H. Pottinger.

Dated the 11th March 1839.

(signed) *Auckland.*

(True Copy.)

(signed) T. H. Maddock,  
Secretary to the Government of India,  
with the Governor-General.

Meerpoor.

## MEERPOOR.

TREATY of Fourteen Articles between the British Government and the Ameer of Meerpoor, Meer Sher Mahomed Khan, dated the 18th June 1841.

WHEREAS treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate treaty, on the same principle, is now entered into between that power and his Highness Meer Sher Mahomed Khan of Meerpoor, and the following articles have been agreed upon by the contracting parties :

Article 1.—That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpoor, Meer Sher Mahomed Khan.

Art. 2.—Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lac of rupees (50,000) of the Company's currency, in part payment of the expense of the British force stationed in Sind, viz., on the 1st February of each year.

Art. 3.—The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpoor from all foreign aggression.

Art. 4.—Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory. The officers of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

Art. 5.—The Ameer, being confirmed in his present undisputed possessions by the preceding article, will refer to the British representative in Sind any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor-general, will endeavour to mediate between them and settle their differences.

Art. 6.—The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties, and an umpire appointed by the Political Agent.

Art. 7.—In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-general by the Political Agent, the Governor-general will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

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Art. 8.—The Ameer will not enter into any negotiation with any foreign chief or state without the knowledge and sanction of the British Government. His amicable correspondence with his friends and relations may continue.

Art. 9.—The Ameer will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a proportional quota of troops to that supplied by the other Ameers, whenever required. Those troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces. The Ameer's troops, if employed beyond the Sind frontier, will be paid by the British Government.

Art. 10.—The Bakkroo or Timoorce rupee current in Sind, and the Honourable Company's rupee being of equal value, the currency of the latter coin shall be admitted in the Ameer's territory.

Art. 11.—No toll will be levied on trading boats passing up or down the River Indus from the sea to the northernmost point of that stream within the territories of the Ameer.

Art. 12.—But any merchandise landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

Art. 13.—Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Ghorabaree) at the proper season, and kept there, at the pleasure of the owners, till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandise either at Ghorabaree or anywhere else, except at the British cantonment, such merchant shall pay the usual duty.

Art. 14.—The provisions of this treaty, agreed upon by the Governor-general of India on the one part, and Meer Sher Mahomed Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer, in perpetuity.

Dated the 27th Rubec-ool-Avul A.H. 1257, (or the 18th June 1841, A.D.)

(signed) *Auckland.*

*Memorandum.*—This treaty was ratified by the Right honourable the Governor-general of India in Council on the 16th August 1841.

## SINDIA.

SINDIA.

TREATY between the British Government and the Maharaja Jyajee Rao Sindia, dated the 13th January 1844.

TREATY between the Honourable English East India Company and Maharaja Alijah Jyajee Rao Sindia, Bahadoor, and his children, heirs, and successors, settled, on the part of the Honourable Company, by *Frederick Currie, Esq.*, and Lieutenant-colonel *William Henry Sleeman*, by virtue of full powers to that effect vested in them by the Right honourable *Edward Lord Ellenborough*, one of Her Britannic Majesty's Most honourable Privy Council, Governor-general, appointed by the Honourable Company to direct and control all their Affairs in the East Indies, and on the part of his Highness Jyajee Rao Sindia by Rao Ram Rao Phalkia, Bahadoor Sumsher Jung, Deo Rao Jadhaw Mama Saheb, Dubeer-ood-Dowlah, Moonshee Raja Bulwunt Rao Bahadoor, Oodajee Rao Ghatgia, Moolla Jee, and Narayun Rao Bhao Yumajee Potnuvees, the sirdars nominated to conduct the affairs of the Government during his Highness's minority.

Article 1.—Every part of the treaty of peace concluded by General Sir Arthur Wellesley, K.B., at Surje Anjungaum on the 30th December 1803, and of the 341.

SINDIA.

treaty of alliance and mutual defence settled by Major John Malcolm at Boorhanpoor on the 27th February 1804, and of the definitive treaty of amity and alliance, with the declaratory article annexed, concluded by Lieutenant-colonel John Malcolm at Moostafapoor on the 22d November 1805, and of the treaty concluded between Captain Robert Close, on the part of the British Government, and Maharaja Alijah Dowlut Rao Sindia, on the 5th November 1817, as well as every part of all other treaties and engagements between the two States which may be now in force, except in so far as may be altered by this engagement, is to remain binding upon the two Governments.

Art. 2.—Whereas the late Maharaja Jankajee Rao Sindia engaged to defray all the charges of a force, to be commanded by British officers, and constantly stationed within his Highness's territories for the protection thereof and the preservation of good order therein, and the cost of such force hitherto has been about 5,00,000 of Company's rupees per annum, and the revenues and receipts set apart and assigned for the maintaining of the said force, together with other revenues now received by the British Government on his Highness's account, amount to the sum of 5,46,000 Company's rupees; and whereas it is expedient to increase the amount of such force, and to make permanent provision for defraying the charge thereof; it is therefore agreed between the British Government and his Highness the Maharajah Jyajee Rao Sindia, that in addition to all the revenues and other receipts already set apart for the purpose of maintaining the said force, or received by the British Government on his Highness's account, the revenues of the districts enumerated and territory described in the schedule (A.) to this treaty shall be appropriated to the maintenance of such force.

Art. 3.—It is further agreed that if the revenues of the districts, so enumerated and described in such schedule (A.), together with the revenues and payments mentioned in the foregoing article as set apart for the payment of the said force, or heretofore received on his Highness's account, shall, after defraying thereout all the charges of civil administration, exceed the sum of 18 lacs of Company's rupees, the surplus shall be paid over to his Highness Maharaja Jyajee Rao Sindia, and if the said revenues and receipts shall fall short of 18 lacs of Company's rupees per annum, the deficiency shall be made good by his Highness.

Art. 4.—And it is further agreed, for the better securing of the due payment of the revenues of such districts enumerated and described in schedule (A.), and for the better preserving of good order within the same, that the civil administration thereof shall be conducted by the British Government in the same manner in which the civil administration of other districts belonging to the Maharajah, of which the revenues are similarly assigned, is conducted by the British Government for his Highness.

Art. 5.—And whereas there is now due to the British Government the sum of 10 lacs of rupees, more or less, as may hereafter appear on examination of the accounts, on the score of charges of the contingent force, and a further sum of one lac on account of advances made to her Highness Baiza Bacc, and on other accounts, and the charges of the present armament of the British Government may be estimated at 10 lacs (after deducting therefrom the expense of furnishing to his Highness 6,000 men, with artillery and stores, free of cost to his Highness, under the provisions of the treaty of Boorhanpoor), and a further expenditure of 5 lacs will be incurred by the British Government in affording compensation for losses sustained during and in consequence of the late hostilities, and in other charges connected therewith; it is further agreed that his Highness shall pay to the British Government the sum of 26 lacs of rupees within 14 days from the date of this treaty, and in default thereof that the revenues of the several districts enumerated in schedule (B.) attached to this treaty shall, together with the civil administration of such districts, be made over to the British Government until such time as the said sum of 26 lacs of Company's rupees shall have been paid, together with interest at the rate of 5 per cent. per annum upon the same.

Art. 6.—And whereas the British Government is bound by treaty to protect the person of his Highness the Maharaja, his heirs and successors, and to protect his Highness's dominions from foreign invasion, and to quell serious disturbances therein, and the army now maintained by his Highness is of unnecessary amount, embarrassing to his Highness's Government, and the cause of disquietude to neighbouring states; it is therefore further agreed that the military force of all arms hereafter to be maintained by his Highness, exclusive of the contingent above

SINDIA.

above provided for, shall at no time exceed 9,000 men, of whom not more than 3,000 shall be infantry, with 12 field guns, and 200 gunners with 20 other guns; and his Highness the Maharaja engages to take immediate measures for the reduction of his army within the number above specified, and the British Government engages on its part to assist his Highness therein, should such aid appear to be required.

Art. 7.—It is further agreed that his Highness will discharge all pay due to the troops disbanded, and also give a gratuity of three months' pay to such of the officers, non-commissioned officers, and privates of the corps disbanded as may not be re-enlisted in the contingent, or in any new corps formed by his Highness.

Art. 8.—And inasmuch as it is expedient to provide for the due administration of the Government during the minority of his Highness the Maharaja, which minority shall be considered to terminate when his Highness shall have attained the full age of 18 years, and not sooner; that is, on the 5th Magh Vud Sumvut 1909, or 19th day of January, A. D. 1853, it is further agreed, that during such minority the persons entrusted with the administration of the Government shall act upon the advice of the British Resident in all matters whereon such advice shall be offered; and no change shall be made in the persons entrusted with the administration without the consent of the British Resident acting under the express authority of the Governor-general.

Art. 9.—And it is agreed, that the following persons shall in the first instance constitute the Council of Regency, and that the first-named person shall be president of the same: Rao Ram Rao Phalkia Bahadoor Shumsher Jung, Deo Rao Jadhav Mama Saheb, Dubeer-ood-Dowlah, Moonshee Raja Bulwunt Rao Bahadoor, Oodajee Rao Ghatgia, Moolla Jee, and Narayun Rao Bhao Yumajee Potnuvees.

Art. 10.—And inasmuch as it is fitting that her Highness Tara Bacc should have a suitable provision now made for the maintenance of her court, it is further agreed, that the sum of three lacs of rupees shall be annually set apart for that purpose, and be at her Highness's sole disposal.

Art. 11.—And it is further agreed, that the British Government shall, as heretofore, exert its influence and good offices for maintaining the just territorial rights of the Maharaja and the subjects of the State of Sindia at present existing in the neighbouring and other native states.

Art. 12.—This treaty, consisting of 12 Articles, has been this day settled by Frederick Currie, Esquire, and Lieutenant-colonel William Henry Sleeman, acting under the directions of the Right Honourable Edward Lord Ellenborough, Governor-general, on the part of the British Government, and by Rao Ram Rao Phalkia Bahadoor Shumsher Jung, Deo Rao Jadhav Mama Saheb, Dubeer-ood Dowlah, Moonshee Raja Bulwunt Rao Bahadoor, Oodajee Rao Ghatgia, Moolla Jee, and Narayun Rao Bhao Yumajee Potnuvees, on the part of the Maharaja Jyajee Rao Sindia; and the said treaty has been this day ratified by the seal of the Right honourable Lord Ellenborough, Governor-general, and by that of his Highness Maharaja Jyajee Rao Sindia.

Done at Gwalior, this 13th day of January, in the year of our Lord 1844, corresponding with 22d Zilhuj 1259 Hijree, and ratified the same date.

(Seal of Maharaja  
Alijah Jyajee Rao  
Sindia Bahadoor.)

(Seal of the  
Governor-general.)

(signed) *Ellenborough.*

(signed) *F. Currie.  
W. H. Sleeman.*

(Seal of Ram Rao  
Phalkia Bahadoor.)

(signed) *Ram Rao Phalkia Bahadoor  
Shumsher Jung.*

(Seal of Moonshee  
Raja Bulwunt Rao  
Bahadoor.)

(signed) *Moonshee Raja Bulwunt Rao.*

*Deo Rao Bhao Jadhav.*

(Seal of  
Oodajee Rao  
Ghatgia.)

*Oodajee Rao Ghatgia.*

*Narayun Rao Bhao.  
Moolla Jee.*

SCHEDULE (A).

SCHEDULE (A.) referred to in Articles 2 and 3 of the Treaty of Gwalior, being the Enumeration of Districts, with their estimated present net Revenues, and Description of Territory, assigned by his Highness Jyajee Rao Sindia for the maintenance of the increased Contingent Force mentioned in the said Treaty, in addition to the Revenues heretofore assigned and Payments heretofore received by the British Government on the part of his Highness.

|                          | Rupees.   |
|--------------------------|-----------|
| Bhanderee - - - - -      | 1,80,000  |
| Chanderee - - - - -      | 81,000    |
| Gur Mhow - - - - -       | 2,400     |
| Mhow Mehonee - - - - -   | 37,000    |
| Jawud - - - - -          | 2,29,000  |
| Jeerun - - - - -         | 37,000    |
| Indorkee - - - - -       | 37,000    |
| Gungapoor, &c. - - - - - | 16,000    |
| Yawul Chopra - - - - -   | 97,000    |
| Sitwas Nimawur - - - - - | 35,000    |
| Kutchwagur - - - - -     | 2,27,500  |
| Kuttungur - - - - -      | 1,60,000  |
| Hindia Hurda - - - - -   | 1,29,000  |
| Manpoor - - - - -        | 2,000     |
| Chur Thana - - - - -     | 800       |
| Nodha - - - - -          | 30,000    |
|                          | 13,00,700 |

And any other purgunnahs, districts, or lands whatsoever belonging to his Highness not above specified,\* which may be situated on the right bank of the River Sind, from its embouchure in the Jumma to the point at which it leaves the Ghauts near Khainwah (save and except the Fort of Nurwar, with the lands immediately surrounding the same, 38 villages, yielding 14,000 rupees, and Lebwa, Jagheer of Bulwunt Rao, yielding 2,000, and Bhingong, Jagheer of Bhao Potnuvees, yielding 2,000, the two last to be transferred hereafter, at the pleasure of the British Government, an equivalent being given for them in some other of the transferred districts, by mutual agreement), and from that point all such other purgunnahs, districts and lands, as may be situated below the summit of the Ghauts.

It is to be understood that all religious endowments and grants of a similar character *bonâ fide* existing at this date, and excluded from the rent-roll of the several districts, are to be respected and maintained, and that the assumption of the management of the new territories by the British Government does not involve the abolition of the "Suzeraineté" of the Maharaja, or of the proprietary rights of the inhabitants thereof.

(signed) F. Currie,  
W. H. Sleeman, and  
the Gwalior Negotiators.

N.B.—In addition to the lands above enumerated, the British Government receives as assignment for the former contingent, and on other accounts, sums to the amount of about 5,46,900 rupees, making the total aggregate receipts for the whole contingent force 18,47,600.

(signed) F. Currie,  
W. H. Sleeman, and  
the Gwalior Negotiators.

\* Such as Gondia, near Indurgus, yielding Rs. 30,000; Mehdek, 2,200; Pachore and Chandory, 250.

SCHEDULE (B).

SCHEDULE (B.) referred to in Article 5 of the Treaty of Gwalior, being an Enumeration of the Districts to be held and managed by the British Government till the debt due by the Gwalior State, mentioned in the said Article, is discharged.

|                         | Rupees.  |
|-------------------------|----------|
| Shoojawulpoor - - - - - | 2,55,000 |
| Shahjehanpoor - - - - - | 2,00,000 |
| Eesagur - - - - -       | 3,00,000 |

(signed) F. Currie,  
W. H. Sleeman, and  
the Gwalior Negotiators.  
  
(True Copies.)  
(signed) F. Currie,  
Secretary to the Government of India  
with the Governor-general.

(True Copies.)  
F. W. Prideaux,  
Asst. Examiner of India Correspondence.  
  
East India House, 7 July 1856.

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