

IX.—SAVANUR.

Abdur Rauf Khan, the founder of the Pathan family of Savanur, obtained in 1680 from the Emperor Aurangzeb the grant of the jagir of Bankapur, Torgal, and Azimnagar, with a command of 7,000 horse. The family, though connected by marriage with Tipu Sultan, was entirely stripped of its possessions by him, and the Nawab sought the protection of the Peshwa, from whom he received a pension of Rs. 48,000 a year. This was subsequently converted into a grant of territory, yielding an equal amount of revenue, through the intervention of General Wellesley.

As this petty State was rather a grant in lieu of pension than an independent jagir, the British Government, on its accession to the sovereignty of the southern Maratha country, exercised complete jurisdiction over Savanur; but when the grades of privileged classes were formed, the Nawab was placed in the first rank, and, in consideration of the former high position and power of the family, was declared to be no longer subject to the jurisdiction of the magistrate of the district.

In 1860 complete civil jurisdiction was conferred, as a special mark of Government favour, on the then ruling Nawab, Abdul Dalil Khan; in 1869, after his death, it was decided that this jurisdiction was personal to him, and could not be exercised by succeeding Nawabs without the express sanction of Government.

Abdul Dalil Khan died in 1862, and was succeeded by his eldest surviving son, Abdul Khair Khan, who received in 1866 an adoption Sanad (No. CXVI), and died in May 1868. He was succeeded by his son, Abdul Dalil Khan, who died in 1874 without male issue, and was succeeded by Abdul Tabriz Khan. On this succession a nazarana of Rs. 28,790 was levied.

Nawab Abdul Tabriz Khan died on the 26th July 1892, and was succeeded on the 30th January 1893 by his son, Abdul Majid Khan, who was born on the 7th October 1890. During the latter's minority the State is administered by the Diwan under the supervision of the Collector as Political Agent.

In 1894 an arrangement was made entrusting the abkari revenue to Government from the 1st August 1894; it was renewed in 1904.

In 1904 the State consented to its hemp drugs revenue being leased to the British Government up to the 31st March 1906. The arrangement



was extended in 1906 to the 31st March 1911, at an annual compensation of Rs. 1,246.

The area of Savanur is 70 square miles; the population, by the census of 1901, is 18,446; and the gross revenues amount to Rs. 1,00,536.

The State is neither tributary nor bound to maintain any contingent of horse or foot. It possesses (1905) 1 serviceable gun and 48 armed police.

The State is liable to the operation of the nazarana rules.



No. CXVI.

ADOPTION SUNNUD granted to the NAWAB of SAVANOR,—1866.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagement which record its obligations to the British Government.

(Sd.) J. LAWRENCE.

19th March 1866.

X.—NASIK AGENCY.

SURGANA.

Surgana is the only State under the political control of the Political Agent, Nasik. It lies to the north-west of the Nasik district, and is under a Chief called the Deshmukh.

The ancestors of the Deshmukh are Konkani Kunbis, who lived in the fastnesses round Hatgarh. During Muhammadan rule a nominal allegiance was claimed from them, and they were entrusted with the duty of preventing predatory incursions above the Ghâts by the Bhils and Kolis of the Dangs; of rendering military service when required; and of keeping open the roads that ran through their territory. For this they were granted several villages in Surgana. Under Maratha rule, on the Deshmukh refusing to pay any revenue, his country along with the Dangs was included in "rebel land" (Bandi Mulk). But as Surgana lay on one of the high roads between the Deccan and Surat, efforts were made to conciliate the Chief. The Deshmukh continued independent until 1818, when the British Government led an expedition against Malharji, the then Deshmukh, to punish him for an attack made on a police party stationed at Surgana. He was seized and hanged, and his cousin, Bhikaji, who had helped Government against Malharji, was recognized as the head of the Estate and vested with the chief authority. Bhikaji was murdered in a disturbance set up by Malharji's widow, when Yeshwant Rao, a minor son of Bhikaji, was recognized as the representative of the chief branch. The Chiefship descends in the line of one branch, while the representative of another brother has an equal share in the revenues, under orders of the Court of Directors of 1846.

Shankar Rao, who in due course succeeded to the *gadi* in 1867, managed the affairs of the State up to 1898 with the assistance of a Diwan. Shankar Rao died on the 2nd June 1898, and was succeeded on the 17th June 1899 by Pratap Rao, son of the late Chief by his first wife, who was born on the 8th August 1880, and installed in December 1901.

With a view to assimilating the abkari administration in Surgana to the system in force in the adjoining British districts, Shankar Rao Deshmukh had entered into an agreement, running for 10 years from the 14th February 1889, and on its expiry Government sanctioned its continuance during the minority of Pratap Rao Deshmukh, who, on being installed, made a fresh agreement, on the same lines, for 10 years from the 8th January 1902.



In 1903 the Deshmukh agreed to prohibit the cultivation of hemp, on consideration of his receiving a refund of $\frac{1}{4}$ ths of the duty levied on hemp drugs imported into the State.

The State has an area of 360 square miles, and a revenue of Rs. 20,000. The population, according to the census of 1901, is 12,398. The State pays no tribute to the British Government.

Surgana is liable to the operation of the nazarana rules.

XI.—SIND.

The Rajput dynasty which ruled in Sind is said to have been conquered about A.D. 711 by the Muhammadans from Arabia. About 1025 the country was annexed to the Ghaznvide empire by Mahmud; and, after various changes of rulers, it was incorporated into the Delhi empire by Akbar in 1591, from which it was again dissevered in 1740 by Nadir Shah, who exacted from it a tribute of above twenty lakhs of rupees. After the assassination of Nadir Shah, Sind became subject to the Durani rulers of Kandahar.

Before the invasion of Nadir Shah, the Kalhoras, a religious sect, had risen to power in Sind, and the Chief of the tribe, Nur Muhammad, had been recognised as governor of the province. It was during the rule of his brother, Ghulam Shah, that the connection of the British Government with Sind commenced by the establishment of factories at Tatta and Shah-bandar in 1758. In that year Ghulam Shah granted an Order (No. CXVII) for the establishment of the factories and for certain immunities to trade. This order was renewed (No. CXVIII) in 1761. During the rule of Sarfaraz Khan, the eldest son of Ghulam Shah, however, the trade was so much interfered with that the British Government found it necessary to withdraw their factories in 1775.

The violence and tyranny of Sarfaraz Khan and his successors, who from jealousy put to death three of the Chiefs of the Talpur tribe, led to the overthrow of the Kalhora dynasty. The Talpurs are a Baluch tribe, whose chiefs had long held the first place in the service of the rulers of Sind. To avenge the death of their Chiefs the Talpurs rose, and, headed by Mir Fateh Ali Khan, Talpur, expelled the Kalhora ruler Abdul-Nabi. This revolution took place in the year 1786. The measures which Fateh Ali took to establish his authority alarmed his relatives Mir Sohrab Khan and Mir Thora Khan. They fled, seized on Khairpur and Shah-bandar, and renounced the authority of their kinsman. Mir Fateh Ali was never again able to extend his authority over the whole province, which remained divided into three separate principalities, *vis.*, Hyderabad or lower Sind under Fateh Ali, Khairpur or upper Sind under Mir Sohrab, and Mirpur under Mir Thora. In Hyderabad, Fateh Ali divided his power with his three brothers Ghulam Ali, Karam Ali, and Murad Ali, and from their real or apparent unanimity the brothers received the appellation of the Char Yar, or four friends.

In 1799 the commercial intercourse between the British Government and Sind was revived, and Fateh Ali Khan issued an Order (No. CXIX)

granting certain privileges in favour of English trade. But the advantages of this trade proved to be overrated; the promises of the Amirs were insincere; the representative of the British Government was rudely compelled to withdraw; and the influence of the British Government in Sind was at an end. This arrogant and insulting behaviour of the Amirs was attributed to remonstrances from Zaman Shah, and to rumours of the growing power of the British Government consequent on the fall of Tipu Sultan.

Fateh Ali died in 1801, leaving half his territory to his brother, Ghulam Ali, and the remainder in equal shares to the other two brothers, with corresponding obligations for paying the expenses of the State and the annual tribute of thirteen lakhs to Kabul. In this arrangement Mir Sobhdar, the son of Fateh Ali, received no share of power. Ghulam Ali died in 1811, and his son, Mir Muhammad, was also excluded from power, which was divided between the two surviving brothers, Karam Ali and Murad Ali. The former died childless in 1828, leaving Murad Ali sole ruler of lower Sind. He died in 1835, leaving two sons, Nur Muhammad and Nasir. From this time till 1840 the government at Hyderabad was divided among the four sons of the Char Yar—Nur Muhammad Khan, the chief Mir, his brother Nasir Khan, and their two cousins, Sobhdar Khan, son of Fateh Ali, and Mir Muhammad Khan, son of Ghulam Ali. In 1840 Nur Muhammad died, leaving two sons, Shahdad Khan and Husain Ali Khan, under the guardianship of their uncle, Nasir Khan. Thus the heads of the Hyderabad family at the time of the annexation of Sind in 1843 were—Mir Nasir, Mir Sobhdar, Mir Muhammad, Mir Shahdad, and Mir Husain Ali, between whom Nur Muhammad had divided his possessions by will.

In upper Sind and Mirpur the Government remained undivided in the hands of single Chiefs. Mir Sohrab bequeathed his territory to his son, Mir Rustam, in 1830. Mir Thora had been succeeded in 1829 in Mirpur by his son, Sher Muhammad. These two Chiefs remained in power till the annexation.

The connection of the British Government was naturally more intimate with the Hyderabad family who governed the lower valley of the Indus than with the more remote branches of Khairpur and Mirpur. After his accession Ghulam Ali deputed an agent to Bombay in 1803, to apologise for the expulsion of the British Agency by his late brother. Friendly relations, however, were not at once established in consequence of the evasion of the demand of the British Government for compensation. But in 1808, when the British Government were concerting measures against the threatened invasion of the French and the Persians by way of Afghanistan, it was

deemed expedient to waive the demand. Captain Seton was sent as envoy to Sind on the part of the Bombay Government. He concluded an offensive and defensive Treaty* of seven Articles with Ghulam Shah. The Supreme Government, however, refused to ratify it, as it committed them to too close a connection with Sind, and they sent an envoy of their own, Mr. N. H. Smith, to make new negotiations. A Treaty of four Articles (No. CXX) was concluded on the 22nd August 1809, with the then surviving brothers of the Hyderabad family. This treaty provided for the exclusion of the French from Sind, and the interchange of agents between the British Government and Sind. In 1820 another Treaty (No. CXXI) was concluded with the two surviving brothers, Karam Ali and Murad Ali, by which they agreed to exclude Europeans and Americans from their territories, and to prevent inroads into the British dominions. The subjects of the two governments

* TRANSLATION of a DEED of AGREEMENT sealed and delivered by MIR GHULAM ALI, Hakim of Sind, to CAPTAIN DAVID SETON at Hyderabad, the 18th July 1808.

This Agreement has been drawn up in consequence of Captain David Seton, on the part of the Honourable Jonathan Duncan, Esq., Governor of Bombay, having arrived at Hyderabad, and having formed a firm alliance between the Government of Sind and the Honourable Company and Honourable Governor aforesaid.

ARTICLE 1.

That a firm alliance shall exist between the two States, and the friends of one the friends of the other, and the enemies of one the enemies of the other; and this shall remain for ever.

ARTICLE 2.

When the assistance of troops is required by either of the parties, it shall be granted when asked.

ARTICLE 3.

That the disaffected of one government shall not be protected by the other.

ARTICLE 4.

That when the servants of the Sind Government shall wish to purchase warlike stores in any of the ports belonging to the Honourable Company, they shall be permitted to do so, and be assisted in their purchases, and on paying their value be allowed to depart.

ARTICLE 5.

That an Agent on the part of the Honourable Company, for the increase of friendship and good will, shall reside at the Court of the Mir of Sind.

ARTICLE 6.

The claims on account of former loss in the time of Mr. Crow shall be dropped.

ARTICLE 7.

That a British factory in the town of Tatta only, on the same footing as in the time of the Kalhoras, shall, after the full satisfaction, perfect confidence, and with the leave of this government, be established.

And through the blessing of God there shall be no deviation from this firm alliance.

Dated 1st Jamadi-us-sani 1223, or 24th July 1808.



were to be permitted to reside in each other's territories on condition of orderly and peaceable conduct.

On the 4th April 1832 the first Treaty (No. CXXII) was concluded with the Khairpur family. Its provisions were chiefly of a commercial nature, Mir Rustam agreeing to throw open the navigation of the Indus,* on the same condition as might be settled with the Hyderabad Amirs. The terms with the Hyderabad Amirs (No. CXXIII) were concluded on the 20th and 22nd April 1832, and provided for the passage of traders by the rivers and roads in Sind, subject to fixed duties, on condition that no armed vessels or military stores should be conveyed by these routes, and that English merchants should not settle in Sind, but should leave the country as soon as their business should be transacted. In 1834 this treaty was modified by another (No. CXXIV), which substituted for a duty on goods a toll of Rs. 570 between the sea and Rupar, of which Rs. 240 were to be paid to the Sind Amirs, and the remainder to Bahawalpur and Ranjit Singh, and which provided that bulk broken in the voyage should be charged with the local duties levied by the respective governments within whose territories the goods were sold.

The later treaties with the Amirs of Sind were more of a political nature, arising out of the measures taken by the British Government to re-establish Shah Shuja in Kabul, to which it is necessary more particularly to advert.

In 1836 Ranjit Singh put forward claims to a tribute of twelve lakhs of rupees from Sind, and threatened the invasion of Shikarpur; but the British Government induced him to abstain from hostilities, and offered to the Amirs of Sind to mediate a settlement of Ranjit Singh's claims, on condition of their granting certain concessions in favour of trade on the Indus; receiving a British agent at Hyderabad; and conducting all their relations with Lahore through the British Government. A provisional Engagement (No. CXXV) was concluded in 1836 with the Hyderabad Amirs for opening the trade on the Indus and stationing a British agent at Shikarpur. Great repugnance, however, was shown to the reception of a British agent at Hyderabad. Nur Muhammad Khan asserted that he was too weak to accept such a measure, which was opposed to the feelings of his family and the whole Talpur tribe. But as concession on this point was made the essential preliminary condition of British mediation with Ranjit Singh, the Amir at last consented, and a Treaty (No. CXXVI) was concluded, on the 20th April 1838, with Nur

* Regarding trade on the Indus see *Treaties with Ranjit Singh and the Nawab of Bahawalpur*, Vol. VIII, Lahore and Bahawalpur.

Muhammad. Separate agreements to the same effect were given at the request of Nur Muhammad to the other Amirs, Mir Nasir and Mir Sobhdar the object of this being to secure Nur Muhammad in the position of head of the Hyderabad family.

The 4th article of the tripartite treaty* between the British Government, Ranjit Singh and Shah Shuja, bound Shah Shuja to abide by whatever the British Government should settle regarding Shikarpur and the territory of Sind on the right bank of the Indus. Article 16 provided that Shah Shuja should relinquish all claims to supremacy over Sind and to arrears of tribute, on the condition of the payment by the Amirs of such a sum as the British Government might determine, out of which fifteen lakhs were to be paid to Ranjit Singh. In consideration of the advantages to be secured to the Amirs by the cessation of their dependence on Kabul and of all tributary claims, they were to be required to assist in the passage of the British armies to Afghanistan; to permit the temporary occupation of Shikarpur and as much territory as would form a secure basis for the intended military operations; and to suspend that article of the treaty of 1832 which prohibited the transport of military stores by the Indus. The Amirs were at the same time told that any engagement on their part with the Shah of Persia would be considered as hostile towards the British Government. The Resident in Sind was also empowered, in the event of the British policy being opposed by the leading Amirs, to place at the head of the administration any member of the family whose disposition might be friendly, and who might have sufficient influence in the country to recommend him.

With the exception of Sobhdar Khan, the Amirs of the Hyderabad family manifested the strongest disinclination to comply with the demands made on them. Less difficulty was found with the Khairpur family. Mubarak Khan indeed, and a small party attached to him, were subservient to the counsels of their relatives at Hyderabad. But Mir Rustam Ali Khan, who had long manifested a desire for a treaty with the British Government, by which he should be recognised as independent of Hyderabad, entered willingly into the British policy. A Treaty (No. CXXVII), similar to that made in the same year with the Nawab of Bahawalpur,† was concluded with him on the 24th December 1838, by which his territory was taken under British protection; he acknowledged the British supremacy; was guaranteed in the independent administration of his territory; and engaged to abstain from political

* See VIII, Lahore.

† See Vol. VIII, Bahawalpur.



intercourse with other States ; to assist in the passage of troops through his territory ; and to cede temporarily the fortress of Bakkar as a *dépôt* for treasure and munitions of war. Subsidiary agreements were at the same time given to the other Amirs of the Khairpur family, Mir Mubarak, Mir Muhammad, and Ali Murad. It was at first intended to exclude Mir Mubarak from these arrangements in consequence of his avowed opposition to the British Government, but at the request of Rustam Ali a guarantee was given to Mir Mubarak as well as to the other Amirs.

In the meantime much opposition was experienced by the Resident at Hyderabad. The Amirs were very reluctant to admit the pecuniary claims of Shah Shuja, and pleaded that the Shah had already granted them releases* written on the Koran from all tributary payments. Mir Sobhdar was throughout friendly in his bearing, but the other Amirs, more particularly Mir Nur Muhammad and Mir Nasir, acted with deep duplicity. While professing a strong desire for cordial friendship, they were holding secret intercourse with Persia. They threatened in a most insolent manner to oppose the passage of Shah Shuja ; permitted the Resident to be insulted and stoned ; gave secret orders that no assistance should be rendered to the

** Shah Shuja-ul-Mulk to Murad Ali Khan.*

As the slaves of the presence are now about to proceed to conquer Khorasan and Iran, I have entered into the following treaty, which I swear by God and the Koran to abide by. I will not remain above fifty days at Shikarpur, and will encamp on the Baghi Shahi. At the close of the above period, the slaves of the presence will move into Kandahar, and I bestow Sind and Shikarpur and their dependencies on you and your heirs and successors in the same manner that you now hold them. They shall be your territories and property. There shall be no oppression of the smallest degree, and besides that, the royal favour will be greatly extended towards you, so that all the world may know it. This treaty is vouchsafed on the Koran for your perfect satisfaction.

Written the 7th of Muharrum, 1200 Hijra.

(The King's Sign Manual.)

N.B.—The following remark is written in the handwriting of the King himself :—

"This Treaty is confirmed by the Koran. The royal slaves have bestowed of their own free will and pleasure the country of Sind and Shikarpur as a jagir on Mir Murad Ali Khan."

Shah Shuja-ul-Mulk to the Amirs Nur Muhammad Khan and Nasir Muhammad Khan.

I hereby, in the name of God and by the Sacred Koran, make this agreement, by which I bestow on you the country of Sind and Shikarpur, and all their dependencies, as a jagir, which you are to enjoy and hold generation after generation. The said country will remain with you for the future, and no sort of oppression, however small, shall be attempted or practised. The friends and enemies of the King shall be considered your friends and enemies. Should you require any assistance in the way of troops on account of Sind and Shikarpur, it shall be afforded from the royal army agreeably to your wishes. The slaves of the presence have no sort of claim or pretensions on Sind or Shikarpur and their dependencies, nor will any be made. The treaty which the fortunate slaves wrote with the royal handwriting on the Sacred Koran, in the name of Murad Ali Khan, of blessed memory, is renewed, as well as what is herein stated to you, and not a hair-breadth's difference shall occur in it. The royal favour and approbation shall be bestowed and showered on you beyond that shown to the other well-wishers of the King.

(Signed by the King's Sign Manual in red ink.)

British force from Bombay ; and tampered with the Nawab of Bahawalpur to seduce him from the alliance which he had just concluded with the British Government. The paramount importance, however, of hastening the completion of the measures for the occupation of Afghanistan induced the British Government to abate their demand, provided they could secure the passage of troops. The Resident therefore offered to the Amirs a treaty which recognised the distinct independence of each of them, but provided for a subsidised British force being stationed in their country, and for the exemption of Mir Sobhdar from all payment on account of the expenses of that force. The treaty was rejected by the Amirs, and every appearance of open hostility was exhibited. Preparations were made to attack their capital, when the Amirs assented to the demands made on them and signed the treaty. But as a punishment for their hostility, a new condition was insisted on that the Amirs of Hyderabad, with the exception of Mir Sobhdar, should pay seven lakhs of rupees each, being twenty-one lakhs in all, to Shah Shuja, as the condition of their exemption from further claims.

While these events were occurring at Hyderabad, the reserve force from Bombay was fired on while approaching Karachi, and its landing was opposed. Fire was, therefore, opened on the fort; and its sea-face was levelled with the ground. The fort was taken, and the governor was required in February 1839 (No. CXXVIII) to give over the military occupation of it to the British Government.

The treaty which had been concluded between the Resident and the Amirs was not confirmed in its entirety by Government. Several modifications were made, and it was reduced from 23 to 14 articles. The revised treaty dated the 11th March 1839 (No. CXXIX), signed by the Governor-General, was offered separately for the acceptance of the four Amirs. After some demur the Amirs signed it, being chiefly induced to do so by the example of Mir Sobhdar.

In the meantime Mir Sher Muhammad, of Mirpur, also expressed a wish to enter into a treaty with the British Government. His object was to obtain the same concession as had been granted to Mir Sobhdar of Hyderabad, that is to say, exemption from all payments towards the subsidiary force. Government, however, refused to treat with him on such terms, and required a payment of half a lakh a year. To this the Amir assented, and a treaty (No. CXXX) was concluded with him in June 1841.

Delay and difficulty soon began to be felt in realising the tribute from the Amirs, and Lord Ellenborough, deeming the demand of pecuniary tribute from Native States to be a constant cause of misunderstanding, resolved to



commute it, whenever possible, to a cession of land. In pursuance of this policy, negotiations were opened with the Amirs for the cession of Shikarpur in lieu of the tribute. Mir Nasir of Hyderabad readily offered to cede his own share of Shikarpur, and that of his late brother, Mir Nur Muhammad, on condition of being allowed to retain the nominal sovereignty. The negotiations were nearly concluded, when the first news of the disasters at Kabul arrived and caused an entire change of feeling in the Amirs, leading them to break off the discussion. Mir Rustam Ali of Khairpur and Mir Nasir of Hyderabad also began to intrigue for the expulsion of the British forces from Sind. They were therefore distinctly warned that the result of bad faith to their engagements would be the loss of their territories.

In August 1842 Sir Charles Napier was appointed to the military command in Sind and Baluchistan, and invested with authority over all civil and political officers in those countries. Besides suspicion as to the fidelity of the Amirs, there were other circumstances arising out of a misunderstanding of those articles of the treaty relating to trade, which called for a revision of the engagements. The most important discussion related to the interpretation of the 11th article. The Amirs insisted that the article exempted only foreign boats from duty on the Indus, while the British Government maintained that all boats, both of Sind and of other States, were entitled to pass duty-free. The objects which were to be kept in view in any new engagement with the Amirs were the free navigation of the Indus; the cession of territory in exchange for tribute; the establishment of a uniform currency in Sind; and the cession of territory to the Nawab of Bahawalpur, who throughout the disasters in Afghanistan had remained faithful to his engagements. A draft treaty embodying these demands was offered to the Amirs towards the close of 1842, who protested against them. There seemed to be no hope of an amicable settlement; and the British troops were advancing to enforce the demands, when on the 9th February 1843 the Amirs intimated their willingness to subscribe the treaty if Rustam Ali Khan of Khairpur were restored to his rights of which he had been deprived by his younger brother, Ali Murad Khan.

Mir Sohrab of Khairpur had retired from public life in 1811, and abdicated in favour of his son, Mir Rustam Ali. But by his will, which he made in 1829, he divided his territory among his sons in four shares, of which Mir Rustam, as the successor to the Turban, held two, and Mubarak Ali and Ali Murad were to receive one each. Mir Ali Murad, who was an infant at the time of his father's death, and was committed to the care of Mubarak Ali, always believed himself to have been defrauded by his guardian. However



this may be, he received * from the British Government in 1838 a separate guarantee for the estates he held in Khairpur. Mubarak Ali died in 1839, but the dispute was inherited by his son, Mir Nasir, with whom Mir Rustam Ali sided. In September 1842 the brothers met in battle. Rustam Ali and Mir Nasir were defeated, and signed the Naunahar Treaty,† by which they

* See above, page 329.

† TRANSLATION of the TREATY made between MIR RUSTAM KHAN, Talpur, and MIR ALI MURAD KHAN, Talpur, as written on the Koran, which was produced by Ali Murad to the Commission in 1850.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised !

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela in which Mir Nasir Khan was proved to have encroached, Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, and considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of his army, I give over the villages of Khanwahan, Abayani, Bacha, Dari, Gharakna, the villages Raina and Palijsa, with my free-will, and that of Mir Nasir Khan to Ali Murad Khan, that he may enjoy them from the commencement of the season Kharif 1253, and I (Mir Rustam) will depute a vakil to get this treaty sanctioned by the British authorities. I will never cause any molestation against the said villages ; neither my sons nor Mir Nasir Khan, nor his relations, will raise any claim to this country. If they attempt to do so they are false ; and as regards the villages of Babarloi, Abri and Shah Bela, Muhammad Obag and Mahlani, which are the right of Mir Ali Murad Khan, although they were in the possession of Mir Mubarak Khan, Mir Ali Murad Khan has got them back through the British Government ; neither Mir Nasir Khan nor his children are to set forth their claims to the said villages or apply to the British Government for them. If they attempt to do so they are false, and I, together with my sons, shall take part with Mir Ali Murad Khan, as he is in the right, and the boundary of Sundarbela, as may be settled by the Amirs, I will give into the possession of Mir Ali Murad Khan. There is no difference in this treaty, nor will any be made. God is witness.

Rustam
Fakir,
Talpur.

Mir Ali
Akbar Khan,
Talpur.

Mir
Nasir Khan,
Talpur.

Dated 9th Saban 1258.

COPY of the TREATY of Naunahar written on the leaf said to have been extracted from the Koran.

Translation.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised !

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela, in which Mir Nasir Khan was proved to have encroached, Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, etc., considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of the army, I give over the villages of Khanwahan, Abayani, Bacha, Dari, Gharakna, the villages Raina and Palijsa, with my free-will, and the village Dadlo, and pargana (a) Mathela with my own free-will and that of Mir Nasir Khan.

(a) The word "deh" appears here to have been altered to "pargana," and in attempting to make "be-marzi" into "Meharki" the papers seem to have been spoiled.

assigned nine villages to Ali Murad, seven of which belonged to Mir Rustam Ali, and two to Mir Nasir. When Sir Charles Napier arrived in upper Sind Mir Ali Murad complained to him that his brother, Rustam, was endeavouring to secure the succession to the Turban to one of his own sons to the prejudice of Ali Murad's right. Sir Charles Napier replied that by treaty the Chieftaincy belonged to Mir Rustam Ali for life, but that at his death it would be transferred to Ali Murad. With this assurance Ali Murad seemed satisfied, and from that day he attached himself firmly to the British interests. When the British army was advancing to enforce the demands contained in the draft treaty, Mir Rustam Ali offered to come into Sir Charles Napier's camp and put himself under his protection. He was told he should rather seek the protection of Ali Murad. He did so, and shortly afterwards it was reported that he had resigned the Turban to his younger brother, and had written the resignation* in the most solemn manner in the Koran. The resignation was made after Mir Rustam Ali had taken from Mir Ali Murad an engagement† securing a provision for himself, his sons and his nephews. When Sir Charles Napier heard of the resignation, he asked for an interview with Mir Rustam Ali. But the Amir did not wait for it. He fled to the desert, and Ali Murad was recognised by Sir Charles Napier as Chief of Khairpur. It was for the restoration of Mir Rustam Ali

* Praise be to God and blessings on the Prophet and his family.

Mir Rustam Khan, Talpur, has made a compact, and formed a treaty with Mir Ali Murad Khan, Talpur, to this following effect:—At this time during the supremacy of the powerful and exalted English Government, and from the autumn of 1253, I Mir Rustam Khan, of my own free-will and pleasure, according to the rule and custom of the Chiefs of Hyderabad, present to Mir Ali Murad Khan (who is worthy of the Chiefship) the Turban of the Chiefship and brotherhood with the control of the whole of my country, with the (sar shumari) capitation tax (mir-bahri), river dues, and (jaziya) tax on others than Muhammadans, and farms, and tolls, and fisheries, as specified below, so that during my lifetime, having occupied the seat of Chiefship, he may take into his entire possession the countries specified below. No one of my sons or nephews has or shall have claim or entry in this same Turban and this same country, which I of my free-will and pleasure bestow in gift. If any one advances a claim, he is a liar. The administration of affairs, the control of the army, the negotiations with the English, all now depend on the will of Mir Ali Murad Khan. In this compact the oath of the Koran is used; there shall not be the variation of a hair's breadth. God is sufficient witness. Written on the 17th Tekiad 1258 A.H. (December 20th, 1842); 1st, Parganas Kholiara Chehur, Alliarra, and Kahtera; 2nd, Parganas Naushahra Firoz; 3rd, ditto Kandbarra, with Cherpur and Lahari; 4th, Sad Kokani; 5th ditto Mirpur, Manhilas, and Kanurki; 6th, sandy territory in Rene and Nara; 7th, forts Sahagarh, Sirdashgarh, and other forts; 8th, Parganas Obara, Khairpur, Harki; 9th, ditto Imamwa; 10th, ditto Bahunak and Burah; 11th, one-third of Sabzal and Parganna Muzaka; 12th Pargana Shikarpur Mor Ali; 13th, ditto Rupa; 14th, ditto Balbadka; 15th, ditto Chak Muzargah; 16th, ditto Kashmir.

† I, Mir Ali Murad, Talpur, requested Mir Rustam Khan, on account of his old age and weakly state, to abdicate the Turban in my favour and give over in writing all the country; that I would be responsible in every way to the British Government. The Mir consented to abdicate the Turban and to give over in writing the whole country and also the fortress, but he required

to the rights of which he had been thus deprived, involuntarily as was afterwards proved, that the Amirs stipulated as the condition of their signing the proposed treaty. Major Outram, the British Commissioner, had no power to re-open this subject. At last, the Amirs, except Nasir Khan of Khairpur, signed the Treaty (No. CXXXI) leaving Mir Rustam Ali's rights to future investigation. Next day the residence of Major Outram was attacked by 8,000 of the troops of the Amirs. After a most gallant defence the escort made their way to the main army. The battles of Miani and Dabo subjected the whole of Sind to the British Government, with the exception of the possessions of Ali Murad, who was established as Chief of Khairpur in the territories which belonged to

that I would agree to four Articles, after which he would give over to me in writing the whole country. These Articles are as follows :—

ARTICLE

That the country north of Rori, according to the proclamation, belongs to the British.

ARTICLE 2.

The country belonging to the sons of Mir Mubarak Khan.

ARTICLE 3.

The country belonging to the sons of Mir Rustam Khan.

ARTICLE 4.

My (that is Mir Rustam's) expenses.

I consented to the above Articles, taking upon myself the whole responsibility. I do now declare, giving the same in writing, that if the British Government remonstrate with Mir Rustam Khan and demand why he made over the country north of Rori to Mir Ali Murad, I will be answerable and satisfy the English Government. If they demand the country, I will give it up, but I will not allow Mir Rustam Khan to suffer one word of annoyance. To the sons of Mir Rustam Khan, whom I look upon as my own brothers, I will restore their jagirs; I will in no way depart from this. To take one span of their lands is unlawful. I have no claim whatsoever to their jagirs; it is their right, and their right they shall receive. The country belonging to the sons of Mir Mubarak Khan should I not take the British Government will. I will, therefore, now appropriate their country, which I will afterwards make over to them. I have no claim whatever on their country; one single span of their country in my possession would be unlawful; the country is their right, and their right they shall receive. As for Mir Rustam Khan, his family servants, male and female slaves, I will provide for all either in land or in money; nothing shall be deficient. I will serve him as he wishes. These Articles I have written out in the form of a treaty that hereafter they may remain as proof, and that no differences may occur. God is my witness.

Dated the 16th Zulkadr, 1258, A.D. 19th December 1842.

Postscript.—Mir Rustam Khan to retain possession of Khairpur for life.

Dated as above.

Confirmed.

Mir Ali
Murad's
Seal.

Mir Rustam, both by inheritance and in right of the Turban, as well as in the lands of which he himself stood rightfully possessed at the time of the conquest.

As all the territory of Sind, with the exception of the portion to be continued to Mir Ali Murad, was confiscated by the British Government, it of course became Mir Ali Murad's interest to establish his right to as large a portion of the lands of Khairpur as possible. To effect this he attempted to alter that clause of the treaty of Naunahar, which conferred on him two villages belonging to Mir Nasir Khan, in such a manner as to secure for himself large districts of the same name instead of insignificant villages. In doing so the leaf of the Koran on which the treaty was written became spoiled. The leaf was therefore extracted and the treaty was written on a fresh leaf in such a way as to suit Mir Ali Murad's purpose. This fraud was clearly established by a Commission, which met in 1850 to investigate the matter, and as a punishment for it Ali Murad was degraded from the rank of Rais of Khairpur, and deprived of all his territories, except those which he inherited under his father's will.

In 1866 Mir Ali Murad Khan was assured by Sanad (No. CXXXII) that any succession to his State, which might be in conformity with Muhammadan law, would be respected. He was made a Knight Grand Commander of the Indian Empire in 1891, and enjoyed a personal salute of 19 guns. He died on the 2nd April 1894, and was succeeded by his son, Mir Faiz Muhammad Khan, who was born in 1835. The latter was appointed a Knight Grand Commander of the Indian Empire in 1897, and in January 1906 his salute was raised from 15 to 17 guns as a personal distinction. He enjoys first class jurisdiction, having power to try for capital offences any persons except British subjects. His Highness has two sons, Mir Imam Baksh Khan and Mir Ahmed Ali Khan.

In 1895 the Mir ceded to the British Government the land which was, or might thereafter be, required for the Kotri-Rohri railway, together with full civil and criminal jurisdiction over the railway line.

In March 1901 the Chief entered into an Agreement (No. CXXXIII) taking effect from the 1st August 1900, for the cession of certain lands required by the British Government for the Jamrao and eastern Nara systems of canals, and for the settlement of the western boundary of the State. By this agreement the centre of the deep stream of the river Indus, as it flowed in March 1900, has been recognised to be the permanent boundary between the Khairpur State and the British district of Larkhana.

In 1903 the State Chalan silver currency was converted into British India silver currency, at the rate of 100 British Rupees for every 140 Chalan Rupees.

In August 1905 the Secretary of State for India sanctioned the acceptance of the Mir's offer to raise and maintain, for purposes of Imperial defence, a baggage camel corps, consisting of 240 camels, with about 80 sarwans, together with a camel escort of 40 to 50 men.

The area of Khairpur is 6,050 square miles. The revenue is collected mainly in kind, the Mir receiving one-third, which is estimated at Rs. 15,99,068; a considerable portion of this amount, however, is alienated in jagirs to the members of Ali Murad Khan's family. The population, according to the census of 1901, is 199,313.

The military forces of the State consist (1905) of 210 infantry, 4 artillerymen, 29 serviceable and 16 unserviceable guns. The State pays no tribute either to the British Government or to any Native State.

The ordinary salute of the Mir of Khairpur is 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

After the conquest the deposed Amirs were removed from Sind, and pensions were granted to them by the British Government. They are now all dead; but their descendants continue to receive liberal pensions. All members of the Talpur family have been permitted to return to Sind. The pensions at present drawn by the descendants of the deposed Amirs and their dependants amount to Rs. 2,05,503 a year, distributed thus—

	Rs.
The Hyderabad family	97,838
„ Khairpur „	61,405
„ Mirpur „	46,260
	<u>2,05,503</u>

No. CXVII.

PERWANNAHS, etc., from the PRINCE of SINDH in 1758.

No. 1.—COPY (attested by CODJEE MAHOMED YAYA) of the Perwannah from GHOLAM SHAH ABASSIE, dated the 22nd September 1758.

Be it known to all commanders, officers, fuqueers, farmers, and inhabitants of Durat, Laree-bunder, Aurunga-bunder, Gairanchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar, Agur, Goozer Rajah Gunt Johibar, Sarkar Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Nohorey Abey, etc., places belonging to Sircar, that Mr. Sumption, gomastah belonging to the Honourable English Company informed me here that on all the goods he purchases and sends for the Honourable Company to Bombay he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual, but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, etc., half of what customs, etc., charges (such as passports, convoy, lodging, Duan Towff, Canah, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in the Sircar's place, or anywhere else; but no officers, farmers, etc., are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, etc., or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same and any European goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; and the customs on the elephants' teeth are to be received on the amount of sale when they are sold. And should Mr. Sumption either buy or build a house or warehouse at Aurunga-bunder or



at Tatta, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the government; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. 2.—TRANSLATION of GHOLAM SHAH, PRINCE of SINDH'S Perwannah, for the HONOURABLE COMPANY'S customs, privileges, etc., at Sindh, dated 22nd September 1758.

To all Fuqueers (a term for the Scroys, or people of the prince's caste, inhabitants of the upper part of the country), Diredars, Muttaseddees that are at present or shall in future come into offices of the customs, whether under the sovereign power or farmed out at the Dirt or (Tatta custom-house), Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar (or grain custom-house), Agur, Guzer Rajah Gunt, Johibar, Sarkar Cachlon Charcarhallow (names of countries), Sarkar Nasseepore, Holcandy, Sarkar Sovistan, Coodabage Ruree, and all other places within my dominions: Know ye (or observe) that the wealthy, true, faithful, and friendly Mr. Sumption, English Agent here, has made application or requested that the honourable, great, noble, and highly esteemed English Company of India and Bombay may, on whatever trade or merchandise they transact goods, import or export, buy or sell, pay only one and a half per cent. customs on the valuation of the real price of the place, which I have condescended to and hereby grant; furthermore, that the gomastah (or agent) for the said Honourable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, etc., to receive a putta (or permit), and whatever goods he may purchase there or above, to pay only the above-mentioned customs; and of the Lauvasma (or customary charges) on the putta goods, such as Rawdarree, Deradarre, Munket, Nut, Furhutt, Nungana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem, Kalsay Duana Peshcharry, Joab Khanna, etc., the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid Agent should purchase, bring down, and export out of the country, from Tatta, hing, indigo, or any other goods which he may not formerly have dealt in, or hath a settled custom for, to receive only the above-mentioned customs and rates by the Custom-master, Duanna, etc., as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the abovesaid gomastah or agent should, in any part within the extent of my dominions, of himself extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges



included, I have settled and affixed thereon, *vis.*, in whatever place, within my government or dominions, that he may extract or purchase, to receive on it in that place only, the abovesaid custom of one and a half per cent.; and that my Muttaseddees, Custom-masters, Diredars, Radawrs Guzervans do not, on any pretence of customs or customary rights, customs on boats, Moessor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories give any impediment to them; but the abovesaid gomastah may without trouble and in a satisfactory manner, carry on and transact his business without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here and not meet a sale for if he, sooner or later, first or last, export them again, by no means to demand any customs, charges, etc., or give any impediment to their exportation.

And at the time of their ship's arrival at any of my bunders (or ports), if they should purchase provisions for the English and lascars of their ships, such as bullocks, cows, goats, sheep, or other necessities, at Tatta, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom; and the chests of wearing clothes of the English, and other necessities they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, etc., on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection by no means to receive or give them any trouble, on account of head-money, or other dues of any kind received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tatta of Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon; and for Nungana on ghee or oil agreeable to the custom or maund, for a dubber, to make account as usual and receive the customary dues; and whether it is put in small buttaroes or larger jocks, or in other vessels (larger or smaller) to make account on the customs of maunds, eight maunds per dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer and no more.

And if the aforesaid gomastah (or agent) should, at Tatta or Aurungabunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expense, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country,



and that no other Englishmen be permitted those favours: and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad in Sindh 18th Maharim 1172 of the Hegira, or September 22nd, 1758.

No. 3.—LETTER from GHOLAM SHAH, PRINCE OF SINDH, to MR. ROBERT SUMPTION, dated 11th December 1758.

I now inform you that I am arrived with all my forces in the fort of Shah-bunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shah-bunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here to choose a place for building a house or factory.

No. 4.—ORDER from GHOLAM SHAH, PRINCE of SINDH, to his Metah Coostamdas, dated 18th December 1758, and attesetd under the Codjee's Seal.

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power, and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.—COPY (attested under CODJEE MAHOMED YAYA'S Seal) of the Perwannah from GHOLAM SHAH ABASSIE, dated 18th Maharim, or 22nd September 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Daraja, Chavatra Massotie, Nakass, Barbundie, Galabaja, Goozer Rajah Gunt, Johibar, Sarkar Chachlon Charcarhallow, Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Lorah, etc., places belonging to Sarkar, that Mr. Sumption, gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here that on all the goods he purchases and sells for the Honourable Company he pays no more than one and a half per cent. customs, on the market price, which I hereby confirm, and order that no more than that custom may be received of him



as usual; but on all Europe goods which may be sent from Bombay here and hence to Coodabage, Laree, Multon, etc., or any brought from thence they are to pay on the same half of what customs and charges (such as passports, convoy, lodging, duan towff, canah, choukey, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand anything more; and the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by any body for them in Sircar's place or anywhere else; but no officers, farmers, etc., are to demand anything more from them, but let them carry on their trade unmolested; and the above mentioned goods nobody else shall have liberty to buy. And I further order that should their goods not be disposed of, and they want to carry them back, no customs shall be demanded on them, nor on any provisions which they may provide at Tatta, etc., places, to send on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners boats, vessels, etc., conveyances, or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain, and sell the same and any Europe goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Murad; and should the Governor either buy or build a house for a factory at Aurungabunder or at Tatta, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement; for carrying on his trade, as it will be an advantage to the Government; but no other nation that wear bats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. CXVIII.

Three Perwannahs from the PRINCE of SINDH—1761.

A PERWANNAH granted by GOLAM SHAH, PRINCE OF SINDH,
on the 22nd April 1761.

Be it known to all Fuqueers, Governors, or other officers, who now are or hereafter may be in authority in the department of customs or farms at Tatta



Shah-bunder, Aurunga-bunder, Carrachere or Darajah, the customs on cattle, etc., called Nekass, package, grain, Bazar customs on leather, and the Gott Chuabar, the Sircar of Cachlon and Charcarhallow, the Sircar of Nasseepore, etc., Holcandy, the Sircar of Sevastan, Coodabad Ruree, and all other places within our dominions, that the noble Mr. Erskine, an Englishman, and Resident for affairs of the potent, magnificent, and Honourable English Company in Sindh, being come to our court for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honourable Company, granted, and do hereby particularly order that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sindh, or the Soubah of Tatta and Buchor, or any other of the bunders under our authority.

Whatever goods or merchandize belonging to the said factory or its dependants shall be imported at any of the bunders are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the bunders to Tatta, up-country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the bunders they are to pay one and a half per cent. agreeably to our former perwannah; or if goods are purchased by them and exported from Tatta, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article, they shall be punished in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon as formerly, that the said Company's dependants may carry on this trade to their satisfaction. If they dispatch their own dingies, gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurh, or by the guard-vessels, etc., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, gallivats, boats, etc., should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessities belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-bunder or make a garden



for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly ; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or disputed on any account. It being our pleasure to satisfy the said Honourable English Company, therefore the above must be strictly observed, and no new perwannahs demanded.

Dated the 16th of Ramzan 1174, or 22nd of April 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH,
on the 23rd of April 1761.

Be it known to the officers of the customs, or farmers of the revenues appertaining to the zemindaree of Shah-bunder and Cachrawly that at this time Mr. Erskine, Resident for the Honourable English Company in Sindh, has requested that all their vessels might be exempted from paying the Moree of Rupees 25 on each vessel, formerly paid the Imaum ; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of Rupees 25 on each vessel, and now order you not to demand the same ; but if more than the sum of Rupees 25 was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

Dated the 17th of Ramzan 1174, or the 23rd of April A. D. 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH,
on the 22nd of April 1761.

Be it known to all Fuqueers, Governors, and other officers who now are, or hereafter may be, employed or concerned either in the collecting or farming the customs from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honourable English Company's factory in Sindh, and their other servants and dependants, send boats and camels up and down in our dominions, with trade and merchandize : You are, therefore, on seeing this perwannah, not to demand the usual charges of Moree, Misri, or Goozurbancee or Sooze, and employ them on our business on any pretence whatever ; not is any person belonging to us, on any of the above accounts, to impede or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16th of Ramzan 1174, or the 22nd of April A. D. 1761.

No. CXIX.

ORDER issued by Mir FATEH ALI KHAN—1799.

Signature
of the Pri-
vate Secre-
tary.

Signature of
the Public
Secretary.

Signature
of the
Moonshee.

Seal of Meer
Futteh
Ali Khan.

Signature
of the
Accountant.

The collectors and farmers, at this period and hereafter, of the town of Kurrachee, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, noble, powerful, renowned English Company Bahadoor, has arrived at our presence and requested the establishment of a commercial factory in the town of Kurrachee, and the adjustment of customs on merchandize export and import to and from foreign ports, and purchases and sales in the territories of Sindh, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the articles of customs only shall be remitted in the collections of duties on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying duties on the trade of the English factory, one-third in the article of customs only, collecting all the regulated fees, as usual, amongst the merchants, in order that the agents of the English may with confidence labour to increase our customs and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The duties on provisions and articles of consumption of the English and the crews of their ships, and the fee of Moree on their ships, vessels, and dingies, to be regulated by the custom in use amongst other merchants. If by accident any ship or dingey belonging to the English coming or going with cargo to or from Sindh should be stranded or sunk on the coast of Kurrachee, the best assistance is to be rendered towards recovering her, and she must without hesitation be delivered up, the English Resident discharging the expense of labourers. The dependants of the Resident are not to be pressed on government service, nor compelled to purchase government property. A spot of ground for a country house to the English factory, and four beegahs of ground for a garden, outside of the fort of Kurrachee, are given to the Resident with exemption from land or fee tax, and it is



commanded that they be delivered to him wherever he may prefer, there being no inhabitants nor claims of possessions; towards building the house you will afford assistance, the English Resident paying the expenses. Maistre Suchanund, Collector for the time being, will levy customs on the merchandize of the English and the importations of their ships according to the above written, the garden excepted, and all other fees he will remember agreeably to the purport of this, which is peremptory.

Dated 16th Rubee-ool-Awul in the year of the Hegira 1214, the 18th of August 1799 of the Christian era.

It is repeated that the customs and fees are to be levied in correspondence with the established rates of import underneath detailed.

Customs and fees on all exportations and importations by sea:—

Customs.

Rupees 3 and $\frac{1}{4}$ per cent. on the market price of imports; Rupees 2 per cent. on the amount purchase of exports (one-third excused in this article of customs only).

Luwazime Gutree Rupees 18 on every bale of Tatta piece goods exported.

Moree upon vessels of all burdens; Rupees 2-3 $\frac{75}{100}$ arriving, Rupees 2-1 $\frac{75}{100}$ departing.

Khirwara upon wheat, rice, jowaree; Rupees 2-2 the Rhinwar imported or exported; upon barley and paddy Rupees 1-1; the Rhinwar upon white grain Rupees 1-3.

Fees.

Moajdurea one pice upon every Rupee in the amount of customs.

Foujdaree Rupee 1 qr. 2 rs. 4 per cent. in the amount purchase.

Customs and fees on all importations and exportations by land.

Customs and fees upon all dealings with the Putan merchants.

Customs.

Rupees 3-1 per cent. upon sales and purchases (not excused.)

Fees.

Booratum Rupee 1 per cent. upon sales and purchases; Moajdurea 1 pice on every Rupee amount customs; nut 2 pice and $\frac{1}{2}$ on every camel-load.

Customs of Kurrachee upon all dealings of other merchants Rupees 4 and $\frac{1}{4}$ per cent. on all; value of imports above Rupees 4, 3 pice on every Rupee, value below that sum, Rupees 2 per cent. on the market price of exports.

(These are the rates on all articles, but grain, excused.)

*Fees.*

Booraton Rupee 1 per cent. on the market price of all imports or exports.

Nut 1 anna and $\frac{1}{2}$ on every camel-load of grain coming or going; 2 pice and $\frac{1}{2}$ on every camel-load of other goods coming or going; Moajdurea 1 pice on every Rupee amount customs.

Dhurtoya 1 seer and $\frac{1}{2}$ and 2 annas' weight on each Rhinwar of grain if brought from the country and immediately laden on boats; Choongee 24 seers on each Rhinwar, in the same circumstances.

*Rates.**Rates on duty on distinct articles.*

Upon every camel-load of indigo brought from Khorassan to be exported, if large, Rupees 22, if small, Rupees 15.

Upon assafetida brought from Khorassan to be exported, Rupees 14 per 8 maunds.

Upon all articles besides those brought from up the country and immediately exported, Rupees 2 per cent. (not excused).

Fees.

Upon lead and iron, if purchased in Kurrachee and sent abroad, a fee to the Collector of Rupee 1 on each maund of lead, and on each maund of iron annas 8.

Signature
of the Private
Secretary.

Signature
of the Public
Secretary.

Seal of Meer
Futteh
Ali Khan.

Signature
of the
Moonshee.

Signature
of the
Accountant.

The Jagiredars, Patels, Magistrates, Collectors, and Farmers, at this period and hereafter, of the city of Tatta and of Shah-bunder in Sindh and in Lar, the dominions of the State, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, dignity, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the noble, powerful, exalted, magnificent Company Bahadoor, the seat of splendor, strength and excellence, has reached our presence and requested an adjustment and settlement of affairs of commerce for the factory of his patrons. Intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have



directed an arrangement for the collection of customs upon merchandise, export and import, to and from foreign countries and ports, and sales and purchases in the dependencies of Sindh under our sovereignty. It is commanded that the collection of customs upon goods of commerce, export and import, to and from other countries and ports and purchases and sales in the territories of our government, be made according to the duties subjoined, as in the time of the deceased Prince Gholam Shah Kalhora, and no further exaction be exercised, and besides the English Resident no other person of the European nations shall be allowed to pass repass, or trade. On the articles of saltpetre, liquid and crystallized, whenever in the territories of the State the English may choose to manufacture it, the customs are to be collected the same as during the reign of Meer Gholam Shah Kalhora; four beegahs of garden ground to be exempted from land or fee tax. Also the dulol, moody, washerman, miller, carpenter, bricklayer, and shroff, dependent on the factory, are according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on government service, nor compelled to purchase government property, that the agents of the English may with confidence and tranquillity be industrious in the increase of their trade and our customs. On account of weight or measure of goods and the inspection of trunks and the Resident's clothes and baggage, no molestation shall be offered but his invoice and word be accepted; towards the building of any new factory of the English, every assistance must be given, and the hire of the labourers be paid by the English agent. In respect to demands on articles of consumption and apparel of the English and the crews of their ships, and the fee Moree on ships, boats and dingies, the rules of Meer Gholam Shah's reign are to be observed. If by accident any ship or boat or dingey, belonging to the English, coming or going with goods to or from the factory in Sindh, should either on the sea coast or in the river be stranded or sunk, every assistance towards recovering her must be given that she may be returned, and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries, which not finding sale may be returned, the customs are to be regulated by the usage in force in the time of Gholam Shah Kalhora; no variation nor condition must be adopted.

Account of duties on all goods at Tatta, agreeably to the usage in the reign of Meer Gholam Shah Kalhora, according to the report of established imposts, signed by Sheikh Beg Mahomed and Ensar Doss, former Collectors at that place.

Munzillanes from 500 to 200 maunds' weight of goods brought from Shah-bunder to Tatta Ghaut, Tatta Rupees 106; from 300 to 600 maunds, Tatta Rupees 81; from 100 to 300 maunds, Tatta Rupees 56, under 100 maunds, 5 annas per maund if brought by water, and 2 annas per maund if by land. Koot, assafœtida, shawls, and northern piece goods, imported or exported, Rupee 1 and $\frac{1}{2}$ Tatta price on the valuation in Chutney Rupees.

Woollens brought from Shah-bunder to pay 8 annas per maund.

On purchase of piece goods in Tatta sent to Shah-bunder or any of the dependencies of Sindh, the customs to be according to the usage of Gholam Shah Kalhora, or by the collections of Sheikh Hussein Zaradar, and fees of appraisement agreeable to the custom of other merchants.

Customs of the mint on stamping copper coins, Rupees 6 Chutney per maund.

On the valuation of ivory in Chutney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; on the second sort, 6 annas per Rhinwar, and Wukia Nigarie 12 annas per 300 Rhinwars; grain purchased in Tatta and exported, Tatta Rupees 3 duty upon each Rhinwar, and the fee of bales, Rupees 2 and $\frac{1}{4}$, and Choongee from each Rhinwar 3 Togas.

Fees of permission to purchase grain and to export it to Shah-bunder, Tatta Rupee 1 and $\frac{1}{2}$ per Rhinwar on the first sort, and 12 annas per Rhinwar on the second sort.

Chitty, Seelamuty and Manzillanee fees of passing and shipping, according to the practice in force among other merchants; small grain exported to Shah-bunder to pay Rupees 4 Chutney per cent. valuation.

Customs upon imported goods to be levied from the English at Rupee 1 and $\frac{1}{2}$ Chutney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, Rupee 1 and $\frac{1}{2}$ Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, at Tatta Rupee 1 and 38 pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and Tatta Rupee 1 upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, Rupees 5 annas 12 per cent. valuation in full of all fees.

Customs upon burned and lacquered ware, as trays, boxes, etc., Tatta Rupee 1 $\frac{1}{2}$ per cent. valuation.

Imports upon dried and green fruits, vegetables, pickles, etc., half the usual rates paid by the subjects of the country.

On hay purchased, Rupee 1 Chutney per 16 bundles; Rupee 1 upon eight loads of wood; Rupee 1 soortee upon 6 maunds chunam; and annas 2 per maund on lime burnt at home.

Gum produced in the garden to be sold to the Ziccadur on the same terms as by the husbandmen.

Customs upon timber used in building to be half what is established; Chobar and Rumbeybuney fees Tatta Rupee 1 upon every boat-load of goods coming and going, and Moree upon every hired boat according to custom.



Dutolles upon jukt goods annas 12 Chutney per cent.

Roosum Canoongo fees :—Water carriage from 500 to 2,000 maunds, Tatta Rupees 4; from 300 to 500 maunds, Rupees 3; from 100 to 300 maunds, Rupees 2 and $\frac{1}{4}$; Thokas, Barbundy, and Chobar, according to the rules in force during the time of Gholam Shah, upon all amounts under Rupees 100, Chutney pice 3 per Rupee. Goozur Swijee, the writer who could have given information on this head, is dead. The customs of Meer Gholam Shah Kalhora to be levied, besides which, the fee of equipment upon goods that formerly the Nukeemys used to receive as a kind of charity from the English factory in the time of the Collectorship of Chundy Ram is now comprised in the revenues of government and is at its disposal.

Account of customs at Shah-bunder, in the pergunnah of Rukahi, according to the usage in the time of Gholam Shah Kalhora, as by copy of the established rates signed and sealed by Sheikh Beg Mahomed and Ensar Doss, former Ziccadurs.

Imports from sea which in the time of Mahomed Murad-ul Khan were subjected to customs and excused by Mir Gholam Shah, are now likewise excused.

Articles of Tatta exported from Shah-bunder to pay Tatta annas 7 and $\frac{1}{2}$ per cent. on the invoice purchase turned into Chutney Rupees. Grain and ghee purchased in the pergunnah of Rakrata and exported to pay Tatta Rupee 1 and $\frac{1}{2}$ per cent.

On articles brought up from the country through Tatta, according to the amount settled there, Tatta Rupee 1 per cent. when exported. Luwazimeh Pymany 1 Tryah upon each Rhinwar; ubwant ivory Tatta annas 12 upon 80 Rhinwar; ubwant Mulsulmany Tatta anna 1 each Rhinwar; Tatta annas 11 on every bundle of hides exported.

Luwazimeh Choongee 1 Nud on every 100 maunds of Chunnea exported annas 12 per cent. on the sale of ivory valued in Tatta Rupees.

Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta.

Tatta Rupees 11 annas 7 on boat-loads above 100 maunds; Tatta annas 2 per maund land carriage. Upon grain purchased in Rakrala and sent to Tatta, 20 pice per Rhinwar of the first sort and 5 pice on the second sort, and Pymany 1 Tryah on each Rhinwar.

Customs of the zemindaree of Shah-bunder, according to the ancient rule in the time of Jam Dussir as above mentioned; Tatta Rupee 1 and $\frac{1}{4}$ per cent. on all exports according to the English invoice, and annas 12 on imports.

Luwazimeh Munzillana, each boat Tatta Rupees 24, and 1 quarter 1 anna per maund land carriage; ivory sent up the country to Naseerpore and Hutty Kandy, annas 10 per cent. Tatta Rupees valuation. The Canoongo customs of Rakrala, according to the present usage.



Luwazimeh ivory, Tatta Rupee 1 and $\frac{1}{2}$ upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany, $\frac{1}{2}$ an anna each Rhinwar.

As all the established rates of the reign of Meer Gholam Shah Kalhora are not to be found, the customs to be collected in all places in Sindh and Lar, under the jurisdiction of the State, must be conformable to the copy of a perwannah of that time in their (the English) possession, namely, Tatta Rupee 1 and $\frac{1}{2}$ per cent. customs and half the usual fees. Maitre Chundy Ram, Customs-master of Tatta and Shah-bunder, and Tar Umal and Man Umal, Collectors of Sindh and Lar, will act conformably to this without deviation or contradiction.

Dated 21st of Rulba-ool Awul in the year of the Hegira 1214, or the 23rd of August 1799 of the Christian era.

By imperial command the purport of this Sunnud is to be observed from the date thereof.

Seal of the
Prince Meer
Futteh Ali
Khan.

Smaller
Seal of the
Prince.

The collectors and farmers, at the present time and hereafter, of the town of Kurrachee, will understand that Mr. Crow, Englishman, vakeel of the asylum of valour, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honour of rendering himself at our presence, and having by his fidelity, attention, and attachment cemented the union and friendship of the two governments, we have therefore, out of our gracious favour and particular regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of moajdurea, and likewise the fee of moree on all dingeys and ships, for two importations of the same vessel in one year : you are by this writing instructed of our having granted these exemptions, and ordered to consider them in effect from the date of this Sunnud, and to act conformably.



Two-thirds of the fee of the Foujdaree and two-thirds of the Customs according to our former Sunnud, you will not fail to recover and to carry to account.

Dated the 17th Leckyde 1214 of the Hegira, or 12th of April 1800 of the Christian era.

Issued from the presence.

Seal of the
Prince Meer
Futteh Ali
Khan.

The killedars and officers of the town of Kurrachee will understand that Mr. Crow, Englishman, being ranked by us amongst our sincere and faithful adherents, therefore, out of regard to him and respect to his patrons, we hereby direct that if he pass in or out of the gates of the fort with arms, you do not on that account offer him any molestation or hindrance, but in all your behaviour observe kindness and cordiality; you will consider this command peremptory.

Dated the 19th of Leckyde, or the 14th of April 1800.]

No. CXX

TREATY with the AMEERS of SINDH, August 22nd, 1809.

Seal of His
Highness
Meer Gholam
Ali.

ARTICLE 1.

There shall be eternal friendship between the British Government and that of Sindh, namely, Meer Gholam Ali, Meer Kureem Ali, and Meer Murad Ali.

ARTICLE 2.

Enmity shall never appear between the two States.

ARTICLE 3.

The mutual despatch of the vakeels of both governments, namely the British Government and Sindhian Government, shall always continue.



ARTICLE 4.

The Government of Sindh will not allow the establishment of the tribe of the French in Sindh.

Written on the 10th of the month of Rujeeb-ool-Moorujub in the year of the Hegira 1224, corresponding with the 22nd of August 1809.

(Sd.) MINTO.

Ratified by the Right Honourable the Governor-General at Fort St. George, the 16th of November 1809.

Seal.

(Sd.) N. B. EDMONSTONE,
Secretary.

No. CXXI.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and the AMEERS of SINDH on the other, November 9th, 1820.

The British Government and the Government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Mir Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following articles were agreed on between the two parties :—

ARTICLE 1.

There shall be perpetual friendship between the British Government on the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

ARTICLE 2.

Mutual intercourse by means of vakeels shall always continue between the two governments.

ARTICLE 3.

The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country.

ARTICLE 4.

The Ameers of Sindh engage to restrain the depredations of the Khoosas



and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

Seal of the
Honourable
East India
Company.

(Sd.) M. ELPHINSTONE.

Bombay, 9th November 1820.

In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Rookn-ood-Dowla and Meer Shah Murad Ali Khan Ameer-ood-Dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegira. If it pleases God, there will be no difference to a hair's breadth.

Seal of
Ismael Shah.

Note.—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

No. CXXII.

TREATY with MEER ROOSTUM KHAN, CHIEF of KHEIRPORE.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A.H., corresponding with the 4th April 1832, between the Honourable East India Company and Meer Roostum Khan, Talpore, Bahadur, Chief of Kheirpore, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following :—

ARTICLE 1.

There shall be eternal friendship between the two States.

ARTICLE 2.

The two contracting powers mutually bind themselves from generation to generation never to look with the eye of covetousness on the possessions of each other.



ARTICLE 3.

The British Government having requested the use of the river Indus and the roads of Sindh for the merchants of Hindoostan, etc., the Government of Kheipore agrees to grant the same within its own boundaries, on whatever terms may be settled with the Government of Hyderabad, namely, Meer Murad Ali Khan, Talpore.

ARTICLE 4.

The Government of Kheipore agrees to furnish a written statement of just and reasonable duties to be levied on all goods passing under this Treaty, and further promises that traders shall suffer no let or hindrance in transacting their business.

Honourable
Company's
Seal.

(Sd.) W. C. BENTINCK.

Governor-
General's
Seal.

No. CXXIII.

TREATY with the GOVERNMENT of HYDERABAD in SINDH.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zehy 1247 A. H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

That the friendship provided for in former Treaties between the British Government and that of Sindh remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieutenant-Colonel Pottinger, envoy, etc., so that the firm, connecting and close alliance now formed between the said States shall descend to the children and successors of the house of the above-named Meer Murad Ali Khan, principal after principal, from generation to generation.

ARTICLE 2.

That the two contracting powers bind themselves never to look with the eye of covetousness on the possessions of each other.



ARTICLE 3.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said Government of Hyderabad hereby acquiesces in the same request on the three following conditions:—

1st.—That no person shall bring any description of military stores by the above river or roads.

2nd.—That no armed vessels or boats shall come by the said river.

3rd.—That no English merchants shall be allowed to settle in Sindh, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE 4.

When merchants shall determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said Government of Hyderabad by the Resident in Kutch, or other officer of the said British Government.

ARTICLE 5.

That the Government of Hyderabad having fixed certain proper and moderate duties to be levied on merchandize and goods proceeding by the aforesaid routes, shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption, and the custom-house officers and farmers of revenue of the Sindh government are to be specially directed to see that they do not delay the said merchants on pretence of awaiting for fresh orders from the government, or in the collection of the duties, and the said government is to promulgate a Tariff or Table of Duties leviable on each kind of goods, as the case may be.

ARTICLE 6.

That whatever portions of former Treaties entered into between the two States have not been altered and modified by the present one remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God no deviation from them shall ever happen.

ARTICLE 7.

That the friendly intercourse between the two States shall be kept up by the despatch of vakeels whenever the transaction of business, or the increase of the relations of friendship, may render it desirable.

Honourable
Company's
Seal.

(Sd.) W. C. BENTINCK.

Governor-
General's
Seal.



SUPPLEMENTAL to the TREATY with the GOVERNMENT of HYDERABAD, in SINDH.

The following Articles of engagement having been agreed on and settled on the 22nd April 1832 between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, as supplemental to the Treaty concluded, on the 20th April 1832, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the said Honourable East India Company, under full power and authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B., and G. C. H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following :—

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the Government of Hyderabad will furnish the British Government with a statement of duties, etc., 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 Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

It is as clear as noonday that the punishment and suppression of the plunderers of Parkhur, the Thull, etc., is not to be effected by any one government, and as this measure is incumbent on and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated that on the commencement of the ensuing rainy season, and of which Meer Murad Ali Khan shall give due notice, the British, Sindh, and Jodhpore governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE 3.

The governments of the Honourable East India Company and of Khairpore, namely, Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad shall be binding on the said contracting powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad governments to Meer Roostum Khan for his satisfaction and guidance.

Honourable
Company's
Seal.

(Sd.) W. C. BENTINCK.

Governor-
General's
Seal.



No. CXXIV.

COMMERCIAL TREATY between the HONOURABLE the EAST INDIA COMPANY and the GOVERNMENT of HYDERABAD in SINDH, dated 2nd July 1834.

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the Government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties, etc., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same 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 Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties." Now according to the terms of the above stipulation, 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 5th 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 Tatta Rupees 19 per Tatta khurarr, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawul Khan, Maharaja Runjeet Singh, and the Honourable the East India Company.

ARTICLE 2.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts and consequent altercation and delay, touching the size of boats the toll is fixed on 30 Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures 5 khurrars or 100 khurrars, she will be reckoned as one of 30.

ARTICLE 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of 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 Kheirpore may think best.

ARTICLE 4.

For the purpose of assisting in the realization of the toll due to Sindh, 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, etc., 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 an European gentleman) under the authority of Lieutenant-Colonel Henry Pottinger, Agent to the Governor-General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where 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 any other affairs of the Sindh 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 Sindh 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.

ARTICLE 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 merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize 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 5th Article that the governments have no claim to duties on merchandize 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 will be levied.

Written on the 2nd day of July 1834, corresponding with the 24th of Suffer 1250 A. H.

(Sd.) W. C. BENTINCK.
„ FREDERICK ADAM.
„ W. MORISON.
„ Ed. IRONSIDE.

Ratified by the Governor-General in Council at Ootacamund on 2nd September 1834.

(Sd.) W. H. MACNAGHTEN,
Secy. to Govt. of India.



No. CXXV.

COMMERCIAL ARTICLES entered into with the GOVERNMENT OF HYDERABAD, in SINDH, by COLONEL HENRY POTTINGER, AGENT to the GOVERNOR-GENERAL for the affairs of Sindh, in virtue of authority vested in him by the RIGHT HONOURABLE LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL OF INDIA in COUNCIL—1836.

PROPOSAL 1ST.

The coast of Sindh has no hills, and is so low and level that it is very difficult and even sometimes impossible to discover the proper entrance to the mouths of the river. Permission is therefore requested to lay down buoys in the water, and to erect wooden landmarks on the shore at the proper spots, which buoys and marks can be changed when alterations take place in the river.

PROPOSAL 2ND.

Cases will sometimes occur, notwithstanding these precautions, in which from foul winds or storms, vessels intending to come into the river will not be able to do so, and they must in that event seek for shelter in any port they can reach. The examination of the whole of the coasts and harbours of Kutch and Sindh from Mandavee to Kurrachee has therefore been ordered, and His Highness is requested to instruct his officers to this effect. Vessels of war will not be employed on this duty, and when the harbour of Kurrachee is to be examined (which it has not been since the mission of Mr. Smith in the year of the Hegira 1224), the officer will make a special application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

ANSWER 1ST.

Agreed.—Beacons may be erected on shore, and buoys laid down in the water, and changed as may become requisite from alterations in the river.

ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for.



PROPOSAL 3RD.

The anchorage fees (mohoree) on boats at Kikkur varies agreeable to their size. To prevent disputes and to encourage the resort of merchants to that and the other bunders at the mouths of the river, these fees are recommended to be reduced and defined, in order that information thereof may be given to the merchants concerned.

ANSWER 3RD.

The settlement of this matter is left to Colonel Pottinger, and the officers of this government (Hyderabad) will be ordered to levy such anchorage fee as he may fix.

N.B.—Colonel Pottinger decided that each boat should pay half a Rupee in addition to the toll established by Treaty.

PROPOSAL 4TH.

Syud Azimooddeen Hossein, the Native Agent appointed by the Governor-General to reside at the mouths of the river, has arrived with me and is now about to proceed to his station. It is begged that His Highness will give orders to all the authorities to be kind and attentive to the Syud, and to refer to him in the event of any disputes about the toll on the sea, or river boats, or other matters which are to be strictly guided by Treaty, and any extra duties or demands not authorized by it to be positively prohibited.

ANSWER 4TH.

Agreed.—The officers of this government (Hyderabad) will receive particular instructions to the effect proposed.

PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrangement on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will

ANSWER 5TH.

Agreed.—Goods may be either warehoused, as proposed, at Kikkur or Tatta.



of course be subject to the duties established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

PROPOSAL 6TH.

It is the wish of the Governor-General to establish fairs, to be held annually, and to which merchants from all nations would bring their goods and sell or exchange them for those of others. Thus merchants from Bulkh, Bokhara, Toorkistan, Cabool, etc., would bring the production of those countries and exchange them for the produce of Europe, India, etc., which would be brought from India and Sindh by their merchants. If the Government of Sindh would give due encouragement, one of these fairs might be established in its territories, which would be a great source of wealth to the people and increase of revenue to the State. It is intended to propose to Maharajah Runjeet Singh to have one of these fairs held at Methunkote, or some place in that neighbourhood; and should the Ameers of Sindh approve of it, a similar one might be held yearly at Tatta.

PROPOSAL 7TH.

The Governor-General of India directs me to explicitly state that he looks to the Government of Sindh to keep the Muzarees in complete check and to suggest how this is to be done effectually. If my advice is required, I will be ready to give it.

ANSWER 6TH.

Agreed.—A fair may be established and held either at Tatta or Kikkur.

ANSWER 7TH.

The restraining and punishing of the Muzarees rests with this government (Hydrabad). When the Seikh troops are removed, what power have the Muzarees to disturb the country or molest boats? This government binds itself to be responsible for them.



PROPOSAL 8TH.

The Hyderabad government must say distinctly whether it is responsible for the acts of the Kheirpore and Meerpore Ameer, as connected with the river and traffic by it, because if not, it will be requisite to enter into separate engagement with them, a measure which has been hitherto avoided out of respect to the paramountcy of Noor Mahomed Khan.

PROPOSAL 9TH.

Amongst the minor arrangements the Ameer's sanction is required to cutting down the jungle along the banks of the river, where it may be found necessary to do so to facilitate tracking.

PROPOSAL 10TH.

The general superintendence of a British officer seems to the Governor-General and to Colonel Pottinger to be almost indispensable to give effect to the views of the British Government, to the cordial aid and union of that of Sindh, and to the prevention of disputes correspondence, etc.

PROPOSAL 11TH.

It is to be observed that the governments must not be deterred from commencing on some of these arrangements by the apparent difficulty of effecting them. Every important matter looks difficult at first, but all obstacles give way to exertion and encouragement in the course of time.

ANSWER 8TH.

This government (Hyderabad) is responsible as herein described.

ANSWER 9TH.

Agreed to, with the exception of those parts of the river banks which are occupied by the Ameer's hunting preserves (shikargahs), which would be injured by cutting down the trees and jungle. All trees that may fall into the water and impede the progress of boats will be removed by persons belonging to the Sindh government, but not at its expense.

ANSWER 10TH.

This proposition is already met by the perpetual Treaty. A gentleman may come whenever it is expedient and stay two or three months. To this no objection will be offered.

ANSWER 11TH.

No difficulty can possibly exist where the friendship is sincere.

Dated at Hyderabad on the 18th of Shaban 1252 Hegira, or 28th of November 1836.



No. CXXVI.

TREATY between the HONOURABLE EAST INDIA COMPANY and the AMEERS of SINDH, CONCLUDED by COLONEL HENRY POTTINGER, Agent to the Governor-General for Sindh, on the one part, and THEIR HIGHNESSES MEER NOOR MAHOMED KHAN and MEER NUSSEER MAHOMED NUSSEER KHAN, on the other, April 20th, 1838.

ARTICLE 1.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sindh, the Governor-General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sindh and Maharaja Runjeet Sing, so that peace and friendship may be established between the two States.

ARTICLE 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh 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 Sindh 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.

Ratified by the Right Honourable the Governor-General at Simla, this 20th day of April 1838.

(Sd.) AUCKLAND.

No. CXXVII.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MEER ROOSTUM KHAN of KHEIRPORE—1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable East India Company and Meer Roostum Khan, Talpore, 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.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kheirpore.



ARTICLE 3.

Meer Roostum Khan and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and not have any connexion with any other Chiefs and States.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 his 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 dām or dēram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

ARTICLE 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 Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

ARTICLE 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.

ARTICLE 9.

In order to further secure the relations of amity and peace which have so long subsisted between the Kheirpore State and the British Government, it is agreed that an accredited British minister shall reside at the Court of Kheirpore, and that the Ameer shall also be at liberty to depute an Agent to reside at the 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.



ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant-Colonel Sir A. 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 Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shaval A. H. 1254.

(Sd.) ALEX. BURNES,
Envoy to Kheirpore.

Ratified by the Right Honourable the Governor-General of India in Camp Bhagapoorana on the 10th January 1839.

(Sd.) H. TORRENS,
*Offg. Secy. to the Govt. of India,
with the Governor-General.*

SEPARATE ARTICLE—183.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore 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 Bukker 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 Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shaval A. H. 1254.

(Sd.) A. BURNES,
Envoy to Kheirpore.

The GOVERNOR-GENERAL to MEER ROOSTUM KHAN, of KHEIRPORE, Camp Bhagapoorana, 10th January 1839.

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing

of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

The support afforded to you by the guarantee of the British Government will, I am well assured, prove a source of future strength, and, if it be God's will, of continued prosperity, to your country; and I am glad to acknowledge the advantages which I hope to derive from your alliance and support in the warlike operations which I am about to undertake.

Having entered into a Treaty with Your Highness in all honesty and good faith, I should be sorry to find any part of the written agreement between us so worded as to leave either your successors or mine under the supposition that we concluded our compact in a spirit, on the one side or the other, of any thing like jealousy or distrust.

The mention, however, of a previous written agreement, in every instance, as to the temporary character of the occasional occupation of Sindh by the English, is calculated to convey this unpleasant idea.

I have therefore struck it out; and in place of inserting a sentence which casts a doubt on the sincerity of our intentions, I address you this friendly letter, as a lasting assurance of the plain meaning and purpose of the words of the separate Article, namely, that the British shall avail themselves of the fort of Bukker, the citadel of their ally the Meer of Kheirpore, only during actual war and periods of preparing for war like the present.

I trust that this mode of re-assuring Your Highness will have the double effect of setting your mind at ease and of putting you in possession of a written testimony to my intentions, such as may remain among your records in pledge of the sincerity of the British Government.

I have, etc.,

(Sd.) AUCKLAND.

AGREEMENT with MEER MOBARIK KHAN, of KHEIRPORE— 1838.

Whereas Treaties of firm friendship and sincere amity have long been established between the government of the East India Company and that of Kheirpore, in Sindh, at the present time, agreeably to the request and desire of His Highness Meer Roostum Khan, Talpore, and for the satisfaction of His Highness Meer Mobarik Khan, Talpore, the following additional agreement has been made through the agency of Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Governor-General, in virtue of full powers vested in him by the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, etc., etc., etc.

The East India Company hereby agrees never to covet one real of the revenue of the share of Sindh in possession of Meer Mobarik Khan, nor to interfere in its internal management.

The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards