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## VOLUME VIII.

Page 100—

In line 23 for the word *thg* substitute *the*.

Page 204—

In line 15 insert *e* in the word *rules*.

Page 233—

In line 33 insert *f* in the word *of*.

Page 251—

In line 34 for the word *oll* substitute *all*.

Page 258—

In line 14 after the word "*etc.*" add the words "*continued from former times*".

Page 317—

In line 2 for the word *ill* substitute *will*.

Page 320—

In line 35 for the word *nerchants* substitute *merchants*.





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CSL

A COLLECTION OF  
TREATIES, ENGAGEMENTS  
AND SANADS

RELATING TO INDIA AND  
NEIGHBOURING COUNTRIES

COMPILED BY

C. U. AITCHISON, B.C.S.,

UNDER SECRETARY TO THE GOVERNMENT OF INDIA  
IN THE FOREIGN DEPARTMENT

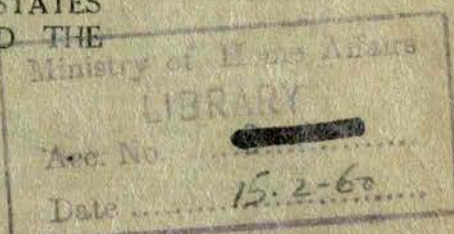


VOL. VIII.

CONTAINING

THE TREATIES, &c., RELATING TO THE  
BOMBAY PRESIDENCY. PART II—KAIRA  
AGENCY, SURAT AGENCY, THANA  
AGENCY, KOLABA AGENCY, SHOLAPUR  
AGENCY, POONA AGENCY, SATARA  
AGENCY, BIJAPUR AGENCY, BELGAUM  
AGENCY, DHARWAR AGENCY, NASIK  
AGENCY, KOLHAPUR RESIDENCY AND  
SOUTHERN MAHRATTA COUNTRY STATES  
AGENCY, SUKKUR AGENCY AND THE  
LAPSED STATES.

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## PART II.

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# Treaties, Engagements and Sanads

relating to the

Territories comprised within the

**Bombay Presidency**

and to the

States, etc., in Political Relations with

the

**Government of India**

through the

**Government of Bombay.**

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THE States in political relations with the Government of India through the Government of Bombay are included in 13 Agencies and one Residency. They are treated, in the Narrative, in the following order: I Kaira Agency (Cambay); II Surat Agency (Sachin, Bansda, Dharampur and the Dangs); III Thana Agency (Jawhar); IV Kolaba Agency (Janjira). The Satara Jagirdars: V Sholapur Agency (Akalkot); VI Poona Agency (Bhor); VII Satara Agency (Aundh and Phaltan); VIII Bijapur Agency (Jath); and, under the control of the Agent for Sardars of the Deccan, the Waikar. IX Belgaum Agency (Savantvadi); X Dharwar Agency (Savanur); XI Nasik Agency (Surgana); XII Kolhapur Residency (Kolhapur); XIII Southern Mahratta Country States Agency (Mudhol, Sangli, Miraj Senior, Miraj Junior, Jamkhandi, Kurundwad Senior, Ramdurg, Kurundwad Junior, and the Wadi Estate); XIV Sukkur Agency (Sind). Part XV deals with the Lapsed States (Surat, Broach, Mandvi, Satara, Kolaba and the Nipanikar).

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### I.—KAIRA AGENCY.

#### CAMBAY.

The founder of the ruling family in Cambay was Mirza Jafar Nizam-i-Sani, better known as Momin Khan, the last but one of the Muhammadan Governors of Gujarat. While he held the office of governor his





son-in-law, Nizam Khan, had charge of Cambay. Momin Khan died in 1742. His son, Muftakhar Khan or Nur-ud-din, who had made an unsuccessful effort to succeed his father in the government of Gujarat, went to Cambay to collect forces to assert his cause, and there basely compassed the death of Nizam Khan and assumed the government of Cambay, which he held till his death in 1784. In the partition of Gujarat between the Peshwa and the Gaekwar in 1752, Cambay fell to the Peshwa's share; but the dues which he claimed from it were never regularly paid, and Nur-ud-din even levied exactions from the Peshwa's districts of Gogha, Dhandhuka, and Kathiawar, captured Ahmedabad, and for some time held it against the Mahratta forces. In 1771, when the British had reduced the piratical Kolis of Talaja, the fort of Talaja was made over (No. I) to the Nawab of Cambay in consideration of a payment of Rs. 75,000. Two years afterwards, however, the fort was, at the Nawab's own request, transferred to the Chief of Bhavnagar,\* by whom the sum of Rs. 75,000 was paid, and whom the Nawab had bound himself in 1771 (No. II) not to molest. Nur-ud-din was succeeded by his son-in-law, Muhammad Kuli. His claim was disputed by Mirza Jani, the illegitimate son of Nur-ud-din; but after a severe struggle Muhammad Kuli succeeded in expelling his opponent and establishing his own power. He ruled for six years, and was succeeded in 1790 by his son, Fateh Ali.

With the exception of the adjustment of some disputes with the Gaekwar, the British Government had little to do with the affairs of Cambay. Under the Treaty of Bassein,† in 1802, the chaauth, or fourth share of the revenue of Cambay, and all the Peshwa's rights in Cambay, were ceded by him to the British Government. The chaauth had been originally granted to the Gaekwar in 1736, in consideration of assistance rendered by him to the Nawab in capturing Ahmedabad, and had fallen to the Peshwa's share in the partition of Gujarat. After the cession of the chaauth to the British Government, it was, at his request, farmed to the Nawab (No. III). The agreement was not renewed on the expiration of the farm in 1807; but the chaauth constitutes the tribute which the Nawab now pays to the British Government.

Fateh Ali died in 1823, and was succeeded by his brother, Bande Ali Khan. He died in 1841, and was succeeded by his nephew, Hussain Yawar Khan, in whose favour the brother of Fateh Ali resigned his claims.

Under the Treaty of Bassein the British Government succeeded to the chaauth or tribute payable by the Nawab of Cambay to the Peshwa's Government. The principal item of this tribute consisted of a nominal half share in the sea and land customs, deducting the expenses of collection. In 1853 the British Government relinquished their share of the

\* See Western India States, Vol. VI.

† See The Peshwa, Vol. VII.





land customs in consideration of the introduction of the excise duty on salt into Cambay territory; but the Nawab retained his share in the land customs, although he was admitted to a half share in the new excise duty. He was, however, asked to revise the highly complicated and onerous tariff of sea customs then in force at Cambay; but, although this tariff was highly injurious to trade, some time elapsed before the Nawab consented to introduce reforms. Eventually a committee, composed of two high Indian officials of the British Government and some officers on the part of the Nawab, was appointed to settle the matter. The principle on which the committee proceeded was to substitute a fixed percentage duty for the multifarious exactions of the Nawab in the shape of sea and land customs. The nature of the arrangements finally made will be gathered from the Agreement (No. IV) concluded with the Nawab in 1856. Revised \*arrangements were subsequently sanctioned for carrying out the distinction made as regards the treatment in British Indian ports of goods arriving from, or destined for, Cambay, being the manufacture or produce of that city or intended for its consumption, and goods which only passed the town of Cambay in transit.† The British Government consented to forego the annual payment of Rs. 748-5-2 made by the Nawab on account of the Golana and Galiana Nakas, as by these arrangements all trade passing through them became free.

In 1862 the Ruler of Cambay received an Adoption Sanad (No. V); and in 1867 was granted a permanent salute of 11 guns.

Hussain Yawar Khan died in 1880, and was succeeded by his eldest son Jafar Ali Khan. Jafar Ali Khan died on the 21st January 1915. His son, Mirza Hussain Yawar Khan, who was born on the 16th May 1911, being a minor, the State is, at present, under British administration.

In March 1881 an Agreement (No. VI), was concluded, which provided that, in consideration of an annual payment of Rs. 40,000, the salt-works in Cambay should be permanently closed, and measures should be taken to prevent the manufacture, collection, importation or exportation of illicit salt.

In November 1881 the Nawab executed an Engagement (No. VII), by which he undertook to prohibit the cultivation of the poppy and the manufacture of opium in his State.

In 1885 a fresh customs Agreement (No. VIII) was concluded, cancelling the arrangements made in 1856. Under this agreement the

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\* See page 13.

† The result of these arrangements was that goods, the produce or manufacture of the town of Cambay, when exported by sea, were subject to a duty of 5 (a) per cent., and on import at any British ports to the import duties leviable on foreign goods under Bombay Act I of 1852.

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(a) See pages 13-15.





Nawab adopted the British customs tariff and system, and the Government of India abandoned all claims for chauth and all interference with the collections, while reserving liberty to resume direct control if the Nawab's management proved unsatisfactory.

In 1888 the Nawab undertook (No. IX) to remove all restrictions on free trade in his State.

In September 1890 Jaâr Ali Khan was obliged to leave his capital in consequence of the occupation of Cambay by a riotous mob; and he appealed to the British Government for aid to restore order. The Political Agent, with a company of Indian troops, proceeded to Cambay; and, as the rioters refused to disperse, and even routed the Cambay police who were sent against them, it became necessary to employ the troops. Several lives were lost; and, after order had been restored, a minute inquiry was instituted, which disclosed a state of bankruptcy and general misgovernment. A special officer was sent to advise the Nawab and, with the consent of the Chief, the administration was put under his control. In 1894 the special officer was withdrawn, and the conduct of the administration restored to the Nawab; who, in April 1894, undertook (No. X) on behalf of himself, his heirs and successors, to abide by certain conditions.

In 1897 a fresh Agreement (No. XI) was concluded regarding the manufacture, consumption and sale of opium in Cambay.

In 1900 the State ceded (No. XII) full and exclusive power and jurisdiction of every kind over the lands required by the Cambay-Petlad Railway.

In 1901, at the suggestion of the Cambay Darbar, the Government of India undertook the conversion of the Cambay silver currency into British currency, on condition that the Cambay mint should be closed for 50 years and then only re-opened with the consent of the Government of India. The conversion carried out was at the rate of 100 British rupees to 129 Cambay rupees.

In 1902 the Cambay Darbar entered into an Agreement (No. XIII) with the Bombay, Baroda and Central India Railway for the working of the Tarapur-Cambay section of the Cambay-Petlad Railway. In 1914 the State entered into an Agreement (No. XIV) with the Bombay, Baroda and Central India Railway for the working of the Cambay Bunder Siding.

By an agreement concluded in 1889 the abkari revenue of Cambay was leased to the British Government for a period of ten years from the 1st January 1888, on payment to the Nawab of a compensation of Rs. 35,000 annually in monthly instalments. The agreement was renewed in 1897 for five years; and from the 1st August 1904, a new agreement renewable at the conclusion of ten years with the mutual





consent of both parties, came into force, under which the Nawab agreed to assimilate his system of abkari administration to that of British districts. In 1903 he agreed to prohibit the cultivation of hemp in his State, and leased his hemp drug revenue to the British Government up to the 31st July 1904. As on that date the abkari management reverted to the State, the Nawab was also permitted to retain the management of hemp drugs on certain conditions. A fresh abkari Agreement was concluded in 1926; and this was renewed (No. XV) in 1929.

The Nawab has first class jurisdiction, having power to try for capital offences any persons except British subjects. Cambay is under the political supervision of the Collector of Kaira.

The area of Cambay is about 350 square miles; population, by the Census of 1921, 71,762; and gross revenue, Rs. 10,07,845.

The State pays an annual tribute of Rs. 21,924-4-0 to the British Government.

The State maintains no regular military force; but there are 9 serviceable guns, 10 mounted men forming the Nawab's Bodyguard, and 21 mounted and 62 dismounted Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.





## No. 1.

TRANSLATION of the TREATY entered with NAWAB MOMUN KHAN, GOVERNOR of CAMBAY, for the SALE of the FORT of TARRAJAH, with its AMMUNITION and DEPENDENCIES,—1771.

## ARTICLE 1.

That in consideration of the Honourable Company selling and making over to him and his heirs the fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Koolies, he, the Nawab, agrees to pay them (the Honourable Company) the sum of Rupees seventy-five thousand (75,000) in the term of five years, at five yearly equal payments of Rupees fifteen thousand (15,000) each; the first payment of Rupees fifteen thousand (15,000) to be made twenty days after the Nawab's forces have got possession of Tarrajah fort, and the remainder to be paid punctually by the Nawab on the very same day of every year after as the first payment was made, until the whole sum of Rupees seventy-five thousand (75,000) is received.

## ARTICLE 2.

As the Honourable Company have been pleased to show their great regard and favour to him (the Nawab) in giving him the fort of Tarrajah, he most solemnly declares he will on no account enter into any terms or friendship with the Koolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Honourable Company as his enemy also, but will distress such as much as possible; neither will he, on any account whatsoever, deliver the fort of Tarrajah, or any part of the country to either the Koolies or any other country power whatsoever, without the consent of the Honourable Company first had and obtained.

## ARTICLE 3.

That should the Honourable Company at any time hereafter have occasion to act against the Koolies of the other districts, the Nawab very willingly agrees to let the Honourable Company have the use of the fort of Tarrajah, and its dependencies for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want, provided they do no damage to the fort or its pergunnah, which in such case is to be made good by the Honourable Company.

## ARTICLE 4.

Should any power whatsoever attack or disturb him (the Nawab) in his fort of Tarrajah and its dependencies, he requests the assistance of the Honourable Company to keep him at possession, as he must now look upon himself as one of their servants; and any charges sustained by the Honourable Company by such their





assistance, he, the Nawab, most readily agrees to defray as soon as he conveniently can ; and should the Honourable Company have occasion for his troops, he, the Nawab, is very ready to follow their orders with such a number of forces as they may require ; and the Honourable Company is to pay such expense as may be incurred on that account as soon as may be convenient to them.

## ARTICLE 5.

He requests the Honourable Company will send him a proper convoy for conveying his troops to the Kooly coast, and that a sufficient force may meet them on the shore to escort them to and deliver them the fort of Tarrajah ; and he requests the Honourable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) maunds of lead, for the use of Tarrajah fort, which he, the Nawab, agrees to pay for.

## ARTICLE 6.

He promises and agrees to make the first payment by the time above mentioned unto Mr. John Torlesse by transfer upon the shroffs, and for the remainder four payments he makes over the revenue of the Mocawt and Cosbaw ; and should it please God to distress the said revenue by want of rain, enemies, or the like he (the Nawab) then agrees and promises to make the same good himself.

Approved by the Government of Bombay on 23rd April 1771.

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No. II.

## TRANSLATION of a WRITING from the NAWAB of CAMBAY,—1771.

## AGREEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and MOMUN KHAN, NAWAB of CAMBAY.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise that should Gogo at any time again fall into my hands, and the Honourable English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there ; also from the long friendship subsisting between the Honourable English Company and me, I have hearkened to the recommendation they have been pleased to give to Eckarajee and Gopaljee Servia. I will on no pretence whatever meddle with or trouble the ancient possessions of Eckarajee, the son of the late Bowsung, nor the town or fort of Bhownagur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation ; but I do request that after this agreement, the Honourable Company will not recommend any more persons of





that country to me. And by the help of God, I and my heirs will stand to all agreements hitherto entered into between us.

*Written with my own hand this 12th day of the moon Rujjub, year 1185, or 22nd October 1771.*

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No. III.

TRANSLATION of an ENGAGEMENT executed to the HONOURABLE COMPANY by JWALLANATH SAHEB ROY in behalf of his master NIZAMOOD DOWLA, MAMTAZ-OOLMOOLK MOMIN KHAN BAHADOOR DILAWAR JUNG, of CAMBAY, for the farm of CAMBAY of CHOUTH and NAPPAAR, for the year 1860, or 1803-04, which has been ceded by the PEISHWA to the HONOURABLE COMPANY,—1803.

## ARTICLE 1.

I agree to pay off muckta or stipulated revenue for Company and the Tuppa of Nappaar, on the following conditions . . . Rs. 90,001

## ARTICLE 2.

Deduct expense—

NAPPAAR, viz.:—

|   | Rs.   | Rs.   | Rs. |
|---|-------|-------|-----|
| 20 Cavalry for 12 months, at Rupees 20 each per month. . . . .  | 4,800 |       |     |
| 10 Peons for recovering revenue at Rupees 3 per month . . . . . | 360   |       |     |
| Contingent charges called sadeed . . . . .                      | 500   |       |     |
| 1 Carcoon . . . . .   | 200   |       |     |
|   |       | 5,860 |     |

CAMBAY—

|  |     |     |       |
|--|-----|-----|-------|
| 8 Mehatauns writers upon the Mehal . . . . . | 400 |     |       |
| 8 Peons writers upon the Mehal . . . . .     | 288 |     |       |
|  |     | 688 |       |
|  |     |     | 6,548 |

Payable balance Rs. 83,453

## ARTICLE 3.

Payment of the above sum to be made by the following instalments, viz.:—

|  | Rs.    | Rs.           |
|--|--------|---------------|
| Kartick Sood 12th, or 27th November 1803 . . . . .           | 18,000 |               |
| Pous Sood 12th, or January 1804 . . . . .                    | 20,000 |               |
| Chitre Sood 12th, or April 1804 . . . . .                    | 22,000 |               |
| Jelt Sood, or end of the year in the month of June . . . . . | 23,453 |               |
|  |        | <u>83,453</u> |

## ARTICLE 4.

I will pay the amount of three instalments fully, but for the last there may probably remain a balance in the cultivators' hands, which shall not, however, exceed Rupees 2,000, for the advantage of the pergunnah the following year.





## ARTICLE 5.

Should asmany or sultany happen (calamities from the elements or war), the loss sustained thereby to be duly considered by the Company agreeable to custom.

## ARTICLE 6.

Whatever custom has obtained from time immemorial of receiving from the ryots little offerings (such as vegetable, etc.), it shall not be prevented, provided they are free and voluntary gifts.

## ARTICLE 7.

Some garrison sepoy to be allowed for the fort of Nappaar.

## ARTICLE 8.

If any repairs should be required for the fort of Nappaar, it shall be made by the Comavishdar with the sanction of the Resident, and in that case the charge must be credited by the Company.

## ARTICLE 9.

Wurshasun, or usual allowances to the Brahmins, dawasthans, khyrat, dhur-madao, or charity, etc., should these be ordered to be continued, it shall be credited by the Company.

## ARTICLE 10.

Should any enemies or other disturbance of the peace appear, the commanding officer in the fort of Nappaar will proceed against them on being informed of the circumstance by the Comavishdar, or, in his absence, by the Carcoon.

## ARTICLE 11.

I will collect from the mehal, over and above the amount of Rupees 90,001 of rent, on account of our toolebe, etc., a sum not exceeding Rupees 1,000.

## ARTICLE 12.

Agreeable to the foregoing promises I will act.

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No. IV.

AGREEMENT concluded between HIS EXCELLENCY the NAWAB of CAMBAY and the BRITISH GOVERNMENT, regarding the levy of TRANSIT DUTIES on goods IMPORTED and EXPORTED by SEA through the PORT of CAMBAY,—1856.

From the manifest of imported goods, those intended for transmission to other places shall be entered in a separate memorandum, which shall be signed by the customs officers of both Governments and sent to the transit officer.





2. Goods intended for transmission to other places shall be deposited either in the Outside Custom House, or on an open place in front of it.

3. These goods shall be examined and compared with the memorandum mentioned in the 1st paragraph, and weighed or measured as the case may be, after which the goods shall be entered in the books of both Governments, and the amount of duty to be levied determined.

4. Then the amount of duty in Cambay, old currency, due to both Governments, shall be levied from the merchant, and a receipt granted with the signatures of both officers, showing the amount levied by each.

5. After which each package of merchandize shall be stamped, and permission to remove the goods granted, whether for transmission by sea or land.

6. No Rahadaree goods shall be allowed to enter the city, but shall be taken direct.

7. All export and import goods intended for transmission to other places which shall not be taken away and duty paid within one month, shall be liable to the higher rates of duty fixed for goods imported into, and exported from, the town of Cambay.

8. Duty shall be levied without delay on all transit goods at the Outside Custom House; and if they are not taken away within one month, the higher rate of duty shall also be levied.

9. Transit goods, which shall be taken by any road into the city, or which, having been stored near the city, shall afterwards be brought into it, shall be treated as smuggled, and dealt with accordingly.

10. With the exception of holidays and Sundays, the officers of customs of both Governments shall be present at their duties every day from 10 A.M. till 5 P.M.

11. Out of every rupee levied on transit goods, the Nawab shall take eight annas under the name of "expenses", four annas shall be taken by the British Government, and the remaining four by the Nawab. The details of the eight annas taken by the Nawab as "expenses" are as follows :—

*1st.*—From this the Nawab is to build a custom house on the bunder for the purposes of an office and for the depositing of transit goods. This office is to be for the use of both Governments and as a warehouse for goods.

*2nd.*—The Nawab to make arrangements for the protection of all transit goods as far as his own frontiers, and keep the roads in his own territory in repairs.

*3rd.*—After these objects have been effected, should there be any balance left, the Nawab is to be at liberty to expend the same in repairing the walls of the city or in any way he pleases.

12. If ever any change should be deemed advisable in the above arrangements none shall be made without the consent of both Governments.





13. Transit goods have been classed, and are to pay duty according to different rates, yet there are many descriptions of goods not classed; with regard to these, as many as possible shall be classified, and this shall be done by the customs officers of both Governments, and with the sanction of both Governments.

*Memorandum of rates of transit duty agreed on between the British Government and the Nawab of Cambay to be levied under the name of "Khurajat" or expense on the under-mentioned articles imported at Cambay for transit and brought to Cambay by land for export by sea in lieu of present sea, land customs, and other levies to which such goods are now subject.*

| At 1½ annas per maund, or Rs. 3 per cart-load. | DESCRIPTION OF ARTICLES TO BE TAXED.        |  |  | Description of goods to be taxed on their numbers without reference to weights. |
|--|---|--|--|---|
|  | At 1 anna per maund or Rs. 2 per cart-load. | At ½ anna per maund, or Re. 1 per cart-load. | At 3 pies per maund, or 8 annas per cart-load. |   |
| 1  | 2   | 3  | 4  | 5   |
| Saffron  | Silk  | Cotton yarn                                  | Chunam stones                                  | Rs. A P.<br>Cocoanut, per 1,000 2 0 0   |
| Cochineal                                      | Europe piece-goods                          | Jagree                                       | Grain.   |   |
| Vermilion                                      | Cardamoms                                   | Coriander                                    | Oil-cake or pe-nock.                           | Bamboos, per 1,000 1 0 0  |
| Elephant teeth                                 | Cloves                                      | Cumin seed                                   | Cotton seed                                    |   |
| Vanslochan                                     | Nutmegs                                     | Turneric                                     | Vegetables and fruits.                         | Rafters, per 100 . 0 8 0<br>Teak and black timbers, per cart . 0 8 0            |
| Ruscapor                                       | Mace  | Alum   |  |   |
| Quicksilver                                    | Cinnamon                                    | Almonds (false)                              |  | Large timbers, per cart 0 8 0   |
| Copper   | Akulura                                     | Black raisin and red                         |  |   |
| Tin  | Hing  | Betelnut (Mangrole)                          |  | Bamboos, per 4,000 0 2 0  |
| Sawjeera                                       | Tea   | Dates, wet                                   |  |   |
| Camphor  | Khismiss                                    | Dates, dry                                   |  | Brooms, per 1,000. 0 2 0  |
| Quince seed                                    | Betelnut (Sewurdhun)                        | Copra  |  |   |
| Blue vitriol                                   | Capoor Catcheree                            | Bellama                                      |  | Mats, date, per corge . 0 0 6   |
| Verdigris                                      | Tumalputree                                 | Seena leaves                                 |  |   |
| Brass  | Lead, red                                   | Nesotur                                      |  |   |
| Indigo   | Soap  | Rose flowers, dry                            |  |   |
| Choodee Malka                                  | Glassware                                   | Brimstone                                    |  |   |
| Tobacco  | Almonds                                     | Goolall                                      |  |   |
|  | Ghee  | Dammer                                       |  |   |
|  | Cocoanut oil                                | Gum  |  |   |
|  | Honey                                       | Soornugee                                    |  |   |
|  | Cutlery                                     | Sunchora                                     |  |   |
|  | Sugar                                       | Caulh  |  |   |
|  | Sugarcandy                                  | Fennel seed                                  |  |   |
|  |   | Ajmoode                                      |  |   |
|  |   | Sowah  |  |   |
|  |   | Dry ginger                                   |  |   |
|  |   | Iron bars                                    |  |   |
|  |   | Cotton                                       |  |   |
|  |   | Spirits or liquor, Europe                    |  |   |
|  |   | Castor oil                                   |  |   |
|  |   | Ginjelly seed                                |  |   |
|  |   | Ginjelly oil                                 |  |   |
|  |   | Castor seed                                  |  |   |
|  |   | Sursa seed                                   |  |   |
|  |   | Chunam                                       |  |   |
|  |   | Iron and steel                               |  |   |
|  |   | Ironware                                     |  |   |
|  |   | Spelter                                      |  |   |

The rates of duty, as shown in columns from 1 to 5 shall be levied under the name of "Khurajat" on all goods imported into Cambay for transit, and on goods brought to Cambay for export by sea. In lieu of sea and land Customs and all other levies to which such goods are now subject, and out of every rupee so levied on such goods the Nawab shall take eight annas on account of expense for protecting trade within his territories, and four annas shall be taken by the British Government, and the remaining four annas by the Nawab.

All articles not entered in the above Schedule are to be classified and entered in it by the Customs House Officer of both Governments, and submitted for approval, and the value of each article as entered in the Bombay tariff is the value on which the classification is to be based, and any articles which may be omitted are to be considered as in the 3rd class.





MEMORANDUM of ARRANGEMENTS made by HIS EXCELLENCY the NAWAB of CAMBAY and the BRITISH GOVERNMENT regarding CUSTOMS DUTIES to be levied on goods IMPORTED into the CITY of CAMBAY and on goods the PRODUCE thereof when EXPORTED by SEA.

The manifest of all goods imported by sea, the vessel's register, and any papers received at the port of departure, shall, on the vessel's arrival, be presented by the tindal to the customs officers of both Governments, and they shall make entry accordingly in their books, and give orders for the landing of the cargo.

2. The merchant shall write on the said manifest a memorandum to the effect that such and such goods (if any) are for transit, and the Custom House officers of both Governments shall then send to the officer at the Outside Custom House a Memorandum of such goods duly signed and numbered, a corresponding number being written on the manifest.

3. For all goods to be imported into, or exported from, the city, the merchant shall present a "buruttia" (a written application) duly signed, and the goods mentioned therein shall be duly examined, weighed, etc., in the presence of the officers of both Sircars and the value be determined according to the Bombay tariff, and duly levied for both Governments together in old Cambay currency, according to the schedule hereunto annexed, after which each Government's share shall be separated and credited by the officers of both Governments, and a receipt for the total signed by both officers given to the merchant. If the description of goods be not found in the Bombay tariff then they shall be valued at the bazar price.

4. For all goods exported from Cambay, the tindal shall prepare a general manifest in duplicate, and for any goods therein, which are transit goods, a memorandum to that effect, and showing that duty has been paid thereon, shall be written on the general manifests by the officers of the Outside Custom House, which documents shall then be presented at the Inside Custom House, where they will be compared with the books there, when the manifests shall be signed by both officers, and one given to the tindal and one kept in the Honourable Company's Office, a copy being taken by the Nawab's officer; the port clearance shall also be signed by both officers.

5. The officers of both Governments shall also levy anchorage fees from the owners or tindals of vessels according to the rates prescribed in the annexed schedule in one sum and in Cambay old currency, and divide their shares after giving to the payer a receipt signed by both.

6. Goods shall pay duty according to the tables hereunto annexed, but there are some articles, such as grain, firewood, timber, etc., which cannot at once be brought to the Inside Custom House; these shall, therefore, be taken to the old Meerbeer Chowkee, where they shall be examined and duty levied according to the tables and a receipt from both Sircars granted, the shares being divided after; but although duties of customs on certain goods are to be levied near the Meerbeer Chowkee, yet it is clearly understood that all old Meerbeer levies are abolished.





7. All goods to the value of Rupees 30, or petty customs, whether at the Inside Custom House or at Meerbeer Chowkee, shall pay duty according to the rates in the schedules, and shall be examined in the presence of the officers of both Governments, and one receipt for the total sum levied granted as above : the shares to be divided afterwards. Of these petty customs, one-fourth under the name of "khoirat" (charity) to be deducted every day, and the balance to be credited under the head of "Petty Customs". The "khoirat" of both Governments shall be kept in one account book, and according to present custom, out of this sum, charity is to be dispensed to the lame, fuqueers, blind, etc., by procuring for them grain, drinking water, etc., and the expenses entered in the book by the officers of both Governments.

8. All goods, whether import or export, are to be stamped after the duty is levied.

9. The method of conducting the Kavee Ferry is not to be altered, but kept as it is by both Governments.

10. Except the demands authorised by this arrangement entered into by both Governments, no other levy of any kind, nor under any name, is to be made by the customs officers of either Government.

11. A true copy of each general manifest shall remain with the Nawab's officer, while the original and any papers from port of departure shall remain with the Honourable Company's officer. The "buruttia" or written application, after having been examined and signed by both officers, shall be given to the Nawab's officer for his records, but shall be shown to any other officer at any time they may be required. The duffers of both Governments shall be kept so as to correspond.

12. With respect to smuggled goods seized, they shall be brought into the Custom House, and the officers of both Governments shall, as usual, make due enquiry into the matter, and the Nawab's officer shall take copies of all the papers relating to the enquiry, while the original papers shall be sent to the office of the Deputy or Assistant Commissioner, and whatever orders shall be received with respect to each case shall be acted on in the same way as at present ; but if the decision of the European officer shall seem to the Nawab to require being modified, the Nawab shall write his opinion on the subject, when it will be taken into consideration.

13. Whenever the Nawab's Darogah shall send a note with his signature, that such and such provisions are for the use of the Durbar or the establishment of the Nawab, they shall be passed free and entered in the books as free, and whatever provisions in transit for Europeans, as are at present passed free, so they shall be continued to be passed without any hindrance. Provisions of the value of Rupees 15 belonging to travellers, and of the value of Rupees 5 belonging to inhabitants of the city, shall be allowed to pass free either way.

14. The Inner Custom House, now in a dilapidated condition, shall be repaired at the expense of the Nawab, and both Governments shall have therein an office, a





Treasury, and a record-room ; and for the Company's officers exclusively another cutcherry for all purposes shall afterwards be built by the Nawab.

15. With the exception of holidays and Sundays, the servants of both Governments shall attend in the Custom House from 10 A.M. to 5 P.M., and shall not make any delay in the transaction of business.

16. Piece-goods manufactured in Cambay are not in the tariff, and cornelions are put down in the tariff at a very low price ; therefore every three years a committee consisting of merchants and the officers of both Governments shall enquire into the prices of these things in the bazar, and fix the price thereon for the levy of duty under the sanction of both Governments.

17. In the annexed schedule are laid down the rates of the several hüks ; according to that the sums are to be deducted at the time of dividing the shares of both Governments, and credited in a separate account book kept for that purpose, the entries being signed by the officers of both Governments—the money to be kept in the Nawab's treasury in the Custom House ; and at the end of every month these officers shall give to the hukdars what is due to them, and take their receipts for the same, and whatever hukdars are doing duty, both Governments shall see that they do their duty properly.

18. No change to be made in the above arrangements without the consent and sanction of both Governments. According to these present arrangements, the custom duties shall be carried on ; the old system with regard to weighing, rates, etc., to be abandoned.

*Statement showing the rate of Sea Customs duties on goods imported into and exported from the town of Cambay and of anchorage fees to be levied on vessels arriving at Cambay, as agreed upon by the British Government and His Excellency the Nawab in the year 1856.*

| DESCRIPTION OF GOODS.                     | Government's share in customs. |          | NAWAB'S SHARE.     |         |                  |  | Total to be levied on Rupees 100 worth of goods. | ANCHORAGE FEES TO BE LEVIED ON EVERY VESSEL ON ARRIVAL WITH OR WITHOUT CARGO. |   | REMARKS. |
|---|--------------------------------|----------|--------------------|---------|------------------|--|--|---|---|----------|
|   | British share                  | Customs. | Baptise & Punjium. | TOTAL.  | Hukdars' Shares. | Fee to be levied according to the burthen specified in the Registry Certificate. |  | Rate of anchorage fee.  |   |          |
|   |                                |          |                    |         |                  |  |  |   |   |          |
|   | Rs.a.p.                        | Rs.a.p.  | Rs.a.p.            | Rs.a.p. | Rs.a.p.          | Rs.a.p.  |  | Rs. a. p.   |   |          |
| On all goods imported from whatever port. | 1 7 0                          | 1 7 0    | 1 1 0              | 2 8 0   | 0 5 0            | 4 4 0  | From 1 to 20 Candles                             | 1 0 0   | The proceeds of anchorage fees shall be divided in these equal shares between the Hon'ble Company, the Nawab of Cambay and the Hukdars. |          |
|   |                                |          |                    |         |                  |  | " 21 to 40 "                                     | 1 8 0   |   |          |
|   |                                |          |                    |         |                  |  | " 41 to 60 "                                     | 2 0 0   |   |          |
|   |                                |          |                    |         |                  |  | " 61 to 80 "                                     | 3 0 0   |   |          |
|   |                                |          |                    |         |                  |  | " 81 to 100 "                                    | 3 8 0   |   |          |
| On all goods exported to whatever port.   | 1 13 0                         | 1 13 0   | 1 1 0              | 2 14 0  | 0 5 0            | 5 0 0  | " 101 and upwards                                | 4 0 0   |   |          |





*Statement of the distribution of the Huk allowances from the Customs and Anchorage fees levied at the Port of Cambay, as agreed upon by the British Government and the Nawab of Cambay conjointly.*

|  | ON IMPORTS.           |   | ON EXPORTS.           |   | Hukdars' share of anchorage fees to be distributed as under. |
|--|-----------------------|---|-----------------------|---|--|
|  | Custom House Hukdars. | Hukdars on the duties formerly taken at the Meerbeer. | Custom House Hukdars. | Hukdars on the duties formerly taken at the Meerbeer. |  |
|  | Rs. a. p.             | Rs. a. p.   | Rs. a. p.             | Rs. a. p.   | Rs. a. p.  |
| Moosruft   | 0 2 0                 | 0 0 3   | 0 1 6                 | 0 0 3   | 0 0 7  |
| Canoo of the Custom House and Canoo of Pashan of Meerbeer                        | 0 0 0                 | 0 1 0   | 0 0 9                 | 0 1 3   | 0 1 0  |
| Thakorejee Nutweriajee of Ahmedabad—claim on account of the Custom House levies. | 0 0 6                 | ....  | 0 0 6                 | ....  | ....   |
| Thakorejee Nuvinthiajee of Cambay—claim on account of the levies at Meerbeer.    | ....                  | 0 1 6   | ....                  | 0 1 7   | 0 0 2½   |
| Dharimada  | ....                  | 0 0 6   | ....                  | 0 0 5   | ....   |
| Seekmar  | 0 0 6                 | ....  | 0 0 3                 | ....  | ....   |
| Khasnuvish of British Government   | 0 0 5                 | 0 0 7   | 0 0 8                 | 0 0 6   | 0 0 3  |
| Khasnuvish of Nawab Sahib  | 0 0 10                | 0 1 2   | 0 1 4                 | 0 1 0   | 0 0 6  |
| Lutmeenuvish   | ....                  | ....  | ....                  | ....  | 0 0 5½   |
| Varagee  | ....                  | ....  | ....                  | ....  | 0 0 5½   |
| Mahdrojee  | ....                  | ....  | ....                  | ....  | 0 0 1½   |
| Swameenaryen   | ....                  | ....  | ....                  | ....  | 0 0 2½   |
| Josee  | ....                  | ....  | ....                  | ....  | 0 0 9  |
| TOTAL  | 0 5 0                 | 0 5 0   | 0 5 0                 | 0 5 0   | 0 5 4  |

AMENDED 11TH ARTICLE of the AGREEMENT with the NAWAB of CAMBAY in year 1856 regarding RAHADAREE COLLECTIONS.

#### AMENDED ARTICLE 11.

Eight annas in each Rupee of the Rahadaree, or transit collections, shall be shared equally between the British Government and the Nawab.

The remaining eight annas shall be disposed of as follows :—

|               |           |   |
|---------------|-----------|---|
| 24 Peons      | Rs. 1,220 | 1st.—A fixed establishment, as per margin, under the supervision and orders of the Nawab, shall be maintained for the protection of goods in transit within the Cambay territories. The strength and pay of this establishment not to be changed without the consent of Government. |
| 8 Showars     | 2,400     |   |
| Contingencies | 180       |   |
| 1 Karkoon     | 150       |   |
| Hukdars, etc. | 300       |   |
| Rupees        | 4,950     |   |

2nd.—Of the balance one-third shall be devoted to educational purposes, and shall be expended under the direction of the Political Agent of Kaira on account of the expenditure being annually forwarded to His Excellency the Nawab.

3rd.—The remaining balance to be spent by His Excellency the Nawab in such a way as to promote the health and convenience of his subjects. Detailed accounts of expenditure to be kept, which the Political Agent of Kaira shall be entitled to inspect when desirous of so doing.





## No. V.

## ADOPTION SUNNUD granted to the NAWAB of CAMBAY,—1862.

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 Engagements which record its obligations to the British Government.

*Dated 11th March 1862.*

CANNING.

A similar Sanad was granted to the Chief of Sachin in 1862, and to the Nawab of Janjira in 1890.

## No. VI.

## SALT AGREEMENT between the BRITISH GOVERNMENT and NAWAB JAFFER ALI KHAN of CAMBAY,—1881.

Whereas the British Government and Nawab Jaffer Ali Khan of Cambay are equally animated by the desire to draw closer the ancient ties of friendship which unite the two Governments, and whereas it has been found expedient to close the salt works in the territory of Cambay, in the profits of which the two Governments have hitherto shared, the contracting parties, *viz.*, the two Governments aforesaid, hereby agree together in the manner following :—

## ARTICLE 1.

The Nawab having, since the 19th day of March 1878, closed the Cambay salt works and discontinued the manufacture of salt, undertakes henceforward to keep the said salt works closed and to suppress the manufacture of salt in his territory.

## ARTICLE 2.

All works in Cambay territory shall be kept flooded, and otherwise effectually rendered incapable of yielding or producing salt.

## ARTICLE 3.

The Nawab also undertakes to prohibit and prevent the clandestine manufacture of salt and collection of natural salt on the banks of the Mybe river or else-





where, throughout his territory, and also to prohibit and prevent the importation into, and exportation from, his territory of any salt other than British duty-paid salt.

## ARTICLE 4.

The Nawab furthermore undertakes to continue the payments to Hakdars and charitable institutions at the rates and in the manner provided in the schedule annexed to his agreement, specifying the names of the recipients and the amounts payable to each, subject to the usages and customs to be observed by, or on the part of, the said Hakdars and charitable institutions, respectively, in that behalf.

## ARTICLE 5.

In consideration of the faithful and effective discharge of the foregoing obligations and undertakings, the British Government agrees to pay to the Nawab's Government the yearly sum of Rupees 40,000 (forty thousand) in two equal instalments, the first of such instalments of Rupees 20,000 (twenty thousand) shall be payable on the 10th day of January, and the second instalment of like sum of Rupees 20,000 (twenty thousand) on the first day of July of each and every year.

## ARTICLE 6.

The British Government further agrees to deliver 500 (five hundred) Indian maunds of salt annually free of all charge at the Annand Station for the consumption and use of the Durbar.

## ARTICLE 7.

In the event of the re-opening by the British Government of the salt works closed since March 19th, 1878, referred to in Article 1, the yearly payment to be made to the Nawab's Government under Articles 5 and 6 shall be discontinued from the date of such re-opening, and all the rights and privileges connected with the manufacture of, and the levy of duty on, salt enjoyed by the Nawab prior to the closing of the salt works shall be restored to him.

In witness whereof the Nawab hath hereunto set his hand and seal this 17th day of March one thousand eight hundred and eighty-one.

Signed, sealed, and delivered by the }  
within-named Nawab Jaffer Ali }  
Khan in the presence of }

JAFFER ALI KHAN.

SHAMRAO N. LAUD,

*Dewan of Cambay.*





*Schedule referred to in Article 4 of the Agreement between the British Government and His Excellency Jaffer Ali Khan, Nawab of Cambay.*

*Amount of Hak.*

*Names of Hakdars.*

*Rs. a. p.*

1,516 0 11 His Excellency the Nawab.

*Rs. a. p.*

1,231 12 10 For "Balai".

94 12 0 For "Vakaetnamsi".

189 8 1 Watching charges.

*Kanugas.*

*Rs. a. p.*

440 15 9 To Damodar and Itchashankar *alias* Amtha and Nana Magan, heirs of Ishner Aditram, in equal shares.

440 15 10 Bechae Mansuk Jetha and Bai Ganga, widow of Ganpatram, heirs of Mugat Asharam, in equal shares.

*Musurfi.*

189 8 1 Nurdi Mahomed Khan, heir of Begum Jan, daughter of Narza Rajibeg.

*Nakedar.*

5 4 3 Rowji Modji.

5 4 3 Galebhai Dalabhai.

5 4 3 Bapu Sojan Sing.

5 4 3 Malhar Sing Baji.

5 4 3 Joita Tejsang.

5 4 3 Bhowsing Ujam Sing *alias* Ghela Wajesang.

5 4 3 Rama Jibawa.

5 4 3 Chotalal Chamanlal and Lalu Bhowsing, in equal shares.

5 4 3 Joita Bapuji.

5 4 3 Lalu Joitaram.

5 4 3 Joita Wakhatsang.

5 4 3 Chotalal Joithibhai.

5 4 3 Shewaklal Portab Sing.

5 4 3 Hakimboo, widow of Gafur Rasul.

5 4 3 Galbhai Thakorji.

5 4 3 Bai Ulat, widow of Narsing Nanabhai.

5 4 3 Shewaklal Ujamsang.

5 4 3 Kalia Kesrisang.

5 4 3 Magan Joitaram.

5 4 3 Chogal Chaman.

5 4 3 Bai Rambai, mother of Kali Kakabhai.

5 4 3 Kalia Dayabhai.

5 4 3 Bai Adit, widow of Daya Govindram and Bai Mankooover, mother of Girjashanker Ghela, in equal shares.

5 4 3 Rawji Jitaram.

5 4 3 Abdul Karim Walde Chand.

5 4 3 Rasul Latif.

5 4 3 Jetha Rodhwaram.

5 4 3 Lalu Bhowsang and Chotalal Chamanlal, in equal shares.

5 4 3 Bai Waju, widow of Bapu Bhagwan.

5 4 3 Rohim Rosul.



*Amount of Hak.**Names of Hakdars.**Rs. a. p.*

|   |   |   |  |
|---|---|---|--|
| 5 | 4 | 3 | Bai Biban, wife of Sayed Mahomed Abasi.  |
| 5 | 4 | 3 | Lalu Avagi.                              |
| 5 | 4 | 3 | Bhowsang Ujamsang and Bhuria Kesarising. |
| 5 | 4 | 3 | Madhowrow Bapuji.                        |
| 5 | 4 | 3 | Natho Lalu.                              |
| 5 | 4 | 3 | Jilia, daughter of Gonan Sing Ujam Sing. |

*For feeding birds.*

|    |    |   |  |
|----|----|---|--|
| 47 | 6  | 0 | Rotan Chand Gulab Chand.<br><i>Dharmada (Charitable).</i>              |
| 1  | 8  | 0 | Krishnaram Jiwanram.   |
| 3  | 0  | 0 | Lakhmishankar Rupshankar.  |
| 1  | 4  | 0 | Bai Maha Luxmi, heir of Dipram Motiram.                                |
| 1  | 8  | 0 | Bai Kasi, widow of Dulawram Krishnaram.                                |
| 4  | 0  | 0 | Magan Karunashankar, worshipper of Shidhai Mata.                       |
| 1  | 8  | 0 | Mahalakshmi and Shigonga, daughters of Kubeta Nandram.                 |
| 1  | 8  | 0 | Bai Umia, sister of Balwaid's wife, on account of latter's son.        |
| 3  | 0  | 0 | Pranshankar Pitambee Vyas.   |
| 1  | 8  | 0 | Bai Mulkuner, widow of Mugatram Natharam.                              |
| 3  | 0  | 0 | Bochar Nand Kesar Shukul.  |
| 1  | 8  | 0 | Chand Pira, Muzawar of Phool Pir.                                      |
| 4  | 0  | 0 | Laxmishankar Rupshankar, worshipper of Chamunda Mata.                  |
| 1  | 8  | 0 | Bai Jamna, widow of Motiram Veniram.                                   |
| 0  | 8  | 0 | Amirsha Amanatsha, Murzawar of Memda Pir.                              |
| 1  | 8  | 0 | Bai Vizli, widow of Loxmiram Nathuram.                                 |
| 1  | 8  | 0 | Bhat Rajaram Sobharam.   |
| 4  | 0  | 0 | Bai Rukhmani, widow of Waid Parbhashankar Ganpatram.                   |
| 1  | 8  | 0 | Wajinath Wajiram Vyas.   |
| 3  | 0  | 0 | Bai Dewali, daughter of Bechar Wajeram.                                |
| 4  | 0  | 0 | Bai Rukhmani, heir of Rajaram Shankarbhat.                             |
| 1  | 8  | 0 | Bai Suraj, widow of Vyas Harmath Bhajji.                               |
| 3  | 0  | 0 | Damodar, Itchashankar, Amtas and Magan, sons of Kanuga Ishver Aditram. |
| 1  | 8  | 0 | Bai Jadov, daughter of Krishnaram Pipa.                                |
| 1  | 8  | 0 | Premdas Bhagwandas, worshipper of Thakor Mandir at Menpur.             |
| 1  | 8  | 0 | Bai Daya, daughter of Hariram Parbthuram.                              |
| 5  | 0  | 0 | Tulsidas Haridas Bawa of the Machipura Madhi.                          |
| 10 | 12 | 0 | Manu Dayal, who pours milk in the sea every month.                     |

*Bhangies.*

|   |    |   |  |
|---|----|---|--|
| 3 | 0  | 0 | For bread to dogs, to Ratanchand Gulabchand. |
| 3 | 15 | 2 | Jamna Dewa.                                  |
| 3 | 15 | 2 | Nagar Shankar.                               |
| 3 | 15 | 2 | Machha Samji.                                |
| 3 | 15 | 2 | Natha Haria.                                 |
| 3 | 15 | 2 | Mitha Wasta.                                 |
| 3 | 15 | 2 | Joita Lala.                                  |



*Amount of Hak.**Names of Hakdars.*

| <i>Rs.</i> | <i>a.</i> | <i>p.</i> |  |
|------------|-----------|-----------|--|
| 3          | 15        | 2         | Ranchor Joita.                             |
| 3          | 15        | 2         | Lala Jetha.                                |
| 3          | 15        | 2         | Jaga Khinna.                               |
| 3          | 15        | 2         | Lala Mongal.                               |
| 3          | 15        | 2         | Berkhi and Adit, daughters of Jiva Bechar. |
| 3          | 15        | 2         | Amtha and Jamna, sons of Dewa Dayal.       |
| <hr/>      |           |           |  |
| Total      | 2,944     | 6 4       |  |

Witness to the signature of His  
Excellency the Nawab Jaffer Ali  
Khan.

(PERSIAN SIGNATURE OF HIS EXCELLENCY.)

SHAMRAO N.,  
*Deewan.*

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No. VII.

TRANSLATED SUBSTANCE of copy of an AGREEMENT passed by HIS EXCELLENCY the NAWAB of CAMBAY in respect to the manufacture and sale of OPIUM in that STATE, without date, and received and ordered to be translated on the 3rd November 1881 :—

1. The cultivation of the poppy and the manufacture of opium to be put a stop to.

2. The Nawab should send for from the British Government's depot at Ahmedabad, or some other place, all the opium required for consumption. No other person except the Nawab's Sarkar (officials ?) shall sell it from the 1st October next.

3. Sections of the Indian Opium Act bearing on the subject, and the rules framed under that Act from time to time, will be enforced in the Cambay State in accordance with the usage of the Nawab's Court.

4. The stock of opium or its juice which cultivators or merchants may possess should be sold before the 1st October. The Nawab will purchase the stock of opium which may remain after that date, and resell it to licensed parties at the cost price, and on the payment of the full duty.

5. After the 1st October the price of opium sold in retail in Cambay should not be less than that prevailing in Kaira.

6. A half-yearly account showing the quantity of opium imported into Cambay and sold, the proceeds of the sale, and the quantity of opium remaining, should be sent to the Political Agent.





7. The Nawab will conduct himself in accordance with the preceding six paragraphs. The opium on which the duty has not been paid will not be allowed to be imported into Cambay. Opium will not be sold in retail in Cambay at a price less than that prevailing in Kaira. In lieu of this the British Government agrees to pay to the Nawab the whole of the duty, viz., Rupees (650) six hundred and fifty per chest on the opium which, as stated above, may be imported for consumption in Cambay.

S. P. PUNDIT,

*Oriental Translator to Government.*

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No. VIII.

AGREEMENT between HIS HIGHNESS JAFFER ALI KHAN, NAWAB of CAMBAY, and the BRITISH GOVERNMENT, in supersession of the agreements entered into by the NAWAB of CAMBAY in one thousand eight hundred and fifty-six, regarding the administration of the Customs Department and the levy of Rahdari and Transit duties in the State of Cambay,—1885.

1. The treaties of one thousand eight hundred and fifty-six are hereby cancelled and in lieu thereof it is mutually agreed as follows.

2. His Highness the Nawab of Cambay has, from the first day of April one thousand eight hundred and eighty-four, introduced the British customs tariff at his sea-ports, and whenever from time to time the British Government may make alterations or modifications in such tariff, His Highness the Nawab shall make similar modifications in the tariff at his ports. His Highness the Nawab shall further follow the system, use the forms and observe the rules in force in British custom-houses, and shall in all respects assimilate, so far as it may be possible, the procedure in his custom-houses therewith. His Highness shall not allow the importation by sea into the State of Cambay of any fermented or spirituous liquor or the importation or exportation by land or sea of any opium except opium duly covered by a British pass.

3. The British share or *chouth* on sea customs, anchorage fees and miscellaneous customs fees is hereby commuted in perpetuity (as the *chouth* on land revenue has already been) for an annual payment by His Highness the Nawab to the British Government of two hundred British Indian rupees. The said payment shall be made by His Highness the Nawab to the British Treasury at Barsad on the first of April in each year.

4. While reserving to themselves all rights of control and management in the Department of Customs in the Cambay State, which they hold by right of conquest from the Peshwa, the British Government will, from the date of this agreement taking effect, hand over to His Highness the Nawab the control and management of the custom-house at Cambay, and will withdraw from Cambay territory their Sarkarkun of Customs and the Mahalkari of Cambay, together with the establishments subordinate to these officers, respectively, and will abstain from exercising their rights of control and management in the Department of Customs in the State





of Cambay for so long as the arrangement in that behalf made by His Highness the Nawab prove satisfactory and subject to the following conditions, namely :—

- (a) The British Government shall maintain a special officer, who shall be allowed a seat in the Cambay Custom-house and shall be authorized to inspect and scrutinize and copy all customs documents and books and all customs business transacted there and in all other places in Cambay territory, as well as to examine all goods landed or shipped or water-borne to be landed on or from Cambay territory.
- (b) The British Government shall maintain such establishments as they may deem necessary for the prevention of salt-smuggling and clandestine practices relating to salt in Cambay territory ; but the maintenance of such establishments by the British Government shall not affect the obligations undertaken by His Highness the Nawab himself to prevent salt-smuggling of all kinds, as well as the consumption within the limits of His Highness's State of any salt on which the British excise has not been paid.
- (c) The British Government will resume direct control and management of the Department of Customs in Cambay if the arrangements made by His Highness the Nawab do not prove satisfactory.

5. The British Government and His Highness the Nawab of Cambay, respectively, agree to discontinue for ever the joint and separate levy of Rahdari and Transit duties of all kinds and of all the petty cesses mentioned in the schedule hereto attached, as well as of all similar cesses except such as are strictly of a municipal character and fall on the consumption or inhabitants of the town of Cambay exclusively ; provided that His Highness the Nawab may continue to levy as heretofore on his own account a royalty on mintage, divorce and marriage registration-fees, and fees for stamping weights and measures.

6. The British *chouth* on the land revenue having been commuted for ever, the British Government will not share in any possible increase of land revenue following a revision of assessment.

7. His Highness the Nawab shall pay the Hakdars the same proportion of the total customs receipts under the British tariff as was allowed to them in the Agreement of one thousand eight hundred and fifty-six.

8. This agreement has taken effect from the first day of April one thousand eight hundred and eighty-four, and is binding also on the heirs and successors of His Highness the Nawab.

Dated this second day of April one thousand eight hundred and eighty-five.

Witness.

SHAMRAO N. LAUD,

*Diwan of Cambay State.*

JHAUNBHAI NATHURBHAI,

*Head Clerk, Kaira Collector's Office.*

NAWAB OF CAMBAY.

ARTHUR HUME SPRY,

*Political Agent, Kaira.*



*Supplementary Declaration.*

The British Government, in view of the completion of these arrangements with the Nawab of Cambay, hereby foregoes the payment of the sum of rupees two hundred stipulated as commutation in Article 3 of the Agreement dated the second day of April one thousand eight hundred and eighty-five.

Witness.

SHAMRAO N. LAUD.

JHAUNBHAI NATHUBHAI.

ARTHUR HUME SPRY,

*Political Agent, Kaira*

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*Schedule of Taxes, Fees and Cesses jointly and separately levied by the British and Cambay Governments and now to be abolished.*

I. Moteshi—

1. Fees levied for stamping weights and measures, per shop.
2. Fees for erecting or repairing buildings on—
  - (a) Public thoroughfares—
    - (1) Carpenters.
    - (2) Bricklayers.
    - (3) Tile-turners.
    - (4) For each door or window fronting main road.
    - (5) For each new verandah fronting main road.
  - (b) On minor streets—
    - (1) On every verandah.
    - (2) On every door.
    - (3) On every window.
3. Fees levied at the Divali—
  - (1) From each confectioner.
  - (2) From each potter.
  - (3) From each seller of fireworks.
4. Fees levied at the Holi—
  - (1) From each parched gram maker.
  - (2) From each confectioner.
5. Fees levied during the monsoon—
  - (1) From milk sellers for selling boiled milk at every Agiaras.
  - (2) From each toy seller at Shrawan fairs.
  - (3) At Droathul feast from every Khoja (sweet-meat seller).





6. Fees levied from each betel-leaf seller, per year.
7. Fees levied from each iron shopkeeper, per year.
8. Fees levied from each parched gram seller, per month.
9. Fees levied from vegetable sellers, per shop per diem.
10. Fees levied from—
  - (1) Fruit and spices sellers, per shop per month.
  - (2) Those who sit in the public roads to sell vegetables per diem.
11. Fees levied on caste feasts of Panjigars (Warp-pasters), per feast.
12. Fees levied on mango warehouses, per warehouse.
13. Fees on every cart laden with plantains that enters the city.
- II. Nazrana—
  1. From the panch of cotton-seed sellers, per year.
  2. From the panch of firewood sellers, per year.
  3. From the panch of Dasi Bania or cloth sellers, per year.
  4. From the Kanooga of salt, per year.
  5. From the Panch of Rice-beaters, per year.
  6. From the Kanooga of Ghu Kanta, per year.
  7. From the Panch of Sootaria, per year.
  8. From the Panch of Judia (weavers), per year.
  9. From the Kanooga of Noherji, per year.
  10. From the Kanooga of cotton-seed sellers, per year.
  11. From the Nakardass of Noherji, per year.
  12. From the potter, per wheel.
  13. From the Panch of smoking pipe-makers.
  14. From the Panch of Sathuria.
  15. From the Panch of cocoanut sellers.
  16. From the Panch of pulse sellers.
  17. From the Panch of Pinjara.
  18. From the Panch of oil sellers.
  19. From the Panch of coppersmiths.
  20. From the Panch of vegetable sellers.
  21. From the Panch of flour sellers.
  22. From the Panch of tobacco sellers.
  23. From the Panch of perfume sellers.
  24. From the Panch of weighers.
  25. From the Panch of butchers.





26. From the Panch of grain dealers.
27. From the Panch of ganja sellers.
28. From the Panch of Wadi Falia.
29. Fees from the abkari contractor.

### III. Kotwali Chabutro—

1. Fees levied on every cart laden with plantains.
2. Fees levied on every shop of vegetable sellers.
3. Fees on re-marriages in the town and suburbs, other than Machipura —
  - (1) By widows.
  - (2) By divorced women.

### IV. Machipura Chabutro—

1. Fees on every deed transferring the right to land, for building sites in Machipura, and to salt-pans.
2. Fees levied from tobacco sellers, per shop per annum.
3. Fees on retail oil sellers, per shop per annum.
4. Fees on re-marriages in the Machipura suburb—
  - (1) By widows.
  - (2) By divorced women.

### V. Mint—

1. Fees of one ingot weight of copper coins levied at every time that copper ingots are weighed.
2. Fees of five annas on every crucible used in silver-melting.
3. Rs. 3-1-8 on every 1,000 rupees coined.
4. Rasal Duragi Re. 1 on every 1,400 rupees weight of "moos," per moos.
5. Rasal Khasumesi of 5 annas on every 1,400 rupees weight of "moos," per moos.
6. Fees of 2 annas 5 pies on one maund of copper coined.
7. Rasal Durazi fee of 1 anna on one maund of copper coined.
8. Rasal Khasumesi fee of half anna on one maund of copper coined.

Witness.

SHAMRAO N. LAUD.

JHAUNBHAI NATHUBHAI,

*Head Clerk, Kaira Collector's Office.*

NAWAB OF CAMBAY.

ARTHUR HUME SPRY,

*Political Agent, Kaira.*

DUFFERIN,

*Viceroy and Governor-General of India.*





This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the eighteenth day of June A.D. one thousand eight hundred and eighty-five.

H. M. DURAND,  
*Secretary to the Government of India,*  
*Foreign Department.*

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No. IX.

AGREEMENT of the NAWAB of CAMBAY for the REMOVAL of all RESTRICTIONS on FREE TRADE in his State,—1888.

No. 179, dated Camp, 25th February 1888.

From—HIS HIGHNESS JAFFER ALI KHAN, Nawab of Cambay,

To—W. PORTEOUS, Esq., C.S., Collector and Political Agent, Kaira.

With reference to the correspondence ending with your No. 504 of 1888, dated the 29th January 1888, in regard to the removal of restrictions on free trade in my State, I have the honour to inform you that on behalf of myself and my successors I engage myself to abolish within my State from henceforth all tolls and imposts on the import and export of any commodity whatever; Provided that this engagement shall not be deemed to affect or prevent the levy by this State of—

- (1) tolls on bridges, roads, ferries, canals or causeways, for the purpose of covering the cost of repairing and maintaining such bridges, roads, ferries, canals, causeways;
- (2) duties of Octroi for municipal (including police and educational) purposes upon articles consumed within the limits of a Municipality; and
- (3) tolls constituting abkari revenue.

2. I further on behalf of myself and my successors engage myself to abolish, from some date within two years from the date of this agreement to be hereafter fixed by me at my convenience, the impost on the weightment of commodities sold in my State which is known by the name of "Mopara".

3. With a view to the encouragement of the local industries, I further on behalf of myself and my successors engage myself to abolish from henceforth all special tolls on trade and industries, and on the sale of commodities manufactured within the Cambay State under whatever designations such tolls may hitherto have been levied.

Hoping that you are in health and prosperity.





## No. X.

UNDERTAKING of the CHIEF of CAMBAY to abide by certain conditions affecting the administration of the CAMBAY STATE,—1894.

Dated 25th April 1894.

TO HIS EXCELLENCY the Right Honourable GEORGE ROBERT CANNING, BARON HARRIS, G.C.I.E., GOVERNOR OF BOMBAY.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's "kharita," dated 9th April 1894, which was presented to me on 25th April 1894 by Mr. Reid, Commissioner, Northern Division, and I wish to express my thanks and pleasure at receiving the "kharita" and for the kind expressions contained in its sixth paragraph.

2. I have fully understood the contents of the "kharita," and I hereby give my unqualified assent on behalf of myself, my heirs and successors to all the conditions set forth in it, and to loyally act up to the terms of the "kharita" fully.

3. I undertake on behalf of myself, my heirs and successors to respect and maintain, in accordance with their terms, all title-deeds and claims, and all settlements of land-revenue settled by the Special Political Agent and approved by the Bombay Government, and in force on the 25th April 1894, except in so far as they may be rescinded by a competent court of law or with the consent of the Bombay Government;

And to seek and follow the advice of the Government of Bombay in reference to the revision of the Revenue Survey Settlement when its prescribed period is completed;

And not to remove my Diwan from his office without the sanction of the Bombay Government;

And never to employ Mr. Shamrao N. Laud in any capacity in this State.

And to submit an accurate report of the administration of the State every year in prescribed form and on prescribed date, and to include with it an annual budget estimate of revenue and expenditure for the following year;

And that I and my heirs and successors, under the protection of Her Majesty the Queen-Empress, will at all times conform to such advice as Your Excellency, or Your Excellency's successors in the Government of Bombay, may offer in regard to any object connected with the advancement of my interests, the happiness of my subjects, or the maintenance of my political relations with the British Government.

All the details and advice contained in paragraph 5 of the kharita are fully understood by me, and I recognize them to be good and such as should be acted up,\* and I agree to act up to them; and I recognize that, in acceptance of the above terms,

\* S. O.

the full responsibility in the future will be on me.





## No. XI.

AGREEMENT between the POLITICAL AGENT, CAMBAY, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and HIS HIGHNESS JAFFERALIKHAN SAHEB, NAWAB of CAMBAY, on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the CAMBAY TERRITORY,—1897.

Whereas in accordance with the existing relations between the British Government and the Cambay Darbar the cultivation of poppy and the manufacture of opium are prohibited in the Cambay Territory and no opium may be consumed in the said Cambay territory other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of His Highness Jafferalikhan Saheb hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said Cambay Territory for consumption therein in accordance with the said covenants.

2. His Highness Jafferalikhan Saheb agrees with the British Government with reference to all former agreements on the same subject matter as follows, viz.:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely)—

- (a) by direct importation from Malwa and Rajputana, or
- (b) by purchase in Bombay, or
- (c) by purchase at any convenient opium depot of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India, into, through or from which such import, transport or export is necessary.

- (2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.
- (3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.
- (4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being, licensed vendors are being supplied in the British District of Kaira.





- (5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Kaira.
- (6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Kaira.
- (7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce.
- (8) That he will furnish every half-year on the First February and First August to the British Political Authorities of Cambay in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Opium from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as His Highness the Nawab of Cambay duly fulfils the foregoing covenants the whole of the duty payable to the British Government on any opium conveyed into the territory of Cambay in accordance with the relations between the British Government and Cambay Darbar as recited in the preamble to this Agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Cambay Darbar, provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness the Nawab from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878), or in any other law regarding opium for the time being in force in the Presidency of Bombay.

This 15th day of June 1897.

SIGNATURE OF NAWAB OF CAMBAY.

CAMBAY ;

26th June 1897.

H. D. L. BAGNELL,

*Acting Political Agent.*





## No. XII.

DEED executed by the NAWAB OF CAMBAY ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the CAMBAY-PETLAD RAILWAY,—1900.

I, Jaferalikhan, Nawab of Cambay cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Cambay-Petlad Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

CAMBAY ;

14th August 1900.

SIGNATURE OF NAWAB OF CAMBAY.

## No. XIII.

HEADS OF AGREEMENT between the CAMBAY DARBAR, hereinafter called the CAMBAY STATE, and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereafter styled the Company, for the WORKING of the CAMBAY STATE RAILWAY from TARAPUR TO CAMBAY, hereafter called the TARAPUR-CAMBAY RAILWAY,—1902.

Under the conditions hereinafter recited, the Company agree to work, on behalf of the Cambay State, the Tarapur-Cambay Railway which begins at 8 miles and 1,760 ft. from Petlad, and such extensions as it may be agreed upon between the Cambay State and the Company to include in this arrangement, with effect from the 20th June 1901, from which date the B., B. & C. I. Railway Company work the line.

2. The said Company shall have the entire control of the train and traffic arrangements of the Tarapur-Cambay Railway during the continuance of this Agreement.

3. All communications, between the Cambay State and the Company under this Agreement, shall pass through the Political Agent, and the Consulting Engineer for Railways to the Government of Bombay, the latter of whom shall, for the purposes of this Agreement, undertake the same general duties with respect to the Tarapur-Cambay Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of Government when necessary.

4. The Company shall be subject in all respects, with reference to the Tarapur-Cambay Railway, to the same control by the Bombay Government as they are with regard to their own line.

5. The Tarapur-Cambay Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals,





signal lamps, cash safes, station paulins, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, the Cambay State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Cambay State.

6. The whole of the engines, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

\*7(a) As regards all charges (except such charges as are separately provided for in clause 7(b) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the broad and metre-gauge lines of the B., B. & C. I. Railway System and these charges shall be held to include supervision and the use of the rolling stock.

(b) The said State shall be liable to provide funds for making good all damage to the said Tarapur-Cambay Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damage would be made a charge against Capital.

8. From the amounts thus apportioned, chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the Staff and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the Tarapur-Cambay Railway.

9. Subject to the provisions of clause 7(b) hereof \* the cost of all additional works or such improvements to existing works, as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows :—

(a) All works costing over Rs. 1,000 shall be charged to the Capital account of the Tarapur-Cambay Railway and shall be debited to the Cambay State.

(b) In the case of works costing Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same year on the Broad and Metre-gauge lines of the B., B. & C. I. Railway System ; beyond this limit expenditure on works costing Rs. 1,000 or less shall be charged to the Capital account of the Tarapur-Cambay Railway and shall be debited direct to the Cambay State.

\* As amended by Supplementary Agreements dated 17th October 1908 and 10th May 1910.





10. The Company shall be responsible for the collection of all the revenue appertaining to the Tarapur-Cambay Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of the Cambay State occupying dwelling houses, the property of the Cambay State, and shall pay the same into the Treasury in the same manner as their own earnings.

11. The Company shall furnish the Cambay State, through the Political Agent, and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Tarapur-Cambay Railway, and at the close of each year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

12. Advances shall be made by the Government Treasury to meet the cost of working the Tarapur-Cambay Railway.

\*13. The Capital and Revenue Accounts of the Railway will be prepared for the year ending 31st March, but the net earnings will be paid to the Cambay Darbar every half-year (the payment for the first half of the year being subject to adjustment at the end of the year). The Account as between the Bombay Government and the Cambay State shall be finally adjusted at the close of the year as soon as possible after the Revenue Account is rendered, and the balance in favour of or against the Cambay State after effecting the adjustment for the first half, shall then be paid over to it or by it, as the case may be.

14 (a) The fares to be charged for Coaching traffic and the rates to be charged for Goods traffic, shall be fixed from time to time by the Agent of the Company, in communication with, and subject to the approval of, the Cambay State.

(b) In the absence of any special agreement between the Cambay State and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Tarapur-Cambay Railway shall, as far as may be, conform to those generally in force on the B. B. & C. I. Railway.

(c) In the equipment of passenger trains, there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

(d) Mails and Postal Officers on duty, shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

15. Through rates shall ordinarily be the sum of the local rates to the Junction, but special agreement may be come to in regard to through traffic.

16. The same terminals shall be charged on different descriptions of traffic on the Tarapur-Cambay as on the B. B. & C. I. Railway.





17. All money transactions under this Agreement, as between the Bombay Government, the Cambay State and the Company, shall be in British Government Rupees, and the Company are to accept the British currency only in payment of fares and rates.

18. *Original clause was cancelled by Supplementary Agreement, dated the 17th October 1908, and the following clause was contained in the Supplementary Agreement, dated the 10th May 1910.*

This Agreement and the said Working Agreement may be determined by either party giving the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

19. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, the Cambay State and the Company.

20. The Indian Railways Act, and the Standing Regulations of the Company as applicable to the B. B. & C. I. Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by the Cambay State, shall apply to the Tarapur-Cambay Railway. The above Act and Standing Regulations shall, within Railway limits on the Tarapur-Cambay Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

21. The telegraph line along the Tarapur-Cambay Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

22. The Telegraph instruments at stations on the Tarapur-Cambay Railway shall be maintained by the Company, and a charge of Rs. 4 per instrument per month shall be paid by the Cambay State.

23. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

MADHUVRAW H.,  
*Minister of the Cambay State.*

H. D. OLIVER,  
*Lt.-Col., R.E.,*  
*Agent, B. B. & C. I. Railway.*

W. R. SHAW,  
*for Offg. Constg. Engr. for Rys. to*  
*Govt. of Bombay.*

7th May 1902.





## No. XIV.

AGREEMENT entered into between the CAMBAY STATE and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY for the WORKING of the CAMBAY BUNDER SIDING,—1914.

An Agreement made and entered into this Twenty Second day of July 1914 between the Bombay, Baroda and Central India Railway Company a Joint Stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act 1906" and whose head office in India is situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and The Government of His Highness The Nawab Jafer Ali Khan Saheb Bahadur Ruler of the State of Cambay (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness The Nawab Jafer Ali Khan Saheb Bahadur and his successors Rulers for the time being of the said State) of the other part Whereas the said State have through the Agency of the said Company recently constructed a Standard-gauge siding of Railway of approximately 1.50 English statute miles in length from Cambay Bunder Station to the Bunder at Cambay situate within the territories of the said State hereinafter referred to as "the said siding" and which said siding\* has been opened for the public carriage of goods and Whereas the said State requested the said Company to work the said siding\* soon after its opening for the public carriage of goods which the said Company consented to do upon the terms and conditions hereinafter set forth and the said parties hereto have agreed to enter into these presents Now these presents witness that it is hereby mutually agreed and declared by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State work the said siding from the day on which the said siding shall have been opened for the public carriage of goods traffic upon the terms and conditions hereafter appearing.

2. The said Company shall have entire control of the train and traffic arrangements, appoint all necessary staff and provide all necessary engines, wagons and other necessary appliances for the proper and efficient working of the said siding, the cost being borne by the said State as laid down in Clause 7 hereof.

3. The said State shall maintain the said siding in perfect order to the satisfaction of the said Company the said Company providing if required by the said State all necessary materials such as rails, chairs, sleepers, etc. for the upkeep of the said siding at the cost of the said State, the usual supervision charges being levied by the said Company in the case of such supplies.

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\* As amended by Corrigendum dated 7th February 1916.





4. All additions or alterations to the existing work or permanent-way on the said siding as may be required by the said Company from time to time shall be carried out by the said State to the satisfaction of the said Company.

5. Traffic *in wagon loads only* shall be carried over the said siding and will be loaded and unloaded by the owners. Except as provided for in the 2nd paragraph of this clause, a charge of Rs. 5 per 4-wheeled wagon shall be made and this charge shall be added to the Railway freight charges to and from Cambay station on all local and through Invoices and credited to the said State.

In booking between the Cambay Bunder Siding and stations on the said Company's System (other than Cambay Bunder and Cambay) and *via* such stations as said Company shall exempt the following commodities and such other traffic as may be agreed to from time to time by the said Company and the said State from the special charge above referred to and charge the same at the ordinary tariff rates based on the actual distance of  $1\frac{1}{2}$  miles over the said siding:—

Coal, Timber, wrought and unwrought, Stone (including road metal), Cement, Cocoanuts, Cotton and Cotton seed to and from Kathiawar ports.

6. The earnings of the said siding shall be kept separately from those of the Tarapur-Cambay Railway as they shall not be included in those of the Tarapur-Cambay Railway for purposes of calculating the share of working expenses due by that Railway.

7. For working the traffic of the said siding the said State shall pay to the said Company as follows:—

- (a) The actual cost of the staff employed over the said siding together with the cost of stores, stationery, etc. together with the usual supervision charges.
- (b) The cost of any damage to the said Company's Rolling Stock and the traffic therein which may have been caused through the defective state of the said siding.
- (c) For use of the said Company's stock including haulage over the said siding, 40% of the charges recovered from the Public under paragraph 5 of this Agreement. No charge will be made for haulage of empties over the said siding.

8. All communications between the said State and the said Company under this Agreement shall pass through *the Political Agent, Kaira*.

9. The said Company shall be subject in all respects with reference to the said siding to the same control by the Bombay Government as they are with regard to their own line.

10. The whole of the engines, wagons, sheets, and other appliances for the equipment of trains and vehicles, shall be provided by the said Company.

11. The said Company shall be responsible for the collection of all the Revenue appertaining to the said siding including such rents as may be charged under the said Company's rules to any of their servants or the servants of the said State





occupying the dwelling houses on the property of the said State and shall pay the same into the treasury in the same manner as their own earnings.

12. The said Company shall furnish the said State through the Political Agent at the close of each half-year with a full account both of receipts and expenditure under detailed heads to be settled between the said State and the said Company.

13. The accounts as between the said Company and the said State shall be finally adjusted at the close of each year as soon as possible after the Revenue Account is rendered and the balance in favour of or against the said State shall then be paid over to it or by it as the case may be.

14. All money transactions under this Agreement as between the said State and the said Company shall be in British Government rupees and the said Company are to accept the British currency only in payment of freight and other charges.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by Arbitration in a manner to be arranged between the said State and the Said Company.

16. The Indian Railway's Act and the Standing Regulations of the said Company as applicable to the B. B. & C. I. Railway as approved by the Governor-General in Council under the Indian Railways Act which have been accepted by the said State shall apply to the said siding. The above Act and the Standing Regulations shall within Railway limits on the said siding constitute the Law in force under which offences and actions affecting the said Company or their servants shall be tried.

17. This Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf terminating at any time and upon the expiration of such notice this Agreement shall cease and determine.

18. This Agreement shall be subject to confirmation by the Government of India and the Board of Directors of the said Company.

In witness whereof Reginald Woollcombe the Agent of and on behalf of the said Company and K. R. Bomanji, Dewan on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Reginald Woollcombe, the Agent of the Bombay Baroda and Central India Railway Company in the presence of George H. B. Radcliffe, Acting Secretary to the Agent, B. B. & C. I. Railway, Bombay.

R. WOOLLCOMBE.

Signed by the said K. R. Bomanji, Dewan in the presence of S. I. Pandit for Personal Assistant to the Dewan, Cambay State.

K. R. BOMANJI





## No. XV.

## AGREEMENT for the ADMINISTRATION of the ABKARI REVENUE of the CAMBAY STATE,—1929.

Whereas it is considered desirable to place the administration of the abkari revenue of the Cambay State on the same footing as that of the abkari revenue of the Kaira District adjoining that State, and to prevent injury to the abkari revenue of that district as well as of the State, and whereas it is desirable to place on record articles of mutual agreement V. K. Namjoshi, Esquire, Administrator of the Cambay State, on behalf of the State, hereby agrees to the following articles agreed upon between himself and A. Master, Esquire, I.C.S., Collector and Political Agent, Kaira, on behalf of the British Government, namely :—

## ARTICLE I.

During the term of this agreement the spirit of the provisions of the British Abkari Law, Rules and Regulations will be adopted in the Cambay State, subject to such modifications as may be sanctioned by the Political Agent with the approval of the Commissioner of Excise.

## ARTICLE II.

During the term of this agreement the rates of taxation and the retailed selling price and the strengths of liquor placed on sale and the standard of measures used and the system of management followed in the Cambay State shall be the same as those sanctioned from time to time in the Kaira District adjoining the Cambay State.

## ARTICLE III.

During the term of this agreement the contract distillery and separate shop system now obtaining in the Kaira District shall be adopted in the Cambay State, efficient distillery and preventive establishments being maintained in the State for the prevention of illicit distillation and smuggling.

## ARTICLE IV.

During the term of this agreement the Administrator shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may, from time to time, be called for by the Political Agent, and shall give facilities for the inspection of his distilleries and shops and arrangements by an officer not below the rank of Excise Inspector, who may be especially deputed for the purpose by the Political Agent and who shall report thereupon to the Political Agent.





## ARTICLE V.

During the term of this agreement as a general principle no shops for the sale of liquor will be allowed at places within three miles' distance from the frontier either in British or Cambay territory. In special cases exception to this rule may be made with the mutual consent of the Political Agent and the Administrator.

## ARTICLE VI.

During the term of this agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State shall be promptly communicated to the Political Agents and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law shall be promptly communicated to the Administrator.

## ARTICLE VII.

During the term of this agreement the tax on the tapping of toddy trees shall be the same as in the Kaira District and the arrangements for the sale and transport of fermented and unfermented toddy shall be similar.

## ARTICLE VIII.

At the conclusion of one year this agreement shall be terminable or renewable with the mutual consent of both parties.

## ARTICLE IX.

During the term of this agreement the State will carry out all the stipulations of this agreement throughout its territories in alienated as well as in khalsa villages.

## ARTICLE X.

The Administrator engages on behalf of the State to conduct the abkari administration of his State in accordance with the principles laid down in the foregoing articles, *viz.*, to maintain the same Abkari Law and Rules as may be in force in the Kaira District, to impose rates of taxation on liquor equal to those in force in the Kaira District, so to manage his abkari administration that injury shall not be caused by it to the abkari revenue of the British Government and to make his arrangement in consultation with the Political Agent with this view.

Provided always that this article does not bind the State to any arrangements injurious to the legitimate interests of the State revenue, and that the abkari administration of the Kaira District shall be so managed as not to cause any injury to the legitimate abkari revenue of the Cambay State.





## ARTICLE XI.

This agreement will come into force from the 1st of April Nineteen hundred and twenty-nine.

Witnesses :—

NANDRAI N. RAYAL,  
*Assistant Administrator.*

V. K. NAMJOSHI,  
*Administrator, Cambay State.*

H. C. SHAH,  
*Head Clerk to the Administrator.*

Witnesses :—

ILLEGIBLE,  
*Head Clerk to the Collector, Kaira.*

A. MASTER,  
*Collector and Political Agent Kaira.*

H. B. PATEL,  
*Clerk to the Collector, Kaira..*





## II.—SURAT AGENCY.

### I. SACHIN.

When in 1791 Balu Mian, Sidi of Janjira, resigned to the Peshwa his claims to Janjira (*see* Kolaba Agency No. III) he received (No. I) lands near Surat yielding Rs. 75,000, and bound himself to keep faithfully the agreement then made with the Peshwa, and not to disturb the districts of the British Government. The State of Sachin consists of the districts then made over to him. On application to the Emperor of Delhi and the payment of a large nazar, he received the title of Nawab. Balu Mian died in 1802, and was succeeded by his son, Ibrahim Muhammad Yakut Khan.

In 1816 an agreement was made by the Agent at Surat with the Nawab to allow British courts to take cognizance of crimes committed within his State. But, as the concessions made were not deemed sufficient, the engagement was not ratified.

Ibrahim Muhammad's extravagance involved the State deeply in debt, and in 1829 he made over (No. II) his State to the management of the British Government till his debts should be liquidated, receiving for his support a sum of Rs. 22,000 a year. He died in 1853, and was succeeded by his son, Abdul Karim Khan, to whom the State was restored in 1864.

In 1862 the Ruler of Sachin received an Adoption Sanad (*see* Kaira Agency No. V).

Abdul Karim Khan died in 1868 and was succeeded by his eldest son, Ibrahim Muhammad Yakut Khan, who died in 1873, and was succeeded by his son, Abdul Kadar Khan. During his minority the State was under the management of the Agent to the Governor.

In 1878 the Ruler of Sachin was granted a permanent salute of 9 guns.

In July 1886, when Abdul Kadar Khan attained his minority, he and an Indian gentleman of position were associated in the administration. During the next six months Abdul Kadar proved himself totally unfit for his position, and in January 1887 he abdicated in favour of his infant son Sidi Ibrahim Muhammad Yakut Khan, during whose minority the State was placed under British administration.

In 1888 the State agreed to abolish all transit duties.

The ex-Nawab Abdul Kadar died in 1896.

In 1897 the opium administration of the State was assimilated to that of the Surat district.