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

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

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

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

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

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

Dutolles upon jukt goods annas 12 Chutney per cent.

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

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

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

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

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

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

SUKKUR AGENCY-Sind-NO. III-1799.

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

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

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

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

Luwazimeh ivory, Tatta Rupee 1 and ½ upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany, ½ an anna each Rhinwar.

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

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

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

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

SUKKUR AGENCY-Sind-NOS. III-1799 AND IV-1809.

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

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

Issued from the presence.

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

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

No. IV.

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

ARTICLE 1.

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

ARTICLE 2.

Enmity shall never appear between the two States.

ARTICLE 3.

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

ARTICLE 4.

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

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

MINTO.

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

N. B. EDMONSTONE,

Secretary.

No. V.

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

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

ARTICLE 1.

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

ARTICLE 2.

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

ARTICLE S.

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

ARTICLE 4.

The Ameers of Sindh engage to restrain the depredations of the Khoosas and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

M. ELPHINSTONE.

Bombay, 9th November 1820.

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

SEAL OF ISMAEL SHAR.

Nore.-The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

No. VI.

TREATY with MEER ROOSTUM KHAN, CHIEF of KHEIRPORE,-1832.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A.H., corresponding with the 4th April 1832, between the Honourable East

SUKKUE AGENCY-Sind-NOS. VI AND VII-1832.

India Company and Meer Roostum Khan, Talpore, Bahadoor, Chief of Kheirpore, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.W., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following :---

ARTICLE 1.

There shall be eternal friendship between the two States.

ARTICLE 2.

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

ARTICLE 3.

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

ARTICLE 4.

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

W. C. BENTINCK.

No. VII.

TREATY with the GOVERNMENT of HYDERABAD in SINDE,-1832.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zechy 1247 A.H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Eahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant-Colonel Hemy Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck. G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in

SUKKUR AGENCY-Sind-NO. VII-1882.

English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following :---

ARTICLE 1.

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

ARTICLE 2.

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

ARTICLE 3.

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

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

2nd .- That no anned vessels or boats shall come by the said river.

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

ARTICLE 4.

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

ARTICLE 5.

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

SUKKUR ACENCY-Sind-NO. VII -1832.

ARTICLE 6.

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

ARTICLE 7.

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

W. C. BENTINCK.

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

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

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the Government of Hyderabad will furnish the British Government with a statement of duties, etc., and after that the officers of the British Government who are versed in affairs of traffic will examine the said statement. Should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

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

ARTICLE 3.

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

W. C. BENTINCK.

No. VIII.

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

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the Government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties, etc., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same statement, should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties". Now according to the terms of the above stipulation, the contracting States having made due inquiry, hereby enter into the following agreement :--

ARTICLE 1.

In lieu of a duty on goods proceeding up or down the river Indus, in virtue of the 5th Article of the perpetual Treaty of Hyderabad, there shall be levied on the rivers, between the sea and Roopur, a toll on each boat of Tatta Rupees 19 per Tatta khurrar, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawal Khan, Maharaja Runjeet Singh, and the Honourable the East India Company.

ARTICLE 2.

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

SUKKUR AGENCY-Sind-NO. VIII-1894.

ARTICLE 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versa* and divided as the governments of Hyderabad and Kheirpore may think best.

ARTICLE 4.

For the purpose of assisting in the realization of the toll due to Sindh, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others on the questions of hire, etc., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist, between the States, it is settled that a British Agent (who shall not be an European gentleman) under the authority of Lieutenant-Colonel Henry Pottinger, Agent to the Governor-General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where cargoes are transferred from one description of boat to another ; and the British Government binds itself that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or any other affairs of the Sindh government. It is further settled that, when occasion connected with this Treaty may render it advisable, the Governor-General's Agent for the affairs of Sindh shall have the power of deputing one of his Assistants to the above described bunder or port, to settle any discussions that may have arisen ; after doing which he is to return to Bhooj.

ARTICLE 5.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties as levied by the respective governments within their own territories ; the purpose of the toll agreed to by this Treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this 5th Article that the governments have no claim to duties on merchandize merely passing up or down the river, and that the toll is all that is to be denanded, but should any portion, however small or large, of goods be landed and sold, that the usual duties will be levied.

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

W. C. BENTINCK. FREDERICK ADAM, W. MORISON. ED. IRONSIDE. Ratified by the Governor-General in Council at Ootacamund on 2nd September 1834.

W. H. MACNAGHTEN, Secu. to Govt. of India.

No. IX.

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

PROPOSAL IST.

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

PROPOSAL 2ND.

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

ANSWER IST.

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

ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for. application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

PROPOSAL 3RD.

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

PROPOSAL 4TH.

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

PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrangement on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent

ANSWER SRD.

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

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

ANSWER 4TH.

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

ANSWER 5TH.

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

SUKKUR AGENCY-Sind-NO. IX-1836.

before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will of course be subject to the dutles established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

PROPOSAL 6TH.

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

PROPOSAL 7TH.

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

ANSWER 6TH.

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

ANSWER 7TH

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

PROPOSAL STH.

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

PROPOSAL 9TH.

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

PROPOSAL 10TH.

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

PROPOSAL 11TH.

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

ANSWER STH.

This government (Hyderabad) is responsible as herein described.

ANSWER 9TH.

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

ANSWER 10TH.

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

ANSWER 11TH.

No difficulty can possibly exist where the friendship is sincere.

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

SUKKUE AGENCY-Sind-NOS. X AND XI-1838.

No. X.

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

ARTICLE 1.

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

ARTICLE 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh State and the British Government it is agreed that an accredited British Minister shall reside at the Court of Hyderabad, and that the Ameers of Sindh shall also be at liberty to depute a vakeel to reside at the Court of the British Government; and that the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

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

AUCKLAND.

No. XI.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MEER ROOSTUM KHAN OF KHEIRFORE,-1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable East India Company and Meer Roostum Khan, Talpore, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

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

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ARTICLE 3.

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

ARTICLE 4.

The Ameer, and his beirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

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

ARTICLE 6.

The Ameer will furnish troops according to his means at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a dam or déram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

ARTICLE 7.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

ARTICLE 8.

In order to improve, by every means possible, the growing intercourse by the river Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

ARTICLE 9.

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

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SUKKUR AGENCY-Sind-NO. XI-1888.

of the British Government, and the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant Colonel Sir A. Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within fortyfive days from the present date.

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

ALEX. BURNES, Envoy to Kheirpore.

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

> H. TORRENS, Offg. Secy. to the Govt. of India with the Governor-General.

SEPARATE ARTICLE,-1838.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore from all enemies now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor-General, in time of war, should seek to occupy the fortress of Bukker as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed and sealed by Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

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

> A. BURNES, Envoy to Kheirpore.

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

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

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

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

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

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

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

> I have, etc., AUCKLAND.

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AGREEMENT with MEER MOBARIN KHAN, of KHEIRPORE .-- 1838.

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

SUKKUR AGENCY-Sind-NOS. XI-1838 AND XII-1839.

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

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The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards Meer Ecostum Khan, in conformity with the terms of the Treaty now made with His Highness Meer Roostum Khan.

Done at Kheirpore, this 28th day of December 1838, corresponding with the 11th day of Saval 1254 A.H.

A. BURNES.

Ratified by the Right Honourable the Governor-General, Camp Dunowla, on the 16th of January 1839.

H. TORRENS,

Offg. Secy. to the Gort. of India with the Governor-General.

The same to Mir Muhammad Khan and Mir Ali Murad Khan.

No. XII.

AGREEMENT for the surrender of KUBRACHEE, February 7th, 1839.

Hassel Ben Butcha Khan, Subadar in the employ of the Governor of the fort and town of Kurrachee, and the late Commandant of the fort on the point at the entrance of the harbour, has been this third day of February one thousand eight hundred and thirty-nine sent on board Her Britannic Majesty's Ship Wellesley by the said Governor (Khyer Mahomed) with full powers to treat with the British authorities for the surrender of the said fort and town of Kurrachee, accompanied by Synah Khan, in the service of Meer Noor Mahomed, who had been sent for the same purpose by Ali Rakhi to treat on the part of the civil government of the town.

It is, therefore, this day agreed by the said Hassel Ben Butcha Khan and Synsh Khan, in the name of the said two Governors on the one part and His Excellency Rear Admiral Sir Frederick Lewis Maitland, K.C.B., Commander-in-Chief of Her Britannic Majesty's naval forces in the East Indies, and Brigadier Thomas Valiant, K.H., Commanding the British reserve Military force in Sindh, in the name and on behalf of the Honourable East India Company, on the other part.

ABTICLE 1.

That the full possession of the fort and town of Kurrachee shall be this day given up by the aforesaid Governor to the British forces.

ARTICLE 2.

That the British land forces under the command of the said Brigadier Valiant shall this day, or as soon after as the Brigadier may deem it convenient, be allowed to encamp near the town, and that such boats shall be supplied by the native government as may be required by the British army upon payment of the usual boat hire for them, as also such camels and other means of conveyance as may be hereafter necessary, upon the like terms; as well as that all kinds of provisions and other supplies shall be furnished for the use of the said British forces as they may stand in need of and require, the same being paid for at the usual rates of the country.

In consequence of the fulfilment of these terms, the British officers before mentioned agree, in the name of the Honourable East India Company, that the persons and property of all the inhabitants of the fort and town of Kurrachee shall be held sacred, and that they shall be at liberty to carry on their business as hereto'ore; that their trading vessels shall be allowed to enter the port, and trade as usual without the slightest interruption; and further that the civil government of Kurrachee shall be carried on by the authorities of the place.

In witness whereof we have, this third day of February one thousand eight hundred and thirty-nine set our hands hereunto, on board Her Britannic Majesty's Ship Wellesley, off Kurrachee.

> FRED. LEWIS MAITLAND, Rear Admiral and Commander-in-Ohief of H. B. M. Naval Forces in India.

> > T. VALIANT,

Brigadier, Commanding Reserve Force in India.

The × mark of Hassel Ben Butcha.

The \times mark of Synah Khan.

We, whose signatures are hereunto attached, ratify the above as the acts of our servants, in which we fully concur.

The × mark of Khyer Mahomed.

The × mark of Ali Rakhi.

Witness, this 7th day of February 1839.

J. GRAY.

Her Majesty's 10th Regiment.

T. POSTANS,

Ineut. Interpreter to Reserve Force.

SUKKUR AGENCY-Sind-NO. XIII-1839.

No. XIII.

TREATY between the BRITISH GOVERNMENT and the AMEERS OF HYDERABAD, viz., MEER NOOR MAHOMED KHAN, MEER NUSSEER MAHOMED KHAN, MEER MEER MAHOMED KHAN, and MEER SOBDAR KHAN,-1839.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sindh ; and whereas circumstances have lately occurred which render it necessary to revise those Treaties ; and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan of Kheirpore ; the following Articles have been agreed upon by the contracting parties :--

ARTICLE 1.

There shall be lasting friendship, alliance, and unity of interest between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

ARTICLE 2.

A British force shall be maintained in Sindh and stationed at Tatta, or such other place westward of the river Indus as the Governor-General of India may select. The Governor-General will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

ARTICLE 3.

Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lakh of Rupees, being three lakhs of Rupees altogether of the Company's currency, or of that called Bakkroo, or Timooree, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

ARTICLE 4.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

ARTICLE 5.

The four Ameers, party to this Treaty, shall remain absolute rulers in their respective principalities; and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

ARTICLE 6.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sindh any complaint of aggression which

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one of them may have to make against another; and the Resident, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 7.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Resident, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameers of Sindh will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; their amicable correspondence with friends and relations may continue.

ARTICLE 9.

The Ameers of Sindh will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required; these troops, when employed with the British forces, will be under the orders and control of the commanding officer of the British forces. The Sindh contingent troops, if employed under British officers beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted in the Sindh territories. If the officers of the British Government establish a mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seigniorage on the coinage according to the customs of the country.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameers of Hyderabad.

ARTICLE 12.

But any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

6 SUKKUR AGENCY-Sind-NOS. XIII-1839 AND XIV-1841.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duties upon them.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameers in perpetuity; all former Treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This Treaty, consisting of fourteen Articles, having been signed in quadruplicate by the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted, through Colonel H. Pottinger, Resident, Hyderabad, the negotiator of the Treaties, to each of the four Ameers on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sindh, Colonel H. Pottinger,

AUCKLAND.

Dated the 11th March 1839.

No. XIV.

TREATY of fourteen Articles between the BRITISH GOVERNMENT and the AMEER of MEERFORE, MEER SHER MAHOMED KHAN,-1841.

Whereas Treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate Treaty on the same principle is now entered into between that power and His Highness Meer Sher Mahomed Khan of Meerpore, and the following Articles have been agreed upon by the contracting parties :---

ARTICLE 1.

That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpore, Meer Sher Mahomed Khan.

ARTICLE 2.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lakh of Rupees (50,000) of the Company's currency in part payment of the expense of the British force stationed in Sindh, *viz.*, on the 1st of February of each year.

ARTICLE 3.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpore from all foreign aggression.

ARTICLE 4.

Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory; the officer of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

ARTICLE 5.

The Ameer being confirmed in his present undisputed possessions by the preceding Article, will refer to the British representative in Sindh any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 6.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties and an umpire appointed by the Political Agent.

ARTICLE 7.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Political Agent, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; bis amicable correspondence with his friends and relations may continue.

ARTICLE 9.

The Ameer will act in subordinate co-operation with the British Government for the purposes of defence, and shall furnish for the service of the British Gov-



ernment a proportional quota of troops to that supplied by other Ameers whenever required. These troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces; the Ameer's troops, if employed beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Com pany's Rupee being of equal value, the currency of the latter coin shall be admitted into the Ameer's territory.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameer.

ARTICLE 12.

But any merchandize landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country ; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best season of the year for sending them up the river; but should any merchant land and sell any part of his merchan lize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duty.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and Meer Sher Mahomed Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer in perpetuity.

AUCKLAND.

Dated the 27th Rubbee-ool-awul 1257 A.H., corresponding with 18th June 1841 A.D.

Ratified and signed by the Right Honourable the Governor-General of India, at Fort William in Bengal on the 16th August in the year of our Lord one thousand eight hundred and forty-nine.

T. H. MADDOCK,

Secretary to the Government of India.

No. XV.

DRAFT of a TREATY between the AMEERS of Hyderabad and the BRITISH GOVERN-MENT,--1842.

ARTICLE 1.

The Ameers of Hyderabad are relieved from the payment of all tribute to the British Government, which, under existing engagements, would become due after the 1st of January 1843.

ARTICLE 2.

The only coin legally current in the dominions of the Ameers of Hyderabad after the 1st of January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 3.

The British Government will coin for the Ameers of Hyderabad such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 4.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees ; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value ; and such Rupees so coined for the Ameers shall be delivered to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 5.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 6.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within one hundred yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will

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refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such a quantity of wood fit for the purpose of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 7.

The following places and districts are ceded in perpetuity to the British Goverament: Kurrachee and Tatta, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier; and, moreover, the right of free passage over the territories of the Ameers between Kurrachee and Tatta along such line, and within such limits on either side thereof as Major-General Sir Charles Napier may prefer; and within such limits the officers of the British Government shall alone have jurisdiction.

ARTICLE 8.

All the rights and interests of the Ameers, or of any one of them, in Subzulkote, and in all the territory intervening between the present irontier of Bhawulpore and the town of Roree, are ceded in perpetuity to His Highness the Nawab of Bhawulpore, the ever faithful ally and frierd of the British Government.

ARTICLE 9.

To the Meer Sobdar Khan, who has constantly evinced fidelity to his engagements and attachment to the British Government, is ceded territory producing half a lakh of annual revenue, such cession being made in consideration of the loss he will sustain by the transfer of Kurrachee to the British Government, and as a reward for his good conduct.

ARTICLE 10.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty will, after hearing the several Ameers, finally decide what lands shall be made over to Meer Sobdar Khan, in pursuance of the above Article, by the other Ameers.

ARTICLE 11.

Insemuch as the territories to be ceded by the several Ameers, under the provisions of this Treaty, differ in annual value, and the amount of the tribute now payable by the several Ameers is not altogether the same, the Commissioner appointed by Major-General Sir Charles Napier shall hear the several Ameers as to the annual value of the lands so ceded, and shall declare what payments of money, or what cessions of land in lieu thereof, shall be made by the Ameers, who shall make no cession of lands, or cessions of lands of inferior value, to such as shall make such cessions of higher value under this Treaty, that so the value of the cessions made by the several Ameers (always excepting Meer Sobdar Khan) shall be as nearly commensurate as possible with the tribute to the payment of which each was before liable.

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ABTICLE 12.

The remainder of the tribute now payable which shall not be absorbed in the making of such compensations, or lands yielding an annual revenue of equal amount, shall be at the disposal of the British Government, but the British Government will retain no portion thereof for itself.

Simla, November 4th, 1842.

DRAFT OF TREATY between the BRITISH GOVERNMENT and the AMEERS of KHEIR-PORE,-1842.

ARTICLE 1.

The pergunnah of Bhoong Bhara, and the third part of the district of Subzulkote, and the villages of Gotkee, Maladee, Chaonga, Dadoola, and Uzeezpore, and all the territories of the Ameers of Kheirpore, or any of them intervening between the present dominions of His Highness the Nawab of Bhawulpore and the town and district of Boree, are ceded in perpetuity to His Highness the Nawab

ARTICLE 2.

The town of Sukkur, with such arrondissement as shall be deemed necessary by Major-General Sir Charles Napier, and the islands of Bukkur and the adjoining islets, and the town of Roree, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier, are ceded in perpetuity to the British Government.

ARTICLE 3.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty and of the Treaty to be concluded with the Ameers of Hyderabad shall appropriate the surplus tribute, from which the Ameers of Hyderabad will be relieved by that Treaty (of which an account will be rendered to the Ameers of Kheirpore), or lands of equal value in lieu thereof, first, to the indemnification of such Ameers of Kheirpore, other than Meer Roostum Khan and Meer Nusseer Khan, as may make cessions of territory under this Treaty. and then, for the benefit of Meer Roostum Khan and Meer Nusseer Khan, in proportion to the annual value of the cessions made by them respectively under this Treaty.

ABTICLE 4.

The Ameers of Kheirpore having, by the Treaty concluded on the 24th December 1838, agreed, "in order to improve by every means possible the growing intercourse by the river Indus, to afford all co-operation with the other powers in any measures which may hereafter be thought necessary for extending and facilitating the commerce and navigation of the Indus," and the Ameers of Hyderabad having since, by a Treaty concluded in 1839, agreed " that no toll shall be

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levied on trading boats passing up and down the river Indus, from the sea to the northernmost point of that stream within their territories, with the proviso that any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country, except goods sold in a British camp or cantonment, which goods shall be exempt from the payment of duty," the Ameers of Kheirpore now agree to abide by and observe the above provision, in the same manner, and as fully as if the same were inserted in the Treaty concluded by them in 1838.

ARTICLE 5.

The only coin legally current in the dominions of the Ameers of Kheirpore after the 1st January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 6.

The British Government will coin for the Ameers of Kheirpore such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England, with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 7.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees ; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value ; and such Rupees so coined for the Ameers shall be delivered over to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 8.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 9.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within 100 yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from

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all exercise thereof so long as the Ameers shall provide, at the places to be named, such quantity of wood fit for the purposes of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 10.

The British Government renounces every claim heretofore made upon the late Meer Mobarik Khan, or upon Meer Nusseer Khan, or the other rons of the late Meer Mobarik Khan, on account of nuzzerana, in the name of the late Shah Suja, or on account of annual tribute, and the arrears thereof and the interest thereon, on its own behalf.

Simla, November 4th, 1842.

No. XVI.

ADOPTION SUNNUD granted to MEER ALI MURAD KHAN of KHEIRPORE,-1866.

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

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

The 19th March 1836.

No. XVT.

CESSION of JURISDICTION by the MIR OF KHAIRPUR to the BRITISH GOVERNMENT over the land occupied by the ROBRI-HYDERABAD RAILWAY,-1895.

No. 167 of 1895.

To

COLONEL ALFRED MAYHEW,

POLITICAL AGENT, KHAIRPUR STATE.

Dated the 12th February 1895.

J. LAWRENCE

STR,

With reference to your Murasilla No. 482, dated the 28th January 1895, to the address of my Vazir, I have the pleasure to inform you that whenever called



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upon to do so. I will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the Rohri-Hyderabad Railway, including stations and out-houses and any additional lands that may hereafter be required *bond fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

2. My letter No. 680, dated the 5th October 1894, on this very subject may now be considered as cancelled.

I have the honour to be,

SIR,

Your most obedient Servant,

MIE FAIZ MUHAMMAD KHAN TALPUR OF

KHAIRPUR, SIND.

No. XVIII.

AGREEMENT entered into with HIS HIGHNESS THE MIR of KHAIRPUB regarding the Jamrao Canal, -1901.

Whereas the British Government have constructed a canal, called the Jamrao Canal, issuing from the Eastern Nara River, and the head-works and some portions of the Jamrao Canal and some of the training embankments of the previously existing Eastern Nara system of canals have been constructed within the limits of the territory of His Highness the Amir of Khairpur, with the consent of His Highness the late Sir Ali Murad Khan, Talpur, G.C.I.E., Mir of Khairpur, and whereas the British Government desire to be possessed in full sovereignty of such lands as are required for the completion and proper management of the Jamrao and Eastern Nara systems of canals, and whereas His Highness the Mir of Khairpur has expressed a desire for a settlement of disputes as to the alluvial accretions on the western boundary of the Khairpur State caused by changes in the course of the River Indus, H. E. M. James, Esq., C.S.I., I.C.S., the Commissioner in Sind, being duly authorised thereto on the part of the British Government and His Highness Mir Sir Faiz Muhammad Khan, Talpur, G.C.I.E., Mir of Khairpur, for himself and his successors, hereby agree as follows :--

1. His Highness the Mir agrees to transfer in full sovereignty to the British Government the triangular portion of territory shown on the accompanying plan^{*} (marked A) of about 154 square miles in area, which is bounded as follows, and has been demarcated by boundary pillars :---

On the north, by Rajajo and Jamalahon-jo-Komb.

On the west and south, by British territory.

* Not reproduced.

On the east by a line drawn from Jamalahon-jo-Komb to Bhalangwari. following the left bank of the River Nara, and enclosing all the creeks and bogs and dhands abutting on or adjoining the River Nara.

2. His Highness the Mir agrees that he will not construct any new canal out of the Eastern Nara River or obstruct its water or divert it, without the consent of the British Government.

2. The British Government agrees to recognise the centre of the deep stream of the River Indus as it flowed in the month of March 1900, which is delineated on the accompanying plan *(marked B) as the permanent boundary between the Khairpur State and the British district of Shikarpur, and to abandon its claim on such of the alluvial deposits, forests and other territory at present on the left bank of the said deep stream of the Indus and on the frontage of or adjacent to His Highness's territory, as are at present in the occupation and possession of the British Government.

Similarly, His Highness the Mir abandons all claim to the alluvial deposits and other territory in his occupation and possession on the right bank of the deep stream as aforesaid.

The boundary hereby agreed to, together with the prolongation of the land boundary between the north of Khairpur and the Rohri Division of the Shikarpur District as delineated in sheet 21 of the plan* marked B, and the prolongation of the land boundary between the south of Khairpur and the Naushahro Division of the Hyderabad District as delineated in sheet 1 of the plan* marked B, shall together be called the rectified boundary.

4. To prevent disputes in future, the British Government and His Highness the Mir of Khairpur agree that the boundary marks, erected by the Survey of India Department for the purpose on each bank of the River Indus, shall be maintained in good order by the British Government and His Highness, respectively, so that the rectified boundary of the two States can be calculated and ascertained at any time by reference to those marks.

5. All disputes between zamindars or other persons as to the position of newly formed alluvial land with reference to the rectified boundary arising subsequent to this agreement coming into force shall be settled in such manner as shall be agreed upon by the Commissioner in Sind and His Highness the Mir of Khairpur from time to time.

6. The British Government shall have access to the River Indus or to any of its channels or dhands forming part of the river, whether within the territories of His Highness the Mir of Khairpur or not, and authority to undertake any work such as the excavation of a channel or the construction of a bund or shuce that may be deemed necessary on its right bank for irrigating or protecting British territory, any private rights over lands in the Khairpur State between the rectified boundary and the River Indus or its channels or dhands aforesaid as existing from time to time notwithstanding. And similarly His Highness the Mir of Khairpur shall have access to the river, and authority to undertake any such

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SUKKUB AGENCY-Sind-NO. XVIII-1901.

work deemed by him to be necessary for irrigating Khairpur territory on the left bank.

Provided that the British Government and His Highness the Mir shall, respectively, pay compensation to the other contracting party for any land required for such work, calculated according to the provisions or spirit of Act I of 1894, if such land be permanent or highland, but not if such land be new alluvial deposit not yet brought under cultivation. Provided, also, that nothing in this article shall prevent either the British Government or His Highness the Mir from settling the compensation amicably direct with the occupant of the land required

7. His Highness the Mir agrees that the Executive Engineer in charge of the River Indus, or any officer duly appointed by the British Government in this behalf, may clear any of the channels of the River Indus, remove snags or obstructions, make soundings or observations, and generally carry out the duties imposed on him throughout the whole of the river, whether on the British or Khairpur side of the rectified boundary.

8. His Highness the Mir agrees to remove, as far as possible, trees from such parts of the forests on the bank of the river in his territory as are being croded, with a view to preventing such trees falling into the Indus and becoming an obstruction.

9. And whereas large areas, which for many years past have been in the possession of zamindars and others holding under the British Government on the east of the rectified boundary, will under this agreement become a portion of the Khairpur State, and it is necessary that the rights and privileges of the owners should be defined and guarded. His Highness the Mir hereby consents to, and promises for himself and his heirs and successors for ever to abide by, the following provisions in respect of all lands heretofore in the possession of the British Government and now transferred to the Khairpur State :--

(a) The present boundaries of such lands shall be maintained, *i.e.*, the boundaries which now separate the said lands from the Khairpur State and from each other. The lands within the said boundaries shall remain in the possession of the present holders and their heirs and assigns, and shall not be resumed by the State for any purpose whatsoever, except as hereinafter provided. Nor shall uncultivated lands within the said boundaries be given to any person except to those, their heirs and assigns who now hold cultivated lands within the said boundaries. Provided that, in the event of any person or persons so holding land wilfully neglecting to cultivate the same, or to duly extend the area of his or their cultivation, His Highness may, after giving due notice in writing, which shall allow at least two clear months before the next season for "rabi" cultivation, resume such land as may be so left uncultivated in the ensuing "rabi" season. The aforesaid notice shall be served through the Political Agent, who will obtain and forward to His Highness the explanation of the individual concerned. His Highness will intimate his final decision through the Political Agent.

(b) Assessment on account of land cultivated within such boundaries shall be paid to His Highness the Mir in cash instalments, as in British territory and

SUKKUR AGENCY-Sind-NO. XVIII-1901.

at the same rates, according to the acreage ascertained by survey or measurement. No assessment, rate or cess in excess of those payable on similar lands in British territory shall be imposed. The zamindars and other landholders shall exercise the same rights as to "batai" and the division of crops as heretofore, and shall not be interfered with in their dealings with their "haris" (cultivators).

(c) "Harbo" crops (crops springing from the seed of the previous harvest) shall not be assessed to the revenue, unless conserved and made use of by the owner of the land.

(d) When the area of the crops is ascertained by measurement, the revenue official measuring them shall hand to the owner or his duly authorised agent the result of his measurement in writing to enable him to see what amount he will have to pay as assessment.

(e) Lands in the possession of zamindars or others for which they pay or have paid assessment shall not be afforested or turned into "shikargahs" or taken from them for any purpose whatever, except on payment of full compensation, to be assessed in accordance with the principles of the British Land Acquisition Act.

(f) Zamindars and others holding lands, and their cultivators, shall have such privileges of free fuel and grazing in those lands as they now have under the British Government.

(g) The British rules of alluvion and diluvion shall apply to accretions to the holdings of zamindars and others.

(h) Remissions of assessment shall be granted in accordance with the rules in force in British territory on account of drought, floods and other calamities.

(i) The privileges hitherto enjoyed of cutting fuel and grazing cattle on payment of fees shall be allowed in forests transferred to the Khairpur State on the same principles as in British territory.

(j) The same privilege as has been accorded by His Highness's proclamation to all the cultivators of the Khairpur State of killing wild pigs that injure crops shall be extended to the cultivators in the lands transferred to the Khairpur State.

(k) Forced labour of any sort or kind shall not be exacted from any person holding land in, or being tenants of those holding land in, or, as such, residing in, the lands transferred to the Khairpur State. But His Highness the Mir will be entitled to require such assistance or services as are now rendered to British officials.

(1) No import, export, or any other kind of duty whatsoever shall be exacted on any kind of agricultural produce raised in the lands now transferred to the-Khairpur State other than any town dues or similar import duty, duly authorised, on produce imported into a municipal town.

SUKKUE AGENCY-Sind-NO. XVIII-1901.

(m) No fixed quantity of salt shall be made purchaseable by owners of land in, or residents of, the transferred lands. Every person shall be at liberty to purchase in the Khairpur State according to his requirements.

1. Alah Baksh walad Muso Khan, Bughio.

2. Haji Ali Baksh walad Ghulam Muhammad, Unar.

3. Pir Baksh walad Ghulam Muhammad, Unar.

4. Alah Baksh alias Ahmed Baksh walad Fakir Muhammad, Unar.

5. Shah Muhammad Ayub, Khoro.

6. Jan Muhammad Ayub, Khoro.

7. Daulat Alah Baksh, Khoro.

8. Dur Muhammad Muhammad, Khoro.

9. Muhammad Husein Ghulam Muhammad, Janejo.

10. Ilahi Baksh Dodo Khan, Bhuto,

11. Pir Shah Ali Muhammad Shah, Sayad.

12. Pir Muhammad Muhammad Kazim, Gunero. (n) The marginally noted persons, being British subjects and having their residences and also other lands in British territory, and their heirs and assigns, shall be exempt from the transaction of ordinary business with the State officials, provided they appoint a duly authorised agent. Provided that the aforesaid persons shall attend when summoned by an officer not lower in rank than a Mukhtyarkar or Head Munshi.

(a) Mutation of names shall be effected in the State books in accordance with the principles in force in British territory.

1. Alah Baksh walad Muso Khan, Fughio.

2 Haji Ali Baksh walad Ghulam Muhummad, Unar.

3 Pir Baksh walad Ghulam Muh ammad, Unar.

4 Alah Baksh alias Ahmed Baksh wala ! Fakir Muhammad, Unar.

5. Shah Muhammad Ayub, Khoro.

Jan Muhammad Ayub, Khoro Daulat Alah Baksh, Khoro.

8. Dur Muhammad Muhammad, Khoro.

9. Muhammad Husein Ghulam Muhammad, Janejo.

10. Ilahi Baksh Dodo Khan, Bhuto.

11. Pir Shah Ali Muhammad Shah, Sayad.

12 Pir Muhammad Muhammad Kajzm Gunero, (p) The marginally noted persons, who are under the British Government treated with respect, are given the privilege of a chair in Darbar and have privileges also under the Arms Act, shall be treated with suitable respect by the State officials, in accordance with the usage of the State as regards gentlemen of good birth and

position.

SUKKUR AGENCY-Sind-NO. XVIII-1901.

Further, His Highness the Mir pledges his word that he and his successors will, by all means in his or their power, so deal with all those whose lands are by this Agreement transferred to the Khairpur State that they shall have no cause to regret the transfer.

And the British Government, on the other hand, hereby promise to deal with the owners and inhabitants of land which under this Agreement will be transferred to the British territory in accordance with the laws, rules and principles in force throughout the Province of Sind, respecting all just rights of every kind and description.

10. If any land be adjudged under Article 5 to belong to the British Government, although, in consequence of changes in the course of the River Indus, it be transferred to the frontage of the Khairpur State, the jurisdiction of the British Government and of the British Courts over it will remain unaffected, and vice versi. In short, for purposes of jurisdiction, the rectified boundary between British and Khairpur territory will be permanent, notwithstanding changes in the river.

11. Any contracts made for the sale of timber from the Government forests on either bank belonging to the British Government or to His Highness the Mir, prior to the execution of this Agreement, shall be considered valid, but payments by the contractors shall, from the date on which this Agreement comes into force, be made to the State to which the forest concerned belongs according to this Agreement.

12. This Agreement shall come into force from the 1st August 1900.

MIR AHMED ALI KHAN, TALPUR. MIR FAIZ MUHAMMAD FARIR, TALPUR. MUHAMMAD MURAD FARIR, TALPUR.

H. BATTY, Acting Judicial Commissioner in Sind.

> H. E. M. JAMES, Commissioner in Sind.

J. P. VAUGHAN,

Acting Assistant Commissioner in Sind.

Approved and confirmed by the Government of India.

H. S. BARNES, Secretary to the Government of India, Foreign Department,

FORT WILLIAM ; The 4th March 1901.

SUKKUR AGENCY-Sind-NO. XIX-1909.

No. XIX.

AGREEMENT executed between the MIR OF KHAIRPUR and the BRITISH GOVERN-MENT for the effective CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS when serving beyond the frontier of his State,-1909.

Whereas His Highness Mir Imam Bukhsh Khan of Khairpur maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Khairpur State, when associated with Troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the Officers and Soldiers of His Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any corps of Imperial Service Troops, though British Officers are employed in order to instruct and inspect the said troops,

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Khairpur State, when the said troops are serving within the territorial limits of the said State : Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Mir of Khairpur or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with His Majesty's forces, the said His Highnes's Mir Imam Bukhsh Khan of Khairpur has embedded in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service, either within or without British India the provisions, *mutatis mutandis* of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the

authority of the Officer Commanding the District, Contingent or Force aforesaid.

Dated at Khairpur this 19th day of July 1909.

IMAM BURSH KHAN, TALFUR, Ruler of Khairpur State.

Attested by-

MIR ALLAHDAD.

Attested by-

FERZANDALI, Naih Wazir,

Camp Shahi.

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H. S. LAWRENCE, Collector and Political Agent, Sukkur.

Approved and confirmed by the Government of India.

By order,

H. BUTLER.

Secretary to the Government of India, Foreign Department.

SIMLA ; The 5th October 1909. SI

LAPSED STATES-Surat.

XV.-LAPSED STATES.

1. SURAT.

The first establishment of the English at Surat, which was then included in the Suba of Ahmedabad, took place in 1611. A fleet, which was despatched from England in that year to establish commercial intercourse with the western coast of India, was victorious in a series of actions with a powerful Portuguese fleet: and this so raised the reputation of the English as to accelerate the confirmation of a Treaty (No. 1) with the Governor of Ahmedabad in 1612. This Treaty was confirmed in 1613 by a farman from Delhi granting permission for the establishment of factories at Surat, Cambay, Ahmedabad and Gogha, with certain commercial privileges. This was the first settlement effected by the English on the coast of India. Surat was made the chief seat of the Company's trade in 1629 and continued to be so till 1687, when it was transferred to Bombay. In 1614 King James I of England sent a letter to the Emperor of Delhi by the hand of Sir Thomas Roe. The result was a farman from the Emperor of Delhi granting the English complete freedom to trade in his dominions (No. II).

No political influence appears to have been acquired at Surat till 1664, when the town was first attacked and partially plundered by Shivaji. The gallant defence made by the English procured for them in 1667 a new Farman (No. III) from Aurangzeb, reducing the customs duties and securing the unmolested transit of their goods. Owing to hostilities with Aurangzeb, however, the factory at Surat was seized in 1687, but was eventually restored. In 1712, in consequence of the exactions of the Governor, the English withdrew from Surat; but in 1716 a new Charter was obtained, mainly through the influence of Mr. Hamilton, the Surgeon at the Court of Delhi. From that time the English continued to trade quietly at Surat for some years.

In 1746 Teg Bakht Khan, the Governor of Surat, died, and was succeeded by Safdar Khan, who placed his son Wakhar Khan in charge of the castle which, under the Moghuls, had always been a separate command from the civil administration of the town. But an adventurer named Mian Achan or Mai-ud-din, who had married the daughter of Teg Bakht Khan, with the support of the inhabitants of the town expelled Wakhar Khan from the fort. By the assistance of the English and of Damaji Gaekwar, to whom he gave up one-fourth of the revenues of Surat, he also succeeded in expelling Safdar Khan from the civil government of the town, in which he continued to rule till 1751, when he was himself expelled by Safdar Khan and Wakhar Khan. In the prosecution of the contest, Wakhar Khan obtained the help of Damaji Gaekwar on the promise of half the revenues of Surat; but, when his restoration was accomplished, objections were raised to so large a

LAPSED STATES-Surat.

payment; and it was finally settled that the Gaekwar should receive onethird, which he afterwards shared equally* with the Peshwa.

During these dissensions the castle fell into the hands of Sidi Masud of Janjira and Rajpur. The English factory was in great danger when,

*TRANSLATION of an AGREEMENT between KAIM-UD-DAULA, BAHADUR, NAWAB OF SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

Kasinath Hari's Seal.

Whereas there has lately subsisted some disputes in the Bandar of Surat by ronson of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sandry claims on the Sarkar of the Nawab Sahib, Kaim-ud-Daula, Bahadur, on account of some Articles of the revenues of the aforesaid Bandar, the particulars of which are below inserted, and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English Factory and Governor of the Mughal's eastle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who band themselves by their respective faiths to keep this agreement that it may always remain in force.

On indigo, etc., for one whole year, which is now somewhat increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees, 1,251 and 101 annas.

Thirteen Articles.

								Rupees.
Indigo						0.017	Si.	2,700
Teak-wood	Martin M	1785.55		33320	S. C. C.S.		944	1,625
Umra and Dumas Fisher	у.		and the	Section 1			70	560
The Chaukis of the Than	a Chau	rasi	mality	1.111			ain	500
The Farm of the boats .	a. Star		W Harris	Selle.		de cal	(art)	700
Umra Chauki			C. And					24
The Dutch Chauki		1000	and the second	Section 200	Var Stall		SRO.	48
Umra Chauki	Con A Line							24
Jewel Office, Vera		- As		Dig tes	See 1		άđ,	600
From the jewel office for	custom	H LE BOR		R.T.		LAN THE	14	
Phulsari in Chaurasi .	Me and		NI STORE		19 E	n here		90
Batti cleaners in the th	ana of	Cha	urasi	-pav	for	SOVE	-	
	1		Le Ste	- TAL TH				84
Nakas or customs on cat	tle .	1. A	No. Fish		1	Ball?		324
					The state	370	2.11	A STREET
								7,510

Tindals, customs and others which are not ascertained, but whatever is collected in the year-

Twelve Articles.

Tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be. Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, the Chautia's writers to attend.

The customs on surangi (a dye) shall be brought to account as usual.

The customs on kusumba (a red dye) shall, as usual, be brought to account.

The income from Rainiala shall be brought to account.

A fee on new silk wheels of Rupees 1-8 each shall be brought to account.

Artificers to be allowed to the Thana, and not to be taken in belt, 12 carpenters, 9 brick-layers, 7 tailors, and 5 pot-makers.

through the influence of the Dutch, a peace was negotiated between the Agent at Surat and the Sidi, by which all English troops were to be

From the Sarkar of the Nawab Sahib to be given shawls from the Naibat. Palanquin charges from Khushir.

Kasinath Hari kamavisdar for the share of Srimant Peshwa Sahib, agrees that if the before-mentioned Nawab Sahib, according to the before written agreement, gives the just proportion to the Sarkar of the Peshwa, I have not, nor shall have, as is above written, any claims upon the Nawab Sahib. In testimony of which two agreements are drawn out; to one copy the seal and writing of the Nawab is affixed, and to the other the seal and writing of Kasinath Hari, kamavisdar of the before-mentioned.

In the Bandar of Surat, the first day of the month Shaban, in the year of the Hijra 1200 corresponding with the 29th of May 1786 of the Christian era.

Written in the Mahratta language by Kasinath Hari.

These twenty-eight Articles are settled between the Nawab Kaim-nd-Daula, Bahadur, and Kasinath Hari, the Srimant Pardhan's kamavisdar at Surat. There was a dispute respecting the Peshwa's share of the reveaue, which has been settled by the advice and means of Mr. Ramsay, Chief of the English Factory. The particulars of the Articles are written in Persian, according to which the Nawab of Surat is to give the share yearly when there will be no dispute from year to year. The 1st of Shaban 1200.

TRANSLATION OF AN AGREEMENT between KAIM-UD-DAULA, NAWAB OF SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

The Nawab's Seul.

Whereas there has lately subsisted some disputes in the Bandar of Surat by reason of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sundry claims on the Sarkar of the Nawab Sahib, Katm-ud-Daula, Bahadur, on account of some Articles of the revenue of the aforesaid Bandar, the particulars of which are below inserted and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English factory and Governor of the Mughal's castle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this agreement that it may always remain in force.

The Nawab Kaim-ud-Daula, Bahadur, agrees that the sixth share of the undermentioned Articles shall in future be given to the Sarkar of Srimant Peshwa Sahib according to what is right and just.

On indige, etc., for one whole year, which is somewhat now increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees 1,251 and 101 annas.

Thirteen Articles.

	Rupees.
Indigo	. 2.700
Teak-wood	. 1,625
Umra and Dumas Fishery	. 560
The Chaukis of the Thana Chaurasi ,	. 500
The Farm of the boats	. 700
Umra Pettahs or liquor shops	. 180
The Dutch Chauki	· 48 · 24
Umra Chauki	. 24
Jewel Office, Vera	. 600
From the jewel office for custom	. 75
Phulsari in the Chaurasi	. 90
Batti cleaners in the thana of Chaurasi-pay for seven	State State State
months	. 84
months Nakas or customs on cattle	. 324
	the second

7,510

LAPSED STATES-Surat.

withdrawn and the establishments reduced to the footing on which they stood in time of peace. This treaty* was repudiated by the Bombay

Directions have been given to the karbharis (clerks) that they go on agreeable to former customs.

Tindals, customs and others which are not ascertained, but whatever is collected in the year-

Twelve Articles.

From the tindals of ships, Rupees 10 a year, tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be.

Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, his writers are to attend.

The customs on surangi (a dye) shall be brought to account as usual.

The customs on Kusumba (a red dye) shall, as usual, be brought to account. The income from Rainiala shall be brought to account.

The fee on new silk wheels of 1-2 each should be brought to account.

It is usual to allow one artificer from each trade on his account; two of each shall be allowed, 12 carpenters, 9 bricklayers, 7 tailors, and 5 pet-makers.

Written by the Nawab.

By reason of the decrease in the revenue these have been stopt.

From the Nawab's Sarkar should be given shawls from the Naibat.

Palanquin charges from the Khuski.

Dated the 1st of the month Shaban, in the year of the Hijra 1200, corresponding with the 29th of May 1786 of the Christian era.

*TREATY between ME. LAMBE and COUNCIL and SAFDAR KHAN and SIDI MASUD.

ARTICLE 1.

As soon as the peace is concluded the English are to take all the soldiers from the castle that are in their service, as well Europeans as Indians, and send them on board the ships at the Bar; at the same time all the Batteries belonging to Masud Khan are to be dismantled.

ARTICLE 2.

The soldiers in the factory, of what denomination soever, are to be sent away, reserving only the same number as usual in times of tranquility.

ARTICLE 3.

That all the ships and goods now at Bombay are to have leave to go to their respective ports of Mecca, Jedda, Bengal, or anywhere else that they may be bound to.

ARTICLE 4.

After the peace is concluded, there is to be no more fighting either in the city or at the Bar.

ARTICLE 5.

The Company are to pay yearly the same sum as is agreeable to their farmans, with the charges thereon.

ARTICLE 6.

The English are not to protect or take into their factory any goods but what belong immediately to them.

We, the under-written Chief and Council for the Company of England at Surat, declare that we approve of the Articles of this present Treaty of peace from our full and entire will, and promise to conform to them and execute them according to their tenor.

(Signed by Mr. Lambe and Council.) Witnessed by the Dutch Secretary.

Surat, 12th November 1751.

[Declared null and void by the Honourable the President in Council, Bombay, on the 22nd November 1751.]

LAPSED STATES-Surat.

Government, and in the following year, 1752, a new Treaty (No. IV) was made, under which the English were to receive compensation for losses and to trade according to their farman.

Quarrels soon broke out between Safdar Khan and the Sidi, and in 1757 Safdar Khan opened negotiations with the English to put them in possession of the fleet on condition of their expelling the Sidi from the fort; but the offer was not accepted. Safdar Khan died in 1758, and Sidi Ahmad, who had succeeded his father Sidi Masud in the government of the castle, made himself the enemy of the English by his close alliance with the Dutch and the piracies which he committed. He was so detested by the people of Surat that they offered to make over to the English the command of the fleet and the castle, with funds for their support, if they would expel the Sidi. A Treaty (No. VI) was accordingly concluded in 1758 with Faris Khan, in which it was agreed that he should be put in possession of the government of the town, the English taking the government of the castle and continuing to enjoy all their commercial privileges; but the fear of provoking the Mahrattas, who at this time were supposed to have designs on Surat, prevented this enterprise from being carried out.

In 1759, at the invitation of the people who were tried of bad government and afraid of the interference of the Mahrattas, a force from Bombay, under Captain Maitland, successfully bombarded the town; and a Treaty (No. VII) was concluded with Mian Achan confirming that made in the previous year with Faris Khan, who was appointed Mian Achan's Deputy at Surat, an office which was abolished in 1777. These engagements were confirmed by the Emperor of Delhi in the same year.

From the time when they obtained possession of the castle of Surat and the command of the fleet, the power of the British Government at Surat greatly increased. They were in fact the rulers of the country, while the Nawab became merely a titular Chief with the government of the town. In February 1763 Nawab Mian Achan died. There were four competitors for the succession : Mir Kuth-ud-din, his eldest son; Faris Khan, the Deputy; Ali Nawaz Khan; and Nur-ud-din Ali Khan. The British Government declared in favour of Kutb-ud-din, who was installed in April 1763. He died in 1790: and it was then proposed to obtain from the Emperor of Delhi a sanad investing the British Government with the sole administration of Surat, so as to remove the inconvenience of a double government. But the Governor-General in Council thought it inexpedient to do this, because the Nawab's eldest son, Nizamud-din Khan, had a claim to the office of Nawab by right of inheritance. and the Emperor was then a puppet in the hands of Scindia. Application was made to the Emperor for a sanad of investiture in favour of Nizam-ud-din Khan, who paid a nazar of Rs. 20.000. No sanad, however, was furnished; and in 1792 Nizam-ud-din Khan was installed by

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LAPSED STATES-Surat and Broach.

order of the British Government. The Nawab afterwards declined to receive a sanad from Delhi, and expressed his desire to be solely dependent on the British. In 1798 negotiations were begun for a treaty with the Nawab, under which he was to pay a lakh of rupees a year towards the expenses of the management of the castle and town of Surat; but in 1799, before the agreement was brought to a final conclusion, Nizamud-din died.

The succession of his brother Nasir-ud-din was recognised in 1800 on his signing a Treaty (No. IX) vesting the entire administration of the city and its revenues in the hands of the British Government, who were to pay him Rs. 1,00,000 yearly, and one-fifth of the annual revenues after deducting all charges and expenses of collection. In lieu of this, variable allowance, the Nawab in 1818 agreed (No. XII) to accept a fixed provision of Rs. 1,50,000. Nasir-ud-din died in 1821, and was succeeded by his son, Mir Afzal-ud-din, on whose death without male issue, in August 1842, the titular dignity and office became extinct. A pension of Rs. 52,800 a year was settled on his two grand-daughters and his son-in-law Jafar Ali Khan. In 1857 this was increased to Rs. 1,00,000, to be continued till the death of the survivor of the three grantees. Jafar Ali Khan died in 1863, and one grand-daughter, Rahimul-Nissa in 1886. Her share (Rs. 50,000) was paid into a fund for the benefit of the family after the lapse of the whole pension, the other half being paid to the surviving grand-daughter, Zia-ul-Nissa. In 1890 an advance of Rs. 3,50,000 was made to her for payment of her debts, and a portion of her pension (Rs. 32,992-15-0) was permanently set aside towards repayment of this advance; but, after the amount advanced had been fully recovered, the pension was restored in full. Zia-ul-Nissa died on the 27th May 1915, when the pension of Rs. 1,00,000 lapsed to Government: and the Trust Fund was closed with effect from the 17th March 1916. Sardar Mir Muzaffar Hussein Khan was recognised as the male representative of the family of the branch of Rahim-ul-Nissa, and Mir Masud Alam Khan as that of the branch of Zia-ul-Nissa. Each was granted a monthly pension of Rs. 2,574-1-8 under certain conditions.

2. BROACH.

Broach was conquered by the Mahrattas from the Muhammadans in 1685, from which time the Nawabs of Broach continued to hold their territories as subordinates of the Peshwa. In consequence of certain claims against the Nawab of Broach, which were due by right of sovereignty to the Government of Surat, the Bombay Government ordered, and subsequently countermanded, an expedition against Broach. But the local authorities at Surat persisted and sent a force in 1771 to enforce the demand. The expedition failed, and preparations were being made to renew it when the Nawab came to Bombay, and a Treaty (No. VIII) was concluded with him on the 30th November 1771. The

LAPSED STATES-Broach and Mandvi.

terms given to the Nawab were not so liberal as he expected, and on his return to Broach he proceeded to treat with great disrespect the chief of the factory there, who was in consequence directed to withdraw to Surat. In the following year the expedition was carried out, and Broach was taken on the 18th November 1772. The right of the British Government to Broach was recognised by the Treaty of Purandhar[#] and subsequently by the Treaty of Salbai,[†] but the town and district were ceded[‡] to Scindia in 1783, in consideration of his services in negotiating that treaty.

In the Mahratta war of 1803 Broach was again taken by a British force and it was finally ceded to the British Government by article 3 of the Treaty of Sarji Anjangaon. The descendants of the last Nawab of Broach enjoy hereditary pensions from the British Government.

3. MANDVI.

The early history of this State furnishes a remarkable example of the manner in which the Mahrattas dealt with questions of succession to dependent Chiefships. If there is no instance in which the Peshwa withheld his sanction to succession by adoption, there is also none in which he permitted it without subjecting the State to a heavy fine, which was also not infrequently exacted in cases of direct succession.

The State of Mandvi was founded by a Bhil Chieftain whose successors gradually acquired sufficient power to raise themselves to the rank of petty sovereigns. In 1730 the ruling Chief, Durjan Singh, was deprived of his possessions by Damaji Rao Gaekwar; but about twenty years afterwards he was restored by the Peshwa in return for military services rendered against the Portuguese at Bassein. Durjan Singh died in 1771, and was succeeded by his cousin, Bhagwan Singh, who was required to pay a nazarana of Rs. 1,00,000 to the Peshwa. His distant relative, Guman Singh, who succeeded to the State in 1776, was subjected to a payment of Rs. 1,50,000; and in 1786, on the death of Guman Singh without issue, and on the succession of Nahar Singh, also called Durjan Singh, a nazarana of Rs. 60,000 was levied by the Peshwa.

By the Treaty of Bassein's the State of Mandvi, erroneously called Nundary, came under the British Government and was subjected to a tribute of Rs. 65,000. For seven years, however, the Raja evaded payment of the tribute; and in 1809 the British Government were on the point of reducing their demand to Rs. 25,000, when an insurrection broke out in the country. This rising was headed by a fanatical Musalman named Abdur Rahman, who seized the fort of Mandvi from which

*	See	The	Peshwa,	Vol.	VII.
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ş	See	The	Peshwa,	Vol.	VII.

LAPSED STATES-Mandvi and Satara.

the Raja fled, murdered the Raja's minister, and committed depredations in the surrounding country, threatening to carry fire and sword into the British districts if the English officers did not embrace the Muhammadan faith. The Raja threw himself on the protection of the British Government, to whom he engaged in January 1810 (No. X) to pay the expenses of military aid and six annas in every rupee of revenue annually. With the aid of a British force the Raja was reinstated; after which, in lieu of a share of the revenues, he agreed in March 1810 (No. XI) to pay an annual tribute of Rs. 60,000. In consideration of the exhausted state of the country, the Raja was neither required to pay the cost of the expedition, amounting to Rs. 20,000, nor his arrears of tribute, which had risen to upwards of Rs. 4,50,000.

Durjan Singh died without male issue in 1814, and was succeeded by his cousin, Hamir Singh, from whom the British Government demanded no nazarana. Hamir Singh fell into the hands of evil advisers who instigated him to hostilities with the British Government, their intention being to put the country under the Peshwa, with whom the British Government were then at war. The overthrow of Baji Rao, however, and the approach of a British force to Mandvi with the view of annexing the country, brought the Raja to reason; and in May 1818 he signed an Agreement (No. XIIII) to dismiss his advisers and to make no change in the administration of his affairs without the knowledge and consent of the British Government.

In 1834 Hamir Singh was succeeded by his son, Waje Singh, who was killed in 1838 by an explosion of fire-works. His posthumous son, whose succession was recognised, died in December 1839, and the direct line of succession became extinct. The nearest claimant was forty-two degrees removed from the common ancestor of the family and was moreover imbecile. The State was therefore treated as an escheat and annexed to the British dominions.

4. SATARA.

After Sahuji, the grandson of Shivaji, had been released from captivity and had recovered his rights* as head of the Mahratta power, he left the control of his affairs entirely in the hands of his Minister Balaji Viswanath. Before his death he adopted Ram Raja, a grandson of his aunt Tara Bai of Kolhapur, a younger branch of Shivaji's family, and gave the Peshwa a deed bestowing on him the entire control of the Mahratta confederacy on condition of his maintaining the dignity of the house of Shivaji in the person of Ram Raja and his descendants. From that time the Rajas of Satara remained either puppets or prisoners of the Peshwa until the overthrow of the Peshwa's power in 1817. After the conclusion of the Treaty of 1756 with the Peshwa,* a commercial Treaty (No. V) was concluded in 1757 with Ram Raja.

^{*} See The Peshwa, Vol. VII.

LAPSED STATES-Satara.

At the commencement of the war of 1817 Pratap Singh was Raja of Satara. He had succeeded his father, the second Sahuji, the adopted son and successor of Ram Raja. Pratap Singh was kept a close prisoner by the Peshwa Baji Rao, who had given orders that the Raja and his family should be put to death rather than allowed to fall into the hands of the British. In the proclamation issued by Mr. Elphinstone on the 11th February 1818,* the intention was declared of placing the Raja of Satara at the head of a separate State of such extent as might maintain him and his family in comfort and dignity. Pratap Singh was rescued after the battle of Ashti on the 20th February 1819; and on the 25th September a Treaty (No. XIV) was concluded with him defining the limits of his State, and the conditions on which he was to hold it. Under the 6th article of the treaty the administration of the State was retained by the British Government till 1822, when it was made over to the Raja; but he was bound to attend at all times to the advice which the British Government might give him for the good of his State and the maintenance of general tranquillity.

In 1829 the Raja ceded (No. XVII) lands in the Mahableshwar hills for the establishment of a sanitarium, together with an uninterrupted line of communication to the British territories, in exchange for the village of Khandala, which had been resumed by the British Government from Scindia, and which, being situated within the limits of the Satara State, would have formed a portion of the territory made over to the Raja but for its having been held by Scindia at the time when the Satara State was created.

In 1839 Pratap Singh was deposed. He had committed many serious violations of his treaty engagements, more particularly of the 5th article of the Treaty of 1819, in having during a series of years held improper communications with the Goa authorities; in having held clandestine intercourse with Appa Sahib, the ex-Raja of Nagpur; and in having tampered with the native officers of the 23rd regiment of Bombay Native Infantry. The British Government, however, offered to forgive all his past offences on his subscribing to certain conditionst to be appended to

+ CONDITIONS OFFERED TO THE RAMA OF SATABA.

Information having been received by the British Government that Your High-ness, misled by evil advisors had, in breach of the Treaty which placed you on the throne, entered into communications hostile to the British Government, an enquiry into these accusations was considered indispensable. This enquiry has satisfied the British Government that Your Highness has exposed yourself to the sacrifice of its alliance and protection. Nevertheless, moved by considerations of clemency towards Your Highness and your family, the British Government has resolved entirely to overlook what has passed on the following conditions. *miz.* —

First.—That Your Highness now binds yourself strictly and in good faith to act up literally to all the Articles of the Treaty of the 25th September 1819, and espe-cially to the 2nd Article of that Treaty, which is as follows:—

"The Raja for himself and his heirs and successors engages to hold the terri-tory in subordinate co-operation with the British Government, and to 2 B

^{*} See Hyderabad, Vol. IX.

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the Treaty of 1819. This he refused to do; and he was therefore removed to Benares, where he was allowed a pension of Rs. 10,000 a month. He died at Benares in 1847 leaving no male issue, but having, it is said, adopted his first cousin, Bala Sahib Senapati, a few years before his death.

On the deposition of Pratap Singh in 1839 his brother, Shahuji or Appa Sahib, was placed in power, and a new Treaty (No. XVIII) was concluded with him. Soon after his accession Shahuji prohibited the practice of sati and abolished all transit duties in his State. He died on the 5th April 1848, after adopting a collateral relative, Venkaji Raje, descended from Shivaji, the founder of the Mahratta empire. But Government refused to recognise the adoption, and decided that the Satara territory had, by failure of heirs, lapsed to the power that bestowed it. The Ranis remonstrated against the resumption of the State, and refused the provision offered to them; but eventually acquiesced in the arrangements made, receiving for themselves and their adopted son their lands and the private property left by the Raja, together with a liberal allowance from the British Government for life. Venkaji Raje died in 1864, and in the following year the eldest and the only surviving Rani was granted permission to adopt a son, Raja Ram, on the understanding that he would only succeed to her private property, personal and real. The Rani died in 1874, when half her pension, amounting to

be guided in all matters by the advice of the British Agent at His Highness' Court."

Second.—That Your Highness binds himself to pay your brother, Appa Sahib Maharaj, whatever allowances he has heretofore received and to put him in possession of all his private property, and should any dispute arise on this subject, the same is to be referred to the Resident for adjustment. Appa Sahib Maharaj is also to be permitted to reside at any place he himself may choose under the protection of the British Government.

Third.--That Balwant Rao Chitnavis be dismissed from Your Highness' Councils and not permitted to reside within Your Highness' territory without the sanction of the British Government.

Fourth — The persons whose names are inserted in a separate list having been guaranteed by the British Government in person, property, and allowances of every description as the same stood in July 1836. This guarantee is to be binding on Your Highness and all complaints against them are to be referred to the Resident. Should it appear necessary hereafter to the British Government to add the names of any other persons to this list, the same guarantee is to be extended to them, and it is to be acted upon in good faith by Your Highness in any manner that may be pointed out by the British Government; all complaints against these persons are also to be referred to the British Resident for his adjustment.

The above are the terms to be agreed to by Your Highness, and these conditions are to be considered as supplemental to the Treaty of the 25th September 1819, and to be signed and sealed as such by Your Highness; and while it is announced to Your Highness that there can be no modification in these terms, as Your Highness' sincere well-wisher, the British Government offers them in the confidence that Your Highness' nenetration will recognise their moderation, and the expediency of a prompt acquiescence. It is confidently expected also that the elemency of the British Government in preserving your State [Raj] will be duly appreciated by Your Highness, as it cannot fail to be by the general voice of this country, and induce Your Highness for the future scrupulously to maintain the relations of triendship and mutual confidence by acting up to the provisions and principles of the Treaty.

LAPSED STATES-Satara and Kolaba.

a sum of Rs. 2,500 a month, was continued to Raja Ram for life, and it was in contemplation to provide him with a suitable residence. He was, however, so extravagant in his ideas as to the style of residence appropriate to his dignity that the matter could not be settled. He was heavily involved, and no practicable scheme could be devised for a settlement of his debts. Gratuities to the amount of Rs. 3,615, and pensions amounting to Rs. 12,322 a year, were granted to the dependants of the Rani.

Raja Ram, who was a first class Sardar of the Deccan, died in 1904. His pension was continued to his two sons, Shivaji, alias Anna Sahib, and Pratab Singh, alias Bhau Sahib, for life on certain conditions, one of which was that the settlement of their debts should be left in the hands of the Agent for Sardars. In 1910 they were given Rs. 40,000 for the purpose of enabling them to build a suitable residence and with this money they repaired the Adalatwada. Anna Saheb, who succeeded to Raja Ram's Sardarship, died without issue in 1914, and was succeeded by his brother Pratap Singh alias Bhau Sahib, who died on the 5th March 1925. On the 28th May 1925 his widow Tarabai Sahib adopted, with the consent of Government, Chandrasen, son of Sakharam Bhonsle, giving him the name of Shahu alias Bala Sahib: and the Government of India sanctioned the continuance of the pension of Rs. 2,500 a month to Pratab Singh's family subject to good behaviour. During his minority, Sirdar Shahu's estate is managed by a Trust, created under the Indian Trust Act, 1882, consisting of his adoptive mother Tarabai Sahib, the District Judge and two other members. He is a first class Sardar of the Deccan.

5. KOLABA.

The first Angria, Kanhoji, was a servant of Shivaji, and gained a considerable principality under him and his descendants. This territory was divided between his two sons, Sakhoji and Sambhaji, the latter holding Savarndurg. The family were notorious pirates, and one of the earliest engagements* which the British Government made with the Peshwa had for its object the suppression of the outrages which they committed at sea. On the ascendancy of the Peshwa, Tulaji the son of Sambhaji, was stripped of his possessions and died in prison. Sakhoji died in 1733 without male issue, and Manaji, the eldest of Kanhoji's three illegitimate sons, acknowledged the supremacy of the Peshwa, by whom his son, Raghuji, was invested in the year 1766. On Raghuji's death in 1793 internal disturbances broke out, which led the Peshwa to occupy the whole territory. But in 1796 the State was restored to Raghuji's son, Manaji, who, however, was at the instigation of Scindia deposed in 1799 by the Peshwa Baji Rao in favour of Scindia's near relative Babu Rao. Babu Rao was succeeded

* See The Peshwa, Vol. VII.

LAPSED STATES-Kolaba and the Nipanikar.

by his nephew Sambhaji; but the Peshwa again set aside this line and restored the old family in the person of Manaji, grandson of the Chief of the same name who had been deposed in 1799. Manaji died in 1817, and his son, Raghuji, had not been invested when hostilities broke out between the British Government and the Peshwa. The peculiar connection which had subsisted between the principality of Angria and the Peshwa rendered it necessary that a treaty should be concluded with Raghuji after the conclusion of the war, recognising the rights which he enjoyed, and embracing certain exchanges of territory to secure a well-defined boundary. The Treaty (No. XVI) was concluded in 1822. It guaranteed the territory of Kolaba against external attack; prohibited the Chief from political intercourse with other States; bound him to subordination to the British power; and defined generally his relations with the British Government. The exchanges provided for in article 3 of the treaty were not effected till 1827.

Raghuji Angria died in December 1838; but in January 1839, however, a posthumous son was born, whose succession, under the name of Kanhoji Angria, was recognised. This boy died on the 9th April 1840, and with him the direct and legitimate line of claimants to the Chieftainship became extinct. The widows of Raghuji Angria wished to adopt a son, and the succession was also claimed by Sambhaji Angria, grandson of Yesaji, the second illegitimate son of the first Kanhoji; but, after full deliberation, both claims were rejected, and the territory of Kolaba was annexed to the British dominions. Life pensions amounting to Rs. 53,560 were settled on the different members of the Angria family.

In 1884 it was ruled that Rs. 7,200 out of the pension of Rs. 10,000 granted to Yeshoda Bai, widow of Raghuji Angria, should be regarded as representing the hereditary private estates of the last Chief, and should be continued in perpetuity to the rightful heirs. Accordingly on Yeshoda Bai's death in 1885 it passed to her adopted son, Manaji Rao; in 1897 to his widow, Gajra Bai; and on her death in 1902 to Manaji Rao's minor daughter Jiji Bai.

6. THE NIPANIKAR.

This Chief was one of the Southern Mahratta Jagirdars (see page 247). Sidoji Rao, with whom the British Government made an Engagement (No. XV) in 1820 similar to that concluded with the other jagirdars, died without heirs, and his estate lapsed to Government.

No. I.

The ARTICLES agreed upon and sealed by the GOVERNOR of AMADANAR and the GOVERNOR of SURAT, and four principal Merchants, and to be confirmed by the Seal and firm of the GREAT MOGNUL within forty days after the former sealing, or else to be void, for the settling of trade and factories in the cities of SURAT, CAMBAY, AMADANAR, GOGA, or in any other part or parts of this country within the GREAT MOGNUL'S dominions. Witnessed under our hands and seals the one and twentieth of October 1612.

ARTICLE 1.

In primis, that all which concerneth Sir Henrie Middleton be remitted, acquitted, and cleared to us; that they shall never make scizure, stoppage, nor stay of our goods, wares, and merchandizes to satisfy for the same.

ARTICLE 2.

That they shall procure from their King, the Great Moghul, at their proper cost, his grant and confirmation of all the Articles of Agreement under the great scal of his hand, and shall deliver the same unto us for our security and certainty and perpetual amity, commerce and dealing with them, within forty days after the scaling hereof.

ARTICLE 3.

That it shall be lawful for the King of England to keep and continue his ambassador at the Court of the Great Moghul during the time of the said peace and commerce there to compound and end all such great and weighty questions as may any way tend to the breach of the said peace.

ARTICLE 4.

That at all times upon the arrival of our ships in the Rhode of Swally there shall be proclamation in the city of Surat three several days together, that it shall be free for the country people of all sorts to come down to the water side, there to have free trade, dealing, and commerce with us.

ARTICLE 5.

That all English commodities shall pay custom, according to the value or price that it beareth at the time that it is put into the custom house, after the rate of three and a half the hundred.

ARTICLE 6.

That all petty and pedlerly ware be free of oustom, provided that it exceed not in value ten rials of eight.

LAPSED STATES-NO. I-1612,

ARTICLE 7.

That we shall have ten manu for our manuda carried from the water's side to Surat, and after the same rate back again : and for carts we are to repair to the mookuddum of Swally to send for Surat, and at Surat to repair to the broker for carts down again.

ARTICLE 8.

That if any of our men die in those parts, that then neither the King, nor Governor, nor under-officer shall make title or challenge to anything that to the dead belonged, nor demand fees, nor any kind of taxes, nor customs.

ARTICLE 9.

That if all our men die here in these parts, between the times of the coming of our ships, that then, by some officer thereto appointed, just and true inventory, notice, and knowledge be taken of all such monies, goods, jewels, provisions, apparel, and what else to our nation belongeth, and the same shall safely preserve and keep, and deliver to the General, Captain, or merchants of the first ships that shall after here arrive; and to receive a discharge from the General, Captain, or merchants, to whom such goods and monies shall be delivered.

ARTICLE 10.

That they secure our men and goods upon the land, redeeming all such, both goods and men, as shall happen to be taken upon the land by the Portugals; and shall deliver both men and goods again to us free of all charges, or the value of our goods and men instantly.

ARTICLE 11.

That as in all kingdoms there are some rebels and disobedient subjects, so in our nation there may be some pirates and sea-robbers, which may happen to come into these parts, and here may rob and steal; if any such shall happen then will not we, by our trade and factory here, be liable or answerable for such goods so taken, but will aid them with our best means that are so grieved by justice to our king, for redress and restitution unto them.

ARTICLE 12.

That all such provisions of victuals as shall be spent during the time that our ships shall remain here in the Rhode of Surat and Swally, half free of custom, provided it do not amount unto above a thousand dollars in money.

ARTICLE 13.

That in all questions of wrongs and injury that shall be offered unto us and to our nations, that we do receive from the judges, and those that be in authority, present and speedy justice according to the quality of our complaints and wrongs be done us, and that by delays we be not put off and wearied either by time or charges.

No. II.

The KING'S letters sent to SELIM SHAGH, the GREAT MOGHUL, in the year 1614, by SIR THOMAS ROE.

James, by the Grace of Almighty God, the Creator of Heaven and Earth, King of Great Britain, France, and Ireland, Defender of the Christian Faith : etc.

To the high and mighty Monarch the Great Moghul, King of the Oriental Indies of Chandahar, of Chismer and Corazon, etc., greeting.

We having notice of your great favour toward us and our subjects, by your great firman to all your Captains of rivers and officers of your customs, for the entertainment of our loving subjects the English nation with all kinds respect at what time soever they shall arrive at any of the ports within your dominions, and that they may have quiet trade and commerce without any kind of hindrance or molestation, etc., as by the Articles concluded by Suc Suff, Governor of the Guzerats, in your name, with our loving subject, Captain Thomas Best, appeareth, have thought it meet to send unto you our ambassador, which may more fully and at large handle and treat of such matters as are fit to be considered of, concerning that good and friendly correspondence which is so lately begun between us, and which will without doubt redound to the honour and utility of both nations. In which consideration, and for the furthering of such laudable commerce, we have made choice of Sir Thomas Roe, Knight, one of the principal gentlemen of our Court, to whom we have given commission, under our great Seal of England, together with directions and instructions, further to treat of such matters as may be for the continuance and increase of the utility and profit of each other's subjects, to whom we pray you to give favour and credit in whatsoever he shall move or propound toward the establishing and enlarging of the same. And for confirmation of our good inclination, and well wishing toward you, we pray you to accept in good part the present which our said ambassador will deliver unto you. And so do commit you to the merciful protection of Almighty God.

A COPY of the GRAND MOGHUL'S letter to the KING.

Unto a King rightly descended from his ancestors, bred in military affairs, and clothed with honour and justice.

A Commander worthy of all command, strong and constant in religion which the great Prophet Christ did teach, King James, whose love hath bred such impression in my thoughts as shall never be forgotten, but as the smell of amber, or as a garden of fragrant flowers whose beauty and odour is still increasing, so, be assured, my love shall grow and increase with yours.

Your letter which you sent me in the behalf of your merchants I have received, whereby I rest satisfied in your tender love towards me and desire you not to

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LAPSED STATES-NOS. II-1614 AND III-1667.

take it ill for not having writ unto you heretofore; for this my present letter I send to renew our loves, and herewith do certify you that I have sent forth my firmans through all my countries to this effect, that if any English ships or merchants shall arrive in any of my ports, my people shall permit and suffer them to do what they will freely in their merchandizing causes, aiding and assisting them in all occasions of injuries that shall be offered them, and that the least cause of discourtesy be not done unto them; as also that they be as free and freer than my own people. And as now and formerly I have received from you divers tokens of your love, so I desire your mindfulness of me by some novelties from your country as an argument of friendship between us, for such is the custom of Princes here.

As for your merchants, I have given express order through all my country to suffer them to sell, buy, transport, and carry away at their pleasure, without the let or hindrance of any person whatsoever, all such goods and merchandize, or other things as they shall desire to buy, and let this my letter as fully satisfy you in the desired peace and love as if my own son had been the messenger to ratify the same. And if any in my country not fearing God, nor obeying their king, or any other void of religion should endeavour, or be an instrument to break this league of friendship, I would send my son Sultan Coronne, a soldier approved in the wars, to cut him off, that no obstacle may hinder the continuance and increasing of our affections.

No. III.

FIRMAN granted by SHAH AURUNGZEB to the HONOURABLE EAST INDIA COMFANY, dated the 25th June 1667.

Be it known to the Governor, Prefects, and Officers of Affairs of the Port of Surat, present and to come confiding in our Royal favour, that at this present time, joined to happiness, certain notice is come to our ears, that whereas formerly the rate for customs of goods belonging to the merchants of the Dutch nation was on every hundred rupees three and a half rupees, and afterwards, having an eye to the profitable condition of the said people, two Rupees was only ordered; and whereas the merchants of the English nation have made their request that the rates for the customs of their goods may be confirmed according to the Dutch constitution, and that a firman may pass from our Excellent and Noble Court that the goods and merchandizes which the said merchants, having bought in Bengal, and in the Royal Seat of our Kingdom, Akburabad, and other countries and great cities, do transport by the way of Burhanpoor and Ahmedabad, to sell them in the Bundur of Surat, may not be stopped by any person in their passage on pretence of taking Rahadaries or other duties, or on any prohibition whatsoever; and in case any of the goods belonging to the aforesaid persons be robbed in the way, that the officers and the guards of the said place do, in the recovery of the said goods, make all diligent search ; and whereas a petition was directed to our exalted throne, upon the sight of a letter which Ghyas-cod-deen Khan

LAPSED STATES-NOS. III-1667 AND IV-1752.

Governor of Surat, hath written unto the trusty protector of our riches, the repose and glory of our kingdom, the pillar of our councillors, emblems of honour, the flower of our Princes, high in dignity, the provident disposer of our kingdoms and estates, the open way to riches and plenty, worthy of all grace, a rewarder of all degrees of men, a lord of pity, the mark of felicity, Chancellor of our kingdoms, and sole manager of our affairs, Jafer Khan, to this effect, that in case any favour be shown to the English nation (who are well wishers to the riches of our Court, by their services which they have performed to our benefit, have so approved themselves formerly and hitherto in an obliging manner), it will be well deserved by them; and whereas the instant desire of our mind, known in truth, and the perfection of our heart, established in justice is expended on the quiet state and universal benefit of all people : at the agreeable petition of the merchants of the English nation, having forgiven them one Rupee of the sum of three Rupees (the accustomary duties of their goods), I have now ordered them to pay but two Rupees; therefore, from this time forward on every hundred Rupees value of goods belonging to the English nation two Rupees must be taken in the aforesaid Bundur, and the Governors, Captains of Guards, Lieutenants of countries, Guards of Passes and the highways of the provinces and great cities aforesaid, shall not give any molestation or opposition to the aforesaid merchants on pretence of Rahadaries or other demands whatsoever, which are prohibited in our Court and High Palace; and in case in any place the least part of their goods or merchandize be stolen, that in the recovery of them all strict search and enquiry be made, and the thieves, together with the goods stolen, being apprehended, the goods may be delivered to the owners and the thieves to punishment. In this affair let them observe all extraordinary diligence towards our Court, and be very circumspect and cautious to abstain from the breachhereof.

Written the 11th day of Mohurrum in the tenth year of our high reign, corresponding with the 25th June A.D. 1667.

No. IV.

TREATY between the HONOURABLE EAST INDIA COMPANY and SEEDEE MASOOD KHAN and SUFDAR KHAN of SURAT.

Original ARTICLES of PEACE executed by SEEDEE MASOOD KHAN and SUFDAR KHAN, being written with the latter's hand in Persian, and sealed with the former's seal, dated the 17th March 1752.

ARTICLE 1.

The peace made by Mr. Lambe and Council to be void and of no effect, and the papers to be torn, and a new receipt given for the customs.

ANSWER.

Agreed that it be void, and a new receipt shall be given as soon as the year is expired.

LAPSED STATES-NO. IV-1752.

ARTICLE 2.

Two lakhs of Rupees to be paid the Honourable Company for the expenses they have been at, and what lost in the Latty; the whole sum to be paid in ready money.

ARTICLE 3.

For the Company's sake creditable posts must be given to Meah Atchund's sons.

ARTICLE 4.

The Company's garden, cows, coaches, or anything else taken from us to be returned.

ARTICLE 5.

The Company's business to go on agreeably to their firman privileges, and all goods to pass by the Moolah' gate.

ARTICLE 6.

Mr. Lambe and the rest of the Company's people that are in town are not to be hindered from coming to us.

ARTICLE 7.

The guards that are set about the Company's house to be taken away, and after this the like not to happen again, and all the batteries within and without that have been made upon this occasion to be taken down, which will be for the good of the people, and prevent further disputes.

ANSWER.

Whatever the people think proper must be done to satisfy them.

ANSWER.

Agreed for the Company's sake to give them the post of Lord Mayor.

ANSWER.

Agreed that the cows, coaches, horses, etc., be returned, and a receipt taken.

ANSWER.

According to custom every thing will go on, and nothing unjust will be done, and perhaps better than before.

ANSWEE.

From the government no hindrance or harm will happen to them.

ANSWER.

The batteries shall be taken away and nothing remain that may cause any difference between us.

ARTIOLE 8.

All servants and dependants upon the Company that are now in fear are not to be molested, and after this, upon no account whatever, no harm is to be done to them.

Dated the 17th March 1752.

MEMORANDUM.—This Treaty was executed on the 17th March 1752, having on that date been signed and sealed by Sufdar Khan and Scidy Musood, and delivered to the Chief in Council at Surat. The two following writings were at the same time passed to the Chief in Council by Scidy Musood and the principal merchants and other inhabitants of Surat. This Treaty was ratified by the Government of Bombay.

Writings alluded to in the foregoing Memorandum.

SEEDEE MUSOOD KHAN and MARCHANTS writing for Two LARHS of Rupees to be paid in the space of one year, executed on the 17th March 1752.

Servant of the King, Seidy Musood Khan, gives this writing for two lakhs of Rupees that was agreed upon to be paid the English on making peace; the merchants and subjects of Surat have given me one for this sum and settled with me. For this reason I, on the part of the people at Surat, am bound that in the space of one year I am happy to pay this sum to the Company. These few lines are written by way of bond.

Dated the 15th of Jemmadee-ool-Awul 1165, sealed by Scidy Musood Khan and eleven of the principal inhabitants and heads of castes.

MERCHANTS' and SUBJECTS' note for Two LARHS of Rupees to be paid the ENG-LISH, as agreed upon, on making PEACE, executed on the 17th March 1752.

Writing sealed by Moollah Ameen-ood-deen and Ibrahim Chellaby, etc., merchants, and subjects, dated 15th of Jemmadee-ool-Awul 1165, 17th March 1752.

The meaning of this is, that we merchants, etc., of Surat agree to this, that because between the English and Khan there have been disputes, to put an end to which, for the sake of the people, Sufdar Khan and Soidy Musood Khan agreed to make peace, and to pay two lakhs of rupees in lieu of the expenses the English have been at: For this reason we, the merchants and subjects, willingly and without force agreed to it, agreeably to the under-written list, and after this sum is paid, this custom is to be taken off and cease, not to be a precedent in future.

ANSWEE.

Whatever has been customary we may be assured shall be complied with.

The one per cent. paid upon ready money brought into town, which the Khan agreed the merchants should not pay, whatever now arises from this must be given to the English. The subjects of Surat are to pay one per cent. on all the money that they import in Bombay. Whatever arises from the customs on goods coming in or going out of Surat are now to pay one per cent. more than before, and what it may amount to is to be given to the English.

Dated the 17th March 1752.

No. V.

ARTICLES OF AGREEMENT made between WILLIAM ANDREW PRICE, ESQUIRE, CHIEF OF FORT VICTORIA, on the part of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, and VITTUL RAO, ESWUNT RAO and BUGWUNT RAO, CASNESS and POETNESS to HIS SERENE HIGHNESS the SOU RAJAH,-1757.

ARTICLE 1.

Whatever merchants carry salt to Maar, the Company to collect, on account of Bancote customs, exclusive of the Sciddee Chowkie at Ambat, at Rupees 3³/₄ for every anna, and on other goods 2¹/₂ per cent.

ARTICLE 2.

Goods landed between Bancote and Dasgom, and passing through any part of Bugwunt Rao's country, to pay the same radarage as goods that go from Goregom and Rajahpore.

ARTICLE 3.

Salt going from Dasgom up-country, Bugwunt Rao to collect at Maar 1 Rupee and a quarter for ten oxen (every ten oxen of salt the customs of only eight to be collected).

ARTICLE 4.

Salt to be disposed of in the following manner: if any quantity of salt is laying at Maar, the English are not to dispose of more than that quantity until it is sold, but then they have liberty to sell any quantity remaining until a fresh parcel is landed at Maar, and then the above method to be again observed, and view versit, in regard to Dasgom.

ARTICLE 5.

The English to fix the price of salt at Dasgom, and the Maar Government to sell their salt there at an advance on that price at $1\frac{1}{2}$ per candy.

ARTICLE 6.

All other goods whatever, excepting the Honourable Company's, to pay 3 annas per ox, with an allowance as usual.

LAPSED STATES_NO. V-1757.

ARTICLE 7.

Merchants landing goods at Dasgom, and afterwards choosing to carry them to Maar, the English to collect Rupees $3\frac{3}{4}$ per anna on salt, and $2\frac{1}{2}$ per cent. on other goods.

ARTICLE 8.

The customs at the Sciddee Chowkie on goods which may go to Maar to be as usual, namely Rupees 22 per anna on salt, and 12 per cent. on other goods.

ARTICLE 9.

Elephants, horses, camels, and slaves, sold by the English at Dasgom, and passing through Bugwunt Rao's country, to pay radarage as usual to the Circar.

ARTICLE 10.

The straw, grain, etc., which may come to Maar from Bugwunt Rao's country and what may go from thence to any part of his country, the same as with Nana's agreement at Poonah with the English, but in case any merchants purchase goods from any person under the Maar Government, if it passes through Dasgom, either by land or water, to pay 2¹/₂ per cent. customs.

ARTICLE 11.

Rafters, timbers, etc., that go out of Bugwunt Rao's country, or come into it, to pay 2¹/₂ per cent. customs on the valuation, exclusive of Ambat Chowkie.

ARTICLE 12.

The royalty of Maar River to be preserved to the English in the same manner as settled with Nana Pundit Prudan.

ARTICLE 13.

Subjects which fly to either government to be treated in the same manner as the subjects of the English and those of Nana's government.

ARTICLE 14.

Whatever slaves or servants may fly to the English to be returned, in like manner the Maar Government to return whatever may fly to them.

ARTICLE 15.

The chowkie at Durdwah to be removed, and Bugwunt Rao not to place any chowkies on the banks of the river.

ARTICLE 16.

The passage boat at Dasgom to belong to the English, and Bugwunt Rao not to place any passage boat on the river excepting at Maar.

LAPSED STATES-NOS. V-1757 AND VI-1758.

ARTICLE 17.

The English will take care of the river in the same manner as settled at Poonah.

ARTICLE 18.

The Honourable Company's goods to the amount of Rupees 1,50,000 are to pass according to the agreement made at Poonah upon Bugwunt Rao's receiving a Sunnud or order for it from Poonah.

These Articles are to be inviolably observed by both parties, and in confirmation thereof to those which will remain with Bugwunt Rao, I have caused the Honourable Company's seal to be affixed at Dasgom this fifteenth day of April in the year of Our Lord one thousand seven hundred and fifty-seven, and to the counterpart, which will remain with the Honourable Company, Bugwunt Rao has caused his seal to be affixed the day and year above written, or of the Gartoo Style the 27th of Chutra 1679, and of the Mahomedan era, the 25th of Rujjub 1170.

WILLIAM A. PRICE.

Approved by the Honourable the President in Council of Bombay on the 3rd May 1757.

No. VI.

CONTRACTED and AGREED between the HONOURABLE RICHARD BOURCHIER, Esq., in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY on one part, and FARIS KHAN on the other, this 12th day of March 1758, viz. :--

ARTICLE 1.

That the Honourable Company's troops and marine forces shall put Faris Khan in possession of the government of the city of Surat by fixing him in the Durbar and supporting him in the same.

ARTICLE 2.

That the Honourable Company shall possess the castle of Surat, with all its immunities and emoluments, and the Tanka, etc., whatever the Scidy is now possessed of in Surat and its dependencies.

ARTICLE 3.

That Faris Khan shall pay the whole expense of the expedition, for which he binds the phurza or custom house for security of payment.

ARTICLE 4.

That the sum of Rupees two lakhs (2,00,000) shall be made good and paid to the commanders and private people, both military and marine, that they may not plunder nor commit any irregularities, which sum is to be made good to him by a varan laid upon the city, merchants, shroffs, etc., inhabitants.

LAPSED STATES-NOS. VI-1758 AND VII-1759.

ARTICLE 5.

That the water gate called Mulna's Kirkee shall at all times be possessed by the English without molestation from the government's officers or sepoys and that the two gates, one of the inward wall and one of the outward wall, next to the English garden, shall always be free for the English to come into and go out of at all times without any molestation.

ARTICLE 6.

That the Honourable Company shall enjoy all the privileges of the Moghul's royal firman as amply as they ever enjoyed them without any molestation form any of the government's officers, either to their own trade or any under their protection.

ARTICLE 7.

This contract and agreement is not intended in any shape to prejudice the immunities nor indulgences granted by the Moghul to any other Europeans, nor to prejudice the Mahrattas in whatever contracts or agreements are in force between them and the government of Surat, but that Faris Khan shall be obliged to pay them their stipulated one-third of the revenues of Surat, as has been done for some years past. Counterpart of this engagement is signed, sealed, and exchanged the day above mentioned between the contracting parties, the Honourable Richard Bourchier, Esq., and Faris Khan.

Ratified and exchanged on the 12th March 1758.

No. VII.

TREATY between the HONOURABLE EAST INDIA COMPANY and MEAH ATCHUND of SURAT, dated the 4th MARCH 1759.

ARTICLES of AGREEMENT made with MEAH ATCHUND at SURAT under date the 4th March 1759.

Agreeably to your desire, I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows :-

> Wrote by the Nawab over each Article

ARTICLE 1.

That Faris Khan shall be appointed to the office of Naib in its greatest extent, as in the time of Sufdar Khan, and mobody but himself shall interfere in the said post

ARTICLE 1.

Ist.—Agreeably to this Article, I fully consent to Faris Khan's appointment.

LAPSED STATES-NO. VII-1759.

ARTICLE 2.

That whatever Articles Faris Khan has given in writing or promised to the Honourable Company (the particulars of which cannot be drawn out at present, and must be deferred till we can meet), shall be fully complied with without the least diminution.

ARTICLE 3.

That the Mecha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

ARTICLE 4.

The above Articles a person in your behalf demanded, all which I agree to and will comply with; and the government shall be continued to me in full authority; and to the above I have put my own seal, and Meer Cootb-oo-deen will sign and seal the same, after which you must send a counterpart of this writing, with the Honourable Company's seal affixed.

ARTICLE 2.

2nd.—Whatever Faris Khan has wrote or promised to do for the Honourable Company, I will stand to without the least alteration.

ARTICLE 3.

The Mecha gate shall be opened, your troops admitted, and joined by mine to drive out the enemy.

ARTICLE 4.

Agreed to, and that we shall act jointly in turning our enemies out of the town.

Wrote by Cootb-oo-deen.

Whatever the Honourable Company have demanded, I agree to.

COOTB-00-DEEN'S SEAL.

A counterpart of the above articles was sealed with the Honourable Company's seal, and sent to Atchund, the 4th of March 1759.

PERWANNARS granted in 1759, relating to the CASTLE and TANKA at SURAT.

Be peace and happiness with the renowned Mr. John Spencer, Captain of the Factory in the city of Surat. By the hands of your vakeel, your present and arzee (or request) have been received, and the purport and particulars thereof are understood, and your arzee (or request) to His Majesty has been delivered. The pains you have taken, and the success you have met with in keeping open the door of Mecha, and delivering our subjects from oppression, we are pleased and satisfied with. As to the firman for the government of the castle, and Sunnud for the fleet, which are requested in the name of the English Company, I

LAPSED STATES-NO. VII-1759.

have given your vakeel an answer, who will particularly advise you thereof. Let the peshcush on this account be quickly remitted, that it may be presented to His Majesty, and your request thereby granted. In the meantime it behaves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

A REPRESENTATION made to the MOGHUL by MR. JOHN SPENCER, in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY.

That by virtue of royal firmans of Your Majesty's predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner, till in these days that the Scidy, usurping an undue authority in the town. used it to the ruin of the city in general, the lives and properties of Your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of Your Majesty's firman; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree that the just orders of Your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tanka, the Seidy was to protect the bar, yet, so far was he from doing that, that for many months past a large flect of Sancrajee Punt's, Ballajee Rao's Naib, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Scidy's interfering therein; and there was the greatest reason to believe that. unless some speedy and vigorous measures had soon been pursued, Your Majesty's famous city of Surat, the only port of good Mussulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with ; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that at an immense expense he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity of artillery and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to Your Majesty's orders in the place; and Your Majesty's authority, by all ways in our power, will be preserved in the place as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for Your Majesty, and to preserve the bar and sea open against all opposers on your behalf; for we shall not apply the Tanka you have

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LAPSED STATES-NO. VII-1759.

granted for this purpose to others, as has hitherto been the case; and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for Your Majesty's favour in behalf of the Honourable English Company, for whose good services on this occasion I must refer Your Majesty to the representation of the inhabitants of the place.

N.B.—There accompanied this a letter to the Vizier, much to the same purpose, requesting his countenance. Letters went also in the name of the Governor of Bombay on this occasion, to the king and vizier, referring in general to the above; and the whole was attended with a representation of the town in general on our behall, under the seals of the Nawab Naib Codjee, the head Soiads and officers, and the heads of the merchants in general.

PERWANNAH under the Vizier's SEAL, for Sciad Moynadeen Khan to act as Goveenor of Surat.

By the advices received here from Surat it has been made known to His Majesty that you, with the consent and at the desire of the inhabitants, are arrived there, and that afterwards the Honourable Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Scidy Ahmed, who had possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease, and the inhabitants satisfied; therefore it behoves you to act as may be most conducive to the good of the city and His Majesty's affairs, that every body may follow their calling without fear, and the city flourish. Let this be implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HOORUM (or order) under the VIZIER'S SEAL, to MR. SPENCER, to assist and advise with SCIAD MOYNADEEN KHAN in the GOVERNMENT of SURAT.

Be it known unto the Honourable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Sciad Moynadeen Khan Bahadoor came into the place, and that afterwards you with the renowned Faris Khan came, and turning out Seidy Ahmed from the king's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave case and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behaves you to advise with and in conjunction with the above renowned so to carry on matters as may be most conducive to the good of the place and the honour of His Majesty, by assisting one another. Let this be done.

On the 2nd of Shabun, in the sixth year of the reign of His present Majesty.

HOOKUM under the VIZIER'S SEAL, to the SUBJECTS and INHABITANTS of SUBAT, to acknowledge and assist SCIAD MOYNADEEN KHAN as GOVERNOE of SURAT.

Be it known unto all the principal Sciads, Shaiks, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, this His Majesty is made acquainted, by advices from thence, that by your consent and at your desire the brave and renowned Sciad Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan came and turned out Scidy Ahmed, who possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease and the inhabitants satisfied : therefore it behoves you in all respects to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HUSBULHOOKUM under the GREAT SEAL of the NABOB VIZIER UL MAMULIR NIZAM-UL-MULCE BAHADOOR.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shown in His Majesty's service for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter, expressing their satisfaction therewith, has also been shown, with which His Majesty is well satisfied and praises you; therefore upon this account, he has been pleased to order this Husbulhookum to be sent you, that you may take care of His Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The firman for the government of the castle and perwannah for the fleet, being given in charge to the English Company, shall be sent you from court.

On the 1st of the month of Zickad, and the sixth year of the reign of His present Majesty, the 24th of June 1759.

N.B.—The Husbalhookum to the Governor is in the same words as the above, only that to the epitheis " high and renowned " are added " brave and courageous".

PERWANNAH under the Coochuck (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

The arzee of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shown for the good of the inhabitants of Surat and His Majesty's service have been in a particular manner made known to him, with which he is well pleased and praises you for. It now behaves you, with

a satisfied mind, particularly to look to the peace of the inhabitants and the preservation of His Majesty's castle, and to take care that the trade of the seas is kept open and safe; that the Hadjees, or pilgrims, and merchants, meet with no trouble and impediment, and that the ships, to and from the renowned and other ports, may be safe from any fear of violation from rovers and pirates. The firman for the government, and perwannah for the fleets, being given in charge to the English Company, shall be sent you from Court.

No dale.

PERWANNAH under the Coochuck (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

High and renowned, the tohod, or sums usually remitted from Surat, are now much wanted at court, and His Majesty is pressing for them. As yet what money the renowned Moynadeen Khan may have sent is not received, therefore perwannahs have been wrote to hasten him in that respect; but it likewise behoves you to press him on this head, and procure the remittance of the tohod by bills is soon as possible. Look upon this as absolitely necessary.

FIRMAN under the GREAT MOGHUL'S SEAL, and under-sealed by the VIZIER, for the HONOURABLE COMPANY'S holding the GOVERNMENT of the CASTLE OF SURAT.

Let the renowned among the people, the English Company, hope for His Majesty's favour; and be it known unto them that in these happy and victorious times His Majesty has been pleased, out of his great grace and favour, to grant unto them the Killedaree, or Government of the castle of Surat, on its being taken from Mauphez Ahmed Khan: it therefore is requisite that they should be very grateful for this His Majesty's favour, and look particularly to the welfare of the castle, keeping proper order and discipline among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by His Majesty.

Given on the 11th day of Maharim, and in the sixth year of His Majesty's reign, or 4th of September 1759.

At the back of the firman is the Grand Vizier's Seal, and all his titles written at length.

DUSTUCK (or order) under the KHAN SUMAUN'S (or Steward's) SEAL, for the HON-OURABLE COMPANY'S holding the King's Fleet.

The dustuk, in the name of the noble and renowned English Company, is as follows :--By His Majesty's Husbulhookum, the office of daroga of the great fleet belonging to the Bunder of Surat; vacant by the dismission of Seidy Yacood Khan, is now delivered into your charge; therefore it behoves you to execute the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 2nd day of Maharim, in the sixth year of His Majesty's reign, the 26th of August 1759.

At the back of this is the seal of Zeehal Doulat Fidaudin Khan Bahadoor, who is Khan Sumaun, or Steward to His Majesty, whose prerogative it is to grant this order.

AN ORDER, under the Vizier's SEAL, to SCIAD MOYNADEEN KHAN, GOVERNOE OF SURAT, regarding the payment of the TANKA, on account of the Fleet, to the HONOURABLE COMPANY, etc.

To the brave, noble, renowned, and careful Sciad Moynadeen Khan Bahadoor, on whom is His Majestv's favour : The Vakeel of the English Company having represented that as the daroga, or post of the great fleet belonging to the Bunder of Surat, under the Soubah of Ahmedabad, on the dismission of Scidy Yacood Khan, Killedar of Dunde Rajapore, from the said post, had been granted his constituents, he hoped that a perwannah, or order for the tanka, on account of the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzeb), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Seidy Yacood Khan, and that in the twenty-third year of the reign of Mahmud Shah he procured an order on Tegbeg Khan, then Governor, for the annual payment of two lakhs according to custom, besides what was sent to court. Now in these days, the office of daroga of this fleet, on the dismission of Scidy Yacood Khan, has been granted to the said Company, as has been usual under the Dustuck or order of the Khan Sumaun (or Steward), and dated the 2nd of Maharim, and sixth year of the present reign; therefore I now write you that you may pay unto them, account charges for the forces of the fleet, the usual tanka of two lakhs every year, agreeable to the hereafter order, among the other charges, exclusive of what is sent to court ; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharim, and sixth year of the reign of His present Majesty or 18th of September 1759.

On the back of this perwannah is the Vizier's seal, and the zimra, or certificate, from the several officers and registers at court, setting forth as is above related in the perwannah, and that the Wizier had given orders for registering the arzee: and orders given thereon.

AN HUSBULHOOKUM, under the SEAL of the NAWAB VIZIER-UL-MAMULIK BAHA-DOOR to the ENGLISH COMPANY accompanying the Firman.

May His Majesty's favour ever remain upon the brave and noble English Company. It has pleased His Majesty to grant unto you the office of Killedar