

ARTICLE 3.

ADEN.

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

No. LXXXVII.
Abdalees
(*Lahej*).

ARTICLE 4.

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

ARTICLE 5.

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

ARTICLE 6.

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

ARTICLE 7.

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

ARTICLE 8.

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

ARTICLE 9.

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

ADEN.

ARTICLE 10.

Nos. LXXVII
& LXXVIII.*Abdalees*
(*Lahej*).

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

This Treaty is concluded on the 11th day of Shar Mohurram Haram Ashoor, in the year of the Hegira 1258, 11th February 1843.

Seal.

Seal.

(Signed) S. B. HAINES, *Captain, I. N., &c.,*
Political Agent, Aden.

No. LXXVIII.

The following further Bond was entered into by the SULTAN of LAHEJ on the 20th February 1844, previous to the renewal by government of payment of his monthly stipend of five hundred and forty-one German crowns, which had been stopped in consequence of his having broken his former engagements.

ARTICLE 1.

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

ARTICLE 2.

I hereby solemnly attest the religious sincerity thereof, and moreover declare that in all things relating to the peace, progress, and prosperity of Aden, I will use every effort to avert calamity, and lend my utmost

aid to support the interests of the British flag ; and I will conform in all intention and purpose to the Articles specified in my late Bond dated 11th February 1843. ADEN.
No. LXXVIII.

ARTICLE 3.

Abdalees
(Lahej).

I further bind myself by oath, that should any breach of faith, or trespass on the aforesaid Bond, either as concerning myself, children, Chiefs, or any other person or persons of my tribe, or those in my pay, or any individual whomsoever in any way or by any means connected with my government or under my jurisdiction, or should one or any of the aforesaid persons be in any manner convicted of having been privy to or accessory to such breach of faith, or trespass on the Treaty, or of committing any act of plunder whatever on the roads leading into Aden from the interior, to take the whole responsibility on myself and to be answerable to the British ; and if I or other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, I freely and solemnly swear to relinquish all claim to the salary granted by the Right Honourable the Governor General of India and declare myself perjured before all men.

ARTICLE 4.

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

Dated the 20th February 1844.

Seal
of the
Sultan.

(Signed) SULTAN M. HOUSSAIN FUDTHEL.

,, S. B. HAINES, *Captain, I. N.,*
and Political Agent at Aden.

ADEN.

No. LXXIX.

No. LXXIX. To secure commercial advantages with friendly intercourse, good will, and a lasting peace to both powers, this Treaty is made, agreed to, sealed and signed by those possessing full power and authority, viz., SULTAN ALI IBN M. HOUSSAIN FUDTHEL, for himself, his heirs and successors, also for the Azzabee and Sala-mee tribes, and all other tribes and divisions of tribes under his government, authority, or control, and STAFFORD BETTESWORTH HAINES, Esq., Captain in the Indian Navy, and Political Agent, Aden, being invested with full power so to do from the Right Honourable the Governor General of India, but it must be subject to the final ratification of the Government of India.

Abdalees
(*Lahej*).

Inasmuch as peace and commercial intercourse and prosperity is good and desirable among all nations, and particularly advantageous to the powers above named, the Sultan Ali M. Houssain Fudthel of Lahej, in the name of himself, heirs, successors, and all tribes under his government, control, and authority, and Captain Stafford Bettesworth Haines, on the part of the Right Honourable the Governor General of India, make this agreement, that between the two governments shall exist a firm and lasting friendship which shall never be broken, and both parties agree to and ratify, under seal and signature, the following Articles :—

ARTICLE 1.

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

ARTICLE 2.

Sultan Ali M. Houssain Fudthel engages to permit British subjects and all inhabitants of Aden to visit Lahej or any part of his territory, for either commercial purposes or pleasure excursions ; he will ensure them protection, and full toleration of religion, with the exception of burning the dead.

ARTICLE 3.

ADEN.

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

No. LXXIX.

Abdalees
(*Lahej*).

ARTICLE 4.

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

ARTICLE 5.

The bridge of Khore Muksa, and the plain between it and the Mountains of Aden forming the Isthmus, is British property, and no farther north.

ARTICLE 6.

Sultan Ali M'Houssain Fudthel binds himself to keep the roads leading to Aden clear of plundering parties, and to protect all merchandize passing through his territory, punishing, if in his power, all who plunder, molest, or injure others.

ARTICLE 7.

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

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

Wheat	...	...	2 per cent. upon inland value.
Jowari	...	...	2 " " "
Flour	...	...	2 " " "
Ghee	...	...	2 " " "
Grass and fruits of all kinds	...	...	2 " " "
Honey	...	...	2 " " "
Fooah	...	...	2 " " "
Dholl	...	...	2 " " "

ADEN.	Senna	...	...	2	per cent. upon inland value.
No. LXXIX.	Gums, Frankincense, &c.	...	...	2	„ „ „
Abdalees	Worruss	...	...	2	„ „ „
(Lahej).	Coffee	...	...	2	„ „ „
	Khaut	...	...	2	„ „ „
	Vegetables	...	} Free of duty, being the growth of the Abdalee territory,		
	Wood	...			
	Grass and kirby	...			

and 2 per cent. upon all articles not enumerated.

Articles passing out from Aden into his territory,—

Outub Cotton	...	...	...	2	per cent.
Snuff	...	...	...	2	„
Pepper	...	...	...	2	„
White and cotton cloths	...	...	...	2	„
Iron lead	...	...	...	2	„
Hookahs	...	...	...	2	„
Dates	...	...	...	2	„

and 2 per cent. on all articles not enumerated above.

ARTICLE 8.

Sultan Ali M. Houssain Fudthel binds himself to encourage the growth of all kinds of European and Native vegetables for the Aden market.

ARTICLE 9.

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

ARTICLE 10.

Sultan Ali M. Houssain Fudthel further binds himself by oath, that should any breach of faith, or trespass on the aforesaid Bond, either as concerning himself, children, relatives, Chiefs, or any other person or

No. LXXIX A.

ADEN,
LAHEJ.

TERMS of Convention entered into between SULTAN FADHIL bin MAHSIN ABDULLA, on the one hand, and LIEUTENANT-COLONEL W. L. MEREWETHER, on the part of Her Majesty's Indian Government, on the other, this 7th day of March 1867, in regard to an aqueduct to be made between Sheik Othman and Aden, and, if necessary, from a more distant point, for the purpose of supplying the Garrison and Town of Aden with a sufficiency of fresh water.

No. LXXIX A.

ARTICLE 1.

THE work of the aqueduct to be entirely carried out by the British Government, and in the first instance everything to make the scheme complete, including camels for the Persian wheels, to be given by the British Government.

ARTICLE 2.

When the aqueduct has been finished and it has been put into complete working order, its future maintenance to rest with the Sultan of Lahej, cost of repairs and renewal of stock being paid for by him out of his share of the profits realized by sale of the water.

ARTICLE 3.

The works at Sheik Othman or at Dhurub, if the aqueduct is extended to the latter place, as well as the whole line of aqueduct from those places to Aden, to be watched and protected by the Sultan of Lahej.

ARTICLE 4.

The remains of the old aqueduct to be given free for use in the construction of the new work. In return for the use of the water and what he binds himself to perform, the Sultan of Lahej to receive half of the amount* realized by the sale of the water in Aden; account to be rendered and amount to be paid over monthly.

* Sale price, 1 rupee per 100
gallons.

ARTICLE 5.

Repairs, when necessary, to be executed through the Resident, who will then, before payment of monthly profits to the Sultan of Lahej, deduct the whole, or a portion, of the cost thereof, as he deems right.

ADEN,
LAHEJ.

No. LXXIXA.

ARTICLE 6.

A good road, 45 feet broad, clear and level, to be made by the Sultan of Lahej out of the profits from the Khore Muksa to Sheik Othman and on to Dhurub if the aqueduct be extended there. The road may be made under the direction of the Resident, who will recover the cost in the same manner as for repairs.

ARTICLE 7.

The British Government to make a similar road from the Khore Muksa into Aden.

ARTICLE 8.

The above to be binding on Sultan Fadhil bin Mahsin Abdulla, Sultan of Lahej, and his successors.

(Sd.) FADHIL bin MAHSIN,
Sultan of Lahej.

„ W. L. MEREWETHER, *Lieut.-Col.,*
Resident, Aden.

persons of his tribe, or those in authority under him, or in his pay, or by any means connected with this government, or under his jurisdiction, or should one or any one of the aforesaid persons be in any manner convicted of having been privy to or accessory to such breach of faith, or trespass on the Treaty, or of committing any act of plunder on the roads leading to Aden through his territory, to take the whole responsibility on himself and to be answerable to the British Government. Further, if he, or any other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, and for any breach of the above Articles, he freely and solemnly swears to relinquish all claims to the salary (hereafter mentioned) granted by the Right Honourable the Governor General of India and declares himself a perjured man.

ADEN.
No. LXXIX.
Abdalees
(*Lahej*).

ARTICLE 11.

Stafford Battersworth Haines, Captain in the Indian Navy, and Political Agent at Aden, being duly authorized, does hereby solemnly promise, in the name of the Right Honourable the Governor General of India, to pay to Sultan Ali M. Houssain Fudthel, his heirs and successors, the sum of five hundred and forty-one German crowns per month, so long as he or they continue to act with sincerity, truth, and friendship towards the British, and in every respect strictly adhering to the terms of this Treaty.

This Treaty is concluded and agreed to this seventh day of March, in the year of our Lord one thousand eight hundred and forty-nine.

In witness whereof we have set our seal and signature.

Seal.

(Signed) S. B. HAINES, *Captain, I. N.,*
Political Agent.

Ratified by the Most Noble the Governor General of India on the 30th October 1849.

(Signed) H. M. ELLIOT,
Secy. to the Govt. of India,
with the Govr. Genl.

ADEN.

No. LXXX.

No. LXXX.

TRANSLATION of a Bond from SULTAN AHMED BIN ABDOOLLA FOODHELEE.

Foodhelees.

Sultan Ahmed bin Abdoolla Foodhelee, his brothers Saleh, Nasir, and Fudl, and his cousins, do hereby agree, that they enter into an agreement with their tribe, and those dependent upon them and those upon the latter, as before arranged with Commander Haines, who agrees to pay to these people the stipend which they used to receive from Sultan M. Houssain Fudl Abdalee. The agreement which has passed between them (the Sultan and Commander Haines) is, that whatever belongs to the Sultans of Abdalee, former and succeeding, and to those of Foodhelee, former and succeeding, shall be theirs; that the Abdalee shall be responsible, as stipulated, for all injuries or outrages perpetrated in Lahej, its vicinity, or within its limits, or in Aden, its roads, or its limits; and the above Sultan Ahmed, for all acts of excess on the part of any of the Foodhelee, their clans, or those dependent upon them. In case Sultan Ahmed afford any assistance to any other Sultan or tribe, this agreement shall be null and void. Our (Sultan Ahmed's) hand and Sultan M. Houssain's hand is one and the same. Our friends and his friends are identical. If any of the above tribe commit any plunder or depredation on the roads or in Lahej, the Bond that we possess shall be null, until we shall recover and restore the plundered property. Should any assault or murder be committed in Lahej or Aden, or on their roads, and should the act be brought home to any of the Foodhelee or their tribe, he shall be seized and is to be considered an offender. This Bond is always binding, and shall never become a dead letter. We shall draw the settled stipend every six months, and whenever there shall be any pressure of necessity, Government shall pay us a part (intermediately). The payment is to commence from the month of Zilkad Hegira 1254 (January, February 1839). Whatever is fixed for the above people shall be received by them through us or Sultan M. Houssain or his children. These are the stipulations agreed to by Sultan Ahmed Foodhelee, and which are mediated by Salim bin Sheikh and Syud bin Sulah, who are the Vakeels of Sultan Ahmed. This agreement is consented to on Monday, the 26th day of Rubbee-ool-Akhir Hegira 1255 (8th July 1839). The half-yearly allowance which we

shall receive from government is 182 $\frac{1}{4}$ Cooroosh, half of which is 91 $\frac{1}{8}$. ADEN.
 The provisions which the above people are accustomed to receive must Nos. LXXX
 be given to them at Lahej through the Sultan or his children. & LXXXI.

(Signed) SULTAN AHMED BIN.
 ABDOOL BIN AHMED FOODHELEE.
Foodhelees.

Witnesses :

MOOLLA JAFFER, *Vakeel of Commander Haines.*

ALI BIN ABDOOLLA AHMED.

SALIM BIN NASIR, *Arab.*

CAZEE ABDOOL RUZAK BIN ALI.

No. LXXXI.

Seal of Ahmed
 bin Abdoola, the
 Foodhelee.

An honourable Bond and a great writing !

I, whose name and seal are set herein, have covenanted to the beloved Alowi bin Zain Alaidroos upon peace and friendship between us and the Governor, William Coghlan Sahib, the ruler of Aden, and also upon the safety of the road and security of the poor from Lahej to Aden. I am responsible for every sedition that may take place on the road on the part of all the Foodhelee tribes, either inhabitants of the hills or coast. I am answerable for it for all what goes to them on the roads of Ibian and Aden. Whatever plunder may take place upon our subjects on the coast, I will call upon Syud Alowi, and the Governor of Aden has the interposition.

If God should decree a quarrel between the Foodhelee and the Abdalees, each would know his own friend, and the English should not interfere amongst Arabs. Each would go on according to his rule and covenant, and if any one should try to make mischief betwixt us (Foodhelee and English), the saying of such enemies must not be listened to.

ADEN.
 Nos. LXXXI
 & LXXXII.
 Akra-bees.

The Governor of Aden should abolish the invention which they have established at the gate of Aden upon the poor of our subjects and others; for the sake of the good condition of the needy, we and the English are friends upon sincerity and good will between them and us, and protection for our said friends (subjects).

I have covenanted to the beloved Alowi and he will covenant on my behalf to the Governor, William Coghlan.

In the presence of

SALEH BIN ABDOOLLA.

NASIR BIN ABDOOLLA.

FOODHEL BIN ABDOOLLA.

ALI BIN AHMED AZAB.

No. LXXXII.

ENGAGEMENT of peace and friendship entered into, on the 4th February 1839, by SULTAN HYDRA BIN MEHDI, of the Akra-bees, and SHEIKH ABDOOL KUREEM BIN SALLAH MEHDI, SHEIKH FUDTHEL BIN HYDRA BIN AHMED, of Sela, Akra-bee Chiefs, with Commander Haines, of the Indian Navy, on behalf of the Honourable East India Company.

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

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

In witness of the agreement, in the presence of God.

Dated Aden, the 4th February 1839.

(Signed) SULTAN HYDRA BIN MEHDI.

Witnesses :

(Signed) SYUD ALOOE.

„ RASHED ABDOOLLA.

„ JAFFER BIN MOOLLA ABOOL.

„ S. B. HAINES.

No. LXXXIII.

ADEN.

Praise be to God, who is worthy of Praise !

No. LXXXIII.

Akrabees.

Attestation and agreement from the Sheikh Abdoolla Bahaidarah Mehdi and all the elders of the Akrabees whose names are set below : we have covenanted with His Excellency the Governor, William Coghlan Sahib, ruler of Aden, upon everlasting sincerity and the repelling of sedition in their (own) limits, and upon purity of friendship. We will do all in our power (agreeably to friendship) to protect (the interest) the English government and its subjects, and if any of the English wish to come out to Bir Ahmed for recreation, they must inform us, and upon us rests the (their) perfect reverence and protection ; any want the Governor may require, we are (his) soldiers day or night. Our country and our property are in the service of the British Government, and may our Lord continue the friendship. Ultimately we have covenanted according to what we have explained above, and we beg God to confirm us in the fulfilment of the faithful covenants.

This is done on the 18th of Shaban 1273, 12th April 1857.

(Signed)	ABDOOLLA BAH AidARAH MEHDI.
„	SALEH BAH AidARAH MEHDI.
„	ABD AL KUREEM SILAH MEHDI.
„	HADJ OBAID ALI YEHIA.
„	ALI BIN AHMED ALI.

Witnessed by

SYUD MAHOMED BIN ZAIN ALLAI DROOS.

SYUD AIDROOS BIN ZAIN ALAI DROOS.

SHEIKH ALI IM AHMED BAABDALLAH AZAB.

In presence of

(Signed) ALLOWI IM ZAIN ALAI DROOS.

ADEN.

No. LXXXIV.

Akrabees.

No. LXXXIV.

Praise be to God alone !

The object of writing this lawful Bond is, that it is hereby covenanted and agreed betwixt Sheikh Abdoolla Bahaidarah Mehdi, Chief of the Akrabee tribe, on the one part, and Brigadier William Marcus Coghlan, Governor of Aden, on behalf of Her Majesty the Queen of England, on the other part, that the said Sheikh Abdoolla Bahaidarah Mehdi doth pledge himself, his heirs and successors, by this agreement never to sell, mortgage, or give for occupation, save to the British Government, any portion of the Peninsula called Jibbel Ihsau, including the Khore of Bir Ahmed, Alghadeer, Bundar, Fogum, and all the intermediate coast and inlets.

In consideration of which act of friendship, the said Sheikh Abdoolla Bahaidarah Mehdi has received from Brigadier William Marcus Coghlan, Governor of Aden, an immediate payment of three thousand (3,000) dollars, and shall also receive from the said Brigadier Coghlan or his successors a future monthly subsidy of thirty (30) dollars, it being understood that this stipend imposes an obligation on the part of Sheikh Abdoollah Bahaidarah Mehdi, his heirs and successors, to protect all traders and British subjects who pass through or reside in the Akrabee territory, and also for preserving terms of peace and friendship betwixt the Akrabee tribe and the Governor of Aden, representing the Government of Her Majesty the Queen of England.

In token of this honourable engagement, the Brigadier William Marcus Coghlan and Sheikh Abdoolla Bahaidarah Mehdi do severally affix their hand and seal at Aden on Friday, the twenty-third day of January, in the year of Christ one thousand eight hundred and sixty-three, corresponding with the third day of Shaban in the year of the Hegira one thousand two hundred and seventy-nine.

(Signed) ABDOOLLA BAHDAIDARAH MEHDI,
 „ W. M. COGHLAN, *Brigadier,*
Political Resident, Aden.

In presence of

(Signed) MAHOMED BAHDAIDARAH.
 „ ALLOWI BIN ZAIN ALAIDROOS.
 „ AIDROOS BIN ZAIN.
 „ H. RASSAM,
Assistant Political Resident, Aden.

No. LXXXV.

ADEN.

In the name of the Most Merciful God, and Him we implore.

No. LXXXV.

Oulakees.

The reason of writing this Bond is, that influenced by motives of humanity and by a desire to conform to the principles on which the great English government is conducted, we lend a willing ear to the proposals of our sincere friend Brigadier W. M. Coghlan, Governor of Aden, that we shall covenant with him and with each other to abolish and prohibit the exportation of slaves from any part of Africa to any other place in Africa or Asia or elsewhere under our authority.

We whose names and seals are set to this Bond do therefore in the sight of God and of men solemnly proclaim our intentions to prohibit the exportation of slaves from Africa by every means in our power; we will export none ourselves, nor will we permit our subjects to do so, and any vessel found carrying slaves shall be seized and confiscated and the slaves shall be released.

Peace.

Signatures.

Witnessed by Syud
Mahomed bin Abder
Rahman el Tifferi.

Sultan Manasir bin Boo Bekr bin Mehdi,
the Oulaki, done at Hour, dated 14th
October 1855.

Sultan Aboo Bekr bin Abdoolla bin Mehdi
the Oulaki; same date and place.

Witnessed by Omar
bin Ahmed bin Syud
Ba-Shitioh.

Similar engagements entered into by Ali
Mahomed Zaid, elder of the Habr Ger-
hagis, tribe of Soomalees, at Mait; done
the 5th Suffer 1272, corresponding with
the 17th October 1855.

Hirsee Ali Mahomed, elder of the Habr
Gerhagis, tribe of Soomalees, at Mait;
done the 5th Suffer 1272, corresponding
with the 17th October 1855.

Mahmood Mahomed, elder of the Habr Taljala tribe, at Hais;
5th Suffer 1272, corresponding with 17th October 1855.

Aboo Bekr bin Mahomed, elder of the Habr Taljala tribe, at
Racooda; done the 5th Suffer 1272, corresponding with the 17th
October 1855.

- ADEN. Abdoo Omar, elder of the Habr Taljala tribe, at Unkor; done the 6th day of Suffer 1272, corresponding with the 18th October 1855.
- Nos. LXXXV & LXXXVI. Ali Ahmed, elder of the Habr Taljala tribe, at Unkor; done the 6th Suffer 1272, corresponding with the 18th October 1855.
- Petty Tribes.* Hassun Yousef, elder of the Habr Taljala tribe, at Kurrum; done the 6th day of Suffer 1272, corresponding with the 18th October 1855.
- Mahomed Leban, Chief of the Habr Taljala tribe, at Kurrum; done the 6th Suffer 1272, corresponding with the 18th October 1855.
- Yousef Othman, elder of the Habr Taljala tribe, at Ain Tarad; done the 7th Suffer 1272, corresponding with the 19th October 1855.
- Ahmed Aboo Bekr Mahomed Leban, elder of the Habr Taljala tribe, at Ain Tarad; done the 7th Suffer 1272, corresponding with 19th October 1855.

No. LXXXVI.

COPY of a TREATY of friendship and peace between the English and Hazzabee Tribe.

Bismillah Rehman Rehim Bemenet Alla!

This agreement is between the Hazzabees for peace. On the part of Sheikh Abdoola Hazzaab, Sheikh Hamed bin Abdoola Hazzeel Mukke Hazzabee, and Commander Haines, the English Agent, on the part of government. We are now friends, and promise peace and friendship, great and lasting friendship, and that our hearts and wishes are one.

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

In the presence of

(Signed) SYUD ALOOE BIN HYDOSS ALI BIN
BOOKEETER RASHID ABDOOLLA.

„ SHEIKH MAHOMED BIN ABDOOLLA
HUZZEEB MUKEE HAZZABEE.

15th ZILKADEH, }
31st January 1839. }

(Signed) S. B. HAINES.

TRANSLATION of a BOND entered into by Sultan Manch bin Sulam of the Hooshabee, and his son Sulam bin Manch, of the Hooshabee.

Sultan Manch bin Sulam of the Hooshabee, and his son Sulam bin Manch, of the Hooshabee, declare of their own accord that they enter into an agreement with all those under them, belonging to Hooshabee, their

clans, and all those dependent upon them, the Chief of M. Haroorooluwa-jeer, and the whole Hooshabee, as before arranged with Commander Haines, Governor of Aden, who sincerely agrees to pay the allowances received by them from Sultan M. Houssain Fudl Abdalee. What has been arranged between them (Commander Haines and the Sultan) is that whatever belongs to the Sultans of Abdalee, former and succeeding, and to those of the Hooshabee, former and succeeding, shall be theirs respectively.

The Abdalee shall be responsible, as is agreed upon, for all outrages committed in Lahej, its neighbourhood, or within its limits, or in Aden, its roads, or within its boundaries, and Maneh bin Sulam for those perpetrated by the Hooshabee, their clans, or those subject to them. In case Maneh render any assistance to any other Sultan or tribe, this Bond is to be considered null and void. Our (Sultan Maneh's) hand is the same as that of Sultan M. Houssain Fudl, and our friend is identical with Sultan M. Houssain. In the event of any plunder by any of the above tribes on the roads or in Lahej, the Bond which we have shall be considered null until we make restitution of whatever may be carried away. Should any one commit an assault or murder in Lahej or Aden, or on the roads, and should such person be proved to be one of the Hooshabee or of their clans, he shall be seized and considered an offender. This Bond is binding and lasting. We shall receive our allowance from government every six months, or a part, if necessary, after two months. This is to commence from the month of Zilkad Hegira 1254 (January, February 1839). The above people shall receive the allowance fixed for them through us, or the Sultan (M. Houssain), or his children. These are the stipulations agreed upon by Sultan Maneh bin Sulam and Sulam bin Maneh, and which are mediated by Abee M. Houssain bin Wugees bin Kassim Suffeean, who is Vakeel of the Hooshabee. These points are agreed to on Friday, the 2nd Rubec-oo-sanee, Hegira 1255 (14th June 1839). The allowance fixed for the Hooshabee is 628 Cooroosh Fransa per annum, half of which is 314 Cooroosh.

Witnesses :

M. HOUSSAIN WUGEES SUFFEEAN JAFFER, *Translator.*

KAZEE ABDOL RUZAK BIN ALI.

ALI BIN ABDOLLA ALI.

ADN.

No. LXXXVI.

Petty Tribes.

ADEN.

No. LXXXVII.

No. LXXXVII ENGAGEMENT of friendship and peace entered into, on the 12th February 1839, by SHEIKH ABSEL BIN HYDEE BIN AHMED MUSAIDEE, of a district of the Yaffaees, and the accredited Agent from the ancient Chieftain SULTAN ALI GHALIB, of the Yaffaees, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Petty Tribes.

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

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

Dated Aden, the 21st February 1839.

(Signed) SHEIKH HASIL BIN HADEE BIN AHMED.

Witness :

(Signed) ALI ABDOOLLA SYUD ALOOE.

LITERAL TRANSLATION of a Treaty concluded by SULTAN ALI GHALIB and his son AHMED BIN ALI GHALIB, of the tribe of Yafface al Efefee.

In the name of God, the merciful, the element !

We faithfully agree, on the part of ourselves and those who are subordinate to them, those of the tribe of Yafface and those who are dependent on them, and of the tribe of Murecdea and Saycedeh and those dependent on them, and for Commander Haines, Governor of Aden, for all and every belonging to them, on Sultan Moohsum Fuzil Obaid Ali, Commander Haines, Governor of Aden, and representative of the Company, and in the manner that went, the Sultan Obaid Ali, past and future, and those of the tribe who are gone and are coming, that they shall possess their own property, and that whatever they have shall be theirs, and whatever loss is occasioned to them in Lahoj or

round about it, or in its environs, or in Aden, or on the road of Aden, are included in the same Treaty concluded by Obaid Ali, and if any injury is occasioned by the tribe of Yaffaee or by its dependants Ali Ghalib shall be responsible, and if at any time Ali Ghalib will render assistance to any one of the Sultans, or any one of the other tribes, the Treaty confirmed by God will be violated between us and him, and our hand and the hand of Sultan Moohsum shall be as one, and our friends and the friends of the Sultan shall be the same. If any of the above shall be plundered on the road of Lahej, the Treaty will be infringed; and if any thing which we have is broken or taken away, and if any one makes war in Lahej, or kills any one in Lahej, or in Aden, or on the road of Aden, and it shall be known that that man is of the tribe of Yaffaee or one of its dependants, he (Sultan Ali Ghalib) will be responsible. This Treaty of God which we have will never become old, but be always held to be new. We shall take what is agreed upon every six months, commencing the 1st Zilkad 1254 Hegira (18th January 1839), and what is agreed upon will be taken by us, or by the Sultan, or by his son. This is what has been agreed upon and settled by Sultan Ali Ghalib and his son Ahmed bin Ali Ghalib, and has been agreed to by their representatives Hasil bin Ahmed bin Hadee and Hyder bin Ahmed, who have been sent by them, and they are the representatives of Ali Ghalib, and this is concluded this 25th day of Rubbee-ool-awul 1255 Hegira (8th June 1839).

ADEN.
No. LXXXVII
Petty Tribes.

Witnesses :

- (Signed) SYED MAHOMED BIN ZEIN EIN BOOBUKURS.
 „ KAZEE ABDOOL RUZA BIN ALI SAAD BIN MUSWOOD.
 „ HASIL BIN AHMED BIN WADEE, *of the tribe of Mooredee,*
Vakeels of Ali Ghalib.
 „ MAHOMED ALI YEHIA.
 „ JAFFER MOONSHEE, *of the Company's Government.*
 „ HYDER BIN AHMED YAFFAEE, *Vakeel of Ali Ghalib.*
-

ADEN.

No. LXXXVIII.

No.
LXXXVIII.

ENGAGEMENT entered into, on the 19th February 1839, by SHEIKH MAHOMED SYUD MUSAIDEE, and SHEIKH Jwas ABDOOLLA, SHEIKH MAHOMED BIN AHMED, SHEIKH KOIEL, of the Musaidee territory of the Subeihees, and Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

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

Dated 19th February 1839.

Signed by the Chieftains.

Witnesses :

(Signed) ABDOOL RUSOOK, Cazee of Aden.

„ JAFFER BIN MOOLLA ABOOL.

ENGAGEMENT of peace and friendship entered into, on the 20th February 1839, by SHEIKH MAHOMED BIN ALI BUSALEE, of the Southern Sub-division of the Subeihee, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

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

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

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

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

Dated 20th February 1839.

ADEN.

Nos.

LXXXVIII,

LXXXIX

& XC.

Petty Tribes.

(Signed) SHEIKH MAHOMED BIN ALI BUSALEE.

Witnesses :

(Signed) SYUD ALOOE.

” ALI BIN ABDOOLLA.

” SHEIKH ARSEL MUSAIDEE.

(Signed) S. B. HAINES.

No. LXXXIX.

COPY of a Treaty between SYUD MAHOMED JAFFER BIN SYUD HYDROOS, Chief of Waheet and all under him, and Commander HAINES, Agent of Government.

We agree to lasting peace and friendship.

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

(Signed) SYUD MAHOMED JAFFER BIN SYUD HYDROOS.

Dated 2nd February 1839.

No. XC.

ENGAGEMENT entered into, on the 18th February 1839, between SHEIKH JWAS BIN SALLAAM EL ABBADDEE and his tribe with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

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

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

Dated 18th February 1839.

(Signed) JWAS BIN SALLAAM EL ABBADDEE.

Witness :

(Signed) SYUD ALOOE.

(Signed) S. B. HAINES.

ADEN.

No. XCI.

Nos. XCI & XCII. *Petty Tribes.* ENGAGEMENT of peace and friendship entered into, on the 18th February 1839, by SHEIKH MEHDI BIN ALI ZABAREE with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between us and our countries there shall be peace and friendship ; it shall be lasting ; our interest shall be one.

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

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

If robbery on the roads takes place, either by Sheikh Mehdi's tribe or any other within his district, he will be responsible.

Dated the 18th February 1839.

(Signed) SHEIKH MEHDI BIN ALI.

Witnesses :

(Signed) M. HOUSSAIN SHAH MONTEE.

„ SYUD ALOOE.

(Signed) S. B. HAINES.

No. XCII.

ENGAGEMENT entered into, on the 18th February 1839, by the SHEIKH of ZAIDEE, SHEIKH SALLAH AMMOIDEE, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

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

Dated 18th February 1839.

(Signed) SHEIKH SALLAH AMMOIDEE.

Witness :

(Signed) ABDOL RUSOOK, *Cazee.*

(Signed) S. B. HAINES.

No. XCIII.

ADEN.

ENGAGEMENT of friendship and peace entered into, on the 10th March 1839, by No. XCIII.
 AOUN BIN YOOSOOF SHERZEBEE, with CAPTAIN HAINES, of the Indian Navy, Petty Tribes.
 on behalf of the HONOURABLE EAST INDIA COMPANY.

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

Dated 10th March 1839.

(Signed) AOUN BIN YOOSOOF SHERZEBEE.

Witnesses :

(Signed) SYUD ALOOE BIN ZEIN BIN SUB-HYDROOS.

„ JAFFER HADEE SHEIKH OTHMAN.

(Signed) S. B. HAINES,

Political Agent.

SENNÄ.

From Playfair's History of Yemen and Papers in the Foreign Office.

ABOUT the beginning of the seventeenth century, the English obtained a Firman from the Governor of Mokha for the establishment of a factory, and permission to trade on payment of a duty on goods, not exceeding 3 per cent. This deed was confirmed by the Turkish Pasha of Yemen. About the same time the Dutch established a factory at Mokha, which was then the great depôt for the trade of Southern Arabia, and a century later a factory was also opened by the French. After the expulsion of the Turks in 1630, the whole of Yemen came under the government of the Imams of Senna; but at the time of Carsten Neibuhr's visit to Senna in 1763, the Native Arab tribes of the Provinces of Aden, Aboo Areesh, Tæz, and others had thrown off allegiance to the Imams. In 1799, when the British Government took measures to oppose the expected invasion of India by the French, and to revive the lost trade of the Red Sea, Dr. Pringle was deputed to Senna with presents from the Governor General, and obtained from the Imam Ali Munsoor orders to the Governors of Mokha, Hodeida, and Lohaia to give every facility to trade. Two years afterwards an effort was made by Sir Home Popham, who had been constituted Ambassador to the States of Arabia, to negotiate a commercial Treaty with Senna; but he was insulted by the Governor of Mokha, and the terms of the proposed Treaty were rejected by the Imam.

At the beginning of the present century, Imam Ali Munsoor suffered severely at the hands of the Wahabees, who overran and wrested from him some of the best districts of his dominions. In 1816, however, Mahomed Ali Pasha, after he had destroyed the Wahabee power, restored these districts to Ahmed, the son and successor of Imam Ali Munsoor, in consideration of an annual tribute of one hundred thousand dollars. Ahmed was succeeded in 1817 by his son Abdoolla, who was unable to retain the provinces which had been restored to his father.

In 1817, in consequence of a dispute in which an Arab had been temporarily detained at the factory at Mokha, the Residency was attacked and plundered, and a British Officer was dragged before the

Governor, by whom he was subjected to the most brutal insults. After some delay a British squadron was sent to demand satisfaction for this outrage. On 26th December 1820 the fort of Mokha was taken, and shortly afterwards a public apology was made for the insult offered to the British Government, and a Treaty (No. XCIV.) was signed by the Imam of Senna and his Council, defining the rights to be enjoyed by British subjects, and reducing the export duty on trade to $2\frac{1}{4}$ per cent. This Treaty was framed in the most slovenly and discreditable way, and it was afterwards discovered that serious discrepancies existed between the English version and the Arabic counterpart. The Imam refused to allow any modification. To preserve friendly relations, the British Government yielded every point, except one in the sixth Article. The clause in the English version of that Article, which stipulated that the servants of the factory should be amenable only to the jurisdiction of the Resident, was altogether omitted in the Arabic. The Imam was informed that all other points were conceded, but that if he attempted to seize or punish any person, of whatever nation, in the exclusive employment of the Resident, the Resident would withdraw, and such further measures would be adopted as might seem to the British Government to be expedient.

In 1840 a commercial Treaty was concluded with the Governor of Mokha by Captain Moorsby, similar to that concluded in the same year with the Chief of Zaila.* Shortly afterwards the British flag was cut down, and the duties levied from British subjects were raised to 9 per cent. As Mokha had by this time fallen under the government of the Sublime Porte, it was doubtful whether Sheriff Hossein had any right to conclude a Treaty as a principal. The British Government also objected to certain exclusive clauses in the Treaty, which were directed against the trade of other European nations. The dispute was amicably adjusted through Her Majesty's Ambassador at Constantinople.

Of late years the country of Senna has fallen into absolute anarchy. In 1832 Mokha and all the sea coast fell under the suzerainty of the Turks. It was afterwards recovered for a time, but again finally lost in 1848. Ali Munsoor, who succeeded his father as Imam of Senna in 1834, was deposed three years after. But he again succeeded to power in

* See below, Zaila.

SENNA. 1844, on the death of his uncle, only to be again deposed in 1845 by Mahomed Yehia, a distant relative of the family. Mahomed Yehia, in 1849, swore allegiance to the Porte, and agreed to hold Senna as a vassal of the Sultan, paying to him half the revenues and receiving a Turkish garrison in his capital. This so incensed the inhabitants, that they rose upon the Turks, massacred them, and reinstated Ali Munsoor, who ordered Mahomed Yehia to be put to death. Within a few months Imam Ali Munsoor fell into the hands of Ghalib, the son of Mahomed Yehia. The people of Senna, however, refused to acknowledge the authority of Ghalib, and elected a Governor from among their own body. For some time Ghalib lived a profligate drunkard in an obscure village a few miles from Senna, till 1858, when he was recalled and reinstated in the government with only nominal power. During the internal revolutions in Senna and the desultory warfare with the Turks, the Imams repeatedly endeavoured to enlist the aid and advice of the British Government in their cause. A rigid abstinence, however, was maintained from all interference in their affairs.

No. XCIV.

TREATY concluded with the Imam of Senna on 15th January 1821.

In explanation of the Articles which were settled between the Umeer Futtuh-oolla, the Agent for the Imam Mehdi, the Chief of Senna, the City of Sam, and between the Agent of the English Government, Agha Mr. Bruce Khan, in the year 1236, and from the birth of Jesus 1821 :—

English Version.

ARTICLE 1.

That the Resident shall have a guard of the same strength as is allowed at Bagdad, Bussorah, and

Translation of the Arabic Counterpart.

ARTICLE 1.

That the Resident (Vakeel) who may be stationed on the part of the English Government at the port of

Bushire, of thirty men, to support his respectability.

(Signed) WM. BRUCE,
Govt. Agent.

Mokha shall have with him (*lit.* there shall be with him) thirty Military from out of their army, like the Residents (Vakeels) at Busrah, Bagdad, and Ubooshuhur (Busheer.)

It is finished besides this.

Signed by six witnesses.

SENNA.
No. XCIV.

ARTICLE 2.

That the Resident shall be exempt from all compliances degrading to the character of the representative of the British Government; that he shall have full liberty to ride on horseback when and where he pleases; have free ingress and egress to all the gates of Mokha, amongst others of Sheikh Shadeley, from which Europeans have hitherto been excluded for some years past; and shall have all the same liberty and freedom they have at Bushire, Bussorah, Bagdad, and Muscat.

(Signed) WM. BRUCE,
Govt. Agent.

ARTICLE 2.

That the Resident (Vakeel) who may be stationed in the factory on the part of the British Government shall have (*lit.* there shall be to him) respect, attention, dignity, and character near the Governor; and those who are dependants of the British Government may ride on horse, &c., and they may ride in any other mode as they may feel inclined. He may go out of the cities and into the cities for pleasure, refreshing his spirits; and he may go out through the whole of the gates, especially out of the Shâdullee. He may go out mounted on horses, &c., and he may enter mounted, being independent in his own mind (meaning as he pleases). It is necessary that there shall not be any to hinder him, nor any person shall say a word to him; and to him (there shall be) respect as at the other ports, Bagdad, Busrah, Ubooshuhur, and the port of Muscat.

SENNA.

No. XCIV.

ARTICLE 3.

A piece of ground to be allotted for a cemetery; and none of those under the British Government and flag to be spoken to or insulted on account of their religion.

(Signed) WM. BRUCE,
Govt. Agent.

ARTICLE 4.

The Resident to have free permission to proceed to Senna and communicate with His Highness the Imam, whenever he may deem it necessary to do so; the Dola on these occasions furnishing a guard or escort if it should be deemed requisite.

(Signed) WM. BRUCE,
Govt. Agent.

ARTICLE 5.

That the anchorage duty of (400 G. C.) four hundred German crowns shall henceforth cease on British

It is finished besides this.

Signed by the six members of the Mokha Council.

ARTICLE 3.

The dead of the English, that the Almighty and Supreme God orders their souls to be snatched away, there shall be a place appointed and set apart for them that they may bury their dead in it; no one shall say to them, "the practice of your 'sect is such or such,' it is not good."

It is finished besides this.

Signed by the six members.

ARTICLE 4.

The Agent (Vakeel) of the English Government who is stationed at the port of Mokha, if it should please his mind to go out, he may go out to Senna to His Highness the Imam Mehdi for recreation of the mind. No one shall hinder him, and the Hakim of Mokha shall grant of his own army an escort for a safeguard on the road, and there is nothing contrary to him.

It is finished besides this.

Signed by the six members.

ARTICLE 5.

The merchant ships which are dependent on the English Government, there was a custom that they

ships, which has hitherto been levied on all merchant ships when they landed cargoes. Hereafter no duty on this account shall be paid, whether cargo is landed or not, the same as His Majesty's ships and the Honourable Company's vessels of war.

(Signed) WM. BRUCE,
Govt. Agent.

should pay 400 rials as anchorage duty; but from this day it ceases; there is nothing (leviable) on them; their situation is that of the government vessels and the King's ships. If its cargo should be brought on shore there is nothing (leviable) on them of the 400 rials. This affair was discussed and fixed without being referred to Senna, on the condition of the cessation of hostilities and the removal of the blockade of the port.

It is finished besides this.

Signed by the six members.

SENNA.
No. XCIV.

ARTICLE 6.

All subjects of the British Government trading to Mokha, and particularly the merchants of Surat, shall do so under the protection of the British flag, (if of the Islam faith, and wish to settle their disputes according to the Mahomedan Sharah, they shall be at liberty to do so, a person on the part of the Resident attending,) and all differences among themselves shall be decided by the Resident; in the event of any of the Imam's subjects being concerned in the dispute, by an Agent on the part of the Resident (or himself if he pleases) and the Governor conjointly; if the Imam's subject is wrong, the Governor shall punish him; if on the

VOL. VII.

ARTICLE 6.

That all merchants who are the dependants of the English Government, under their protection and under their flag, may transact their affairs (trade) at the Bunder of Mokha, especially the natives of Surat. If there be Mussulmen among them, and disputes should happen between them, and any of them may desire (to have) the law (Mussulman), no opposition is to be made to them (meaning to their wishes).

Whenever there may be (any dispute) between the people ("Jumaut") of Resident, and the subjects of Mokha, a person may come (be present) on the part of the Resident before the Hakim of

2 q

SENNA.

No. XCIV.

contrary, the Resident. Also that all the dependants of the factory of every denomination, from broker downwards, shall be wholly under the protection of the British flag and control of the Resident, who shall alone possess the power of punishing them and redressing all complaints against them.

This sixth Article has been expressly admitted by separate grant to Captain Bruce by His Highness the Imam.

(Signed) WM. BRUCE,
Govt. Agent.

Mokha, who will observe in what manner the wrong has been committed, and by whom. If the native of the country be in the wrong, the Hakim of Mokha is to punish him, but if the crime or wrong should have been committed by the English military ("Uskur"), then the Resident is to punish them.

This Article, the sixth, is one of the two which were referred to the Imam Mehdj for his consideration, and the Shurreef's answer having arrived, was (given into) the hands of Mr. Bruce, a copy being retained by the Umeer Futtch-oolla; and on receipt of the answer, there was an argument between Mr. Bruce and the Umeer Futtch-oolla, the (substance of) which is written above.

ARTICLE 7.

That the export duty on the British trade shall be hereafter $2\frac{1}{4}$ per cent., the same as the French, and not $3\frac{1}{2}$ as hitherto, and that the import duty shall be the same to the English and all their subjects, and no more shall be levied than $2\frac{1}{4}$ per cent. upon imports and exports.

This Article is expressly granted by separate Firman from His High-

ARTICLE 7.

In regard to duties on what is exported from the port of Mokha, two dollars and a quarter shall be paid on one hundred, as the French, who pay two dollars and a quarter on the hundred, and the imports into the port of Mokha shall be like that for the English government and for the English merchants.

This seventh Article is (one) of the two Articles which were referred

ness as a particular mark of his friendship to the British nation.

(Signed) WM. BRUCE,
Govt. Agent.

MOKHA, }
15th January 1821.

(True copy)

(Signed) WM. BRUCE,
Govt. Agent.

Signed and sealed by Umcer Futteh-oolla and all the members of the Mokha Council to each separate Article; as also by Captain Bruce.

Approved.

(Signed) JOHN KISH LUMLEY,
Capt. of H. M.'s Ship
"Topaze," and Senior
Officer.

for the consideration and decision of His Highness the Shureef Medhi, and to which the answer returned by the Shurreef was as follows:—

"We have reduced the duties three quarters of a dollar per cent. out of three dollars, and this is upon all goods imported into the port in the name of the English Sirkar and their merchants; there is not (to be) more (required) from them than two and a quarter dollars per cent., alone, both upon goods imported and on goods exported, and this is as a mark of our regard and respect for the said two (the English government and their merchants), and for the preservation of the intercourse and friendship between us both, as was (the case) with those who existed before us (in former times).

"Dated Rubbee-oo-sanee 1236 of the Hegira A. D. 1821)."

Signed by the six members.

SENNA.
No. XCIV.

MACULLA AND SHUHUR.

Maculla and Shuhur are the two principal slave ports on the southern coast of Arabia. The slaves from Zanzibar and the Somali and Donkali coasts were annually brought there. On 14th May 1863, Brigadier Coghlan, the Political Resident at Aden, concluded an Engagement (No. XCV.) with Nukeeb Silah bin Mahomed of Maculla and Nukeeb Ali Najee of Shuhur in which they agreed to abolish and prohibit the export and import of slaves.

No. XCV.

IN the name of the Most Merciful God, and Him we implore.

The reason of writing this Bond is that influenced by motives of humanity and by a desire to conform to the principles on which the great English Government is conducted, we lend a willing ear to the proposals of our sincere friend, Brigadier William Marcus Coghlan, Governor of Aden; that we shall covenant with him to abolish and prohibit the export or import of slaves from or to any part of our territory to any other place in Africa, or in Asia, or elsewhere.

Therefore I, whose name and seal are set to this Bond, do in the sight of God and of men solemnly proclaim my determination to prohibit the export or import of slaves by every means in my power. I will neither export nor import any myself, nor will I permit any subjects to do so; and any vessel belonging to my subjects found carrying slaves shall be seized and confiscated by me or by any ship belonging to Her Majesty the Queen of England, and the slaves shall be released. Peace.

This covenant is to have effect at the expiration of one year from MACULLA
this date. Peace. AND

(Signed) SILAH MAHOMED.

„ W. M. COGHILAN,

Political Resident, Aden.

SHUHUR.

AND

SHUHUR.

No. XCV.

At Maculla, 14th May 1863.

Witnesses :

(Signed) OMAR BA SALIM KAISAN.

„ H. RASSAM,

Assistant Political Resident.

Dated 25th Ahee Alckada 1279.

A precisely similar Engagement was concluded on the same date with Ali bin Najee, the Nukeeb of Shuhur.

Approved and ratified by the Viceroy and Governor General on
29th June 1863.

SHOA.

IN 1840, Sahela Selassie, King of Shoa in southern Abyssinia, expressed a desire to cultivate the friendship of the British Government and wrote to the Government of Bombay asking to be furnished with guns and warlike stores. Shoa was then one of the most powerful and important provinces in Abyssinia. It is inhabited by the Galla tribe. At the time when Sahela Selassie made these advances, the steam navigation of the Red Sea had given an exaggerated importance to the trade of Abyssinia. It was therefore determined to send a mission to the Court of Shoa, with which country the French also appeared anxious to establish friendly connections. A commercial Treaty (XCVI.) was concluded with the King on 15th November 1841.

No. XCVI.

TREATY of amity and commerce made and concluded between His Majesty SAHELA SELASSIE, King of Shoa, Efat and the Galla, on the one part, and CAPTAIN WILLIAM CORNWALLIS HARRIS, under the authority of His Excellency the Governor of Bombay, in the name and on the behalf of Her Most Gracious Majesty VICTORIA, Queen of Great Britain, Ireland, and the Indies, on the other part.

Whereas commerce is a source of great wealth and prosperity to all those nations who are firmly united in the bonds of reciprocal friendship, and whereas the conclusion of a Treaty of perpetual amity and commerce betwixt Shoa and Great Britain, which has already been desired by their respective Sovereigns, would tend to the mutual advantage of both nations, and whereas tokens of amity and good will have been mutually exchanged between His Majesty of Shoa and Her Britannic Majesty, and whereas it is desirable that the Articles and conditions should be specified, whereupon the desired commercial intercourse betwixt the two nations should be conducted: Now it is hereby declared, done, and agreed as follows:—

ARTICLE 1.

That a firm, free, and lasting friendship shall subsist between His Majesty Sahela Selassie, King of Shoa, Efat, and the Galla, and His lineal

successors, and between Her Most Gracious Majesty Victoria, Queen of Great Britain, Ireland, and India, and Her lineal successors.

SHOA.

No. XCVI.

ARTICLE 2.

That for the purpose of preserving and maintaining the friendly relations subsisting between the two nations, His Majesty of Shoa and His lineal successors shall receive and cherish any ambassador or envoy whom Her Britannic Majesty and Her lineal successors may see fit to appoint, and shall preserve inviolate all his peculiar rights and privileges.

ARTICLE 3.

That for the like purpose, Her Britannic Majesty and Her lineal successors shall in the same manner receive and cherish any ambassador or envoy whom His Majesty of Shoa and His lineal successors may see fit to appoint, and shall equally preserve inviolate all His peculiar rights and privileges.

ARTICLE 4.

That under the following conditions a commercial intercourse be allowed and encouraged betwixt the subjects of Shoa and the countries beyond that kingdom and the subjects of Great Britain.

ARTICLE 5.

That an import duty of five per cent., and no more, shall be levied and received by His Majesty of Shoa and His lineal successors upon all British goods and merchandize imported into the kingdom, whether for sale therein, or in the countries beyond.

ARTICLE 6.

That this import duty of five per cent. shall be assessed upon the current value of the merchandize at the market place of Alio Amba, and shall be paid either in kind or in specie at the option of the merchant.

ARTICLE 7.

That the said import duty having been first duly discharged, the merchant shall be at full liberty either to dispose of his goods within the territories of Shoa, without prohibition to the buyer, or to convey them elsewhere without restraint or molestation.

SHOA.

ARTICLE 8.

No. XCVI.

That British merchants shall be at liberty to purchase within the territories of Shoa all such commodities as they may think proper, whether the produce of those territories, or imported from the countries beyond them, and export the same without the payment of any duty whatsoever.

ARTICLE 9.

That the goods and merchandize of all subjects of Shoa who may visit Great Britain shall in like manner be liable to no greater duties than are already levied, or may hereafter be levied, upon the immediate subjects of Great Britain.

ARTICLE 10.

That in view to the augmentation and promotion of commerce between Shoa and Great Britain His Majesty of Shoa and His lineal successors shall encourage all merchants to bring the produce of the interior of Africa through the dominions of Shoa, and especially such articles as are best suited to the British market.

ARTICLE 11.

That with a like view, Her Britannic Majesty and Her lenial successors will encourage British merchants to import into Shoa such articles as will prove most acceptable within the same.

ARTICLE 12.

That for the better security of merchants and their property, His Majesty of Shoa and His lineal successors, and Her Britannic Majesty and Her lineal successors, will, respectively, to the utmost of their power, endeavour to keep open and secure the avenues of approach betwixt the sea coast and Abyssinia.

ARTICLE 13.

That with a view to the promotion and encouragement of reciprocal intercourse between the respective subjects of the two nations, no hindrance or molestation be offered to British travellers, whether residing within the territories of Shoa, or visiting the countries beyond.

ARTICLE 14.

SHOA.

No. XCVI.

That the effects of such travellers, not intended for sale, shall be liable to no duty of any sort, and shall in every respect be held personal and inviolable.

ARTICLE 15.

That in like manner, no subject of Shoa shall meet with any hindrance or obstruction whilst residing in any part of the dominions of Her Most Gracious Majesty Queen Victoria, nor shall he be prevented from proceeding beyond them at pleasure.

ARTICLE 16.

And, lastly, that a strict reciprocal observance of all the foregoing Articles and conditions shall be regarded as a proof of the continued desire on the part of both the contracting Sovereigns for a lasting and permanent friendship.

Made and concluded at Angollallah, the capital of the kingdom of Shoa, on the tenth day of the month Hedar one thousand eight hundred and thirty-four of the Abyssinian era, corresponding with the sixteenth day of November, in the year of our Lord one thousand eight hundred and forty-one, being the twenty-ninth of the reign of His Majesty Sahela Selassie and the fifth of Her Majesty Queen Victoria.

(Signed) W. C. HARRIS.



(Signed) SAHELA SELASSIE,

Who is King
of Shoa, Efat, and
the Galla.

ZAILA AND TAJOWRA.

IN 1839, after the capture of Aden, it was deemed necessary to secure command of the harbours of Zaila and Tajowra on the Donkali coast. These ports are on the African coast, nearly opposite to Aden, and are the principal outlets of the trade of Southern Abyssinia. Tajowra is a dependency of Zaila, and both places were subject to the Imams of Senna, but during the revolutions at Senna, the Chiefs of Zaila and Tajowra had assumed independence. A Treaty (No. XCVII.) was concluded with the Chief of Tajowra on the 19th August 1840, by which the Mussa Islands were ceded to the British Government, and in September 1840 a Treaty (No. XCVIII.) of the same tenor was signed by the Sultan of Zaila, who ceded the Island of Aubad. The British Government suggested a modification of these Treaties and the omission of all clauses of an exclusive nature directed against the trade of other nations, but owing to the distracted state of Yemen and its dependencies, the alteration of the Treaties was not effected. Zaila and Tajowra subsequently fell under the Government of the Turks.

No. XCVII.

COMMERCIAL Treaty entered into between SULTAN MAHOMED BIN MOHAMMED, of Tajowra, and CAPTAIN ROBERT MORESBY, of the Indian Navy, on the part of the HONOURABLE EAST INDIA COMPANY.

It being advantageous to both parties to enter into a Treaty of peace and commerce, and that a mutual good understanding should exist between each other, more especially so, since Aden has become a British port, we, Sultan Mahomed bin Mohammed and Captain Robert Moresby, of the Indian Navy, (being fully authorized so to do,) agree to the following capitulations and Articles :—

ARTICLE 1.

That friendship and peace shall be lasting between the State of Tajowra and its dependencies and the British Government.

ARTICLE 2.

ZAILA
AND
TAJOWRA.

No. XCVII.

That the English nation, and all vessels lawfully sailing under the British flag, having merchandise of any description on board, shall be respected and permitted, without the slightest prejudice or molestation to their persons or effects, to enter and trade in the port of, and all ports under the Government of Tajowra, paying a duty of five per cent. upon all produce. The subjects of the Sultan of Tajowra shall also be permitted the same privileges at all British ports.

ARTICLE 3.

The port of Tajowra and the adjacent ports, under the Government of Sultan Mahomed bin Mohummed, are to be open for the introduction and reception of all goods brought in ships or vessels lawfully trading under the British flag; further, the Sultan of Tajowra will endeavour all in his power to introduce British produce into the interior States of Eifatt, Shoa, and Abyssinia, and in return the Authorities at Aden will endeavour to encourage interior export trade through Tajowra.

ARTICLE 4.

Sultan Mahomed bin Mohummed, of Tajowra, engages at all times to respect and regard the friendly advice of any authorized person belonging to the British Government, and agrees not to enter into any other Treaty or Bond with any other European nation or person without, in the first instance, bringing the subject to the notice of the Government Authorities at Aden, so that the same may in no ways prove detrimental to his friends, the English, or their commerce. In return for these conditions, the British Government will observe the interests of the State of Tajowra, and do all in their power to assist in improving their commercial resources.

ARTICLE 5.

Any subject of either power having committed crime or offence is to receive sentence awarded by their own Laws and Regulations.

ZAILA
AND
TAJOWRA
No. XCVII.

ARTICLE 6.

Sultan Mahomed bin Mohummed, of Tajowra, engages to protect and respect any British subject residing in his territories, provided the sanction of his Government be previously obtained, the British guaranteeing the same privilege to the people of Tajowra and its dependencies.

ARTICLE 7.

In entering into any Bond or Treaty, or trading with either European or other powers, Sultan Mahomed bin Mohummed engages that no Bond or Treaty shall be acceded to or acquiesced in by him which will, either at the present or at any future period, prove detrimental or injurious to the interests of the British, either in a political or commercial point of view, and in return for such agreement, the English promise that they will act in no manner which may have an evil tendency towards the States of Tajowra.

ARTICLE 8.

We, Sultan Mahomed bin Mohummed and Captain Robert Moresby, of the Indian Navy, having met, and being mutually satisfied with each others powers, have ratified the above Articles for the benefit of both powers.

In witness whereof we, this 19th day of August, in the year of our Lord one thousand eight hundred and forty, corresponding with the 22nd day of Jemmadi-el-Akhar, in the year of the Hegira one thousand two hundred and fifty-six, have attached our seals and signatures.

TRANSLATION of the Deed of Sale of the Island called Mussa, granted by
SULTAN MAHOMED BIN MOHUMMED to the British Government.

In the name of the Most Merciful God !

The virtue of this writing is, that I, Sultan Mahomed bin Mohummed, Governor of Tajowra, I, for myself and posterity, bargained and granted the Island called "Mussa" to the British Government for ten bags of rice. I agreed to and sold the said Island for the said quantity of rice, and it is belonging and pertaining to British Government.

In the presence of the undersigned witnesses, and God is also witness between us, this 22nd Jemmadi-el-Akhar, in the year one thousand two hundred and fifty-six (1256) Hegira, or 19th day of August 1840.

ZAILA
AND
TAJOWRA.

Nos. XCVII
& XCVIII.

(Signed) SULTAN MAHOMED BIN MOHUMMED.

Witnesses :

(Signed) BEMTHA EBEN MAHOMED, *Minister.*

„ ABOOBACKER MURJAN.

„ SHOMAKEE BIN ALI.

„ HAJEE ABDOL RUSSOOL,

British Agent at Mocha.

„ ROBERT MORESBY, *Captain, I. N.,*

Commanding H. C.'s Steam Frigate "Sesostris."

The 19th August 1840.

No. XCVIII.

COMMERCIAL Treaty entered into between SYUD MAHOMED BAR, Governor of Zaila, for himself and posterity, and CAPTAIN MORESBY, of the Indian Navy, on the part of the HONOURABLE EAST INDIA COMPANY.

It being advantageous to both parties to enter into a Treaty of peace and commerce, and that lasting friendship and good will should exist between each other, we, Syud Mahomed Bar, Governor of Zaila, and Captain Robert Moresby, of the Indian Navy, on account of the Honourable East India Company being fully authorized to do so, agree to the following capitulations and Articles:—

ARTICLE I.

That the English nation and all vessels, ships and boats lawfully sailing under the British flag, commanded by European or Native subjects of the English, having merchandize of any description, shall be respected and permitted, without the slightest prejudice or molestation to their persons or effects, to enter and trade in the port of Zaila and all other ports under the Governor of Zaila, paying a duty of 5 per cent. upon all produce. The subjects of the Governor of Zaila shall also pay the same duty in all English ports.

ZAILA
AND
TAJOWRA.
No. XCVIII.

ARTICLE 2.

The Governor of Zaila will endeavour all in his power to introduce British property and merchandize into the interior State of Zaila, and engages at all times to protect, respect and regard the person or persons of English and their subjects and friendly advice of any authorized person or Agent belonging to the British Government, who while at Zaila to be respected and regarded. The English on their part allow the same to be done in their port of Aden, or elsewhere, and to assist the trade from Zaila.

ARTICLE 3.

The Governor of Zaila engages not to enter into any Treaty or Bond with any other European nation or person, or allow other Europeans to settle in his territories, or pass through in any numbers, without bringing the subject, in the first instance, to the notice of the British Government at Aden, so that the same may be in no manner detrimental to his friends the English or their commerce, in return for which the English will do all in their power to assist the Governor of Zaila in improving his commercial resources.

ARTICLE 4.

Any subjects of either power having committed crime or offence are to be punished by their own laws and customs of the countries they belong to.

ARTICLE 5.

Syud Mahomed Bar makes over the Island called Aubad near Zaila to the English Government for the harbour of their ships and vessels without any prohibition whatever.

We, Syud Mahomed Bar, Governor of Zaila, and Captain Robert Moresby, of the Indian Navy, on the part of the English Government of India, do ratify and agree to keep faithfully the above Articles that peace and friendship may be lasting between us: In witness whereof we have set our names and seals.

(Signed) R. MORESBY, *Captain,*
Commanding H. C.'s Steam Frigate "Sesostris."

МОКНА,
The 3rd September 1840. }

SOMALEES.

The Habr Owul.—In 1827 a British vessel trading at Berbera was attacked and plundered by the Habr Owul tribe of Somalees. Berbera is a port to the east of Zaila and Tajowra and nearly opposite to Aden. In consequence of unhealthy winds it is deserted for six months every year. During the rest of the year it is visited by caravans of different tribes from the interior of Africa. A vessel of war was sent to punish the tribe for the outrage which they had committed. On 6th February 1827 a Treaty of peace and commerce (No. XCIX.) was signed by the elders of the tribe.

An expedition was sent in 1854 to explore the country between Berbera and Zanzibar. On the 18th of April 1855 the party were suddenly attacked by Somalees of the El Moosa tribe; two British Officers were wounded, one was killed, and the entire property of the expedition was carried off. A demand was at once made on the Habr Owul tribe for the surrender and punishment of the chief offenders and the demand was enforced by the blockade of Berbera. The elders of the tribe did their best to comply with the demand, but were unable to apprehend the actual murderers, who took refuge in the interior. The British Government at last consented to withdraw the blockade on the Somalees binding themselves by a Treaty (No. C.) to use their utmost endeavour to deliver up the murderers, to allow free trade with their territories, to abolish traffic in slaves, and to treat with respect any British Agent who might be deputed to see that the conditions of the Treaty were observed.

Other Tribes.—In 1855 the elders of the Habr Gerhagis and the Habr Taljala tribes of Somalees entered into an Engagement (No. LXXXV.) with the Political Resident at Aden to prohibit the slave trade.

SOMALEES.

No. XCIX.

No. XCIX. ARTICLES of friendship and commerce made between J. J. GORDON BREMER, Esq., c. B., Captain of His Britannic Majesty's Ship *Tenar*, representing the English nation in Northern Africa, and the Sheiks of the tribe of Habr Owul.

ARTICLE 1.

It is agreed that from henceforth there shall be peace and friendship between the subjects of His Majesty the King of England and the Sheiks of the Habr Owul tribe and their men, and all other inhabitants of the coast of Africa over which they have authority and influence.

ARTICLE 2.

It is agreed that any vessels bearing the English flag which may come to the port of Berbera, (or any other port under the authority of the Sheiks of the Habr Owul tribe,) for the purpose of trade shall not be molested or injured, but shall receive every protection and support from the said Sheiks, that they shall be at liberty to enter into any trade they may think fit to choose, and that they shall be at liberty to depart from the said port at their pleasure without impediment, injury, or molestation.

ARTICLE 3.

It is agreed that in like manner any vessels or persons belonging to the said Sheiks of Habr Owul tribe which shall come into any port belonging to His Majesty the King of England shall receive protection and support, and be treated in all respects the same as other vessels or persons trading to those ports.

ARTICLE 4.

It is agreed that as an equivalent for the value of the British Brig *Marianne* and her cargo, which was plundered in the port of Berbera, there shall be paid by the said Sheiks of the Habr Owul tribe to the said Captain J. J. Gordon Bremer, c. B., or to some person duly authorized by him to receive it, the sum of fifteen thousand Spanish Dollars, or produce to the same amount, in three equal payments, that is to say, five thousand Dollars, or produce to that amount, this year 1827 and of the Hegira 1242, and the same sum in each of the two following years, that is to say, on or before the conclusion of the trading season in the month of April, or two hundredth day of the Nowroz.

ARTICLE 5.

SOMALEES.

Two Lascars belonging to the British Brig *Marianne* having been killed when the said vessel was plundered and destroyed, the Sheiks of the Habr Owul tribe do hereby agree to pay the sum of Dollars for the support of the families of the murdered men, according to the Mahomedan law in such cases.

Confirmed and sealed at Berbera, in Africa, on the 6th day of February in the year of our Lord Jesus Christ 1827 and of the Hegira 1242, the 9th day of the moon Rujub.

(Signed) J. J. GORDON BREMER, L.S.
M. E. BAGNOLD,

Witness: *Pol. Agent, Witness.*

SHURMARKAY ALI SAULEH.

(Signed) by Ismail Gella for himself, and Omar Kadim Hussin Ban and Ismail Goled, Sheiks of Habr Owul tribe.

Approved by the Bombay Government on 10th May 1827.

No. C.

ARTICLES of peace and friendship concluded between the Habr Owul tribe of Somalees on the one part, and BRIGADIER WILLIAM MARCUS COSGELAN, Political Resident at Aden, on behalf of the HONOURABLE EAST INDIA COMPANY, on the other.

Whereas on the 19th of April 1855, corresponding with the 1st of Shaban 1271, a treacherous attack and murder was perpetrated at the port of Berbera by a party of the Habr Owul tribe upon a party of British Officers about to travel in that country, with the consent and under the protection of the elders of the tribe, in consequence of which outrage certain demands were made by the Government of India and enforced by a blockade of the Habr Owul coast, and whereas it has become apparent that the said tribe has fulfilled those conditions to the utmost of its ability and has prayed to be relieved from the blockade: Therefore it is agreed—

ARTICLE 1.

That the elders of the Habr Owul will use their best endeavours to deliver up Ou Ali, the murderer of Lieutenant Stroyan.

SOMALEES.

No. C.

ARTICLE 2.

That until this be accomplished, the sub-tribe Esa Moosa, which now shelters, and any other tribe which may hereafter shelter, harbour, or protect him, the said Ou Ali, shall be debarred from coming to Aden.

ARTICLE 3.

That all vessels sailing under the British flag shall have free permission to trade at the port of Berbera, or at any other place in the territories of the Habr Owul, and that all British subjects shall enjoy perfect safety in every part of the said territories, and shall be permitted to trade or travel there under the protection of the elders of the tribe. In like manner shall the members of the Habr Owul tribe enjoy similar privileges at Aden or any other part of the British possessions.

ARTICLE 4.

The traffic in slaves throughout the Habr Owul territories, including the port of Berbera, shall cease for ever, and any slave or slaves who, contrary to this engagement, shall be introduced into the said territories shall be delivered up to the British, and the Commander of any vessel of Her Majesty's or the Honourable East India Company's Navy shall have the power of demanding the surrender of such slave or slaves, and of supporting the demand by force of arms if necessary.

ARTICLE 5.

The Political Resident at Aden shall have the power to send an Agent to reside at Berbera during the season of the fair, should he deem such a course necessary, to see that the provisions of this Agreement are observed, and such Agent shall be treated with the respect and consideration due to the representative of the British Government.

ARTICLE 6.

That on a solemn promise being given by the elders of the Habr Owul faithfully to abide by the Articles of this Agreement and to cause the rest of the tribe to do so likewise, and to deliver up to the Political

No. C A.

SOMALIS.

No. C A.

ENGAGEMENT concluded between LIEUTENANT-COLONEL W. L. MEREWETHER, C. B., Political Resident, Aden, and SULTAN MAHMOOD bin YOOOOF, Chief of the Mejeriteyn tribe of Somalis and elders of the said tribe.

INFLUENCED by motives of humanity and by a desire to conform to the principles on which the great English Government is conducted, we lend a willing ear to the proposals of our friend, Lieutenant-Colonel William Lockyer Merewether, C. B., Political Resident at Aden, that we should covenant with him and each other to abolish and prohibit the exportation of slaves from any one part of Africa to any other place in Africa or Asia or elsewhere under our authority. We whose names and seals are set to this bond, as therefore in the sight of God and of men, solemnly proclaim our intention to prohibit the exportation of slaves from Africa by every means in our power: we will export none ourselves, nor permit our subjects to do so, and any vessel found carrying slaves shall be seized and confiscated and the slaves shall be released.

Signed this twentieth day of February one thousand eight hundred and sixty-six (4th of the month Shawal 1282) at Bunder Mareea.

(Sd.) SULTAN MAHMOOD YOOOOF.

Witness to the above.

(Sd.) MOOSA bin YOOOOF OTHMAN.

„ SAMUNTER OTHMAN.

„ ADRESS MAHMOOD.

(Sd.) W. L. MEREWETHER, *Lieut.-Col.,*
Polll. Resident, Aden.

Resident at Aden any party who may violate it, the blockade of the SOMALEES.
 Habr Owul coast shall be raised, and perpetual friendship shall exist No. C.
 between the British and the Habr Owul.

Done at Berbera this seventh day of November one thousand eight hundred and fifty-six of the Christian era, corresponding with the eighth day of Rubee-ool-Awul one thousand two hundred and seventy-two of the Hegira.

Mark.	(1.)	MAHOMED ARRALEH,	}	<i>Ayal Yoonus.</i>
„	(2.)	AHMED ALI BOOKERI		
„	(3.)	NOOR FARRAH,	}	<i>Ayal Ahmed.</i>
„	(4.)	AHMED GHALID,		
„	(5.)	MAHOMED WAIS,	}	<i>Makahil.</i>
„	(6.)	MUGGAN MAHOMED,		
„	(7.)	ROBBLIE HASSAH,	}	<i>Ayal Hamood.</i>
„	(8.)	ATEYAH HILDER,		
„	(9.)	FARRAH BENIN,		
„	(10.)	AWADTH SHERMARKI,		

Signed in my presence at Berbera on the 7th November 1856.

(Signed) R. L. PLAYFAIR,
Assistant Political Resident, Aden.

(Signed) W. M. COGHLAN,
Political Resident.

Aden, 9th November 1856.

Ratified by the Right Honourable the Governor General in Council,
 at Fort William, this twenty-third day of January 1857.

(Signed) CANNING.
 „ GEO. ANSON.
 „ J. DORIN.
 „ J. LOW.
 „ J. P. GRANT.
 „ B. PEACOCK.

By order,

(Signed) G. F. EDMONSTONE,
Secretary to the Government of India,

ZANZIBAR.

THE Island of Zanzibar and the greater part of the eastern coast of Africa were conquered by the Portuguese in the beginning of the sixteenth century. Driven to despair by the tyranny of their rulers the inhabitants of Mombassa, in 1698, invited the assistance of the Imam of Muscat, who expelled the Portuguese and put many of them to the sword. It was not till 1784, however, in the time of Ahmed bin Saeed, that the Muscat Arabs established a permanent footing in the Island of Zanzibar, and even for many years afterwards till the accession of Syud Saeed in 1807 the subjection of Zanzibar was little more than nominal.

In 1746 the people of Mombassa threw off allegiance to Muscat, elected Sheikh Ahmed as their Sultan, and maintained their independence till 1823, when fearing the aggression of the Imam, Soleiman bin Ali, the Sultan of Mombassa, with the consent of the people put himself under British protection. On 7th February 1824 a Convention was concluded with him, by which the port of Mombassa and its dependencies, including the Island of Pemba and the coast between Melinda and the river Pangani were placed under the protectorate of Great Britain. This engagement, however, was not ratified, and in 1828 the Imam of Muscat sent a force against Mombassa which surrendered to him.

The Zanzibar dominions extend from Cape Delgado about 1,100 miles northward along the coast. In 1844 Syud Saeed of Muscat appointed his son Syud Khaleed as his deputy and successor in Zanzibar and his son Syud Thowaynee in Muscat. Syud Khaleed died in 1854, and the Imam appointed a younger son Syud Majeed to succeed him. On the Imam's death in 1857, Syud Thowaynee, being ruler of Muscat, laid claim to Zanzibar. He concluded an engagement, however, with his brother Syud Majeed, by which the latter was left in possession of the African dominions, subject to an annual payment of 40,000 crowns. A dispute soon arose regarding the nature of this payment and whether it implied the dependence of Zanzibar on Muscat. War was threatened but both parties were persuaded to refer the question to the arbitration of the Governor General of India and to abide by his deci-

sion. A Commission was appointed to investigate the case. On the evidence obtained by this Commission, Lord Canning gave an award (No. CI.) to which both parties agreed, *viz.*, that Syud Majeed should be declared ruler of Zanzibar and the African dominions of the late Syud Saeed and be subject to an annual payment, with arrears, of 40,000 crowns in perpetuity to Muscat, which payment was not to be considered as implying the dependence of Zanzibar on Muscat.

The Sultan of Zanzibar is of course bound by those Articles of the Treaties concluded with his late father which refer to Zanzibar. He has recently prohibited the transport of slaves from one port in his dominions to another during the slave season, that is, from 1st January to 30th April in each year.

No. CI.

LETTER to HIS HIGHNESS SYUD MAJEED BIN SAEED, of Zanzibar.

BELOVED AND ESTEEMED FRIEND,—I address your Highness on the subject of the unhappy differences which have arisen between yourself and your Highness' brother the Imam of Muscat, and for the settlement of which your Highness has engaged to accept the arbitration of the Viceroy and Governor General of India.

Having regard to the friendly relations which have always existed between the Government of Her Majesty the Queen and the Government of Oman and Zanzibar, and desiring to prevent war between kinsmen, I accepted the charge of arbitration between you, and in order to obtain the fullest knowledge of all the points in dispute, I directed the Government of Bombay to send an Officer to Muscat and Zanzibar to make the necessary enquiries. Brigadier Coghlan was selected for this purpose, an Officer in whose judgment, intelligence, and impartiality the Government of India reposes the utmost confidence.

Brigadier Coghlan has submitted a full and clear report of all the questions at issue between your Highness and your brother.

I have given my most careful attention to each of these questions.

The terms of my decision are as follows :—

1st.—That His Highness Syud Majeed be declared ruler of Zanzibar and the African dominions of His late Highness Syud Saeed.

ZANZIBAR.

No. CI.

2nd.—That the ruler of Zanzibar pay annually to the ruler of Muscat a subsidy of 40,000 crowns.

3rd.—That His Highness Syud Majeed pay to His Highness Syud Thowaynee the arrears of subsidy for two years or 80,000 crowns.

I am satisfied that these terms are just and honourable to both of you; and as you have deliberately and solemnly accepted my arbitration, I shall expect that you will cheerfully and faithfully abide by them, and that they will be carried out without unnecessary delay.

The annual payment of 40,000 crowns is not to be understood as a recognition of the dependence of Zanzibar upon Muscat, neither is it to be considered as merely personal between your Highness and your brother Syud Thowaynee. It is to extend to your respective successors, and is to be held to be a final and permanent arrangement, compensating the ruler of Muscat for the abandonment of all claims upon Zanzibar and adjusting the inequality between the two inheritances derived from your father, His late Highness Syud Saeed, the venerated friend of the British Government, which two inheritances are to be henceforward distinct and separate.

I am,

Your Highness'

Sincere friend and well wisher,

(Signed) CANNING.

FORT WILLIAM,
The 2nd April 1861. }

TRANSLATION of an Arabic letter from HIS HIGHNESS SYUD MAJEED BIN SAEED, Sultan of Zanzibar, to LIEUTENANT COLONEL C. P. RIGBY, Her Majesty's Consul at Zanzibar, dated Zanzibar, the 19th day of the month of Zilhej, in the year 1277 Hegira, corresponding to the 29th June 1861.

AFTER COMPLIMENTS,—I desire to inform you that I have been very much gratified by the receipt of the letters from His Lordship the Governor General of India and His Excellency the Governor of Bombay, conveying to me the intelligence of the settlement of the disputes which existed between myself and my brother Thowaynee bin Saeed. And, regarding the decision, that I shall pay to my brother Thowaynee the sum of 40,000 crowns annually, and also the sum of 80,000 crowns on account of arrears for two years, I agree to pay these sums, and I

accept and am satisfied with the terms of the decision, and they are binding on me, and it is the desire of the British Government (Javabel Sircar) that each of us, that is, myself and my brother Thowaynee, shall be independent of each other in his own dominions and Sultan over his own subjects, that is to say, that Zanzibar and the Islands (Pemba and Monfea), and the dominions on the continent of Africa dependent upon it, shall be subject to me, and that Muscat and its dependencies, with the land of Oman, shall be subject to my brother Thowaynee bin Saeed, and that we should dwell in peace and friendly alliance the one with the other, as is customary between brothers. I pray that it may be so, if it please God. I feel very much obliged to the British Government for all its kindness and favour, and for having averted from my dominions disorders and hostilities. During my life-time I shall never forget the kindness which it has shown to me. And now what I desire from you is this, that you will mention to His Lordship the Governor General of India that he should kindly determine that the payment of the 40,000 crowns per annum to my brother Thowaynee shall be settled as follows, *viz.*, that 20,000 crowns shall be due and payable each year at the "Monsim," (about April, when the south-west monsoon sets in,) and that the other 20,000 crowns shall be due and payable each year at the "Daman," (about September, October, when the annual accounts are made up, and the revenue from the customs is paid,) in like manner as I before agreed to do when I made the arrangement, through my cousin Mahomed bin Salim, to pay 40,000 crowns annually to Muscat.

And respecting the 80,000 crowns, arrears for two years, that it shall be paid as soon as I can possibly do so.

This I desire, in order that there may be no ground of dispute hereafter.

This is what I wish for from the friendship of the Government.

And for whatsoever you may desire from me the sign is with you.

From the confiding slave in God's mercy, Majeed bin Saeed.

Written on the 19th day of the month of Zilhej, in the year 1277 of the Hegira, corresponding to the 29th June A. D. 1861.

ZANZIBAR. From the Sultan of Zanzibar, to the Right Honourable the Governor General,
dated Zilhej A. H. 1267, corresponding with 25th June 1861.

No. CI.

AFTER USUAL COMPLIMENTS,—My chief object in addressing this friendly letter to your Excellency is to enquire after your health. May the Almighty always protect your Excellency from all evils. As to myself, who am under great obligations to your Excellency, I beg to state that by the grace of God, and under your auspices, I am in the enjoyment of good health. I offer my prayers to the Almighty for your long life and for the destruction of your enemies. Your Excellency's kind letter reached me at an auspicious time, and I have become fully acquainted with its contents. When I referred to your Excellency for settlement the dispute which long existed between myself and my brother Syud Thowaynee bin Saeed, I made up my mind to act up to any award which you might pass on the case. I agree, as directed by your Excellency, to pay to my said brother the sum of 40,000 crowns annually, and 80,000 crowns on account of arrears for the last two years.

Considering me as a sincere friend, your Excellency will not, I hope, forget me, and I will cheerfully execute any commissions which shall be entrusted to me by your Excellency.

TO HIS HIGHNESS SYUD BIN SAEED, Sultan of Zanzibar.

BELOVED AND ESTEEMED FRIEND,—I have received with much satisfaction your friendly letter dated 15th Zilhej A. H. 1277. I am gratified to learn that my award for the settlement of the disputes which long existed between yourself and your brother Syud Thowaynee bin Saeed, the ruler of Muscat, has given satisfaction to your Highness.

The terms of the arbitration will be fulfilled if the sum of 40,000 crowns, payable to your brother annually, be paid by two instalments, viz., the first at the Monsim and the second at the Daman.

I beg to express the high consideration I entertain of your Highness, and to subscribe myself.

Your Highness' sincere friend,

The 22nd August 1861.

(Signed) CANNING.

SUPPLEMENT

CONTAINING

VARIOUS TREATIES AND ENGAGEMENTS CONCLUDED

AND

SUNNUDS ISSUED SINCE THIS COLLECTION WAS COMMENCED.

JYNTEAH AND COSSYAH HILL TRIBES.

(*Vol. I., pages 82—120.*)

AGREEMENTS have been concluded with the Chiefs of the following States in the Jynteah and Cossyah Hills:—Nusteng, Moleem and Khyrim, Lungree and Mahram.

Nusteng.—Moot Sing, the Rajah of this petty State, expressed a desire to enter into an engagement defining the conditions of his subordination to the British Government. He died, however, before the engagement was concluded. Dun Sing was elected his successor, and he was recognized by the British Government and received the title of Rajah Bahadoor on his signing an engagement (No. CII.) of allegiance and fidelity.

Moleem and Khyrim.—In 1862 it was deemed expedient to establish a military cantonment and sanitarium at Shillong, in the Moleem country, instead of at Cherra Poonjee. The Rajah of Moleem was bound by his engagements* to give up whatever lands might be required for such purposes; still it was considered expedient to grant him compensation, which he desired should take the form of a cession of lands of equal value south and east of the River Oomean or Bogapanee. The subjection of British subjects to the rule of a Native Chief, however, being deemed objectionable, the Rajah was required to cede (No. CIII.) all his sovereign and personal rights in the land for a sum of Rupees 2,000, and the rights of the private proprietors were bought up for Rupees 6,325 and an annual payment of Rupees 108.

Rajah Rabon Sing, of Khyrim, having an interest in some portions of the land conjointly with the Rajah of Moleem, was also required to sign the Deed of Sale.

Lungree.—The Chief of Lungree died in December 1862. His elected successor, Oomit, was recognized by the British Government and received the title of Rajah on his signing an engagement (No. CIV.) of submission and fidelity.

* See Vol. I., page 102.

JYNTEAH
AND
COSSYAH
HILL
TRIBES.

Mahram.—In October 1864, Oo Sai Sing was elected Chief of Mahram in succession to Oo Sep Sing. He was recognized by the British Government on his signing the usual engagement (No. CV.) of allegiance and submission.

No. CII.

Nusteng.

No. CII.

TRANSLATION of the AGREEMENT entered into by DUN SINGH, Rajah of Nusteng, with the Deputy Commissioner of Cherra Poonjee, in the Cossyah Hills.

I, Dun Singh, Rajah, son of Oola Beang Koonwur, of Nusteng, in the Cossyah Hills, having been appointed ruler of Nusteng, do hereby agree and promise to conduct myself agreeably to the following Rules :—

ARTICLE 1.

I consider myself under the general control and authority of the Political Officer at Cherra Poonjee. All disputes between myself and Chieftains of other Cossyah States shall be referred for trial and decision to the British Court.

ARTICLE 2.

I shall always reside in the Nusteng ilaka, and decide without partiality, in open Durbar, with the assistance of my Muntrees, Sirdars and elders, according to the ancient and established customs of the country, all civil suits and criminal cases occurring there that are beyond the cognizance of the Police in which only the people of that ilaka may be concerned. All cases in which Europeans and inhabitants of the plains, or of other Cossyah States, are parties, are to be tried by the Political Officer at Cherra Poonjee.

ARTICLE 3.

I shall obey all orders issued to me by the Political Officer at Cherra Poonjee, and make over, on demand, to the local Authorities, all refugees and civil and political offenders coming to, or residing in, my ilaka.

ARTICLE 4.

JYNTEAH

AND
COSSYAH
HILL
TRIBES.

No. CII.

Nusteng.

I shall furnish full information regarding my State and its inhabitants whenever I may be required to do so by Government Officers. I shall always endeavour to promote the welfare and happiness of my subjects, give every help and protection in my power to Government Officers and travellers passing through my country, or to settlers residing there; and use my best endeavours to facilitate free intercourse and trade between the people of my country and British subjects and the people of other Cossyah States.

ARTICLE 5.

The British Government reserves to itself the right of establishing military and civil sanatoria, cantonments and posts, in any part of my ilaka where they may be required, full compensation being given for the lands thus occupied for these or other government purposes, and of opening roads in any direction through the country, in which matter I must render my utmost assistance when requisite.

Dated 22nd July 1862, corresponding with 7th Srawun 1269 B. S.

SUNNUD conferring the title of Rajah Bahadoor upon DUN SINGH, the elected ruler of Nusteng, dated the 26th January 1863.

Whereas you have been elected to be ruler of Nusteng, I do hereby confer upon you the title of Rajah Bahadoor on condition of your faithfully and fully observing the conditions specified in the agreement made with you on 22nd July 1862, corresponding with 7th Srawun 1269 B. S.

(Signed) ELGIN AND KINCARDINE.

JYNTEAH

AND
COSSYAH
HILL
TRIBES.

No. CIII.

Moleem.

No. CIII.

Whereas it was stipulated in the Agreement entered into by me, Melay Sing, Rajah of Moleem, under date 19th March 1861, with the British Government, that the right of establishing civil and military sanitaria, posts, and cantonments within my country should remain with the British Government; whereas Lieutenant-Colonel J. C. Haughton, Agent to the Governor General, North-East Frontier, under the instructions of the said government, has selected, for the purpose of civil and military sanitaria, &c., the land hereinafter described, I hereby renounce, with the advice and consent of my Muntrees and the Heads of my people, all sovereign and personal rights therein to Her Majesty the Queen of England and the British Government. It is, however, stipulated, should the proprietors of any of the land within the limits hereinafter described be unwilling to sell or part with their land to the British Government, the said persons shall continue fully to enjoy the same without impost or taxation as heretofore, but that in all other respects the jurisdiction and sovereignty of Her Majesty the Queen of England and of the British Government and the Officers of Government duly appointed shall extend over the said land and over all persons residing thereon and to all offences committed therewithin:—

Boundary.—The boundary of the lands of Oo Don Sena to the south and east of the Oom Ding Poon stream which have been purchased; the boundary of the lands of Ka Stang Rapsang, south of the stream south of the Oom Ding Poon adjoining the village of Sadoo which have been purchased. The boundary of the lands of Oo Bat Khaobakee touching the Oom Ding Poon stream which have been purchased. The boundary of the lands of Ka Doke adjoining the last named which have been purchased; the boundary of the land of Sooaka adjoining the last named which have been purchased; the boundary of the Shillong lands which have been purchased, from which point the boundary will follow the north and west sides of the present government roads till the boundary of the lands of Borjon Muntree, which have been purchased, is met; it will then follow the boundary of the said Borjon's land till the boundary of the said land again meets the government road now existing, which it will follow till the boundary of the Raj lands purchased are met. It will follow the boundary of the Raj lands till that dividing the

Longdo lands of Nongseh from the Raj land and the land purchased from Oo Reang-Karpang of Nongseh and will go between the two last on the east side of a hill by a path till the boundary stone of the Longdo of Nongseh at the head of a water-course is met. It will then follow that water-course to the junction of it with the Oom Soorpee, leaving the hill with the Longdo jungle of fir trees on it to the left or north and west side. The boundary will then cross the Oom Soorpee River and ascend by a ravine opposite inclining somewhat to the right hand to monumental stones (Mowshin Ram), near one of which a peg and pile of stones is placed. The boundary will then descend the hill backwards towards the point of Youdoo Hill, that is, the hill on which the Youdoo Bazar is held, to a pile of stones and a peg not far from the government road which it crosses and not far from the Oom Soorpee River. The boundary thence turns north-east by ascending the hollow to the ridge which divides the water-flow, on which is a mark, to the hollow to the north-east, which it follows by the water to the Oom Kra River, leaving the Youdoo Bazar hill and the village of Mao Kra on the left hand. The boundary thence turns eastward, following the base of the hills and excluding all cultivation in the plains, including within it the hill lands given to the government by Oo Beh till the lands of Oo Dor given to government are met, whence the boundary, in the same way, follows the base of the hills excluding the cultivation in the plains till the River Pomding Neyam is met. Opposite a cave at the mouth of this stream, when it enters the plain, a peg and pile of stone is met. The boundary thence follows the same stream to its head in the rice lands of Oo Beh aforesaid, thence it follows the foot of the hills, leaving the village of Limera to the left or east side, and excluding the rice cultivation of Oo Beh, but including the hill land given by him to government, till it reaches the head of the said rice cultivation, where it turns sharply to the left or east between two hills till it reaches the banks of the stream Oom Pongteng Kom, the downward course of which it follows till the junction of the same water, now called Oom Soorpee, with the Oom Jussaci is reached. This river is the boundary till its source is reached from a pile of stones, near which, marking the boundary of land purchased from Oo Don Sena, the boundary crosses over south-westerly to the point where the Oom Shillong makes a bend, at that point stones have been

JYNTEAH

AND
COSSYAH
HILL
TRIBES.

No. CIII.

Moleem.

JYNTEAH
AND
COSSYAH
HILL
TRIBES.

No. CIII.
Moleem.

placed opposite ten fir and five oak trees on the spur of a hill. The boundary then follows the Oom Shillong till the boundary of Oo Don Sena's land is met, which it follows the point from whence it started is reached. I agree that the government, or the possessor of the land within named, as well as the Shillong lands, shall have the joint right of turning off all water adjoining the said land for use, subject to such rules as the government may prescribe. I promise also, as far as in me lies, to preserve the sacred groves whereon the water supply is dependant, and to punish any of my subjects found cutting the trees of the said groves and to deliver up for punishment any British subject found so offending.

(Signed) MELAY SING RAJAH + His mark.

„ LORMIET MONTANG + His mark.

SHILLONG, }
The 10th December 1863. }

Witness :

(Signed) U. JOYMONEE,
Interpreter.

Before me, this 18th December 1863, explained in Cossyah and signed.

(Signed) J. C. HAUGHTON.

Witnesses present not called on to sign, being unable to write.

Oo RAM, Muntree.

Oo DON KOONWUR.

Oo SONA „

Oo JON SIRDAR.

Oo JEE „

PURBUT, Interpreter.

Oo DON SENA, Muntree.

TAMA KOONWUR.

RAJAH SINGH KOONWER.

ALOP KOONWUR.

KUNRACE, of Khyrim.

I, Melay Sing, having, on behalf of myself and my Muntrees, and all others concerned, ceded the Raj rights and title in the land at Shillong, known as the Shillong lands; the Raj lands south of the Oom

Soorpee, known as the Kurkontong Nongsch land ; the land near Youdoe, known as the Shillong Labang land ; hereby renounce all right and title thereto, resigning the same to Her Majesty the Queen of England with the trees, water, and all things thereon or therein, and hereby acknowledge to have received, in full satisfaction therefor, the sum of Rupees 2,000 (two thousand) from Lieutenant-Colonel Haughton, Governor General's Agent, North-East Frontier.

JYNTEAH
AND
COSSYAH
HILL
TRIBES.
No. CIII.
Moleem.

(Signed) MELAY SING His mark.
" RAJAH RABON SING His mark.

YOUDOE, }
The 8th December 1863. }

Rajah Rabon hereby acknowledges to have ceded all right on part of himself and his people.

(Signed) J. C. HAUGHTON,

Witness : *Offg. Govr. Genl.'s Agent, N. E. F.*

(Signed) U. JOYMOONEE, SREE ARRADHUN DOSS,
Interpreter. Mohurir.

Present :

(Signed)	Oo RAM, Muntree.	}	Moleem Poonjee.
"	Oo JEE "		
"	Oo SOOBAB "		
"	Oo SONAH "		
"	Oo RAIMON "	}	Khyrim Poonjee.
"	Oo BAMON "		
"	Oo MOOIK LONGSKOR.		
"	Oo SONKHA LONGDO.		

(Signed) J. C. HAUGHTON,
Offg. Govr. Genl.'s Agent, N. E. F.

JYNTEAH

AND

COSSYAH

HILL

TRIBES.

No. CIV.

Lungree.

No. CIV.

ENGAGEMENT executed by the Chief of Lungree.

I, Oomit Sing, having succeeded to the Raj of Lungree on the death of Soonder Sing, my uncle, late Rajah, according to the custom of the country, and with the approval of the Chiefs and elders, and also with the sanction of the Viceroy and Governor General of India, promise to be faithful in allegiance to Her Majesty the Queen of England, her Heirs and Successors, and I bind myself to the following Articles :—

ARTICLE 1.

That I shall consider myself under the general control and authority of the Deputy Commissioner in the Cossyah and Jynteah Hills, or such other Officer as may be from time to time appointed by government, to whom I shall refer all disputes between myself and the Chieftains of other Cossyah States, and that I clearly understand, I hold my appointment under authority from the British Government, which reserves to itself the right of removing me from office, and appointing another Chieftain in my stead, if I should fail to give satisfaction to the British Government and the people of the district.

ARTICLE 2.

That I shall reside in the Lungree district, and decide in open Durbar, with the assistance of the Muntrees, Sirdars, and the elders, according to ancient and established custom of the country, all civil and criminal cases, not of a heinous nature, in which the inhabitants of the said district only are concerned. I agree to refer to the Deputy Commissioner in the Cossyah and Jynteah Hills, or other Officer appointed for the purpose by government, all cases, civil or criminal, in which Europeans or other foreigners, including the inhabitants of the plains, are concerned; also all cases in which inhabitants of other Cossyah States are concerned, and all heinous criminal cases.

ARTICLE 3.

That I shall obey all orders issued to me by the Deputy or other Officer appointed to the charge of the Hill districts, and make over, on demand, to the local Authorities, all refugees, and civil and political offenders, coming to, or residing in, the Lungree district.

ARTICLE 4.

That I shall furnish full information regarding the Lungree district and its inhabitants whenever I may be required to do so by government Officers, will render every assistance in developing the resources of the country, will give every help and protection in my power to Government Officials and travellers passing through the country, or to settlers residing there, and will use my best endeavours to facilitate free intercourse and trade between the people of the country and the British subjects and the people of other Cossyah States.

JYNTEAH

AND
COSSYAH
HILL
TRIBES.

No. CIV.

Lungree.

ARTICLE 5.

The British Government shall have the right of establishing military and civil sanatoria, cantonments, and posts, in any part of the Lungree district where they may be required. I agree to give all lands required for such purposes, the possessors, where the land does not belong to the Raj, being duly compensated therefor.

ARTICLE 6.

Lastly, I, my heirs and successors, will abide by the terms of the agreement entered into with the government by the late Rajah on the 22nd September 1859, by which he ceded, in consideration of receiving half the profits, all his mineral rights, except those connected with the limestone tracts, leased to the late Mr. Henry Inglis up to 1283 B. S., and all the waste lands not paying revenue, which are not being brought into cultivation by the people of Lungree, and by which being brought into cultivation they will not be sufferers.

Dated Cherra Poonjee, 25th January 1864.

Seal and mark of

OOMIT SING,

Rajah of Lungree.

Witnessed by

J. B. SHADWELL,

Assistant Commissioner in charge.

⊙ Mark of SCIDEE, Muntree, of Lauring.

⓪ Mark of OOWAN, Muntree, of Lauring.

≠ Mark of OOSAM, Muntree, of Lauring.

m Mark of OO RAMSING, Muntree, of Lauring.

JYNTEAH
AND
COSSYAH
HILL
TRIBES.

Nos. CIV
& CV.

*Lungree &
Mahram.*

Sealed and signed in my presence on the 25th day of January 1864, when it was explained to the Rajah that a Sunnud and Khillut would be forwarded by the Viceroy and Governor General.

(Signed) J. B. SHADWELL,
Assistant Commissioner in charge.

SUNNUD conferring the title of "Rajah" upon OOMIT SING, the Chief of Lungree.

Whereas you have been elected to be ruler of Lungree, I do hereby confer upon you the title of Rajah on condition of your faithfully and fully observing the conditions specified in the agreement made with you on the 25th January 1864.

(Signed) JOHN LAWRENCE.

Dated 7th June 1864.

No. CV.

ENGAGEMENT executed by the Rajah of Mahram.

I, Oo Sai Sing, resident of Mahram, according to the custom of country, and with the approval of the Chiefs and elders of Mahram, being the lawful heir and successor to the late Oo Sep Sing, Dhollah Rajah of Mahram, in anticipation of being duly created, under the orders of the Viceroy and Governor General of India, Dhollah Rajah of Mahram, do hereby promise to be faithful in allegiance to Her Majesty the Queen of Great Britain and its dependencies, Her heirs and successors, and I bind myself to the following Articles:—

ARTICLE 1.

I consider myself under the general control and authority of the Deputy Commissioner in the Cossyah and Jynteah Hills, or such other Officer as may be from time to time appointed by government, and I will refer all disputes between myself and the Chieftains of other Cossyah States to the Deputy Commissioner aforesaid, and I clearly understand that I hold my appointment under authority from the British Government, which reserves to itself the right of removing me from office and appointing another Chieftain in my stead, if I should fail to give satisfaction to the British Government or to the people of Mahram.

ARTICLE 2.

JYNTEAH
AND
COSSYAH
HILL
TRIBES.

No. CV.
—
Mahram.

I agree to reside in the Mahram district, and promise to decide, in open Durbar, with the assistance of the Muntrees, Sirdars, and the elders, according to ancient and established custom of the country, all civil and criminal cases, not of a heinous nature, in which the inhabitants of the said country only are concerned. I agree to refer to the Deputy Commissioner in the Cossyah and Jynteah Hills, or to any other Officer appointed by government for the purpose, all cases, civil and criminal, in which Europeans or other foreigners, including the inhabitants of the plains, are concerned, as also all cases in which subjects of other Cossyah States are concerned, and all heinous criminal cases.

ARTICLE 3.

I bind myself to obey all orders issued by the Deputy Commissioner or other Officer appointed to the charge of the Hill districts, and to make over, on demand, to the duly constituted Authorities all refugees and civil and political offenders coming to, or residing in, the Mahram district.

ARTICLE 4.

I also agree to supply full information regarding the Mahram district and its inhabitants whenever I may be required so to do by the Officers of government. I will also render assistance in developing the resources of the country, and I will give aid and protection to Government Officials and travellers passing through Mahram as also to settlers residing therein, and will use my best endeavours to facilitate free intercourse and trade between the people of the country under me and British subjects and people of other Cossyah States.

ARTICLE 5.

The British Government will have the right of establishing military and civil sanatoria, cantonments, and posts, in any part of the Mahram district under my control, and I agree to give all lands required for such purposes on the understanding, when the land or lands do not belong to the Raj, that the proprietors shall receive compensation.

ARTICLE 6.

Lastly, I bind myself, my heirs and successors, to the terms of the agreement entered into with the government of British India by the late

JYNTEAH Rajah Oo Sep Sing on the 22nd September 1859, by which he ceded, in consideration of receiving half the profits all his mineral rights (except those connected with the Mahram tracts leased to the late Mr. Henry Inglis up to 1283 B. S.), and all the waste lands not paying revenue which are not being brought under cultivation by the people of Mahram, and by which they will not be sufferers.

AND
COSSYAH
HILL
TRIBES.

No. CV.
Mahram.

Dated Youdae (fifth) 5th October 1864.

© Oo SAI SINGH, *Rajah,*
His Seal and mark.

Witnessed by

GRISH CHUNDER BOSE.

✓ Mark of RAM SING, Muntree.	/ Mark of TOR SAI, Muntree.
∩ Mark of Oo SUGI, „	∩ Mark of W. SONA, „
3 Mark of W. TAR, „	○ Mark of W. SAHH, „
3 Mark of W. SAR SING, Gooshtee.	η Mark of U. RAM, Gooshtee.
η Mark of SUNTOO, „	η Mark of KHALAET VASUED.

Signed and sealed in my presence the 5th day of October 1864, when it was explained to the Rajah that a Sunnud and Khillut would be furnished on receipt of the orders of government.

(Signed) H. S. BIVAR,
Depy. Commr., Cossyah and Jynteah Hills.

SUNNUD confirming the election of Oo SAI SING to be Rajah of Mahram.

Whereas you have been elected by the chief men and people of Mahram to succeed the late Rajah Oo Sep Sing in the Chieftaincy, I hereby recognize and confirm your election to be Rajah of Mahram.

Be assured that so long as you remain faithful in your allegiance to the British Crown, and fully and faithfully fulfil your engagements with the British Government, the State of Mahram will remain to you in undisturbed possession.

(Signed) JOHN LAWRENCE.

Dated 5th December 1864.

ASSAM.

(*Vol. I., pages 126—141.*)

ASSAM.

No. CVI.

The Abors.—In the end of 1861 the Meyong Abors attacked and plundered a village in British territory. Preparations were being made to take permanent military command of the Abor country on the border of the Assam valley, when the tribe expressed a desire to renew friendly relations, and begged that their offences might be overlooked. On the 5th November 1862, an agreement (No. CVI.) was made with them binding them to respect British territory. The same engagement was subscribed on 16th January 1863 by the Kebang Abors.

On 8th November 1862 a similar engagement (No. CVII.) was concluded with the Abors of the Dihang Dibang Doars.

No. CVI.

Whereas it is expedient to adopt measures for maintaining the integrity of the British territory in the District of Luckhimpoor, Upper Assam, on the Meyong Abor Frontier, and for preserving peace and tranquillity, and whereas by virtue of a letter No. 11 of 11th October 1862, from the Officiating Commissioner of Assam, transmitting orders from the Government of Bengal, conveyed in a letter No. 265 T., dated 8th August 1862, from the Officiating Junior Secretary to the Government of Bengal, the Deputy Commissioner of Luckhimpoor has been authorized to proceed in this matter, an Engagement to the following effect has been entered into with the Meyong Abors this 5th day of November, A. D. 1862, at Camp Lalee Mookh :—

ARTICLE I.

Offences committed by the Meyong Abors in a time of hostility towards the British Government, and for which the assembled heads of villages have sued for pardon, are overlooked and peace is re-established.

ASSAM.

No CVI.

Abors.

ARTICLE 2.

The limit of the British territory, which extends to the foot of the hills, is recognized by the Meyong Abors, who hereby engage to respect it.

ARTICLE 3.

The British Government will take up positions on the frontier in the plains, will establish stations, post guards, or construct forts, or open roads, as may be deemed expedient, and the Meyong Abors will not take umbrage at such arrangements, or have any voice in such matters.

ARTICLE 4.

The Meyong Abors recognize all persons residing in the plains in the vicinity of the Meyong Hills as British subjects.

ARTICLE 5.

The Meyong Abors engage not to molest or to cross the frontier for the purpose of molesting residents in the British territory.

ARTICLE 6.

The communication across the frontier will be free both for the Meyong Abors and for any persons, British subjects, going to the Meyong villages for the purpose of trading or other friendly dealings.

ARTICLE 7.

The Meyong Abors shall have access to markets and places of trade which they may think fit to resort to; and on such occasions they engage not to come armed with their spears and bows and arrows, but merely to carry their daos.

ARTICLE 8.

Any Meyong Abors desiring to settle in or occupy lands in the British territory engage to pay such revenue to government as may be fixed upon by the Deputy Commissioner; the demand, in the first instance, to be light.

ARTICLE 9.

ASSAM.

The Meyong Abors engage not to cultivate opium in the British territory, or to import it. No. CVI.

ARTICLE 10.

In event of any grievance arising, or any dispute taking place between the Meyong Abors and the British territory, the Abors will refrain from taking the law into their own hands, but they will appeal to the Deputy Commissioner for redress and abide by his decision.

ARTICLE 11.

To enable the Meyong Abors of the eight khels or communities, who submit to this engagement, to keep up a Police for preventing any marauders from resorting to the plains for sinister purposes, and to enable them to take measures for arresting any offenders, the Deputy Commissioner, on behalf of the British Government, agrees that the communities referred to shall receive yearly the following articles :—

- 100 iron hoes (one hundred).
- 30 maunds of salt (thirty).
- 80 bottles of rum (eighty).
- 2 seers of Abkaree opium (two).
- 2 maunds of tobacco (two).

ARTICLE 12.

The articles referred to above, which will be delivered for the first year on the signing of this engagement, will hereafter be delivered from year to year to the representatives of the eight khels or communities of the Meyong Abors as aforesaid on their meeting the Deputy Commissioner at Lalee Mookh, or at any other convenient place on the Meyong Doar side.

ARTICLE 13.

On the occasion of meeting the Deputy Commissioner, the Meyong Abors, in earnest of their continued friendly feeling, engage to make a tribute offering of a mithun, pigs, and fowls, in exchange for which they will obtain usual suitable acknowledgments.

ASSAM.

No. CVI.

ARTICLE 14.

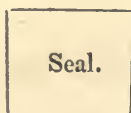
In event of Meyong Abors infringing or failing to act up to any of the provisions of this engagement, it will be considered null and void and will no longer have effect.

ARTICLE 15.

The original of this engagement, which is drawn up in English, will remain with the Deputy Commissioner of Luckhimpoor, Upper Assam, and a counterpart or copy will be furnished to the subscribing Meyong Abors.

ARTICLE 16.

In ratification of the above engagement contained in fifteen paragraphs, the Deputy Commissioner of Luckhimpoor, Assam, on behalf of the British Government, puts his hand and seal, and the recognized headmen or Chiefs of the eight khels or communities of the Meyong Abors affix their signatures or marks, this 5th day of November A. D. 1862.



Signed) H. S. BIVAR, *Major,*
Depy. Commr., 1st Class, Luckhimpoor,
and Agent, Govr. Genl., North-East Frontier.

On behalf of the community of Munkoo.	{	Lomiur Gham, his mark	×
		Taukoor " "	×
		Yabang " "	×
		Chapeur " "	×
		Taying " "	×
On behalf of the community of Ram- kong.	{	Pooruding Gham, his mark	×
		Azragi " "	×
		Kakoh " "	×
		Koling " "	×
		Goling " "	×
		Daling " "	×

On behalf of the community of Bokoong.	{	Moozung Gham, his mark	×	ASSAM.
		Sootam " "	×	No. CVI.
		Gandal " "	×	
		Bidoo " "	×	
		Takoor " "	×	
On behalf of the community of Padam-neh.	{	Yaleng " "	×	
		Kerie Gham, his mark	×	
		Taddang " "	×	
On behalf of the community of Kemi...	{	Tuttoo " "	×	
		Tassee Gham, his mark	×	
		Somuing " "	×	
		Takokh " "	×	
		Taneeh " "	×	
		Takoom " "	×	
		Takor " "	×	
On behalf of the village of Lekang ...	{	Loling " "	×	
		Lomeh " "	×	
		Basing Gham, his mark	×	
		Taming Gham, his mark	×	
On behalf of the village of Galong ...	{	Takir " "	×	
		Tussif " "	×	
		Dookang " "	×	
On behalf of the village of Ledoom ...	{	Looking Gham, his mark	×	
		Taying " "	×	

A precisely similar agreement was concluded with the Kebang Abors on 16th January 1863. The articles annually given to them are thirty maunds of salt-forty bottles of rum, four maunds of tobacco or Rupees 28 for tobacco, twenty-eight iron hoes, and two seers of opium.

ASSAM.

No. CVII.

No. CVII.

Whereas, with a view to maintain the integrity of the British territory and to preserve peace and tranquillity in the District of Luckhimpoor, Upper Assam, in the frontier bordering on the "Padoo," the "Meyboh," the "Silookh," the "Bompon," and the "Bor Abor" Hills, it is expedient to adopt certain measures, and whereas that the policy enjoined under a letter from the Officiating Commissioner of Assam, No. 11 of the 11th October, conveying the orders of the Government of Bengal in a letter No. 265 T, dated 8th August 1862, might with advantage be adopted towards the Abor clans aforesaid, pursuant thereto, at a meeting between the representatives of the Abor communities named, and the Deputy Commissioner of Luckhimpoor, Upper Assam, at Camp Dihang Dibang Mookh, on the 8th day of November A. D. 1862, the following engagement was entered into:—

ARTICLE 1.

The British territory which extends to the foot of the hills will be respected by the Abors of the communities named in the preamble.

ARTICLE 2.

The Abors hereby recognize all persons residing in the plains to be British subjects.

ARTICLE 3.

The Abors engage to take measures for preventing any parties from amongst their clansmen from molesting residents in the British territory.

ARTICLE 4.

The British Government may take up positions in the frontier, in the plains, may establish stations, post guards, or construct forts, or open roads, as may be deemed expedient, and the Abors will not take umbrage at such arrangements or have any voice in such matters.

ARTICLE 5.

The communication across the frontier will be free for the Abors and for residents in the British territory going to the Abor villages for the purpose of trade or other friendly objects.

ARTICLE 6.

ASSAM.

No. CVII.

The Abors shall have access, as heretofore, to markets and places of trade in the British territory they may think fit to resort to; but when trading, they, the Abors, engage not to come armed with their spear, bows, and arrows, but merely to carry their daos.

ARTICLE 7.

Any Abors settling or occupying lands in the British territory engage to such revenue to government as may be fixed upon; the demand, in the first instance, to be light.

ARTICLE 8.

The Abors engage not to cultivate opium in the British territory or to import it.

ARTICLE 9.

In event of the Abors having any grievance, or in case of any dispute arising between them and British subjects, the Abors will refrain from taking the law into their own hands; but they will in all cases appeal to the Deputy Commissioner and abide by his decision.

ARTICLE 10.

To enable the Abors of the clans or communities mentioned in the preamble to keep a Police for preventing any marauders from resorting to the plains for sinister purposes, and to enable them to take measures for arresting any offenders, the Deputy Commissioner, on behalf of the British Government, undertakes that the Abor communities referred to shall receive yearly the following articles :—

One hundred iron hoes.
Forty maunds of salt.
One hundred bottles of rum.
Two maunds of tobacco.

ARTICLE 11.

The articles referred to above, which will be delivered for the first year on the signing of this engagement, will hereafter be delivered from year to year to the representatives of the communities or clans named in the preamble.

ASSAM.

No CVII.

ARTICLE 12.

On the occasion of the yearly meeting of the Deputy Commissioner and the Abors, the usual exchange of offerings and presents will take place.

ARTICLE 13.

In event of the Abors failing to act up to the provisions of this engagement, it will be null and void.

ARTICLE 14.

The original of this engagement, which is drawn up in English, will remain with the Deputy Commissioner of Luckhimpoor, Upper Assam, and a counterpart or copy will be furnished to the representatives of the Abor communities aforesaid.

ARTICLE 15.

In ratification of the above engagement contained in fourteen paragraphs, the Deputy Commissioner of Luckhimpoor, Upper Assam, puts his hand and seal, and the representatives of the Abor communities affix their marks or signatures, this eighth day of November 1862.

(Signed) H. S. BIVAR,
Deputy Commissioner.

On behalf of Meyboh	...	...	Popang Gham, his mark	×
On behalf of Padoo	...	...	Toomkur „ „	×
On behalf of Silookh	...	...	Moskokh „ „	×
On behalf of Bomjeon	...	...	Joloong „ „	×
On behalf of the Bor Abors	...	...	Junbang „ „	×
On behalf of the Bor Silookh Abors			Karmood, son of Onoo Gham, his mark	×
On behalf of Toomkoo Padoo Abors			Meyong Gham, his mark	×

BHOOTAN.

(*Vol. I., pages 142—150.*)

The Districts of Bhootan between the hills and the British frontier are known as the Doars, and take their names from the different passes which lead through the hills into Bhootan. Besides the Kooreapara Doar,

BENGAL DOARS.

- *1. Dalimkote.
2. Zamerkote.
3. Cheemarchee.
4. Lukhee.
5. Buxa.
6. Bulka.
7. Bara.
8. Gooma.
9. Reepoo.
10. Cheerung or Sidlee.
11. Bagh or Bijnee.

ASSAM DOARS.

Kamroop Doars.

12. Ghurkola.
13. Banska.
14. Chappagoree.
15. Chappakhamar.
16. Bijnee.

Durrung Doars.

17. Booree Gooma.
18. Kulling.

formerly governed by the Twang Rajah, who was immediately dependent on Lassa, there are in all eighteen* Doars, eleven on the Bengal frontier and seven on the frontier of Assam. Over the Bengal Doars, which extend from the Teesta, on the eastern boundary of Sikhim, to the Monas, the Bootiahs have for long years held sovereign dominion; and previous to the annexation of Assam by the British Government during the first Burmese war, the Bootiahs had also wrested four of the Assam Doars from the Native government, while the other three were held on a sort of joint tenure by the Bootiahs and Assamese. How long this state of things had existed is not precisely known. The

Bootiahs paid to the Assam government for the Doars a tribute of Rupees 3,049, partly in money and partly in goods; and after the annexation of Assam, the tribute was paid to the British Government, who also continued the system of joint occupation of the three Doars of Kooreapara, Booree Gooma, and Kulling, holding them for four months every year, and making them over to Bhootan for the other eight months.

In 1828 the Bootiahs began the long series of outrages on the British frontier, which has ended in the annexation of all the Doars. The first attack was on Chatgaree, in the Durrung Zillah, by freebooters from the Booree Gooma Doar, and was followed by the occupation of the Doar by the British Government till 31st July 1834, when it was restored on evidence being given, afterwards ascertained to be false, of

BHOOTAN. the death of the leader of the freebooters. In May 1835 an attack was made on Nowgong, in Zillah Kamroop, from the Bijnee Doar, and in November of the same year another incursion was made into the Durrung District from the Kulling Doar.

Two months afterwards, in January 1836, another daring incursion attended with loss of life and property was made from the Banska Doar into the Kamroop District, headed by an influential Talookdar, who took refuge with the Dewangiri Rajah; thereupon the Banska Doar was temporarily occupied. The Dewangiri Rajah did not surrender the offenders till after he had been defeated in battle: eventually, at the humble entreaty of the Bootiahs, the Doar was restored.

The unsatisfactory state of affairs on the frontier determined government to send a friendly mission to the Bhootan Court, and, if practicable, to Lassa: Captain Pemberton was appointed envoy. Besides procuring information and statistics of the nature and resources of the country, and its political relations with Nepal and China, the chief object of the mission was to establish our frontier relations with Bhootan on an improved footing, and to provide for the punctual payment of the tribute which had fallen into arrears to the extent of about Rupees 45,500. This object was to be secured, if possible, by inducing the Bhootan government to make over the Doars to the management of the British Government in consideration of such annual payment as might be agreed upon, or by the commutation of tribute to a cession of land. Subsidiary to this political object was the improvement of commercial intercourse with Bhootan. The mission reached Poonakha on 1st April 1838, where it was well received; but Captain Pemberton utterly failed in coming to any satisfactory understanding with the Bhootan government. The country was suffering from the effects of a recent revolution. The new Deb Rajah, who had a short time previously succeeded to office by the deposition of his predecessor, was scarcely established in power, and the deposed Deb still held possession of Tassisudon. The Paro Pillo, who governed the Bengal Doars, and the Tongso Pillo, who governed the Doars of Assam, had established themselves in positions of virtual independence, while the latter had considerably strengthened his authority by inducing the priesthood to recognize in his son the regeneration of the Dhurm Rajah.

Under these circumstances the mission withdrew on 9th May, and the British Government had no course left but to take its own measures for the protection of the frontier. BHOOTAN.

In the mean time outrages on the frontier did not cease. In 1839 the Bootiahs carried off twelve British subjects, some of whom they murdered. The aggressions were committed less from the Western Doars under the Paro Pillo than from the Eastern under the Tongso Pillo, and the Kooreapara Doar under the Twang Rajah, an immediate dependent on the government of Lassa; a distinction in the policy pursued towards the frontier Governors of Bhootan was therefore deemed necessary. In October 1839 the Kulling, Booree Gooma, and Kooreapara Doars were attached, and the Bhootan government were informed that they would not be given up till the kidnapped subjects of the British Government were released, all arrears of tribute paid, and till the British Government were satisfied that the Central government in Bhootan were able to control their frontier Officers.

The deputation of another mission was suggested in 1841. The Deb Rajah was believed to be willing to farm all his Doars to the British Government; but as Bhootan was at the time in a state of anarchy, no good result could be expected from further negotiation. A letter was therefore addressed to the Deb Rajah on the 14th of June, warning him that, should the country continue much longer in a state of anarchy and our frontier be violated, the British Government would be compelled to occupy the remaining Doars. This letter produced no effect; and as the measures already taken had been approved by the Court of Directors, the Agent to the Governor General was authorized, on 6th September 1841, to attach the remaining Assam Doars as he might see to be proper and expedient.

The occupation of the three Doars in 1839 had been confessedly only temporary; but as the demands of the British Government had not been complied with up to September 1841, and the possible restoration of the Doars to Bhootan prevented the repopulation and improvement of the districts, the Agent to the Governor General suggested that the permanent annexation of the districts should be proclaimed, and that a share of the net revenues from one-third to one-half should be allowed to the Bhootan government. The permanent annexation of the Doars was agreed to, not only on grounds of policy and humanity,

BHOOTAN. but also on the ground that the tenure on which the Doars had been held by the Bootiahs for a certain portion of each year gave them no title to claim them as their own territory. The right of supremacy, it was asserted, had remained with the rulers of Assam, by whom the use of the Doars for certain months of the year had been granted to the Bootiahs as the price of their forbearance from plundering; and all that the Bootiahs had any pretension to was an equivalent for the value of the Doars to them previous to their resumption. This compensation was to be given on condition of abstinence from all marauding encroachments on British territory, on a calculation of the average profit which the Bootiahs had derived from the Doars for a period of five or ten years before their attachment. No data, however, existed on which to base such a calculation, and on 8th March 1843, Government agreed to pay to the Bootiahs one-third of the net revenues. At first the Bhootan Durbar refused to accept it, and the Deb and Dhurm Rajahs, and the Tongso Pillo, in September 1843, sent a deputation to Calcutta to demand the restoration of the Doars. This deputation departed without attaining its object, and eventually the Bhootan government accepted the arrangement. The first payment made to Bhootan was Rupees 8,334 only on the Assam Doars, exclusive of a payment of Rupees 5,000 on the Kooreapara Doar under a separate engagement.* This sum of Rupees 8,334 was calculated to be one-third of the net revenues as they stood in 1844, viz. :—

					Rs.	A.	P.
Booree Gooma	...	...	...	...	4,989	2	8
Kulling	...	...	...	...	1,752	8	0
Banska	...	...	...	...	15,622	7	5
Ghurkola	...	...	...	...	726	8	0
Bijnee	...	...	...	...	1,109	10	3
Chappagoree	...	...	...	...	1,830	2	0
Chappakhamar	...	...	...	...	73	0	7
Total ...					26,104	6	11

The net revenue of Kooreapara in the same year was Rupees 12,450-14-7, but as the Bootiahs were not content with one-third of this sum, Rupees 5,000 were paid, and the payment on the Assam Doars

* See Vol. I., pages 143 and 145.

was afterwards raised to Rupees 10,000, making the annual payment Rupees 15,000 in all, viz., Rupees 5,000 for the Kooreapara Doar, and Rupees 10,000 for the other Assam Doars. BHOOTAN.

In 1855 two Rajahs from Bhootan, one an uncle of the Dhurm Rajah and the other the Jadow or Dewangiri Rajah, also a relative of the Dhurm Rajah, were deputed to Gowhatty to demand an increase of the share of the revenues of the Doars; they were unsuccessful, and on their return to Bhootan they took occasion to commit several outrages in the Banska Doar, chiefly on the persons and property of government Officials. They plundered property to the value of Rupees 2,868, and tortured people to make them disclose their treasures. At the same time several incursions were made by Bootiahs from the hills, which were instigated by the Dewangiri Rajah, who was also the receiver of the stolen property. At this time the Dhurm Rajah was powerless in Bhootan. He had been deprived of his seals by rebellious Soobahs, and was anxious to put himself under the protection of the British Government. The British Government, of course, declined to interfere in the internal disputes of Bhootan, but a demand was made on the Deb and Dhurm Rajahs and the Tongso Pillo or Penlow, the Chief Bootiah Authority on the Eastern Frontier, for the surrender of those who had violated British territory, and orders were given to close the passes from the hills to the Doars if this demand should not be promptly complied with, or if any more outrages were committed. The Dewangiri Rajah, however, was removed from office by the Deb Rajah, and the Tongso Pillo, his brother, was fined double the amount of the property stolen. Under these circumstances, the passes were re-opened; and government limited its further demand to the recovery of an equivalent for the property stolen, the value of which (Rupees 2,868) was deducted from the Bootiah share of the revenue of the Doars.

The Tongso Pillo then addressed a threatening letter to the British Frontier Officers, demanding the payment of half the fine inflicted on him by the Deb Rajah and the surrender of some of the Bootiah offenders, who had been seized by the British Officers and were under trial. It was also reported that the Dewangiri Rajah was building forts, opening roads, and apparently preparing to harass our frontier. Precautions were at once taken for the protection of the frontier, and the permanent annexation of the

BHOOTAN. Bengal Doars was not only threatened but was ordered in the event of any repetition of aggressive movements on the part of Bhootan. The Deb Rajah was informed that although he might be ostensibly well disposed toward the British Government, yet if he was unable or unwilling, or remiss in his endeavours, to restrain his subordinate Chiefs, it could not be permitted that, for this want of power, or want of will, or want of energy, the subjects of the British Government should suffer, and that he must share in the penalty due to the delinquencies of those who owned his authority, and for whose acts of aggression on British territory he must be considered responsible.

The Dhurm and Deb Rajahs, the Tongso Pillo and the Dewangir Rajah, all apologized for their previous misconduct. Meanwhile, however, another outrage had been committed in the Gowalpara District. Arung Sing, the hereditary Zemindar of the Gooma Doar, who had taken refuge in British territory from a cruel imprisonment, was carried off from his residence in Mouza Pettah by a party of armed Bootiahs. A demand was made on the Bhootan government for the punishment of the offenders, and an apology for the acts of their dependants. This demand was accompanied with a warning that if atonement were not made for this new aggression, the Government of India would hold itself free to take permanent possession of the Bengal Doars. On the other hand, if full satisfaction should be offered for the aggression committed in carrying off Arung Sing, correspondence with the Tongso Pillo was to be resumed, and the Bootiah share of the Doar revenue was to be raised to Rupees 12,000.

No reply to the remonstrance was received from the Dhurm Rajah at all, while that of the Deb Rajah, not only in the case of Arung Sing, but in answer to the demand for the surrender of parties charged with dacoity and the murder of a British subject at Shaftabari, in Rungpore, was evasive and unsatisfactory. Further outrages also were reported: A British merchant, named Saligram Asaval, who had gone to Mynagore to trade, was seized, and his release was refused. Two men also, with their wives, were forcibly carried away from Cooch Behar. A corps of observation was moved to the frontier, but before putting into execution the threatened annexation of the Doars, the Government of India desired to have full information on the political condition of Bhootan, in regard to which their information was curiously imperfect.

The enquiries made by the Bengal Government established the impression that the Central government of Bhootan at Tassisudon does, under ordinary circumstances, exercise an effective control over the subordinate provincial Governors or Soobahs, but that the degree of control varies with the state of parties at Court, and had of late been weakened by contentions for the office of Deb Rajah. It was reported that the Deb Rajah, a usurper, had recently died, and been succeeded by a new ruler with the entire consent of the party of the Dhurm Rajah, a change which was considered to be favorable to the cause of good order on the frontier, where the authority was divided between the Tongso Pillo in the Eastern Doars, the Paro Pillo in the Western, and the Deb Rajah himself in the Central Doars, each Doar, however, being directly under a Soobah or local Governor. Under these circumstances, having regard to the change which had taken place in the persons composing the government of Bhootan, and apparently in the temper of those authorities, it was determined not to proceed at once to coercion, but to make one more demand on the Dhurm and Deb Rajahs, with the warning that, if the demand should fail of success, the Government of India would take measures at its own pleasure for enforcing it. The measures suggested were the seizure in permanent possession of the tract of country which the Bhootan government held on this side of the Teesta, which was ceded to them more than seventy years ago, and was held by the British Government in farm; and if this did not prove sufficient, the occupation and retention of the Julpesh District beyond the Teesta, but not reaching to the Doars.

The outbreak of the mutinies prevented the execution of these measures. But on 15th April 1859, the Bengal Government submitted a list of the aggressions committed by the Bootiahs since 1857: it showed a total of thirty-three cases, in which 45 persons had been carried off by the Bootiahs, of whom 27 had been released, 1 had made his escape, and 17 remained in captivity. In one case the Bootiahs had also carried off property to the value of Rupees 20,936. With reference to these occurrences, the Governor General in Council decided that the time for coercion had arrived. The territory known as the Ambarree Fallacottah, on this side the Teesta, which was held in farm from Bhootan, was taken possession of; a letter was addressed to the Deb Rajah, stating

BHOOTAN. categorically the circumstances of each case of outrage, and requiring not only the restoration of captives, but the punishment of the guilty parties, and informing the Rajah that the territory would not be given back till full reparation should be made.

In the mean time the outrages in British territory and the territories of the Rajahs of Cooch Behar and Sikhim had not ceased. The marauders in these fresh dacoities belonged chiefly to the Balka, Sedlee, and Cheerung Doars. During the negotiations with Sikhim at the close of the Sikhim war, the Bhootan government repeatedly attempted to procure, through the Superintendent of Darjeeling and through the envoy to Sikhim, the payment of the rent of Ambaree Fallacottah, and after the conclusion of the Sikhim Treaty, the Bhootan Authorities had been threatening Sikhim, on the pretence that it was owing to the rupture between the British Government and Sikhim that the Ambaree Fallacottah rents had been withheld. The Deb Rajah, however, was informed that the stoppage of the rents was owing solely to the refusal of the Bhootan government to comply with the just demands of the British Government. But as it was doubtful whether, in consequence of the usurpations of the frontier Governors, the letters to the Central government of Bhootan were not intercepted, the Government of Bengal proposed to send a mission to Bhootan and permanently to locate a British Agent at the Court of the Deb Rajah.

The Government of India, with the approval of the Secretary of State in Council, determined that a mission should be sent to explain what the demands of the British Government were and what would be done if they were not conceded, and also to make our engagement with Sikhim clearly understood to the Bootiahs. But the expediency or otherwise of placing an Agent in Bhootan was to be left for consideration after the result of the mission was known.

A messenger was despatched with a letter to the Deb and Dhurm Rajahs, informing them of the intention to send an envoy and enquiring by what route the Bhootan government would wish him to proceed. On 11th October 1862, the Government of Bengal urged that the mission should start not later than the 25th of December 1862, and should proceed from Darjeeling across the Teesta into Bhootan, and march direct by the best and shortest route to Tassisdun or to

Poonakha, if the Durbar had not left its winter quarters by the time the mission arrived there. They suggested that another special messenger should be sent to announce the appointment of the envoy by name and the route by which he would march. But as the selection of the route of the mission had been left to the Deb and Dhurm Rajahs, the Governor General in Council resolved to await the answer to be brought by the special messenger. He arrived towards the end of 1862 with an evasive letter from the Deb Rajah, who expressed himself ready to receive the Agent to the Governor General, to converse about the Assam Doars; asked for payment of the Ambaree Fallacottah rents; intimated that the Dhurm Rajah was averse to an interview, and that Zinkaffs would be deputed to adjust the disputes when the season would permit.

With reference to this, the Bengal Government urged that, instead of waiting for the Zinkaffs, the mission should be dispatched at once, as it was impossible for the questions in dispute to be settled satisfactorily in any other way. But the Governor General was of opinion that as the Bhootan government had been asked to point out the route which the mission to Bhootan was to follow, it would not be advisable at so late a period in the cool season to raise a new question by selecting a route without waiting for the formal reply from the Bhootan rulers.

Up to the 19th March 1863 nothing more was heard of the promised deputation of the Zinkaffs, and as the messengers who had, as usual, come down to receive their share of the revenues of the Assam Doars, knew nothing of any intention on the part of the Bhootan government to send the deputation, it was finally determined that the envoy should proceed from Darjeeling after the rains of 1863, furnished with instructions, which were approved by Her Majesty's Government, and with a Draft Treaty which he was to negotiate.

Before the mission commenced their journey, information was received of the outbreak of a revolution in Bhootan, headed by the Soobah of Poonakha, who was supported by the Tongso Pillo, the Soobahs of East Bhootan, and the Dalimkote Soobah, and some of the western Chiefs, to overthrow the Deb Rajah, whose cause was espoused by the Paro Pillo, the Soobah of Tassisudon, and a few of the western Soobahs. The revolution was successful, and as the envoy reported that he did not

BHOOTAN. think that any serious difficulties would be placed in the way of the mission, and that the Soobah of Dalimkote had promised to give all the assistance in his power on the way to Tassisudon, the mission was, on 21st December 1863, authorized to start on their journey. The envoy reached Poonakha on the 13th of March, where he found the Deb and Dhurm Rajahs were puppets in the hands of the Tongso Pillo, the successful head of the late insurrection. By this man, who refused to treat except on condition of the restoration of the Assam Doars the mission were subjected to gross outrage and insult; with difficulty they obtained permission to return after the envoy had signed under compulsion an agreement that the British Government would re-adjust the whole boundary between the two countries, restore the Assam Doars, deliver up all run-away slaves and political offenders who had taken refuge in British territory, and consent to be punished by the Bhootan and Cooch Behar governments acting together if they ever made eneroachments on Bhootan. The envoy resolved to sign this document after considering in concert with the other Officers of the mission and rejecting as more embarrassing to government every other course which appeared open to him.

The engagement which had been extorted from the envoy was at once repudiated by the British Government, and as a punishment for the outrageous treatment to which the mission had been subjected the Ambaree Fallacottah was declared (No. CVIII.) to be permanently annexed to the British dominions, and the payment of revenue to Bhootan from the Assam Doars was stopped for ever, and the Bhootan government were informed that if the demands of the British Government were not complied with by 1st September 1864, such further measures would be taken to enforce these demands as might appear to be necessary. No steps having been taken within the time specified to comply with these demands, the Bengal Doars were permanently annexed (No. CIX.) to the British territories, and the districts were occupied in force by British troops.

No. CVIII.

BHOOTAN.

No. CVIII.

Khureeta to His Highness the DEB RAJAH,—(dated Simla, the 9th June 1864.)

You are well aware that for many years past wanton outrages have been committed by your subjects within the territories of the British Government and within the territories of the Rajahs of Sikkim and Cooch Behar, who are under British protection. Men, women, and children have been kidnapped and sold into slavery; some have been put to death; others have been cruelly wounded; and much valuable property has been carried off or destroyed. These outrages, it is well known, are not the act of individual criminals, who set the laws of Bhootan at defiance; they are perpetrated with the knowledge and at the instigation of some of the leading Chiefs of Bhootan. Over a period of thirty-six years these aggressions have extended. Many remonstrances have been in vain addressed to the Bhootan government, and the British Government has been compelled, in its own defence and the defence of its protected and subordinate allies, to have recourse to measures of retribution. In 1828 and 1836 the British Government were most reluctantly forced to occupy the Booree Gooma and the Banska Doars, but these districts were subsequently restored to the Bhootan government in the hope that the Bhootan government would fulfil the offices of friendship towards their neighbour by restraining their subjects from the commission of such aggressions for the future.

This hope proved illusory, and after the British Government had in vain endeavoured to secure a better understanding with the Bhootan government by means of a friendly

* Ghurkola. | Ghappakhamar.
Banska. | Bijnee.
Chappagoonee. | Booree Gooma.
Kulling.

mission, it became necessary in 1841 to annex permanently to the British dominions the seven* Assam Doars,

a measure which, it was believed, would convince the Bhootan government that British territory cannot with impunity be persistently and wantonly violated. Nevertheless, the British Government, willing to believe in the friendship of your government, and careful only to secure an undisturbed frontier and to live at peace with the people of Bhootan, paid to your government annually a sum of Rs. 10,000 from the revenues of these Doars.

BHOOTAN.

No. CVIII.

But even this moderation on the part of the British Government, this sign of its anxiety above all things for peace, was misunderstood. Outrages did not cease. Precautions had to be taken for the defence of the British Frontier, and not only the Deb and Dhurma Rajahs, but the local Governors on the frontier, particularly the Tongso Pillo, had to be distinctly warned that, unless these insults to the British Government were put a stop to, the British Government would have no alternative but to resort to further measures of retribution.

These warnings were ineffectual; it is unnecessary to repeat the numerous acts of aggression to which the British Government patiently submitted, and the further remonstrances which were addressed to your government before they carried their threats into execution by the stoppage of the rent of Rupees 2,000 a year for the Ambaree Fallacottah, which the British Government held in farm. Of the reasons which forced the British Government to this measure, your government were duly informed, and you were warned that the rents of Ambaree Fallacottah would not be paid until full reparation should be made, captives released, and the guilty parties punished. These measures also proved ineffectual; and as the British Government were unwilling to be committed to a course of retributive coercion, it was determined to make one effort more by peaceful negotiation and the dispatch of a friendly mission to explain fully the demands of the British Government and to put the relations of the two governments on a satisfactory footing. Of this intention the Bhootan government were informed in 1862 by a special messenger, who carried letters to the Deb and Dhurma Rajahs, and by more recent letters addressed to you by the Honourable the Lieutenant Governor of Bengal. The mission, under the conduct of the Honourable Ashley Eden, a high functionary of the British Government and my envoy and plenipotentiary, reached your Court at Ponaka on 13th March 1864. Mr. Eden was the bearer of a Draft Treaty which he was instructed to negotiate with you. The terms of that Treaty were so just and reasonable, and so favorable to the best interests of both governments, that I did not anticipate its rejection, more especially as Mr. Eden had full discretion to modify any of the details not inconsistent with the principles of the Treaty to meet the wishes of the Bhootan government. It was, of course, optional with you to accept or reject this Treaty in whole

BHOOTAN.

No. CVIII.

or in part, and had you received my envoy in the manner suited to his rank as my representative, and as by the usages of nations he ought to have been received, but declared your inability to accede to the demands of the British Government, this rejection of my proposals, however much to be regretted as forcing the British Government to coercive measures for the protection of the persons and property of its subjects, would not in itself have been an offence.

But you are aware that not only have the just demands of the British Government been refused, but they have been refused in a manner disgraceful to yourself and to your Durbar and insulting to the British Government. Not only has the envoy deputed to your Court not been received with the dignity due to his rank; he has not even received that protection from personal insult and violence which is extended to an envoy by the laws of all nations save the most barbarous. By the Tongso Pillo and his coadjutors in Council the letter addressed to you on the part of the British Government has been treated with contumely; my envoy was publicly insulted and derided in your own presence, and has been compelled under threats of personal violence to sign an engagement agreeing to restore the Assam Doars.

This engagement I entirely repudiate, not only because it was beyond Mr. Eden's instructions to agree to any such terms, but because the engagement was extorted from him by personal violence and threats of imprisonment. The treatment to which the mission which was deputed to your Court to remove all causes of dispute by peaceful negotiation was subjected, has been so disgraceful, that the British Government cannot allow the government of Bhootan to go unpunished.

I am aware that your authority has been usurped by the Tongso Pillo and other Chiefs, but it cannot be permitted that, for the insubordination of your Chiefs and the internal distractions which weaken the government of Bhootan, the subjects of the British Government should suffer and the envoy of the British Government should be insulted and maltreated.

I therefore inform you that the district of Ambaree Fallacottah, heretofore held in rent from the Bhootan government, is permanently annexed to the British dominions, and that all payments of rent from that district and of revenues from the Assam Doars to the Bhootan

BHOOTAN, government have ceased for ever. You have been informed both in writing and by my envoy that all British subjects of Cooch Behar and Sikkim, of whom there are said to be more than three hundred, who are now held captive by your Chiefs and in your monasteries, or are detained in Bhootan against their will, must be released, and that the property which has been carried off from British territory, or Cooch Behar, or Sikkim within the last five years, must be restored. I now warn you that, unless these demands are fully complied with by the 1st day of September next, that is, three months from this date, I shall take such further measures to enforce these demands as may seem to me to be necessary.

(Signed) JOHN LAWRENCE.

The same to the Dhurm Rajah.

No. CIX.

PROCLAMATION.

FOREIGN DEPARTMENT.

POLITICAL.

Fort William, the 12th November 1864.

For many years past outrages have been committed by subjects of the Bhootan government within British territory, and in the territories of the Rajahs of Sikkim and Cooch Behar. In these outrages property has been plundered and destroyed, lives have been taken, and many innocent persons have been carried into and are still held in captivity.

The British Government, ever sincerely desirous of maintaining friendly relations with neighbouring States, and specially mindful of the obligations imposed on it by the Treaty of 1774, has endeavoured from time to time by conciliatory remonstrance to induce the government of Bhootan to punish the perpetrators of these crimes, to restore the plundered property, and to liberate the captives. But such remonstrances have never been successful, and, even when followed by serious warning,

have failed to produce any satisfactory result. The British Government has been frequently deceived by vague assurances and promises for the future, but no property has ever been restored, no captive liberated, no offender punished, and the outrages have continued.

In 1863 the Government of India, being averse to the adoption of extreme measures for the protection of its subjects and dependent allies, despatched a special mission to the Bhootan Court, charged with proposals of a conciliatory character, but instructed to demand the surrender of all captives, the restoration of plundered property, and security for the future peace of the frontier.

This pacific overture was insolently rejected by the Government of Bhootan. Not only were restitution for the past and security for the future refused, but the British envoy was insulted in open Durbar, and compelled, as the only means of ensuring the safe return of the mission, to sign a document which the Government of India could only instantly repudiate.

For this insult the Governor General in Council determined to withhold for ever the annual payments previously made to the Bhootan government on account of the revenues of the Assam Doars and Ambaree Fallacottah, which had long been in the occupation of the British Government, and annexed those districts permanently to British territory. At the same time, still anxious to avoid an open rupture, the Governor General in Council addressed a letter to the Deb and Dhurma Rajahs, formally demanding that all captives detained in Bhootan against their will should be released, and that all property carried off during the last five years should be restored.

To this demand the government of Bhootan has returned an evasive reply, from which can be gathered no hope that the just requisitions of the Government of India will ever be complied with, or that the security of the frontier can be provided for otherwise than by depriving the government of Bhootan and its subjects of the means and opportunity of future aggression.

The Governor General in Council has therefore reluctantly resolved to occupy permanently and annex to British territory the Bengal Doars of Bhootan, and so much of the Hill Territory, including the Forts of Dallingkot, Pasakha, and Dewangiri, as may be necessary to command

BHOOTAN. the passes, and to prevent hostile or predatory incursions of Bhootanese into the Darjeeling District or into the plains below. A Military Force
No. CIX. amply sufficient to occupy this tract and to overcome all resistance, has been assembled on the frontier, and will now proceed to carry out this resolve.

All Chiefs, Zemindars, Munduls, Ryots, and other inhabitants of the tract in question are hereby required to submit to the authority of the British Government, to remain quietly in their homes, and to render assistance to the British troops and to the Commissioner who is charged with the administration of the tract. Protection of life and property and a guarantee of all private rights is offered to those who do not resist, and strict justice will be done to all. The lands will be moderately assessed and all oppression and extortion will be absolutely prohibited.

The future boundary between the territories of the Queen of England and those of Bhootan will be surveyed and marked off, and the authority of the government of Bhootan within this boundary will cease for ever.

By order of the Governor General in Council,

H. M. DURAND, *Colonel,*
Secy. to the Govt. of India.

COOCH BEHAR.

(*Vol. I., pages 151—153.*)

COOCH
BEHAR.

No. CX.

On 11th March 1862, Rajah Nurinder Narain received a Sunnud (No. CX.) guaranteeing to him the right of adoption. He died in August 1863, and was succeeded by his infant and only legitimate son Nirp Indur Narain. A British Officer has been appointed Commissioner to conduct the administration during the minority. The abolition of slavery in Cooch Behar has been formally proclaimed.

No. CX.

COPY of Sunnud to Rajah of Cooch Behar, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and the customs of your race will be recognized and confirmed.

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.

(Signed) CANNING.

On 11th March 1862, Sunnuds (No. CXI.) guaranteeing the right of adoption were conferred on the Chiefs of the sixteen Tributary Mehals.

No. CXI.

COPY of a Sunnud to sixteen Tributary Mehals of Cuttack, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

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.

(Signed) CANNING.

BURMAH.

(*Vol. I., pages 199—221.*)

BURMAH.

No. CXII.

In May 1862 the Chief Commissioner of British Burmah was instructed to visit Ava for the purpose of coming to an understanding with the Court of Burmah on several questions, more especially relating to matters of commercial importance, which were then under discussion. On 10th November 1862 he concluded a Treaty (No. CXII.) for the protection of trade and the establishment of free intercourse with Burmah. An Agent to the Chief Commissioner was appointed to reside at Mandalay to prevent misunderstandings arising as to the provisions of the Treaty.

No. CXII.

TREATY with the King of Burmah, dated the 10th November 1862.

On the 10th day of November 1862, answering to the 5th day of the waning moon Tatshoungmon 1224, Lieutenant Colonel A. P. Phayre, Chief Commissioner of British Burmah, having been duly empowered by His Excellency the Right Honourable the Earl of Elgin and Kincardine, K. T. and G. C. B., Viceroy and Governor General of India, and Woongyee Thado Mengyee Maha Menghla-thee-ha-thoo, having been duly empowered by His Majesty the King of Burmah, concluded the following Treaty :—

ARTICLE I.

The Burmese and British rulers have for a long time remained at peace and in friendship; peace shall now be extended to future generations, both parties being careful to observe the conditions of a firm and lasting friendship.

BURMAH.No. CXII.

ARTICLE 2.

In accordance with the great friendship existing between the two countries, traders and other subjects of the Burmese government, who may travel and trade in the British territory, shall, in conformity with the custom of great countries, be treated and protected in the same manner as if they were subjects of the British Government.

ARTICLE 3.

Traders and other subjects of the British Government, who may travel and trade in the Burmese territory, shall, in accordance with the custom of great countries, be treated and protected in the same manner as if they were subjects of the Burmese government.

ARTICLE 4.

When goods are imported into Rangoon from any British or foreign territory, and declared to be for export by the Irrawaddy River to the Burmese territory, the English ruler shall, provided bulk is not broken, and he believes the manifest to be true, charge one per cent. on their value, and if he so desires, shall allow them to be conveyed under the charge of an Officer until arrived at Maloon and Mehla. The tariff value of goods shall be forwarded yearly to the Burmese ruler. If such goods are declared for export to other territories, and not for sale in the Burmese territories, the Burmese ruler shall, if he believes the manifest to be true, not cause bulk to be broken, and such goods shall be free of duty.

ARTICLE 5.

When goods are imported into Burmah by persons residing in the Burmese or any foreign territory, and declared to be for export by the Irrawaddy River to Rangoon, the Burmese ruler shall, provided bulk is not broken, and he believes the manifest to be true, charge one per cent. on their value, and if he so desires, shall allow them to be conveyed under the charge of an Officer to Thayet Myo, and the tariff value of such goods shall be forwarded yearly to the British ruler. If such

goods are declared for export to other territories, and not for sale in British territory, such goods shall be free according to the Customs Schedule, but goods liable to sea-board duty will pay the usual rate.

BURMAH
No. CXII

ARTICLE 6.

Traders from the Burmese territory who may desire to travel in the British territory, either by land or by water, through the whole course of the Irrawaddy River, shall conform to the customs of the British territory, and be allowed to travel in such manner as they please, without hindrance from the British ruler, and to purchase whatever they may require. Burmese merchants will be allowed to settle and to have land for the erection of houses of business in any part of the British territory.

ARTICLE 7.

Traders from the British territory who may desire to travel in the Burmese territory, either by land or by water, through the whole extent of the Irrawaddy River, shall conform to the customs of the Burmese territory, and shall be allowed to travel in such manner as they please, without hindrance by the Burmese ruler, and to purchase whatever they may require. British merchants will be allowed to settle and to have lands for the erection of houses of business in any part of the Burmese territory.

ARTICLE 8.

Should the British ruler, within one year after the conclusion of this Treaty, abolish the duties now taken at Thayet Myo and Toungoo, the Burmese ruler, with a regard to the benefit of the people of his country, will, if so inclined, after one, two, three, or four years, abolish the duties now taken at Maloon and Toungoo (in the Burmese territory).

ARTICLE 9.

People from whatever country or nation who may wish to proceed to the British territory, the Burmese ruler shall allow to pass without

BURMAH. hindrance. People from whatever country who may desire to proceed to
No. CXII. the Burmese territory, the British ruler shall allow to pass without
hindrance.

(Signed) ARTHUR PURVES PHAYRE, *Lieut.-Colonel,*
Appointed by the Viceroy and Govr.-Genl.

(Signed) WOONGYEE THADO MENGYEE MAHA MENGHLA-
THREE-HA-THOO,
Plenipotentiary to His Majesty the King of Burmah.

Ratified by the Viceroy and Governor General of India in Council
this day the 13th of December 1862.

FORT WILLIAM, } (Signed) H. M. DURAND,
The 13th December 1862. } *Secretary to the Government of India.*

MALAYAN PENINSULA.

(*Vol. I., pages 223—300.*)

Johore.—In 1862 the Tumongong of Johore, with the sanction of the British Government, entered into a Treaty (No. CXIII.) of mutual defence and protection with the Bandahara of Pahang, under the sixth Article of which all disputes between them are to be referred to the arbitration of the British Government, without whose knowledge and consent neither party is to maintain correspondence with any foreign power.

The position of the Tumongong, with reference to the lands left him in Singapore under the sixth and seventh Articles of the Treaty of 1824, was very unsatisfactory. By a Treaty (No. CXIV.) concluded on 19th December 1862, these Articles were abrogated so far as they relate to any claims or rights between the British Government and the Tumongong, his heirs or successors.

The following regulations have been established for the trial of British subjects or persons enjoying British protection within the territories of the Tumongong :—

1st. That due notice of the confinement of the prisoner, the offence with which he is charged, and the date of the intended trial, be given to the Resident Councillor at Singapore, with a view to his affording the prisoner any necessary aid, and should he deem it advisable, deputing an Officer of government to watch the proceedings of the trial.

2rd. That a certified copy of the proceedings, with translation, be forwarded to this government.

3rd. That, in the event of the prisoner being found guilty, the punishment awarded be not excessive or repugnant to English law.

MALAYAN
PENINSULA

No. CXIII.

No. CXIII.

These are to certify that a Treaty of friendship, alliance, and mutual support, which is to endure for ever, has been entered into between His Highness DATOH TUMONGONG ABUBAKAR SRI MAHARAJAH IBINI DATOH TUMONGONG DAING, IBRAHIM SRI MAHARAJAH, sovereign of Johore, of the one part, and His Highness DATOH BANDAHARA TON KORAI SRI MAHARAJAH IBINI RAJAH BANDAHARA TON TAHIR SRI MAHARAJAH of Pahang, of the other part; both parties being in perfect accord and consenting in order to regulate the countries of Pahang and Johore, their boundaries, jurisdictions, and governments, to prevent disputes hereafter, to strengthen each other, and to perpetuate the amity existing between them, it is agreed and declared as follows:—

ARTICLE 1.

There shall be perpetual peace and friendship between the parties to this Treaty and their descendants and the countries of Johore and Pahang.

ARTICLE 2.

Should the country of Johore or any of its dependencies be attacked by enemies at any time hereafter either from without or within, His Highness Dato Bandahara Ton Korais Sri Maharajah Ibini Rajah Bandahara Ton Tahir Sri Maharajah of Pahang and his successors shall, with all speed and with whatever number of followers and materials of war he may be able to command, hasten to the assistance of His Highness Datoh Tumongong Abubakar Sri Maharajah Ibini Datoh Tumongong Daing Ibrahim Sri Maharajah of Johore and his successors, and shall continue to aid him by all the means in his power until such enemies shall have been overcome, expelled, or suppressed.

ARTICLE 3.

In like manner, should the country of Pahang or any of its dependencies be attacked at any time hereafter by enemies either from without or within, His Highness Datoh Tumongong Abubakar Sri Maharajah Ibini Datoh Tumongong Daing Ibrahim Sri Maharajah of Johore and his successors shall, with all speed and with whatever number of followers and materials of war he may be able to command, hasten to the assistance of His Highness Datoh Bandahara Ton Korais Sri Maharajah

Ibini Rajah Bandahara Ton Tahir Sri Maharajah of Pahang and his successors, and shall continue to aid him by all the means in his power until such enemies shall have been overcome, expelled, or suppressed.

MALAYAN.
PENINSULA
No. CXIII.

ARTICLE 4.

Whereas doubts have been expressed by others as to the boundary between the two countries of Johore and Pahang, it is hereby declared that the River Endow has been heretofore and shall continue hereafter to be the boundary on the main land, and that the Island of Pulo Tioman, and all islands to the south of the latitude of its northern extremity, are and shall be portions of the territory of Johore, and all islands to the north of that latitude are and shall be portions of the territory of Pahang.

ARTICLE 5.

The subjects of each of the contracting parties shall be entitled to trade in the territory of the other, and to export or import merchandise, upon the same terms and with the same privileges as the subjects of such territory, and neither party nor their respective successors will impose heavier taxes, imports, or duties at any time hereafter upon the subjects or goods of subjects of the other than upon his or their own subjects or the goods of his or their own subjects.

ARTICLE 6.

The parties hereto agree that subjects of the British Government shall be entitled to trade in their respective territories upon the same terms and with the same privileges as the subjects of the said parties hereto.

ARTICLE 7.

The parties hereto agree and declare for themselves and their respective successors that should any dispute or difference arise between them or their successors at any time hereafter, either with regard to this Treaty or the matters contained in it, or with regard to any other matter or thing whatever, whether national, political, or private, the same shall be and is hereby referred to the friendly mediation and settlement of the British Government, whose award or decision shall be final and binding on both parties.

MALAYAN
PENINSULANos. CXIII
& CXIV.

ARTICLE 8.

The parties hereto agree and engage each with the other and their successors that neither shall enter into any alliance or maintain any correspondence with any foreign power or potentate whatsoever without the knowledge and consent of the other and of the said British Government.

Done at Singapore this nineteenth day of Dole Haijah in the Mahomedan year one thousand two hundred and seventy-eight, corresponding with the seventeenth day of June in the Christian year one thousand eight hundred and sixty-two, in presence of the Honourable Colonel Orfeur Cavenagh, Governor of Prince of Wales' Island, Singapore, and Malacca.

No. CXIV.

TREATY entered into between the Honourable Colonel ORFEUR CAVENAGH, Governor of Prince of Wales' Island, Singapore, and Malacca, by authority of the Right Honourable the Governor General of India in Council of the one part, and His Highness DATO TUMONGONG ABUBAKAR SRI MAHARAJAH, sovereign ruler of Johore, of the other part.

Whereas, by Article sixth of the Treaty of friendship and alliance between the Honourable the English East India Company on the one side and their Highnesses the Sultan and Tumongong of Johore on the other, concluded on the second day of August one thousand eight hundred and twenty-four, the said East India Company engaged, in the event of the said Tumongong preferring to reside permanently in any portion of his own States, and to remove for that purpose from Singapore, to pay to the said Tumongong, his heirs or successors, the sum of fifteen thousand Spanish Dollars (15,000), and by Article seventh of the said Treaty the said Tumongong, in consideration of the said payment, did thereby relinquish for himself, his heirs and successors, to the Honourable the English East India Company, their heirs and successors for ever, all right and title to every description of immovable property, whether in lands, houses, gardens, orchards, or timber trees, of which His Highness might be possessed within the Island of Singapore or its dependencies at the time he might think proper to withdraw from the

said island for the purpose of permanently residing within his own States. And whereas it has been agreed that, in consideration of His Highness Dato Tumongong Abubakar Sri Maharajah for himself, his heirs and successors, renouncing all right and claim to the payment of the aforesaid sum of fifteen thousand Spanish Dollars (15,000), and make over to the British Government certain portions of the lands of which he is now in possession at Tulloh Blanga in the Island of Singapore, as shown in the plan hereto annexed, comprising the belt of land from the public road to the sea, bounded on the west by the land occupied by the Patent Slip and Dock Company, and on the east by the land belonging to the Peninsular and Oriental Steam Navigation Company, and allowing the said government to take earth from the side of the hill to the north of Tulloh Blanga Road for the purpose of raising the low ground so made over to the said government, should the same be required for that purpose, and also making over to the said government the right to a carriage road along the eastern boundary of the Peninsular and Oriental Steam Navigation Company's land from the public road to the sea, including the use of a suitable landing place, as also the pieces of land on Mount Faber occupied by the Flag Staff Barracks and Batteries, and a right of way to the same, the said British Government shall grant unto His Highness, his heirs, executors, administrators and assigns, a title, in fee-simple, to the remainder of the lands at Tulloh Blanga aforesaid in his possession, and that Articles sixth and seventh of the said Treaty shall in consequence be abrogated and annulled: Now it is hereby concluded and agreed by and between the parties to this Treaty:—

ARTICLE 1.

That His Highness Dato Tumongong Abubakar Sri Maharajah, for himself, his heirs and successors, doth hereby for ever renounce, release, and make over unto the British Government all claim and demand whatsoever to the said sum of fifteen thousand Spanish Dollars.

ARTICLE 2.

That it is mutually stipulated and agreed between the parties hereto that Articles sixth and seventh of the aforesaid Treaty, so far as they relate

MALAYAN to any claims or rights between the British Government and His Highness
PENINSULA Dato Tumongong Abubakar Sri Maharajah, his heirs or successors
No. CXIV. shall be considered as abrogated and annulled by this agreement, an
they are hereby abrogated and annulled accordingly.

*Done and concluded at Singapore the nineteenth day of December in
the year of the Christian era one thousand eight hundred and sixth-two
corresponding with the twenty-eighth day of the month of Jemmadee-
ool-Akhir in the year of the Hegira one thousand two hundred and
seventy-nine.*

CIS-SUTLEJ STATES.

(*Vol. II., pages 273—314.*)

Mumdote.—The Chief of Mumdote was not brought under British protection with the other Cis Sutlej States in 1809, but remained a feudatory of the Lahore Durbar, to whom he furnished a contingent of one hundred horse. The Mumdote contingent fought on the side of the Seikh Army during the Sutlej campaign, but towards the close of the war, the Chief Jemalooddeen deserted to the side of the British and subsequently rendered good service, for which he received the title of Nawab, and his contingent was reduced to fifty horse in time of peace and seventy-five in war. No enquiry seems to have been made regarding the status of the Chief, nor were his relations to the British Government defined.

The Nawab so grievously misgoverned his State and misused his powers, that in 1856, after deliberate enquiry, the British Government declared his sovereign powers to be forfeited for ever, reduced the State to the position of a mere jaghire, and removed the Nawab to Lahore, where he continued to receive the surplus revenues of Mumdote after the expenses of its management by British Officials were defrayed.

In 1863 the Nawab died, and the British Government considered themselves bound to revive the fief in the person and family of his brother Jelalooddeen, who has been recognized as Nawab of Mumdote, with powers carefully restricted by Sunnud No. CXV.

CIS-SUTLEJ
STATES,
No. CXV.

No. CXV.

SUNNOD conferring the fief of Mumdots upon Nawab Jelalooddeen.

Having taken into consideration the position of yourself and relatives in consequence of the death of your late brother Nawab Jumalooddeen, I hereby confer on you the fief of Mumdots and the title of Nawab, with succession to your male issue, according to the rules of primogeniture.

This grant is subject to the following conditions:—

ARTICLE 1.

You and your successors in the fief must provide a reasonable maintenance for your relations, the descendants of yourself and Jumalooddeen.

ARTICLE 2.

You will exercise no magisterial authority within the fief, nor will you interfere in the management of the estate. You will behave properly to the proprietors and cultivators so far as you may have intercourse with them.

ARTICLE 3.

You will not interfere with the pensions of the parties named in

				<i>Annually.</i>
1.	Beebee Ranee, widow of Kootubooddeen and mother of Jumalooddeen and Jelalooddeen			Rs. 1,200
2.	Booboo Taleb, widow of Kootubooddeen, a step-mother of the above	...	...	„ 600
3.	Parsa Begum, widow of the late Nawab, and mother of his children	...	...	„ 1,200
4.	Mussamut Tajan, widow of ditto (has no children)	...	...	„ 600
5.	Booboo Shah, daughter of Kootubooddeen, and sister of the late Nawab	...	...	„ 1,200
				<hr/>
			Total Rs. ...	4,800
6.	Khan Bahadoor	6,000	{ Sons of the late } { Nawab ... }	„ 10,000
7.	Mahomed Khan	4,000		
				<hr/>
			Total	Rs. 14,800

the margin, which will be paid through Officers of the British Government, but you will receive the benefit of all lapses or reductions in pensions to the issue of present incumbents which may be sanctioned by the Governor General of India in Council.

ARTICLE 4.

CIS-SUTLEJ
STATES.

The Government demands on the fief of Mumdoté are fixed at one-third the income of the estate in lieu of all claim for expenses of management, commutation for service, Police charges, and the like, to commence from the beginning of the next Fusly year.

No. CXV.

ARTICLE 5.

You will at all times conduct yourself as a good and faithful subject of the British Crown, and will, when required, render service to the satisfaction of the British Government.

Be assured that so long as the above conditions are fully and faithfully fulfilled, the fief of Mumdoté will remain to yourself and your male issue a perpetual possession.

(Signed) J. LAWRENCE.

Dated 5th December 1864.

Bussahir.—In 1864 the Rajah of Bussahir leased (No. CXVI.) the forests in his State to the British Government for a period of fifty years, receiving a counter-engagement, which contained a pledge in respect to the system of forest management to be pursued.

No. CXVI.

The Rajah of Bussahir having found the management of his forests troublesome, desires to lease them to the British Government for a term of fifty years, and requests the Superintendent Hill States to submit the following proposals for the approval of the Punjab government :—

ARTICLE 1.

I make over the entire control of the whole forests of Bussahir to the British Government, who will appoint an English Officer to take charge of the said forests.

ARTICLE 2.

No contractor or other person shall be permitted to cut timber in any forest of my dominions, except in places and under conditions specified by the Officer appointed to be Conservator of Forests.

ARTICLE 3.

For every tree felled in the forests of Bussahir by authority of the Conservator, the British Government shall pay at the following rates :—

Deodar (Kelu)	...	...	...	...	3	8	0
Walnut (Akhrot)	...	...	...	...	2	0	0
Bireh (Bhojputea)	...	...	...	...	1	8	0
Other kinds	...	...	...	...	2	0	0

ARTICLE 4.

The accounts shall be made up quarterly or half-yearly and rendered, and payments made at the above-mentioned rates quarterly or half-yearly.

HILL
STATES.
No. CXVI.

ARTICLE 5.

I will have nothing to do with the establishments appointed by the Forest Officer. The British Government will defray all expenses connected with the conservancy of the forests, felling and transporting timber to the Sutlej, and floating down to the depôts.

ARTICLE 6.

I agree that the Officer appointed to the forest should have power of a Subordinate Magistrate, 1st Class, defined in Section 23 of Act XXV 1861, to try and decide cases of offences against property and property marks.

ARTICLE 7.

I will give every assistance required by the Conservator in the exercise of the above powers for apprehending offenders, or supposed offenders, and for confirming the penalties awarded by him.

ARTICLE 8.

I hereby grant to the British Government a lease of the forests of Bussahir for 50 (fifty) years, commencing from such date as the government may confirm the lease.

ARTICLE 9.

I will furnish an Indent to the government for any timber I may require, specifying the amount and kinds of wood and the purpose for which it is to be applied.

HILL
STATES.

No. CXVI.

ARTICLE 10.

The Zemindars shall be permitted to cut timber for fuel, charcoal, house-building, and vine frames. They are not to be prohibited from cutting down the inferior forests for purposes of cultivation.

(Signed) JOALLA DOSS, *Vuzeer.*

„ SURJEET, „

„ FUTTEHRAM, „

„ HEERANUND, „

„ JOALLA DOSS.

„ GOVERDHUN DOSS.

„ PETUMBER DOSS.

(Signed) SHAM SHERE SING,

*Rajah of Bussahir and**Rampore.**Simla, 28th June 1864.*

In presence of

LT. COL. R. C. LAWRENCE, C. B.,

Supdt., Hill States,

and DR. CLEGHORN, M. D.,

Conservator Genl. of Forests.

TRANS SUTLEJ STATES.

(Vol. II., pages 370—385.)

TRANS
SUTLEJ
STATES.

No. CXVII.

Chumba.—In 1864 the Rajah of Chumba leased (No. CXVII.) all the forests in his territories to the British Government.

Bughat.—By the Sunnud granted to the Chief of Bughat on 31st January 1862,* the tribute of Rupees 2,000 was secured by reserving lands yielding a gross rental of Rupees 2,500, including the estates of General Innes. The family, however, complained of the total loss of vassalage and cesses to which they were subjected by this arrangement; and as General Innes engaged to pay the revenue on his estates, viz., Rupees 1,002-15, without cost to government, the British Government consented to retain only those estates and to restore the other lands to Bughat, receiving the balance of the tribute, Rupees 997-1, in money. These new arrangements were embodied in a fresh Sunnud (No. CXVIII.) dated 18th July 1864, in which also an additional clause was inserted, binding the Chief to respect the revenue settlements made and the rights of the under-tenants recognized while the estate was under British administration.

No. CXVII.

DRAFT of an Agreement for the lease of the Chumba Forests.

The Rajah of Chumba finding great difficulty in arranging for the preservation of the forests in his territory has requested the aid of the British Government and has agreed to give to the British Officer whom the government may appoint for this purpose the sole control of the forests in the territory of Chumba. To give effect, therefore, to the wishes of the Rajah, the following arrangements are agreed to by the Rajah of Chumba on the one hand and by and on behalf of the British Government on the other hand:—

ARTICLE I.

The sole control of all forests in the territory of Chumba is vested in the British Government, who shall appoint an Officer to be Conservator of the same.

* See Vol. I., page 347.

TRANS
SUTLEJ
STATES.

No. CXVII.

ARTICLE 2.

The British Government shall be at liberty to place under strict conservancy management such forest tracts as it shall from time to time select, and to lay down such general rules as it thinks proper for the control of all forests.

ARTICLE 3.

Such exemption from these rules shall be granted, or such other arrangements shall be made as shall be necessary to prevent interference with any acknowledged or established rights of the inhabitants of Chumba to cut wood for their own use.

ARTICLE 4.

No contractor or other person shall be allowed to cut timber in any of the forests within the Rajah's territories, except with the express permission of the Conservator, and on the rates and under the conditions fixed by him.

ARTICLE 5.

For every Deodar (Kalu) true felled on the Chenab and its tributaries and within the Chumba territory by authority of the Conservator, the British Government shall pay to the Rajah of Chumba four (4) Rupees, and on the Ravee and its tributaries for each Deodar (Kalu) five (5) Rupees, and for other trees as follows :—

Akhrot Walnut three (3) Rupees per tree.

Boorj Birch one Rupee eight annas (1-8-0) per tree.

Susoon Ash and all other descriptions, including inferior sorts of pine, two (2) Rupees.

The above rates shall be understood to refer to trees above six (6) feet in girth, measured at man's height from the ground; for trees of a similar size half rates shall be paid.

Out of this sum one (1) Rupee per tree is to be set aside for conservancy purposes, of which the following is to be considered a detail :—

I.—Planting trees, fencing in young plantations, and arboriculture generally.

II.—For local dâks.

The expenditure for such conservancy to be entirely under the control of the Conservator, and that of the dâks under the Rajah's agency.

TRANS
SUTLEJ
STATES.

No. CXVII.

III.—The balance from this fund after paying expenses as above to be divided evenly between the Forest Department and the Rajah, and to be expended at the description of each on the construction and improvement of roads and communication generally.

IV.—That for each of the two official years, namely, 1864-65 and 1865-66, the Rajah will receive from the Conservator of Forests the sum of Rupees one thousand (Rupees 1,000) in lieu of all his claims to waif timbers on the Ravee within his territories, and that after that period and during the currency of this lease he will receive five hundred (Rupees 500) per annum on this account, all such timber becoming from date of said lease the property of the British Government.

ARTICLE 6.

The accounts shall be made up half-yearly to 30th April and 31st of October, and shall be rendered to the Rajah, and the payments made at the above-mentioned rates half-yearly in the months of May and November.

ARTICLE 7.

The British Government shall manage the Chumba forests in accordance with the general system of forest management which may be in force for similar forests within the territories of the British Government, and for the preservation of the same shall maintain such establishments as it shall consider suitable in each case. The British Government will defray all the expenses of these establishments connected with the conservancy of forests except as provided for in paragraph 5, Clauses 2 and 3.

ARTICLE 8.

The British Government, or the contractors employed by it, will defray all expenses of felling and transporting the timber, and they shall be at liberty to dispose of it by sale or otherwise at their pleasure, subject to no other claim from the Rajah than the payments referred to in

TRANS paragraph 5 of the present Agreement; and it is distinctly understood
SUTLEJ that any former or customary charge on the employés of the British
STATES. Government, such as "Dulalee," &c., is now abolished.

No. CXVII.

ARTICLE 9.

All timber passing down the Rivers Chenab and Ravee across the boundary of the Chumba territory, unless covered by a pass from the Conservator and duly marked in the manner described in the pass, shall be presumed to be the property of the British Government, and may be taken possession of as such by the Conservator or his Agents, and the onus of proving the timber to belong to any other person shall rest upon such person.

ARTICLE 10.

The Conservator shall be authorized to exercise within the Chumba territory the powers of a Subordinate Magistrate of the 1st Class, as described in Act XXV of 1861, for the trial of offences against property, and relating to property marks, mischief, assaults and contravention of such forest rules as may from time to time be in force in the territories under the government of the Punjab.

ARTICLE 11.

The Rajah engages to render every aid required by the Conservator in the exercise of the above powers for apprehending offenders or supposed offenders and for enforcing the penalties awarded by him.

ARTICLE 12.

This agreement shall continue in force for a period of twenty (20) years from the 1st of May 1864, but on the expiry of that term shall be renewable at the pleasure of the British Government for a further period of (20) twenty years, and shall then be again renewable in like manner until the term of ninety-nine (99) years from the original date (1st May 1864) shall have expired. At the expiry of that period it shall be at the option of the Rajah to renounce the agreement or enter into a fresh one.

Provided that any revision or modification of the rates and mode of payment described in Clauses 5, 6 and 13 that shall be agreed to by both contracting parties may take place at any time without affecting the continuance of the agreement or any of its provisions.

TRANS
SUTLEJ
STATES.

No. CXVII.

ARTICLE 13.

In order to secure to the Rajah a fixed moderate income from his forests, the British Government agree that a minimum payment of Rupees twenty thousand (Rupees 20,000) per annum be fixed, and that in the event of its not cutting wood to that amount in any year, the Rajah will still receive from the said government this sum as rent, and in event of the value of annual cutting being in excess of twenty thousand (Rupees 20,000) the British Government agree to pay amount at the rates fixed and as in this lease.

Executed this the tenth (10th) day of September 1864 (eighteen hundred and sixty-four), 27th Badon 1921, at Dalthousie, in presence of the undersigned.

(Signed) C. V. JENKINS, *Asst. Commr.,*
Offg. Supdt. of Chumba State.

Signature of Rajah fixed in my presence.

(Signed) EDWARD PRINSEP, *Settlement Commr.*

(Signed) GEORGE McANDREW, *Major,*
Depy. Inspr. Genl. of Police.

Certified that the word additional, and as noted in the terms of this lease and in paragraph 13, having been erroneously entered in this and 13th para. of this lease, is hereby erased by me and altered as above, and in compliance with docket memo. No. 3761, Public Works Department, dated 19th November 1864, Lahore.

(Signed) C. V. JENKINS, *Asst. Commr.,*
Offg. Supdt. of Chumba.

CHUMBA,
November 22nd, 1864. }

TRANS
SUTLEJ
STATES.

No. CXVIII.

Sunnud granted to DULEEP SING, of Bughat.

No. CXVIII.

On the death of Beejah Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Oomeid Sing, cousin of Beejah Sing, and his descendants, on certain conditions. Oomeid Sing died before this intention could be fulfilled, and I now hereby confer on you his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions:—

ARTICLE 1.

The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

ARTICLE 2.

So much of the estate of Bughat as has been acquired by Major General Innes and is assessed at Rupees 1,002-15 a year shall be retained in perpetuity by the British Government in payment of so much of the tribute, and the remainder of the tribute, viz., Rs. 997-1, shall be annually paid by the Chief of Bughat in cash to the British Government.

ARTICLE 3.

The Chief of Bughat shall respect the revenue settlements which were made, and the rights of the under-tenants which were recognized, by the British Government while the estate of Bughat was under its administration.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government, the estate of Bughat shall remain to your House a perpetual possession.

(Signed) JOHN LAWRENCE.

Dated 18th July 1864.

SINDIA.

SINDIA.

(Vol. IV., pages 199—280.)

No. CXIX.

After the capture of Gwalior by the force under Sir Hugh Rose in 1858, the fort of Gwalior continued to be occupied by British troops. During the negotiations, however, which ended in the Treaty of 12th December 1860, Lord Canning promised that the fort should be restored to Sindia, when this could with safety be done. This promise was repeated to Sindia by Lord Elgin. Its fulfilment depended on the withdrawal of the British force from Morar to some more eligible station, which was at that time contemplated. It was finally decided in 1864 that the cantonment of Morar should be maintained, and it therefore became necessary that the Gwalior fort should continue to be garrisoned by British troops. Sindia agreed (No. CXIX.) to give up his right to the restoration of the fort on receiving an increase of twelve guns to his Artillery, and on condition that his flag should fly on the ramparts of the fort; that he should be saluted from its guns; and that if at any time the British Government should withdraw from its occupation, he should be allowed to occupy it with his own troops. The documents recording these arrangements, viz., Sindia's letter of 29th March, and the Governor General's letters of 12th April and 21st December 1864, which modify the ninth Article of the Treaty of 1860, are held to constitute supplementary Articles of that Treaty.

No. CXIX.

TRANSLATION of a KHUREETA from His Highness Maharajah SINDIA, K. S. I., to the address of His Excellency the Right Honourable SIR JOHN LAWRENCE, G. C. B., K. S. I., Viceroy and Governor General of India, dated 29th March 1864.

After the usual compliments.—Your friend has become aware that your Excellency would wish to continue the occupation of the fortress of Gwalior by a British garrison in the event of the maintenance of the Morar cantonment as the Head Quarters of the subsidiary force,

SINDIA. and that, with reference to intimation given to your sincere friend by
 No. CXIX. Lords Canning and Elgin, the late Viceroys and Governors General, that
 the fort should be made over to your affectionate friend, notwithstanding
 these assurances, it is the free wish of my heart, and I hereby convey
 my written and formal consent to the occupation of the fort of Gwalior by
 British troops as long as the Government of India may deem such to be
 advisable, on the condition that my flag continues to fly from the ram-
 parts, and I am saluted from its guns according to established custom.

That should the Government of India at any time and for any reason or cause decide on withdrawing the garrison of British troops, in such case the fort would be occupied by myself in such force as is deemed sufficient for its security.

That with reference to this subject, I have requested Major Meade Agent Governor General, and Major Hutchinson, the Political Agent, to submit certain requests to your Excellency, which I hope may meet with favorable consideration.

May I always be considered a well-wisher, and occasionally be favored with accounts of your Excellency's welfare.

To the MAHARAJAH of GWALIOR.

MY HONOURED AND VALUED FRIEND,—I have received with pleasure your Highness's friendly letter, dated 29th March 1864, conveying, on certain conditions, your written and formal consent to the occupation of the fort of Gwalior by British troops as long as the Government of India may deem such to be advisable.

I agree to these conditions, viz., *1st*, that your Highness' flag shall continue to fly from the ramparts of the fort, and that your Highness will be saluted from its guns according to established custom; *2nd*, that if the Government of India should at any time and for any reason or cause decide on withdrawing the garrison of British troops from the fort, in such case the fort will be occupied by your Highness' troops in such force as may be deemed sufficient for its security.

In consideration of your Highness having consented to the above arrangement and of the friendship which the British Government entertains for you, I, provided it be decided to retain the British troops

at Morar, will agree to modify the ninth Article of the Treaty concluded with your Highness on 12th December 1860, so far as to increase the number of guns which your Highness is permitted to possess, from thirty-six (36), which is the number fixed in Article nine of the above Treaty, to forty-eight (48). SINDIA.
No. CXIX.

FORT WILLIAM, } Your Highness' Sincere Friend,
The 12th April 1864. } (Signed) J. LAWRENCE.

To the MAHARAJAH of GWALIOR.

MY HONOURED AND VALUED FRIEND,— I regret that it has not been in my power to convey to you sooner a definite decision on the subject of the fort of Gwalior. As I have now resolved to maintain a cantonment at Morar, and definitely to accept your Highness' offer of the retention of the fort of Gwalior by British troops, I hasten to fulfil the promise made to you in my letter of 12th April, and to inform you that I consent to modify the ninth Article of the Treaty concluded at Benares on 12th December 1860, which shall in future be read as follows :—

ARTICLE 9.

“The Military force of all arms hereafter to be maintained by His Highness shall at no time exceed—

“ *Artillery*.—Forty-eight (48) guns, with four hundred and eighty (480) gunners.”

“ *Infantry*.—Five thousand (5,000) drilled Soldiers.”

“ *Cavalry*.—Six thousand Sowars.”

I have directed that two complete 9-pounder batteries shall be given to your Highness from the Agra Magazine.

FORT WILLIAM, } Your Highness' Sincere Friend,
The 21st December 1864. } (Signed) J. LAWRENCE.

APPENDIX.

APPENDIX.

11 and 12 Vic., Cap. CXXVIII.

An Act for carrying into effect the Agreement between Her Majesty and the Imaum of MUSCAT for the more effectual suppression of the Slave Trade, dated 15th September 1848. MUSCAT.

Whereas on the second day of October, in the year of our Lord one thousand eight hundred and forty-five, an agreement was concluded and signed at Zanzibar between Captain Atkins Hamerton, of Her Majesty's Royal Navy, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness Seid Saeed Bin Sultan, the Imaum of Muscat, whereby it was agreed as follows :—

ARTICLE 1.

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

ARTICLE 2.

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

ARTICLE 3.

His Highness the Sultan of Muscat grants to the ships of Her Majesty's Navy, as well as those of the East India Company, permission to seize and confiscate any vessels the property of His Highness or of his subjects carrying on slave trade, excepting such only as are engaged in the transport of slaves from one port to another of his own dominions

MUSCAT. in Africa, between the port of Lamoo to the north and its dependencies, the northern limit of which is the north point of Knyhoo Island in 1°57' south latitude, and the port of Keelwa to the south and its dependencies, the southern limit of which is the Songa Manara or Pagoda Point in 9°2' south latitude, including the Islands of Zanzibar, Pemba, and Monfeq.

ARTICLE 4.

This agreement to commence and have effect from the first day of January one thousand eight hundred and forty-seven of the year of Christ, and the fifteenth day of the month of Mohurram one thousand two hundred and sixty-three of the Hegira.

Done at Zanzibar this second day of October, one thousand eight hundred and forty-five of the year of Christ, and twenty-nine day of Rumzan one thousand two hundred and sixty-one of the Hegira.

(Signed) SEID SAEED BIN SULTAN,
Imaum of Muscat.

(Signed) ATKINS HAMERTON, *Captain,*
On behalf of Her Majesty the Queen of Great
Britain and Ireland, Her Heirs and Successors.

And whereas it is expedient and necessary that effectual provision should be made for carrying into execution the provisions of the said agreement: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same, that it shall be lawful for the Commander and other Officers of Her Majesty's ships of war or of the East India Company to visit and detain in any seas, except within the limits exempted by the terms of the third Article of the said agreement, any merchant vessel belonging to the subjects of the Imaum of Muscat which shall upon reasonable grounds be suspected of being engaged in the export of

Power to Commanders of ships of war and of the East India Company to visit vessels belonging to subjects of the Imaum of Muscat, within certain limits, suspected of being engaged in the slave trade.

slaves from the African dominions of the Imaum of Muscat, or the im-
 portation of slaves from any part of Africa into his possessions in Asia, MUSCAT.
 excepting such only as are engaged in the transport of slaves from one
 port to another of his own dominions in Africa, between the port of
 Lamoo to the north and its dependencies, the northern limit of which is
 the north point of Knyhoo Island in 1°57' south latitude, and the port
 of Keelwa to the south and its dependencies, the southern limit of
 which is the Songa Manara or Pagoda Point in 9°2' south latitude, in-
 cluding the Islands of Zanzibar, Pemba, and Monfea, or any vessel fitted
 out for that purpose, and to send or carry away such vessel, together
 with its masters, sailors, passengers, slaves, and cargo, for the purpose of
 such vessel being brought to adjudication as hereinafter mentioned.

II. And be it enacted, that it shall be lawful for the High Court of
 Admiralty of England, and for all Courts of
 Vice-Admiralty in any dominions of Her Ma-
 jesty beyond the seas, including those Courts of Vice-Admiralty within the
 territories under the government of the East India Company, to take cog-
 nizance of and try any such vessel which shall be detained or captured for
 the violation of the said agreement, and to condemn any such vessel to
 Her Majesty, and adjudge as to the slaves found therein, in like manner,
 and under such and the like rules and regulations as are contained in
 any Act or Acts of Parliament in force in relation to the suppression of
 the slave trade by British owned ships, as fully as if all the powers and
 provisions contained in such Acts were re-enacted in this Act as to such
 High Court of Admiralty or Courts of Vice-Admiralty.

III. And be it enacted that every person who shall wilfully and
 corruptly give false evidence in any examina-
 tion or deposition had or affidavit taken in
 any proceeding under the said agreement or under this Act shall be
 deemed guilty of perjury, and being thereof convicted shall be subject
 and liable to all the punishments, pains, and penalties to which persons of
 wilful and corrupt perjury are liable, and every such person may be tried
 for any such perjury either in the place where the offence was com-
 mitted or in any colony or settlement of Her Majesty near thereto in
 which there is a Court of competent jurisdiction to try any such offence,

MUSCAT.

or in Her Majesty's Court of Queen's Bench in England; and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench the venue may be laid in the County of Middlesex.

IV. And be it enacted, that the dependency of any suit or proceeding instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said

Pendency of suits to be a bar to any proceedings instituted for the recovery of the vessels detained.

agreement, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue, and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage or for any injury sustained thereby or by the persons on board the same, in consequence of any capture, seizure, or detention, or any thing done under, or in pursuance of, the provisions of the said agreement.

Commissioners of the Admiralty shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

V. And be it enacted, that any ship or vessel which shall be condemned as aforesaid may be taken into Her

Vessels condemned to be sold for Her Majesty's service, or broken up.

Majesty's service, upon payment of such sum as the Lord High Admiral or the Lords

Commissioners of the Admiralty shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

VI. And be it enacted, that where any ship or vessel employed or

engaged in such illicit traffic in slaves, in violation of the said agreement, shall be seized by any ship or vessel belonging to

Captors of vessels shall, after the same are condemned, be entitled to the proceeds belonging to Her Majesty.

Her Majesty or the East India Company

and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

VII. And be it enacted, that there shall be paid to the Commander, MUSCAT.

A bounty of £5 for every slave found on board of vessels seized and condemned.

Officers, and crews of Her Majesty's ships, or the Commander, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man, woman, and child slave seized and found on board any ship or vessel, taken and condemned in pursuance of the provisions of the said agreement and of this Act; such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council, made or to be made, or by any proclamation for that purpose.

VIII. And be it enacted, that where any ship or vessel which shall

A bounty to be paid on tonnage of slave ships captured and demolished.

have been seized and condemned under the provisions of the said agreement shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinfore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

IX. And be it enacted, that where any ship or vessel having no

Where no slaves are on board a ship seized and condemned, an additional bounty to be paid on tonnage.

slaves on board shall have been seized and condemned under the provisions of the said agreement, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or those of the East India Company, an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton, and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the customs at the port where the vessel may be at the time of condemnation, or in default thereof by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board in which the bounty calculated

MUSCAT. upon the number of slaves shall be less than the bounty calculated upon the tonnage, the Commanders of Her Majesty's ships, or of those of the East India Company making the seizure, may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board.

X. And be it enacted, that all bounties payable under this Act shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships, and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

XI. And be it enacted, that the said bounty, as also all bounties payable under any of the Acts for the abolition or suppression of the slave trade, shall not hereafter be charged with Treasury fees or Exchequer fees of any description.

XII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money, the tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

XIII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned, shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

XIV. And be it enacted, that where any slaves, or persons treated MUSCAT.

In certain cases Treasury may order one moiety of the bounty to be paid.

as slaves, shall be seized on board any ship or vessel taken and condemned in pursuance of the said agreement and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

XV. Provided also, and be it enacted, that any party or parties

Parties claiming benefit under this Act may resort to the Court of Admiralty.

claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreement, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf, and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

XVI. And be it enacted, that all the provisions, rules, regulations

Regulations and penalties to which Prize Agents are liable, extended to bounties, &c., under this Act.

forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination and the distribution of prize money, and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed under the provisions of this Act to the Officers and crews of any of Her Majesty's ships and vessels of war.

XVII. And be it enacted, that where any ship or vessel belonging

Treasury may order payment of costs awarded for vessels detained, but not condemned.

in whole or in part to subjects of the Imaum, of Muscat shall have been detained and brought to adjudication by any Officers of

MUSCAT. Her Majesty the Queen of Great Britain and Ireland, or of those of the East India Company, and the said ship shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant signed by any three or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any cost or damages which may be duly awarded; provided always that nothing herein contained shall exempt such Officer from his liability to make good the payments so made when lawfully called upon either by the parties interested therein, or by order of the said Commissioners of Her Majesty's Treasury.

XVIII. And be it enacted, that when any seizure shall be made by any of the Commanders, Officers, and Crews of Her Majesty's ships or of those of the East India Company and judgment shall be given against the seizer, or when such seizure shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant signed by any three or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of such costs and expenses as the seizer may have incurred in respect of such seizure, or any proportional part thereof.

AN Act for carrying into effect the Engagement between Her Majesty and SYED SYF BIN HAMOOD, the Chief of Sohar, in Arabia, for the more effectual suppression of the Slave Trade, dated 9th May 1853.

Whereas on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-nine, an engagement was concluded between Major Hennell, the Resident in the Persian Gulf, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Syed Syf Bin Hamood, Chief of Sohar, in Arabia, whereby it was agreed as follows :—

“I, Syed Syf Bin Hamood, Chief of Sohar, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependants; such prohibition to take effect from the twenty-ninth Rujjub one thousand two hundred and sixty-five, or the twenty-first day of June A. D. one thousand eight hundred and forty-nine.

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

And whereas it is expedient that effectual provision should be made for carrying into execution the provisions of the said agreement, be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same—

SOHAR.

I. That it shall be lawful for the Commanders and other Officers

Power for Commanders of ships of war, &c., to visit, &c., vessels belonging to the Chief of Sohar, or of his subjects, suspected of being engaged in the slave trade.

of Her Majesty's ships of war, or of the East India Company, to visit and detain, in any seas, any vessel belonging to Syed Syf Bin Hamood, the Chief of Sohar, in Arabia, or to any of his subject or dependants, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves, or having been fitted out for that purpose, and to send or carry away such vessel, together with its master, sailors, passengers, slaves and cargo, for the purpose of such vessel being brought to adjudication as hereinafter mentioned.

II. It shall be lawful for the High Court of Admiralty of Eng-

As to the trial and condemnation of vessels engaged in the slave trade.

land, and for all Courts of Vice-Admiralty in any dominions of Her Majesty beyond the seas, including those Courts of Vice-Admiralty within the territories under the Government of the East India Company, to take cognizance of and try any such vessel which shall be detained or captured for the violation of the said agreement, and to condemn any such vessel to Her Majesty, and adjudge as to the slaves found therein, in like manner, and under such and the like rules and regulations as are contained in any Act or Acts of Parliament in force in relation to the suppression of the slave trade by British owned ships, as fully as if all the powers and provisions contained in such Acts were re-enacted in this Act as to such High Court of Admiralty or Courts of Vice-Admiralty.

III. Every person who shall wilfully and corruptly give false

Persons giving false evidence deemed guilty of perjury.

evidence in any examination or deposition had or affidavit taken in any proceeding under the said engagement or this Act shall be deemed guilty of perjury, and being thereof convicted shall be subject and liable to all the punishments, pains, and penalties to which persons convicted of wilful

In case of prosecution in England, venue may be laid in Middlesex.

and corrupt perjury are liable; and every such person may be tried for any such perjury, either in the place where the offence was committed, or in any colony or settlement of Her Majesty near thereto

in which there is a Court of competent jurisdiction to try any such offence, or in Her Majesty's Court of Queen's Bench in England, and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench, the venue may be laid in the County of Middlesex.

IV. The pendency of any suit or proceeding instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said agreement, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue, and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage or for any injury sustained thereby, or by the persons on board the same, in consequence of any capture, seizure, or detention, or any thing done under, or in pursuance of, the provisions of the said agreement.

V. Any ship or vessel which shall be condemned as aforesaid may be taken into Her Majesty's service, upon payment of such sum as the Lord High Admiral, or the Lords Commissioners of the Admiralty, shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

VI. Where any ship or vessel employed or engaged in such illicit traffic in slaves, in violation of the said agreement, shall be seized by any ship or vessel belonging to Her Majesty or the East India Company and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

SOHAR.

VII. There shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or the Commanders, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man, woman, and child slave seized and found on board any ship or vessel taken and condemned in pursuance of the provisions of the said agreement and of this Act; such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council made or to be made, or by any proclamation for that purpose.

VIII. Where any ship or vessel which shall have been seized and condemned under the provisions of the said agreement shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinbefore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

IX. Where any ship or vessel having no slaves on board shall have been seized and condemned under the provisions of the said agreement, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or those of the East India Company, an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton; and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the Customs at the port where the vessel may be at the time of condemnation, or, in default thereof, by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board, in which the bounty calculated upon the number of slaves shall be less than the bounty calculated upon

the tonnage, the Commanders of Her Majesty's ships, or of those of the East India Company, making the seizure, may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board. SOHAR.

X. All bounties payable under this Act shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships, and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

XI. In order to entitle the captors to receive the said bounty money, the tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

XII. In order to entitle the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

XIII. Where any slaves, or persons treated as slaves, shall be seized on board any ship or vessel taken and condemned in pursuance of the said agreement and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

SOHAR.

XIV. Any party or parties claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreement, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf; and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon, and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

XV. All the provisions, rules, regulations, forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination, and the distribution of prize money, and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed under the provisions of this Act to the Officers and crews of any of Her Majesty's ships and vessels of war.

XVI. Where any ship or vessel belonging in whole or in part to the before-mentioned Chief or his subjects or dependants shall have been detained and brought to adjudication by any Officers of Her Majesty the Queen of Great Britain and Ireland, or of those of the East India Company, and the said ship shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any costs or damages which may be duly awarded: provided always, that nothing herein contained shall exempt such Officer from his liability to make good the payments so made when lawfully called upon either by the parties interested therein or by order of the said Commissioners of Her Majesty's Treasury.

XVII. When any seizure shall be made by any of the Command- SOHAR.

Treasury may repay to the seisor of any vessel not condemned the expenses incurred by him.

ers, Officers, and crews of Her Majesty's ships, or of those of the East India Company, and judgment shall be given against the seisor, or when such seizure shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, of such costs and expenses as the seisor may have incurred in respect of such seizure, or any proportional thereof.

12 and 13 *Victoria, Cap. LXXXIV.*

**PERSIAN
GULF.**

An act for carrying into effect Engagements between Her Majesty and certain Arabian Chiefs in the Persian Gulf for the more effectual suppression of the Slave trade, dated 1st August 1849.

Whereas on the thirtieth day of April, in the year of our Lord one thousand eight hundred and forty-seven, an engagement was concluded between Major S. Hennell, the Resident in the Persian Gulf, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Sultan Bin Suggest, Shaik of Ras-el-Khyma and Shargah in the Persian Gulf, the Chief of the Joasmee Arabs, whereby it was agreed as follows :—

“I, Shaik Sultan Bin Suggest, Chief of the Joasmee tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurruum A. H. 1264 (or 10th December A. D. 1847).

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

And whereas on the said thirtieth day of April one thousand eight hundred and forty-seven, an engagement was also concluded between Major S. Hennell, the Resident in the Persian Gulf, on behalf of Her

Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Muktoom Bin Buttye, Shaik of Debaye, whereby it was agreed as follows :—

PERSIAN
GULF.

“I, Muktoom Bin Buttye, Shaik of Debaye, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrun A. H. 1264 (or 10th December A. D. 1847).

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

And whereas on the first day of May, in the said year one thousand eight hundred and forty-seven, an engagement was also concluded between the said Major S. Hennell, on behalf of Her Majesty, and Abdool Azeez Bin Rashid, Shaik of Eginan, whereby it was agreed as follows :—

“I, Abdool Azeez Bin Rashid, Shaik of Eginan, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrun, A. H. 1264 (or 10th December A. D. 1847).

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

PERSIAN
GULF.

And whereas on the said first day of May, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Abdullah Bin Rashid, Shaik of Amulgavine, whereby it was agreed as follows :—

“I, Abdullah Bin Rashid, Shaik of Amulgavine, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coast of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents; such prohibition to take effect from the 1st day of Mohurram A. H. 1264 (or 10th December A. D. 1847).”

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

And whereas on the third day of May, in the said year one thousand eight hundred and forty-seven, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Saeed Bin Tahnoon, Chief of Aboothabee, whereby it was agreed as follows :—

“I, Saeed Bin Tahnoon, Shaik of the Bin Yas, Chief of Aboothabee, with view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurram A. H. 1264 (or 10th December 1847).”

“And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exporta-

tion of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same." PERSIAN
GULF.

And whereas on the eighth day of May, in the said year one thousand eight hundred and forty-seven, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, whereby it was agreed as follows:—

"I, Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurram A. H. 1264 (or 10th December A. D. 1847).

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

And whereas it is expedient that effectual provision should be made for carrying into execution the provisions of the said several agreements, be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same, that it shall be lawful for the Commanders and other Officers of Her Majesty's ships of war, or of the East India Company, to visit and detain in any seas any vessel belonging to either of the said respective Chiefs, Shaik Sultan Bin Suggest, Chief of the Joasmee tribe, Muktoom Bin Buttye, Shaik of Debaye, Abdool Azeez Bin Rashid,

Officers Commanding ships of Her Majesty, as well as those of the East India Company, authorized to visit vessels belonging to the before-mentioned Chiefs, or to any of their subjects or dependents.

PERSIAN
GULF.

Shaik of Eginan, Abdullah Bin Rashid, Shaik of Amulgavine, Saeed Bin Tahnoon, Shaik of the Bin Yas, Chief of Aboothabee Mahomed Bin Khuleefa, Bin Subman, Chief of Bahrein, or to any of their subjects or dependents, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves or having been fitted out for that purpose, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication as hereinafter mentioned.

II. And be it enacted, that it shall be lawful for the High Court of Admiralty of England. and for all Courts of Vice-Admiralty in any dominions of Her Majesty beyond the seas, including those Courts of Vice-Admiralty within the territories under the government of the East India Company, to take cognizance of and try any such vessel which shall be detained or captured for the violation of the said agreements, and to condemn any such vessel to Her Majesty, and adjudged as to the slaves found therein, in like manner and under such and the like rules and regulations as are contained in any Act or Acts of Parliament in force in relation to the suppression of the slave trade by British owned ships as fully as if all the powers and provisions contained in such Acts were re-enacted in this Act as to such High Court of Admiralty or Courts of Vice-Admiralty.

III. And be it enacted, that every person who shall wilfully and corruptly give false evidence in any examination or deposition had or affidavit taken in any proceeding under the said engagements or this Act shall be deemed guilty of perjury. Persons giving false evidence deemed guilty of perjury. and being thereof convicted shall be subject and liable to all the punishments, pains, and penalties to which persons convicted of wilful and corrupt perjury are liable; and every such person may be tried for any such perjury, either in the place where the offence was committed, or in any colony or settlement of Her Majesty near thereto in which there is a Court of competent jurisdiction to try any such offence, or in Her Majesty's Court of Queen's Bench in England, and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench, the venue may be laid in the County of Middlesex.

IV. And be it enacted, that the pendency of any suit or proceeding

Pendency of suits to be a bar to any proceedings instituted for the recovery of the vessels detained.

instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said agreements, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage, or for any injury sustained thereby or by the persons on board the same, in consequence of any capture, seizure, or detention or any thing done under, or in pursuance of, the provisions of the said agreements.

V. And be it enacted, that any ship or vessel which shall be con-

Vessels condemned to be sold for Her Majesty's service or broken up.

demned as aforesaid may be taken into Her Majesty's service, upon payment of such sum as the Lord High Admiral or the Lords Commissioners of the Admiralty shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

VI. And be it enacted, that where any ship or vessel employed or

Captors of vessels shall, after the same are condemned, be entitled to the proceeds belonging to Her Majesty.

engaged in such illicit traffic in slaves, in violation of the said agreements, shall be seized by any ship or vessel belonging to Her Majesty or the East India Company and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the same manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

VII. And be it enacted, that there shall be paid to the Commander,

Bounty for slaves captured.

Officers, and crews of her Majesty's ships, or the Commander, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man

**PERSIAN
GULF.**

woman, and child slave seized and found on board any ship or vessel taken and condemned in pursuance of the provisions of the said agreement and of this Act, such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council made or to be made, or by any proclamation for that purpose.

VIII. And be it enacted, that where any ship or vessel which shall have been seized and condemned under the provisions of the said agreements, shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinbefore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

IX. And be it enacted, that where any ship or vessel having no slaves on board shall have been seized and condemned under the provisions of the said agreements, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships or those of the East India Company an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton; and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the customs at the port where the vessel may be at the time of condemnation, or in default thereof by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board in which the bounty calculated upon the number of slaves shall be less than the bounty calculated upon the tonnage, the Commanders of Her Majesty's ships or of those of the East India Company making the seizure may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board.

X. And be it enacted, that all bounties payable under this Act shall PERSIAN
GULF.
Bounties to be paid out of the Consolidated Fund. be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

XI. And be it enacted, that the said bounty, as also all bounties Bounties not liable to payment of fees. payable under any of the Acts for the abolition or suppression of the slave trade, shall not hereafter be charged with Treasury fees or Exchequer fees of any description.

XII. Provided always, and be it enacted, that in order to entitle Proof of tonnage. the captors to receive the said bounty money and tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

XIII. Provided always, and be it enacted, that in order to entitle Copy of sentence of condemnation to be produced to the Commissioners of the Treasury. the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence, or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

XIV. And be it enacted, that where any slaves or persons treated One moiety of the bounty only to be paid in certain cases. as slaves shall be seized on board any ship or vessel, taken and condemned in pursuance of the said agreements and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's

PERSIAN
GULF.

Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

XV. Provided also, and be it enacted, that any party or parties claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreements, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf, and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon, and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

XVI. And be it enacted, that all the provisions, rules, regulations, forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination, and the distribution of prize money and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed, under the provisions of this Act, to the Officers and crews of any of Her Majesty's ships and vessels of war.

XVII. And be it enacted, that where any ship or vessel belonging in whole or in part to the before-mentioned Chiefs, or their subjects or dependents, shall have been detained and brought to adjudication by any Officers of Her Majesty the Queen of Great Britain and Ireland or of those of the East India Company, and the said ships shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant signed by any two or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any costs or damages which may be duly awarded, provided always, that nothing herein contained shall exempt such Officer from his

Parties claiming benefit under this Act may resort to the Court of Admiralty.

Regulations and penalties respecting Prize Agent's accounts extended to bounties, &c., under this Act.

Commissioners of the Treasury may order payment of costs awarded for vessels detained, but not condemned.

liability to make good the payment so made, when lawfully called upon either by the parties interested therein or by order of the said Commissioners of Her Majesty's Treasury.

XVIII. And be it enacted, that when any seizure shall be made by

The Commissioners of the Treasury may repay to the seizer of any vessel not condemned the expenses incurred by him.

any of the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, and judgment shall be given against the seizer, or when such seizure

shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant signed by any two or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of such costs and expenses as the seizer may have incurred in respect of such seizure, or any proportional part thereof.

INSTRUCTIONS OF THE GOVERNMENT OF INDIA, RELATIVE TO THE SLAVE TRADE.

The Treaty mentions vessels the property of the Imaum as well as of his subjects, but the Statute only vessels of his subjects. The instructions, however, may stand as here headed.

(Sd.) A. S. LeMESSURIER,

A. G.

Vessels belonging to the Imaum of Muscat, or to any of his subjects belonging to either of the following respective Arabian Chiefs in the Persian Gulf, *viz.*—

- 1.—Shaik Sultan Bin Suggur, Shaik of Rasel-khyma and Sharyah in the Persian Gulf, Chief of the Joasmee tribe of Arabs.
- 2.—Muktoom Bin Buttye, Shaik of Debaye.
- 3.—Abdool Azeez bin Rashid, Shaik of Ejman.
- 4.—Abdullah Bin Rashid, Shaik of Amulgavine.
- 5.—Saeed Bin Tahnoon, Shaik of the Beni Yas, Chief of Aboothabae.
- 6.—Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, or to any of their subjects or dependants.

INSTRUCTIONS.

To the Commanders of the Honourable East India Company's ships for carrying into execution the provisions of the Act of XI and XII Vic. Cap. 128, entitled an Act for carrying into effect the agreement between Her Majesty and the Imaum of Muscat for the more effectual suppression of the slave trade, also for carrying into execution the provisions of the Act of XII and XIII Vic., Cap. 84, entitled an Act for carrying into effect engagements between Her Majesty and certain Arabian Chiefs in the Persian Gulf for the more effectual suppression of the slave trade, copies of both of which Acts are hereto annexed.

I. You are required to make yourselves fully acquainted with the different provisions of these Acts of Parliament and to guide yourselves accordingly by them in all your acts when you meet or fall in with any vessels belonging to the Imaum of Muscat, or any of his subjects, or with any vessel belonging to any or either of the Arabian Chiefs therein

respectively named, or any of their subjects or dependants engaged in the slave trade, or fitted out for the purpose contrary to the provisions of these Acts.	<div style="border-bottom: 1px solid black; display: inline-block; padding-bottom: 2px;">SLAVE TRADE.</div>
--	---

II. Your attention is to be directed to the third article of the agreement with the Imaum, dated 2nd October 1845, as set out in the Act of XI* and XII. Vic., Cap. 128.

III. And also to the provisions of the first Section of these Acts, which empower the Commanders of the ships of war of the East India Company to visit vessels belonging to the subjects of the Imaum, within the limits therein specified, and also to visit vessels belonging to the Chiefs, or the subjects or dependants of the Chiefs named in Act XII and XIII Vic., Cap. 84, suspected of being engaged in slave trade.

IV. You will *visit* and *detain* in any seas, except within the limits exempted by the terms of the third article of the said agreement (contained in Act XI and XII Vic., Cap. 128), *any merchant vessel belonging to the subjects of the Imaum of Muscat which shall upon reasonable grounds be suspected of being engaged* in the export of slaves from the African dominions of the Imaum of Muscat, or the importation of slaves from any part of Africa into his possessions in Asia, excepting such only as are engaged in the transport of slaves from one port to another of his own dominions in Africa, between the port of Lamoo to the north and its dependencies, the northern limits of which is the north point of Khyhoo Island in 1°57' south latitude, and the port of Keelwa to the south and its dependencies, the southern limit of which is the Sonya Manara or Pagoda point in 9°2' south latitude, including the Islands of Zanzibar, Pemba, and Monfia, *or any vessel fitted out for that purpose*, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication as in the Act of XI and XII Vic. mentioned.

V. You will visit and detain in any seas any vessel belonging to either of the said respective Chiefs, Shaik Sultan Bin Suggur, Chief of the Joasmee tribe, Muktoom Bin Buttye, Shaik of Debaye, Abdool Azeez

* See note in margin of previous page.

SLAVE
TRADE.

Bin Rashid, Shaik of Ejman, Abdullah Bin Rashid, Shaik of Amulgavine, Saeed Bin Tahnoon, Shaik of the Beni Yas, Chief of Aboothabee, Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, or to any of their subjects or dependants, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves or having been fitted out for that purpose, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication, as in the Act of XII and XIII Vic. mentioned.

VI. On detaining any vessel visited by you under the aforesaid provisions of either of the said two Acts and of these instructions, you will take possession of the ship's papers, making a list thereof according to Form No. 1, and certifying the same by your signature.

VII. You will also draw out a declaration according to Form No. 2 stating the circumstances attending the capture, and mentioning the date when and in the place where it was made, and you will certify the same by your signature.

VIII. In sending or carrying away such vessel with its masters, sailors, passengers, slaves, and cargo for the purpose of adjudication, you will do so without delay, and send or carry her with them to the nearest port or place where a British Court of Vice-Admiralty may be established, and on your arrival at such port or place you shall duly report your arrival and deliver up to the proper Authorities there the vessel, with its master, sailors, passengers, slaves, and cargo, to be dealt with according to law, and you shall abide such further instructions on the subject as shall be given you.

IX. The Officer in charge of the slave vessel is at the same time of delivering up the vessel to the proper Authorities to deliver also the ship's papers and certificates thereof and the captor's declaration of capture.

X. The circumstances attending the seizure of a vessel under either of these Acts of Parliament must be fully reported to the Officer

under whose orders you are serving, and a duplicate of the report must be sent at the earliest opportunity to the Commander-in-Chief of the Indian Navy at Bombay.

Given under my hand at Bombay this day of 1850.

Commodore.

Commander-in-Chief, I. N.

FORM No. 1.

Certificate containing a list of papers to be made out in duplicate, one copy to be delivered to the master placed in charge of a detained vessel as soon as possible after seizure, the other to be delivered to be kept with a view to its production in the Court before which the vessel is taken for adjudication.

I, the undersigned hold the rank of in
the Indian Navy, and Commanding the Honourable Company's ship
do hereby certify that on the day of
being the latitude and longitude of
Greenwich, seized the whereof is Tindal,
and that she had on board at time of capture
slaves, namely—

Males.

If no slaves be on board, state the fact.

Females.

Total.

I further certify that the papers which I have numbered 1 to inclusive are the whole of the documents, letters, and writings seized on board, which are hereunder specified and described, namely,—

Here specify and describe No. 1

the papers found on board „ 2

according to number „ 3 &c.

Signed by me the day of 1850.

Commanding H. C. Ship.

SLAVE
TRADE.

FORM No. 2.

Declaration to be made by the Commander of the Honourable Company's ship at the time of the seizure and delivered to the Court before which the vessel is taken for adjudication.

I the undersigned holding the rank of
in the Indian Navy, and Commanding the Honourable Company's
Ship duly authorized by the Act* of Parliament for the
suppression of the slave trade as therein provided, do hereby declare
that on the day of being in
latitude and longitude of Greenwich,
I seized the whereof
is Tindal, for having violated the said and I
further declare that the vessel had on board at the time of seizure a crew
of persons passengers and slaves
as follows :—

Males

Females

Total

Here insert any particulars worthy of notice, as to the state in which the vessel was found, and any facts as to the circumstances or causes of seizure.

And I do also declare that I found this vessel in the following state :—

Given under my hand this

day of

1850.

Commanding H. C. Ship.

Approved by the Most Noble the Governor General of India on the 17th July 1850.

* If the seizure be under the Act of XI and XII Vic., Cap. 128, insert it; if under XII and XIII Vic., Cap. 84, state it accordingly.

**PLEASE DO NOT REMOVE
CARDS OR SLIPS FROM THIS POCKET**

UNIVERSITY OF TORONTO LIBRARY

JX
916
1862
v.7
c.1
ROBA

