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A COLLECTION OF
TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

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

UNDER SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEPARTMENT

VOL. VI

CONTAINING

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PART I.

Treaties, Engagements and Sanads

relating to the

States, etc., in Political Relations with

the

Government of India,

through the Agent to the Governor-General,

Western India States.

INTRODUCTION.

THE Western India States Agency was constituted on the 10th October 1924, by the amalgamation of the Cutch, Kathiawar and Palanpur Agencies, each of which was formerly a separate Agency under the political control of the Government of Bombay.

The Cutch Agency was established by virtue of Article 19 of the Treaty of 1819 (Salute States No. IV); and was abolished as a separate Agency in 1924 from the date on which the constitution of the Western India States Agency came into effect. But the formal Agreement embodying this abolition (Salute States No. XXIV) was not completed till 1925.

In 1863 Kathiawar was divided into four districts or "prants", styled Southern, Northern, Eastern and Western respectively, and European officers were appointed to these districts to superintend the administration generally, and more particularly to try inter-jurisdictional cases and offenders who had no known Chief, or who were under petty landholders unable to bring them to trial. At the same time, the Chiefs of Kathiawar were arranged in seven classes, and their powers and the extent of their jurisdiction were defined. This class system, which used to regulate the precedence of the Chiefs in Darbars, proved inconvenient in practice and was abolished in 1925. In 1873 the divisions had been again reconstituted and the old geographical names Jhalawad, Gohelwad, Sorath and Halar restored to the "prants". But in 1923, consequent

on the reorganisation of the Kathiawar Agency, the four "prants" were amalgamated into two divisions, Sorath and Halar becoming the Western Kathiawar States, and Jhalawad and Gohelwad becoming the Eastern Kathiawar States. In 1927 these designations were changed to Western Kathiawar Agency and Eastern Kathiawar Agency.

The designation of the Palanpur Agency was changed to Banas Kantha Agency in 1925.

The Western India States Agency includes 17 Salute States, all of which are in direct political relations with the Government of India through the Agent to the Governor-General, Western India States. These are (in provincial order of precedence) (1) Cutch, (2) Junagadh, (3) Nawanagar, (4) Bhavnagar, (5) Porbandar, (6) Dhrangadhra, (7) Palanpur, (8) Radhanpur, (9) Morvi, (10) Gondal, (11) Jafrabad, (12) Wankaner, (13) Palitana, (14) Dhrol, (15) Limbdi, (16) Rajkot, (17) Wadhwan. The political charge of the non-Salute States and petty Talukas, and the supervision of the Thanas, are in the hands of the Political Agents of the Banas Kantha, Western Kathiawar and Eastern Kathiawar Agencies, who are subordinate to the Agent to the Governor-General.

The Rulers of all the Salute States have unlimited civil jurisdiction. In the matter of criminal jurisdiction, they have full powers, except that they cannot try British Indian subjects for capital offences, without the permission of the Agent to the Governor-General, nor exercise any jurisdiction over Europeans, including European British subjects, Americans, Government servants and other British subjects. The Chiefs of non-Salute jurisdictional States have civil and criminal powers more or less restricted. There is no right of appeal to the Agency against such decisions as are within their own powers, but their proceedings may be called for and reviewed on suspicion of injustice.

The area of the Western India States Agency, exclusive of the Rann of Cutch, is about 34,891 square miles, 32,328 square miles of which are under the Agency, about 1,245 square miles are under Baroda, about 1,298 square miles are under the Collector of Ahmedabad, and about 20 square miles form the Portuguese possession of Diu. The population, according to the Census of 1921, is 3,545,648.

The average annual revenue of the Chiefs, calculated on figures supplied by them in 1926, was Rs. 4,81,85,373. The tribute and other collections amount to Rs. 11,95,595-13-11. They fall under the following heads:—

Rs. 7,66,783 8 3	.	On account of the British Government.
,, 3,36,390 13 8	.	On account of the Gaekwar.
,, 92,421 8 0	.	On account of the Nawab of Junagadh—one-fourth of this sum being retained by the British Government under an Agreement, dated the 1st February 1821 (No. XXVI).

I.—WESTERN INDIA STATES AGENCY—*General.*

By the 4th Article of the Treaty of 1805 with the Gaekwar (*see* Part II, Baroda, No. XII) it was stipulated that a portion of the subsidiary force, for which the Treaty provided, should proceed to Kathiawar whenever there should be a real necessity for it, the British Government being the judge of the necessity. At the beginning of the nineteenth century it was discovered that a considerable portion of the Gaekwar's revenues depended on the realisation of tribute from Kathiawar, which was annually collected by a military expedition.

Two obvious evils were inseparable from this "Mulkgiri" system, which was a special characteristic of the Mahratta Empire. The injury done to the country by the Mulkgiri army was out of all proportion greater than the amount of money realised by it: and the absence of any civil government gave opportunity to the prosecution of intestine feuds.

In December 1803 the Chiefs of Chital, Jetpur, Mendarda, Kundla, Joria and Morvi applied for British protection, and offered, on certain conditions, to cede their estates to the British Government; but the offer was not accepted. In 1807 the British Government decided to associate themselves with the Gaekwar in enforcing his tributary rights in Kathiawar: and a combined force of British and Baroda troops entered the country. Before the entry of this force, circular letters were addressed by Colonel Walker, Resident at Baroda, and by the Gaekwar, to twenty-nine* of the principal Chiefs, explaining to them the object that the British Government had in view—"to effect a permanent and amicable settlement of the Gaekwar Moolukgeeree tribute, which they earnestly desire to see fixed and determined on principles of moderation and justice, and at the same time to see the country relieved from the advance of an army which, however friendly, must always occasion detriment." The intention of the British Government was at first, in many cases, misunderstood; but, when these misunderstandings had been removed, the Chiefs readily entered into the engagements proposed to them.

* In Jhalawad 9
In Gohelwad 4
In Halar, etc. . . . 16

Owing to the peculiar tenure of property in Kathiawar, the number of engagements concluded, instead of being 29 only as at first expected, amounted to no fewer than 153*; and this number was afterwards largely increased as deserted estates became settled. In Kathiawar, except among the leading Rajput families, the property of the father is subdivided among the sons, and the subdivision becomes more complete as the families descend in the scale of wealth and importance. In Kathi States the custom was to divide; but in 1897 Government decided to apply the rule of primogeniture to Jasdan, and in 1902 to Thana Devli, Vadia and the estate of Vala Vajsur Valera of Bagasra—all in the Western Kathiawar Agency. In 1903 it was extended to all Kathi jurisdictional estates, and in 1904 to all jurisdictional estates, whether Kathi or not. The rule was, however, viewed with disfavour by some estates: and in 1908 it was decided that, in future, each case of succession, whether in Kathi or other estates, should be decided on its merits. Among the small proprietors the practice of subdivision continues universal, the eldest son in some cases receiving the largest share, and enjoying certain privileges as the head of the family. The possessors of these shares and their descendants are called the "Bhayad," or brotherhood, of the principal Chief. They claim the same powers in their estates as the Chief, paying their contribution of the general collections made in the country, and frequently claiming the right of a separate settlement of their own account. There is another class called "Mulgirassias," or original owners of villages, who had come to terms with the Chiefs who had established sway over them, and by surrendering a portion of their lands had retained the remainder as Giras, or hereditary landed property, subject to the conditions of military service and tribute. From

* Colonel Walker in his reports mentions 192 States, but he made revenue settlements of 153 only.

	Mentioned.	Settled.
Jhalawad	49	48
Machhu Kantha	2	1
Gohelwad	31	29
Barda	1	1
Sorath	6	3
Halar	35	32
Kathiawar Proper	68	39
TOTAL	192	153

There are no authentic lists of the Chiefs with whom the engagements were made, except the schedules attached to Colonel Walker's reports. The list given at page 232 of Mr. Hughes Thomas' collection of Treaties is incorrect, and appears to have been borrowed from a list of the Kathiawar Chiefs submitted to the Bombay Government in 1842. Column 7 of the statements which form Appendices Nos. VI, VII and VIII indicates those of the Kathiawar States with which Colonel Walker made engagements, which remain to this day and have not been absorbed in other States.

all such as could establish their right to a separate settlement, separate agreements were taken.

The permanent Engagements concluded (No. I) were of two kinds* for each of which separate security was taken. The first form was called " Fa'el Zamin "; and was a security-bond providing for the general peace of the country and the protection of the possessions of the British Government, the Peshwa and the Gaekwar. This engagement was signed by the Bhat† of the Chief, and for the faithful performance of its terms counter-security was taken from some other Chief, so as to establish a chain of responsibility, making each Chief answerable for his neighbour. The second kind of engagement was for the payment of a fixed tribute in perpetuity; and for this security was given renewable after ten years. When the Chiefs paid no tribute to the Gaekwar, the engagement of the first kind only was taken.

Disregarding merely verbal differences, the Fa'el Zamin bonds may be divided into five main classes:—

1. Those (No. I) in which the Talukdar bound himself to abstain from annoying merchants and travellers, and to give them guards until they left his territory; but was not liable for compensation for robberies or for the production of the thief.
2. Those (No. II) in which the Talukdar was responsible for compensation *as well as* the production of the thief.
3. Those (No. III) in which the Talukdar was responsible for compensation *or* the production of the thief.
4. Those (No. IV) in which the Talukdar was responsible for highway robberies absolutely, and no reservation was made regarding the production of the thief.
5. Those (No. XIII) in which the Talukdar undertook that, if the tracks of any bad character entered the lands of any village of his Taluka, he would carry them on to another Taluka, or become responsible in any way that Government might direct.

The different bonds apply, class for class, to the various Kathiawar States as follows:—

1. Limbdi.‡
2. Porbandar, Gondal, Wadhwan.‡

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* Besides these a document called Hath Jamini was sometimes taken. This was a preliminary obligation to enter into certain engagements. It was always cancelled and returned to the Chief when the permanent engagements were signed.

† The Bhats or Bards are a class of people highly respected by Rajputs. Their persons are considered sacred, and hence they were commonly employed as sureties.

‡ 1807.

3. Junagadh,‡ Bhavnagar,‡ Dhrangadhra, Morvi, Wankaner, Dhrol, Rajkot, Jasdan, Jetpur.

5. Junagadh§, Bhavnagar§, Limbdi‖, Wadhwan‖, Lakhtar, Sayla, Chuda, Muli, Virpur, Dasada, Vanod.

4. Other States.

The Chiefs of Palitana and Lathi do not appear to have been called upon to give formal security in this way. The Chief of Nawanagar is believed to have executed a Fa'el Zamin bond in 1807, but neither the original, nor a copy of it, is forthcoming. The Chief of Jafrabad (Janjira—who was not tributary to the Gaekwar) did not execute any bond. The Chief of Palanpur executed a bond for the payment of tribute to the Gaekwar in 1809, similar to those given by the Chiefs of Kathiawar.

After these engagements were concluded, a Memorandum (No. V) of the engagement was given to each Chief under the guarantee of the British Government. The settlements made in 1807 were based upon the state of things existing at the time, and this is the period to which all enquiries in disputes regarding lands or hereditary rights in Kathiawar are limited.

The principle of the Fa'el Zamin ¶ bonds was developed later; for instance in 1821-22 (No. XIII) when, under arrangements with the Peshwa and the Gaekwar, the British Government had acquired exclusive authority in Kathiawar; and again in some instances so late as 1850. In all 147 bonds, coming under the general designation of Fa'el Zamin, were taken from the same number of Chiefs, and are still in existence.

It is remarkable that, in all the arrangements of 1807, the rights of the Peshwa in Kathiawar were overlooked. The Gaekwar was entitled to the greater part of the Kathiawar tribute, not in his own right, but in his capacity of farmer for the Peshwa. Yet the engagements concluded were drawn up solely in the Gaekwar's name. The Peshwa's consent to the settlement was never asked, nor was he even informed of what had been done till 1814, after the Gaekwar's lease had expired, and the disputes arose between the Peshwa and the Gaekwar which ended in the murder of Gangadhar Shastri. The British Resident at Poona then

‡ 1807.

§ 1822: bonds for the good conduct of their subordinate girassias.

‖ 1822: bonds against harbouring outlaws.

¶ It is to be noticed that the Government of India entirely decline to regard these bonds as treaties or agreements covering all their political relations with the States of Kathiawar; they have been authoritatively pronounced to be nothing more than a formal record of the local customs prevailing at the time of their execution and of the obligations which usage had imposed upon the Chiefs who became parties to them. The Governor-General in Council has accordingly decided, with the concurrence of the Secretary of State, that the responsibility of the Kathiawar States for mail robberies is governed, not by the terms of these bonds, but by the "Mail Robbery Rules" promulgated in 1866 and since amended in 1885.

delivered a draft agreement* to the Peshwa, explaining the nature of the engagements which had been made, and requiring him to respect them.

But in this draft agreement the mistake was made of describing the engagements as settlements for ten years, whereas only the collateral security bond was renewable after ten years, the settlements being in perpetuity. The Peshwa did not assent to this draft agreement and presented another* to be substituted for it. Besides these, several other proposed engagements were exchanged in the course of the negotiations, but no final agreement was come to, till the discussions were ended by the Treaty of 1817 (*see* Vol. VII, The Peshwa, No. XV). Article 7 of this ceded to the British Government all the Peshwa's rights in Kathiawar. Since the Agreement of 1820 (*see* Part II, Baroda, No. XVIII) with the Gaekwar, by which he engaged to send no troops into Kathiawar and to make no demands on the province except through the British Government, the supreme authority in Kathiawar has been vested in the British Government alone; first in its own share acquired under the Treaty of 1817, and secondly in the Gaekwar's share by virtue of the Agreement of 1820. In Amreli, however, and the other portions of Kathiawar included in the term "Panch Mahals,"§ which had come under the direct rule of the Gaekwar, and in Okhamandal, which, after its conquest by the British Government, was ceded to the Gaekwar by the 7th Article of the Treaty of 1817, the internal management is conducted by the officers of the Gaekwar.

The Kathiawar Chiefs, partly from their pecuniary embarrassments, and partly from their weakness and the subdivision of their jurisdictions, were incapable of acting up to the engagements which bound them to preserve the peace of the country and suppress crime: and eventually, in 1831, the British Government decided to establish a criminal court of justice in Kathiawar to be presided over by the Political Agent aided by three or four Chiefs as assessors, for the trial of capital crimes in the estates of Chiefs who were too weak to punish such offences, and of crimes committed by petty Chiefs upon one another, or otherwise than in the legitimate exercise of authority over their own dependents. But, with this exception, no magisterial interference in the administration of the territories subject to the various Chiefs was exercised by the Political Agent. This arrangement, which was slightly modified by Kathiawar Criminal Court Rules framed in 1915, continued until the 10th October 1924, when the entire administration of justice was reorganised: and, in addition to the existing Chief Court of Criminal Justice, the Judicial Commissioner was invested with the powers of a High Court, except in

* Appendix No. I.

§ Amreli, Dhari and Dantarwas in the Kathiawar Division; Korinar in Sorath; and Damnagar in Gohelwar.

criminal proceedings against European British subjects and persons jointly charged with European British subjects.

The investigations made at the settlement in 1807 revealed the fact that the Rajput tribes in Kathiawar, more particularly the Jadejas and Jethwas, were addicted to the barbarous practice of female infanticide: and Colonel Walker was instructed to endeavour to induce the principal Chiefs in Kathiawar to bind themselves and their followers to renounce the crime. He succeeded in persuading twenty Chiefs and their Bhayad, including every Jadeja Chief who enjoyed the smallest separate jurisdiction, to sign an Engagement (No. VI) binding themselves under penalties to prohibit infanticide, and giving the British Government and the Gaekwar the right to punish offenders. The Engagement comprised within its obligation every Jadeja family inhabiting the peninsula of Gujarat. Violations of the Engagement occurred, and in some cases its formal renewal was demanded. Arrangements for the suppression of infanticide among the Jadejas of the Palanpur Agency were made in 1818, and in 1827 these were formally confirmed by an Agreement (No. XIV). The evil was also very prevalent in Cutch, where vigorous measures were taken for its suppression, special provision being made for this in the Treaty of 1819. In 1834 the British Government issued a proclamation to all the Kathiawar Chiefs, reminding them of their engagements and declaring their intention to punish persons guilty of infanticide in such manner as might be conducive to the complete suppression of the practice. The proclamation was renewed in 1838. Renewed Engagements were taken from various Jadeja Chiefs of Cutch in 1840 (No. XV), 1842 (No. XVI) and 1846 (No. XVII): and in 1853 the Agreement of the Jadejas of the Palanpur Agency was renewed (No. XXIII). The continuance of special measures for the prevention of female infanticide was decided to be unnecessary in Cutch in 1891, and in Kathiawar and the Palanpur Agency in 1899: and they were accordingly discontinued.

Special efforts were made in 1808 to suppress the pirates who infested the neighbouring seas: and, in that year, Agreements were made with the Chiefs of Junagadh (No. VII), Porbandar (No. VIII) and Nawanagar and Joriya Bandar (No. IX), by which they undertook to renounce piracy and their rights over wrecks, besides agreeing to allow admission into their ports of the East India Company's vessels and subjects, for the purpose of trade and commerce. It is uncertain whether the Chief of Bhavnagar signed a similar agreement; but, as the Rulers of Bhavnagar had for many years taken great pains to destroy piracy, it is probable that his hostility to the pirates was too well known to make any engagement with him on the subject necessary.* A number of the early

* The engagement, given at page 62 of Mr. Hughes Thomas' collection of Treaties as having been made with Bhavnagar, was made with Jam Jassaji of *Nawanagar*, not with Bhavnagar.

treaties and agreements with Cutch also contained clauses for the suppression of piracy.

In 1846 Engagements were made to exempt from customs duty vessels driven by stress of weather into the ports of Junagadh (No. XIX), Nawanagar (No. XX) and Bhavnagar (No. XVIII). Fresh Engagements (No. XXI) were made in 1849 by the Chiefs of Junagadh, Nawanagar, Bhavnagar, Porbandar and Jafrabad, from which, however, vessels belonging to Cutch were specifically excluded, on the score of non-reciprocity. But in 1851 the Rao of Cutch [who had, in 1840, issued rules (*see* Part II, Baroda, No. XXIII) exempting from the payment of duties vessels which, while trading between Bombay and Sind, were driven into his port of Mandvi through stress of weather] published a fresh set of rules (No. XXII) which eventually led to the extension of the Engagements of 1849 to include Cutch vessels, signed in 1873 (No. XXIV) by the Chiefs of Junagadh, Nawanagar, Bhavnagar and Porbandar.

Notwithstanding all efforts to reform the administration of Kathiawar, there was at first little improvement in the condition of the country. The social and political system of the province was described as a system of sanguinary boundary disputes, murders, robbery, abduction, arson and outlawry. Although about eighty of the petty States, which existed in 1807, had been absorbed in other States, yet, from the constant subdivision of possessions by inheritance, the number of separate jurisdictions* rose to four hundred and eighteen, and in the majority of these the jurisdiction claimed was over two villages, one village, and often a fraction of a village.

In the reorganisation of the administration of Kathiawar that took place in 1863, no special provision was made for the hearing of Giras cases, or those in which landed estates held on a semi-feudal tenure were involved. If a case fell within the jurisdiction of a Chief it was heard by him; if it fell beyond his jurisdiction, it was heard by the Political Assistant; but it was not the practice to interfere in cases which a Chief, in virtue of his jurisdiction, was competent to hear. The effect of this was to deprive the Mulgirassias of the right of appeal against their Chiefs; and in 1867 it was decided that the Mulgirassias were entitled to look to the British Government for enforcement of the obliga-

In Jhalawad	102
In Kathiawar proper . .	151
In Machhu Kantha . .	2
In Halar	47
In Sorath	7
In Barda	1
In Gohelwad	51
In Und Sarvaiya . . .	37
In Babriawar . . .	20
TOTAL .	418

tion in the Fa'el Zamin bonds of 1807 which bound the Chiefs not to seize lands.

To give effect to this decision it was at first proposed that Giras cases should be heard by a court composed of a Judicial Assistant to the Political Agent, assisted by the karbharis of the Chiefs as assessors. This arrangement, however, was regarded with disfavour by the Chiefs: and, after much discussion, during which the Chiefs were allowed every opportunity of representing their views, a scheme was experimentally introduced, providing for the survey of estates and the settlement of the rights in land of the subordinate Mulgirassias. The Rajasthanik Sabha Court was also established for the decision of questions in dispute between Mulgirassias and Bhayads on the one hand and the Chiefs on the other. The Court was composed of a British officer as president, and six members who were chosen by Government out of a list of twelve names submitted by the Chiefs. Of these six members the president chose two to sit with him as assessors, and either party to a dispute had a right of objecting to one of the members. Rules* were drawn up to regulate the working of the Court.

The Rajasthanik Court was abolished in 1899. After the abolition of the Court the following procedure was adopted in regard to the disputes relating to Giras and Haks between the States of the old classes I to IV and their Bhayads and Mulgirassias. The Bhayads and the Mulgirassias exhausted their remedies in the States' Courts and then submitted their applications or appeals against the State Huzur Courts' decisions to the Agent to the Governor, who dealt with them as political cases in his own court, referring them, if necessary, to the Judicial Assistant for hearing and report; but the final order was passed by the Agent to the Governor. Parties dissatisfied with the decisions of the Agent to the Governor appealed to the Governor in Council, Bombay. The same procedure is now followed *mutatis mutandis*, appeals against the decisions of the States and Talukas being submitted to the Agent to the Governor-General, who refers them, if necessary, to the Judicial Commissioner for hearing or report. A further appeal from the appellate decision of the Agent to the Governor-General lies to the Governor-General in Council.§

As regards cases arising in States below the old class IV, fresh Rules† were made in 1898, by which the Judicial Assistant was authorized to hear and dispose of them with the aid of two assessors to be appointed from among those mentioned in the list maintained for the purpose. All decisions passed by the Judicial Assistant were required to be countersigned by the Agent to the Governor in Kathiawar. These rules were superseded by revised Rules‖ in 1926. Under these Rules, the

* Appendix No. II.
§ Appendix No. IV.
† Appendix No. III.
‖ Appendix No. V.

Political Agent, Western Kathiawar Agency, and the Political Agent, Eastern Kathiawar Agency, have been empowered to hear and dispose of such cases with the aid of two assessors. Appeals against the Political Agent's decision lie to the Agent to the Governor-General in the States of Western India, whose decision is final.

In 1820 a Notification (No. X) was sent to all the Chiefs of Kathiawar, regarding the passage of opium through their territories: and in 1821 they were required (No. XI) to purchase opium,* needed for retail sale, from the Government store. They agreed to both these requirements: and the Chiefs of the Palanpur Agency, who also received the former notification, recorded their agreement to it in 1822 (No. XII). It was found, however, that the Kathiawar Chiefs had not adequately fulfilled their engagements: and fresh rules, to protect Imperial interests, were laid down in 1878. The consequent agreement was signed by only a few of the minor Talukdars of Kathiawar, though it was accepted by all the States in the Palanpur Agency (Nos. XXVI and XXVII) in 1879. The other Kathiawar Chiefs submitted a representation to Government, claiming to be allowed to cultivate and manufacture opium and to receive opium from Government duty-free. These claims were disallowed. The Government of India ruled in 1881 that the British Government had always exercised the right of levying a duty on opium, and that the prohibition of the cultivation and manufacture of opium was of long standing and had been acquiesced in by the States of Kathiawar, and must continue. The pass fee, however, was reduced, Government reserving the right to raise it should the States not loyally co-operate for the suppression of illicit traffic. The leading States then proposed certain modifications in the rules. They would have had the effect of precluding the British Government from raising the pass fee and reducing the drawback. These concessions were refused, but the States were in 1881 permitted to purchase opium in the Bombay market. Rules to regulate the sale of opium in the States of Kathiawar were finally sanctioned by the Government of India in 1899; they are now required to buy opium from the Rajkot depôt.

The State of Cutch never entered into any agreement regarding opium; but a State Act of 1878, revised in 1903, prohibits the cultivation, manufacture and export of opium, and regulates the import of opium required for consumption in the State.

The general Agreement of 1879 was modified by separate Agreements taken from Palanpur and Radhanpur in 1892 and 1897 respectively.

Two of the Estates in what is now the Eastern Kathiawar Agency undertook (the Chief of Patdi in 1822, and the Thakurs of Jhinjhuwada, of the Rasani and Melani branches, in 1824) to abandon their claims

* The poppy seems never to have been cultivated in Kathiawar.

on certain local salt-pans in consideration of an annual cash payment: and Radhanpur in 1840, and Wao (now in the Banas Kanta Agency) in 1848, concluded Salt Agreements, mention of which is made in the narratives specified; but no general arrangements for the regulation of the manufacture of, and trade in, salt were made with the Kathiawar Chiefs until 1883, in which year Agreements were taken from them. These were of three kinds: the first (No. XXXIII) executed by the Chiefs of maritime salt-producing States: the second (No. XXXIV) by the Chiefs of non-maritime salt-producing States: and the third (No. XXXVI) by the Chiefs of those States that were neither maritime nor salt-producing. Of the second kind, the Agreement entered into by the State of Dhrangadhra (No. XXXV) contained a special clause permitting the manufacture of Vadagra salt at the Kuda works; while that concluded by the Chief of Bajana (No. LX) was signed, in a different form, in 1895. The Rao of Cutch also entered into a separate Salt Agreement in 1885. The general effect of the three kinds of agreement concluded with the Kathiawar Chiefs was to bind them to take such measures for the protection of the British salt revenue as were required by the local situation and circumstances of their States. It was subsequently decided that, in the case of non-maritime and non-salt-producing States, it was unnecessary to insist on the observance of the third article of their agreements which provided for the sale of salt by licensed vendors only. The special clause in the Dhrangadhra Agreement of 1883 was afterwards modified, by a fresh Agreement concluded in 1900.

In 1924 the Dhrangadhra State was permitted to export Ghassia and Baragra salt to foreign ports and in 1926 to export Baragra salt to Bengal and Burma: its right similarly to export Ghassia salt is (1930) under discussion. In 1928-29 the Nawanagar, Morvi, Bhavnagar and Porbandar States were, in supersession of the Agreement of 1883, also permitted to export by sea to Bengal, Burma and foreign countries Ghassia salt produced in their States: and rules to regulate the export were drawn up.

In 1854 the Kathiawar Chiefs engaged to suppress the adulteration of cotton practised by traders within their districts; and in 1864 they agreed to abolish transit duties. In 1885-86 the oppressive impost on trade known as "Deshdan" was abolished in the States of Nawanagar, Junagadh, Wankaner and Wadhwan.

For many years the southern districts of Kathiawar were exposed to the depredations of bands of Waghers, who plundered the Gaekwar's Mahals and created a widespread feeling of alarm throughout Kathiawar. In 1867 a large band of these outlaws was dispersed by a small British force: and in the same year a local corps, composed of contingents from several of the first-class States, was formed under British officers, to assist the Chiefs in the maintenance of order. This corps was called the

Federal Sibandi of the Kathiawar States. It was disbanded in 1873; but the services of British officers had to be lent on several occasions subsequently, for the suppression of outlaws and dakaits: and in 1890 all the Kathiawar States signed a Convention (No. LI) with a view to securing efficient co-operation in the suppression of dakaiti. Depredations by bands of outlaws occurred between 1890 and 1892, and in the latter year supervision by British officers was introduced. The outlaws were completely suppressed by 1894, though the supervision of a European officer in Wankaner State was not withdrawn until 1899.

Until 1885 the police duties in the Kathiawar and Palanpur Agencies were discharged by the Gaekwar's Contingent; but in that year the Contingent was disbanded and replaced by Agency police. On the inauguration of the Western India States Agency in October 1924, these local police corps were placed under the Superintendent of Police, Western India States Agency. The cost of the force is met by a subsidy from the Gaekwar in lieu of the Contingent, by contributions from the thanas and civil stations, and by the share which is paid to Government by the Junagadh Darbar in return for the collection by Government of the tribute called " Zortalbi ".

The first railway built in Kathiawar was the extension of the Bombay, Baroda and Central India lines, on the standard gauge from Ahmedabad to Viramgam and the Kharagora salt works, and on the metre gauge from Viramgam to Wadhwan. The Chiefs of Wadhwan, Lakhtar, Bajana and Patdi, through whose territory the line passed, made over the required lands free of cost, though without executing any formal agreement: and in 1874 ceded (No. XXV) full jurisdiction over the railway lands.

In 1879 the States of Bhavnagar and Gondal entered into a mutual Agreement (No. XXVIII) for the construction of a railway from Bhavnagar to the Wadhwan terminus of the Bombay, Baroda and Central India Railway, with a branch from Dhola to the town of Dhoraji in the Gondal State. This line, at first known as the Kathiawar State Railway and afterwards as the Bhavnagar-Gondal Railway, passed through territory belonging to the Gaekwar and the Chiefs of Junagadh, Limbdi, Wadhwan, Chuda, Vala, Bantwa, Lathi, Jetpur and Kotda Pitha, all of whom gave the land required free of cost, though without executing any formal agreement. They also ceded all criminal jurisdiction over the line. The terms of the engagements executed by Baroda (*see* Part II, No. XXXI), Junagadh (No. XXX) and Bhavnagar (No. XXXI) differed slightly from those agreed to by the others (No. XXIX). Civil jurisdiction was not transferred; but it was subsequently arranged that any suits brought against the proprietary States or Talukas should be heard in the Agency Courts. Baroda accepted this tentatively, and Bhavnagar was the only State which (in 1881) entered into a formal Agreement (No. XXXII) on the point. In 1885 sanction was accorded

to a project put forward by the Nawab of Junagadh for the extension of the Bhavnagar-Gondal Railway to his port of Verawal: and Junagadh in 1886, and Gondal in 1887, ceded (Nos. XXXVII and XLV) full criminal and partial civil jurisdiction over the line. In 1889 the States of Porbandar and Gondal jointly constructed an extension from Dhoraji to Porbandar. Full civil and criminal jurisdiction over the lands occupied by it had been ceded in 1887 (No. XLIV) by these States, as well as by Nawanagar, through whose limits the line also passed. In 1896 the States of Junagadh, Bhavnagar, Porbandar and Gondal made a joint agreement under which the management of the Bhavnagar-Gondal-Junagadh-Porbandar Railway was vested in a Board of Control. The combined system of working, however, produced friction, and in 1911 it was decided to dissolve it in favour of separate working. From that date the Junagadh, Bhavnagar and Gondal Darbars themselves undertook the management of their respective railway systems. The separation of the interests of the Gondal and Porbandar State Railways was effected in 1919: and the management of the Porbandar State Railway, which had been allowed to remain with the Gondal Railway administration, was restored to the Porbandar State in 1924.

In 1886 the Morvi Darbar connected its capital with Wadhwan, by a narrow gauge railway. Full criminal and civil jurisdiction over the lands occupied by the line was ceded in 1887 by the States of Morvi (No. XXXIX), Wankaner (No. XXXVIII) and Wadhwan (No. XLIII) and the Eastern Kathiawar Agency Chiefs of Lakhtar (No. XLI), Sayla (No. XLII) and Muli (No. XL). Full criminal and civil jurisdiction over the lands to be occupied by a projected extension of the line from Wadhwan *viâ* Wankaner to Rajkot was also ceded in 1888 by the States of Wankaner (No. XLVII), Dhrol (No. XLVI) and Rajkot (No. XLVIII) and the Western Kathiawar Agency Chiefs of Gavridad (No. XLIX) and Kotharia (No. L). This extension was constructed in 1890.

In 1892 a branch line, from Jetalsar on the Bhavnagar-Gondal-Junagadh-Porbandar Railway to Rajkot, was constructed jointly by the States of Junagadh, Gondal and Rajkot, and Ajam Wala Surag Ganga, a shareholder of Jetpur. Full criminal and civil jurisdiction over the lands occupied by this line was ceded in 1892 by Junagadh (No. LII) and Gondal (No. LIII), and in 1892-93 by Rajkot and the Western Kathiawar Agency Chiefs and Talukdars of Vadia, Virpur, Kotda-Sangani, Jetpur, Kotharia, Gadhka and Shahpur (No. LIV). In 1894 the Jam of Nawanagar began the construction of a metre gauge railway from Jamnagar to Rajkot, and full criminal and civil jurisdiction over the lands occupied by it was ceded, in that year, by Nawanagar (No. LVII), Dhrol (No. LVI) and Rajkot (No. LV) and the Western Kathiawar Agency Chiefs of Jalia (No. LVIII) and Pal (No. LIX).

Since then there have been many extensions and additions to the railways in Kathiawar, involving cession of jurisdiction to the British Government. These are mentioned separately in the narratives of the States and Agencies concerned: the only one involving a general cession being the conversion to metre gauge, by the Morvi Darbar, of the narrow gauge railway between Wadhwan and Rajkot. Full criminal and civil jurisdiction over the lands occupied by this line was ceded in 1905 by Dhrangadhra (No. LXV) and Wadhwan (No. LXI) and the Eastern Kathiawar Agency Chiefs of Lakhtar (No. LXIV), Sayla (No. LXII) and Muli (No. LXIII).

Prior to 1905 the States had to contribute their share of the cost of police employed by the Government of India on railways passing through their territories. In that year it was decided to renounce all claims against Darbars for the maintenance of British police on railways in respect of which jurisdiction had been ceded to Government. Certain States in the Western India States Agency claimed a refund of amounts recovered from them towards the cost of British police on railways, constructed since 1905, in respect of which jurisdiction had been ceded: and in 1926 the Government of India refunded sums aggregating Rs. 2,22,598.

In 1917 the Rulers of the maritime States of Junagadh, Nawanagar, Porbandar and Morvi agreed to an arrangement abolishing the customs line at Viramgam and governing the customs duties on the trade passing through their ports: and the line was accordingly abolished: Difficulties subsequently arose, and negotiations failed to solve them; with the result that the line was reimposed in 1927, but with certain modifications, whereby the maritime States are allowed to collect and retain, on specified conditions, some portion of the customs duties levied by them on articles intended for export across the Viramgam line into British India, handing over the balance to the Government of India.

No. I.

Fa'el Zamin of the Chief of Limbdi,—1807.

Shri (*Prosperity*).

Written by Vyas Bhagti Mogji of Viramgam to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jhala Harisinghji of the Taluka of Limbdi, constant and efficient security against exciting disturbances, (Fa'el Zamin) for the two shares constituting the entire Province as follows :—

Article 1.

That I will not have a feud with any other (Talukdar), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor will incite any other person to commit any act of violence. And if any one's Bhayat should come and write over to me their lands or village, I will not purchase such lands or village. I will not plunder in the Taluka of any other (Chief) nor on the high-road. I agree to act as has been the custom hitherto. I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

Article 2.

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Sena Khas Khel Saheb, or of the Company Saheb's Government.

Article 3.

On both sides of us are situated the Mahals* of the Shrimant Pant Pradhan, and the Gaekwar Government, and also those of the Government of the Honourable Company. In these Mahals I will not commit any robberies or make any plundering ncursions, nor, will I, in any way, molest any merchant or traveller, but will supply them with labourers, guards and porters and thus escort them beyond my frontier

Article 4.

If I have encroached on the frontier of any other (Zamindar) by force or purchased the land of any one, knowing him to be impoverished, then I agree to resign such lands on fair terms, and afterwards to make no claim to it.

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* Meaning perhaps Mahals in which these Governments held an interest such as tributes, &c., as well as their Crown domains.

ARTICLE 5.

According to the above conditions, I become constant perpetual security, and agree to fulfil and cause (the terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jhala Amarsinghji of Halvad Dhrangadra, the counter-security for this; and execute the deed. Kartak Shud 2nd Samvat 1864.*

Signatures—VYAS BHAGTI MOGJI,
(Mark)
(Counter-security's) signature
(Mark)

Written by Jhala Shri Amarsinghji. I have become counter-security and will fulfil and cause to be observed that which has been written above.

The handwriting of Mehta Parbhuji.

A. WALKER,
Resident.

PERPETUAL REVENUE ENGAGEMENT OF THE CHIEF OF LIMBDI.

To Shreemunt Rowshree Sena Khas Kheyl Shumsher Bahadoor writes Jhalla Huree Sing, of the Talooka of Limree, viz.

The armies of the Honourable Company and Guikwar having come into this country, with a view to effect a permanent and equitable adjustment for the country of Kattywar, and its Bhoomias, Grassias, Kattees, and ryots, and that their revenues should continue to be paid at Baroda, I have of my own free will and consent engaged, and do by this writing engage, for the above talooka, its perpetual jumma-bundee and kharajat, as per bond separately executed, as given when the armies used to arrive in the country. This, however, being attended with great detriment to the country, and disturbing the tranquillity of the ryots, and being convinced that the above arrangement provides for my benefit, the jumma of the above talooka and its kharajat shall, each succeeding year, be settled at Baroda, according to the bond, by sending an agent for the purpose, nor shall any deviation take place in this respect.

* 1st November 1807.

I do therefore, for myself, my sons, and grandsons, from generation to generation, and my successors, engage to the above purpose; and for any deviations therein, they become responsible to government.

Signature of JHALLA HUREE SING,
Bhandaree of the Honourable Company.

A. D. WALKER,
Resident.

TRANSLATION of the DECENNIAL SECURITY BOND, being the writing of SOWJEE PUTTOO, on behalf of JHALLA HUREE SINGJEE of LIMREE, to the SHREEMUNT ROWSHREE SENA KHAS KHEYL SHUMSHER BAHADOOR.

That for Jhalla Huree Sing, of the talooka of Limree, I have engaged for the jummabundee for ten years to the Sircar, being, for jummabundee and kharajat included, Rupees 51,931, and agreeably thereto are the several instalments given in writing; and agreeably to these instalments are the payments to be made in Baroda, attending at the stated periods, and having made the settlement thereof, then return; yet if it so happen that any delay shall in this occur, the same delay shall be made good by interest for the number of days beyond the stated period of instalment at one per cent. per month.

	Rs.
The yearly kist or bond to be rendered will be for	51,931
Particulars of which are—	
Jummabundee	48,001
Kharajat, in which will come Sooba Sookree	1,000
Benee Bandaree	1,101
Nuzerana horse	501
Zemindar Sookree	501
Dewanjee	301
Durrukdars	326
Shageerd Pesha	125
Soot and Chumera	75
TOTAL .	51,931

Payable at these instalments, *viz.*:—

Margsheerh Soodh (or December) 2nd.

Pous Soodh (or January) 2nd.

Magh Soodh (or March) 2nd.

Falgoon Soodh (or April) 2nd.

No. II.

Fa'el Zamin of the Chief of Gondal,—1807.

Shri (*Prosperity*).

Three Peshwa 15.

Written by Barot Karar son of Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jadeja Devaji and Kunvar Nathuji of the Taluka of Gondal-Dhoraji, constant and efficient security against exciting disturbances (Fa'el Zamin) for the two shares constituting the entire Province as follows :—

Article 1.

That I will not have a feud with any other (Talukdar) nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor will incite any other person to commit any act of violence,* *nor will I encroach upon the boundary of another*. I agree to act as has been the custom hitherto, and if any one's Bhayat should come and write over to me their lands or village, I will not purchase such lands or village. *I will not revenge myself upon any one for past enmities.* I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the high-road. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

Article 2.

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Shri's(Gaekwar's) Government, or of the Company Bahadur's.

Article 3.

On both sides of us are situated the Mahals of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and guards, and thus escort them beyond my frontier. *The owner of the village, within the limits of which, a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village of a Talukdar, the Talukdar shall be responsible, and* (*the village owner or the Talukdar*) *shall produce the real thief.*

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* The words and sentences in italics are in addition to the text of the Limbdi Fa'el Zamin.

ARTICLE 4.

If I have encroached on the frontier of any other (Zemindar) by force or purchased the land of any one knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I execute this deed, and make Jam Shri Jasaji of the Navanagar Taluka the counter-security for it; and agree to fulfil the (terms of the) same as above. Should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar *and their officials** may demand, together with the daily expenses and fine imposed by the Mohsal. Kartak Shud 2nd Samvat 1864.

Signature (of the security) (Mark).

Signature (of the counter-security) JAM SHRI JASAJI.

The handwriting of RUDARJI RUGNATHJI.

No. III.

FA'EL ZAMIN of the CHIEF of VANKANER,—1807.

Shri (Prosperity).

Written by Barot Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar on behalf of Jhala Chandrasingji of Taluka Vankaner constant and efficient security against exciting disturbances (Fa'el Zamin) for the two shares, constituting the entire Province as follows :—

ARTICLE 1.

That I will not have a feud with any other (Chief), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput,* *nor will I encroach upon the frontier of another*, nor will incite any other person to commit any act of violence. I agree to act as has been the custom hitherto and if any one's Bhayat should come and write over to me their lands or village I will not purchase such lands or village. *I will not revenge myself upon any one for past enmities.* I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the high-road. If any impoverished landholder should be in want, and write over

* The words and sentences in italics are in addition to the text of the Limbdi Fa'el Zamin.

his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel, or of the Company Bahadur's Government.

ARTICLE 3.

On both sides of us are situated the Mahals of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and thus escort them beyond my frontier. *The owner of the village, within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible or (the village owner or the Talukdar) shall produce the real thief.*

ARTICLE 4.

If I have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this agreement, then I consent to give such satisfaction of the case in point as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jadeja Jiaji of Taluka Morvi, the perpetual and efficient counter-security for this, and execute the deed.

Signature of BAROT FULJI RUPSINGH of NARA (Mark).

Written by JADEJA JIAJI of MORVI.

To wit,—I have become perpetual and efficient counter-security to the Sarkar, and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature (of counter-security) JADEJA JIAJI.

Handwriting of KERPARAM DAYRAM.

No. IV.

Fa'el Zamin of the Chief of Bhadvana,—1807.

Shri (*Prosperity*).

Written by Vyas Bhagti Mogji of Viramgam, to Shrimant Rao Shri Sena Khas Khel, Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jhala Tejaji and others of Bhadwana, Bhayat of Taluka Limbdi, perpetual and efficient security against exciting disturbances (Fa'el Zamin), for the two shares, constituting the entire Province as follows :—

Article 1.

That we will not have a feud with any other (Chief), nor will harbour the outlaw of any other (Talukdar), whether Kathi or Rajput, nor will we incite any other person to commit any act of violence ; and if any one's Bhayat should come and write over to us their lands or gardens (Wadis), we will not purchase such lands or gardens (Wadis). We agree to act as has been the custom hitherto. **We will not revenge ourselves upon any one for past enmities.* We will not harbour thieves in our limits, but if we keep any in our country, it shall be under proper precautions. We will not plunder in any Taluka or on the high-road. If any impoverished landholder should be in want, and write over his land or village, we will report the matter to Government, and only purchase them after obtaining permission. And if we should ever wish to write over (our lands) to any one, we will only write them over, after obtaining the Government permission.

Article 2.

We will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel or of the Company Bahadur's Government.

Article 3.

On both sides of us are situated the Mahals of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these Mahals we will not commit any robberies, or make any plundering incursions, nor will we in any way molest any merchant or traveller ; but will supply them with labourers and porters, and thus escort them beyond our frontier. *The owner of the village within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible.*

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* The sentences in italics are in addition to the text of the Limbdi Fa'el Zamin.

ARTICLE 4.

If we have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then we agree to resign such land on fair terms, and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions, I have become constant and efficient security and agree to fulfil and cause the (terms of the) same to be observed, from generation to generation; and should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal. I make Jhala Rupaji of Mouji Kherali, the perpetual and efficient Ad Zamin (counter-security) for this, and execute the deed. Kartak Shud 12th of Samvat 1864.

Signature of VYAS BHAGTI MOGJI (Mark).

Written by Jhala Rupabhai—To wit,—That I have become perpetual and efficient Ad Zamin (counter-security) to the Sarkar and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature (of counter-security) JHALA RUPABHAI.

To wit,—That I have become counter-security, and will fulfil and cause to be observed, that which has been written above.

Handwriting of BHAUJI.

No. V.

MEMORANDUM of an AGREEMENT with the CHIEFTAIN of LIMREE touching the SETTLEMENT of the LIMREE TALOOKA,—1807-1808.

ARTICLE 1.

A permanent agreement with a guarantee touching the injury to which my old talooka, including the villages in the Dhundooca and Ranpore, is liable by the egress and regress of the army.

ARTICLE 2.

The instalments and money payments shall be made as heretofore. The chunde, provision, and paun-soo paree shall be supplied by me, in the usual manner to any village guard furnished on my requisition, during the egress and regress of the army.

ARTICLE 3.

If any cattle should go into the camp from my talooka after the payments shall be made, they shall be given up in the usual manner.

ARTICLE 4.

The payments of my Bhayad being made separately to the Government, they shall be realized by it, without any molestation to me on that account.

ARTICLE 5.

If any of my Bhayad or co-sharers should prefer an appeal to Government I am not to be restrained by any unjust interference on its part, in what I have hitherto enjoyed under written instruments. On the other hand, I am to do nothing henceforward without the sanction of Government previously obtained.

ARTICLE 6.

If any part of my conduct should appear exceptionable to Government, it shall in the first instance, despatch a Cossid to warn me, and if I should omit to send back a person along with the same Cossid to justify myself to Government a Mohsul is to be thereupon despatched.

ARTICLE 7.

If through the dispensations of Providence my country should be visited in any year by afflictions, heavenly or earthly, the Government shall afford me its succour in such year.

ARTICLE 8.

If the payments on account of the Choova talooka should not be made in any year, I will cause the Chief of Bhurkoova to liquidate the same according to the amount assessed by Government on the said village of Bhurkoova, being Rupees 475, but no injury is to be done to the village.

ARTICLE 9.

I request the succour of Government in conformity with the foregoing representation, and upon the condition that I regularly make the payments at Baroda from Sumwut of the year 1865, during the whole of the decennial settlement, and enter into a written engagement to make the same payments at Baroda in all time to come; and further that I give *fa'el* and *arr* security permanently for my submission (Rujoo) to Government. I request the guarantee for the just and due fulfilment of this agreement of Major Alexander Walker on the part of the Honourable Company.

ARTICLE 10.

It is hereby agreed that the stipulations of the foregoing ten Articles shall be carried into effect by Government.

ALEXANDER WALKER, *Major*.

Dated Camp near Pergunnah Surpudur, talooka Daley, in Kattywar, one Ramjan Sunnut Suman-wu Mytein-wu Ulf.

No. VI.

ENGAGEMENT entered into by the JHAREJA CHIEFS for the suppression of INFANTICIDE,—1807-08.

Whereas the Honourable English Company and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having set forth to us the dictates of the Shasters and the true faith of the Hindoos, as well as that the 'Brumhu Vywurtuk Pooran, declares the killing of children to be a heinous sin, it being written that it is as great an offence to kill an embryo as a Brahmin; that to kill one woman is as great a sin as killing a hundred Brahmins; that to put one child to death is as great a transgression against the Divine laws as to kill a hundred women; and that the perpetrator of this sin shall be damned to the hell Kule Sootheeta, where he shall be infested with as many maggots as he may have hairs on his body, be born again a leper, and debilitated in all his members, we, Jhareja Dewajee and Kooer Nuthoo, zemindars of Gondul (the custom of female infanticide having long prevailed in our caste), do hereby agree, for ourselves and for our offspring, as also we bind ourselves, in behalf of our relations and their offspring, for ever, for the sake of our own prosperity, and for the credit of the Hindoo faith, that we shall from this day renounce this practice; and, in default of this, that we acknowledge ourselves offenders against the Sircars. Moreover, should any one in future commit that offence, we shall expel him from our caste, and he shall be punished according to the pleasure of the two governments and the rule of the Shasters.

The above Engagement was signed by the following Chiefs:—

No.	Names.	Talookas of villages.
1	Jhareja Hoteejee	Kotara Sanganee.
2	Jhareja Dossajee and Kooer Suttajee	Mallia.
3	Jhareja Jehajee	Moorvee.
4	Jhareja Runmuljee and Kooer Lakajee	Rajkot.
5	Jam Jessajee	Nowanuggur.
6	Jhareja Runmuljee, by the agency of Kooer Verajee .	Sirdhar.
7	Jhareja Dewajee and Kooer Nuthoojee	Gondul.

The above Engagement was signed by the following Chiefs :—contd.

No.	Names.	Talookas of villages.
8	Jhareja Boput Sing	Dehrol.
	Jhareja Hoteejee	Kursura.
	Jhareja Suttajee	Jallia.
9	Jhareja Khengarjee	Hurmuteea.
	Jhareja Jehajee	Kotaree.
10	Jhareja Ramsingjee	Amba.
	Jhareja Kheemajee	Lodeka.
	Jhareja Dewajee	Paal.
	Jhareja Morjee	Goureedur.
	Jhareja Dossajee	Kotaria.
	Jhareja Khanjee	Wudalee.
	Jhareja Tejmuljee	Veerwa.
	Jharejas Khanjee and Bhanjee	Gudka.
	Jhareja Rai Sing	Shapoor.
	Jharejas Raojee and Hudoojee	Kangseealee.
11	Jhareja Phooljee	Drappa.
	Jhareja Salleyuljee	
	Jhareja Raebjee	
	Jhareja Jejee Rasanjee	
	Jhareja Ramsingjee	
12	Jharejas Maroojee and Kooer Osajee	Rajpoor; the Bhayad of Kotara Sanganee.
13	Jhareja Bunajee	Barwa.
14	Jhareja Samutjee	Mengnee.
15	Jhareja Phoolajee	Seesang.
	Jhareja Dadajee	
	Jhareja Soojajee	
	Jhareja Mukunjee	
16	Jharejas Pemjee and Wagjee	Dedee Molee.
17	Jhareja Soorajee	Kuree and Veerpoor.
18	Jhareja Kana Mooloo	Salodur Wowree.
	Jhareja Kana Mota	
	Jhareja Kana Hookajee	
	Jhareja Kana Rokajee	
	Jhareja Kana Puchanjee	
	Jhareja Kana Nuthoojee	
19	Kooer Sallajee	
20	Rana Sirtanjee and Kooer Hallajee, Jetwas	Porebunder.

A. WALKER,
Resident.

No. VII.

TRANSLATION of an AGREEMENT executed by HAMED KHAN BAHADOOR of JUNAGADH renouncing in future PIRACY and all RIGHT to WRECKS,—1808.

Be it known to all that I, Hamed Khan Bahadoor Babee Fidwee Shah Alum Badshah Ghazee, Governor of the city of Joonagurh, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of

Agreement concluded by me and by Major Alexander Walker, Resident, on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamed Khan Bahadoor, on my own part, and on the part of my heirs and successors, do in like manner engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports ; and should any one being rebel against my government, and living in another country, enter mine and plunder any one, I will point out the residence of that thief.

I, Hamed Khan Bahadoor, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce ; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the harbours of the Honourable Company.

I have agreed to these Articles that no cause of misunderstanding or dispute may exist between me and the Honourable Company.

Without date.

SEAL OF HAMED KHAN BAHADOOR.

No. VIII.

TRANSLATION of an AGREEMENT executed by RANA SIRTANJEE and KOOER HALLAJEE of POREBUNDUR renouncing in future PIRACY and all RIGHT to WRECKS,—1808.

Be it known to all that we, Rana Sirtanjee and Kooer Hallajee of Porebundur, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind ourselves, our heirs and successors, to observe the following Articles of Agreement concluded by us, Rana Sirtanjee and Kooer

Hallajee of Porebundur, on our part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Rana Sirtanjee and Kooer Hallajee of Porebundur, do in like manner for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person under our authority, or subject to our control, nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to the vessels in distress, and renounce all claims to wrecks to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into our ports for the purposes of carrying on freely trade and commerce ; and those merchants and traders who are subject to our authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

It is further agreed to by us that to prevent all future causes of dispute or misunderstanding, the Honourable Company may appoint an agent to reside at Porebundur, and from time to time cause one of their (Company's Sircar) vessels to visit the port and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

No. IX.

TRANSLATION of an AGREEMENT executed by JAM JUSSAJEE of NOWANUGGUR renouncing in future PIRACY and all RIGHT to WRECKS,—1808.

Be it known to all that I, Jam Jussajee, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by me on my part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee of Nowanuggur,

do in like manner for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jussajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress and renounce all claim to wrecks, to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

Dated Pous Vud 30th Sumwut 1864, or 27th January A. D. 1808.

RUDRAJEE RUGOONATHJEE,
for JAM JUSSAJEE.

A precisely similar engagement was taken from Khowas Suggaram and Pragjee of Joriabundar.

No. X.

TRANSLATION of a NOTIFICATION sent by CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, to the CHIEFS of the PROVINCE of KATTYWAR for PUBLICATION within their RESPECTIVE TERRITORIES, with the endorsement of some consenting to act accordingly,—1820.

Shree Durbar proclaims to all the people that Captain Barnewell, the Political Agent in Kattywar, has sent us a notification, which is published for your information.

The Political Agent will address a perwannah to me about the Showkar's opium passing through my territory, which will contain the quality and quantity of the opium, and whether it is contained in baskets, leather pots, boxes or carts, as also the place where it will be stored.

A register containing the names, etc., of the persons who bring opium to my town and villages dependent to it and sell it, and of the purchasers, should be

kept. On enquiry by Government, should any one fail to produce a regular register, or if any one conceal the real amount sold, a duty, at the rate of one Rupee per each seer short, will be charged and recovered from the dealer.

The duty on the opium covered by a pass will not be much. This arrangement has been made by Government with a view to prevent opium being exported at any of the seaports.

Should any opium be brought on carts, camels, bullocks, vessels, or by any other conveyance without a pass, the opium, with the conveyance, will be confiscated in payment of the fine. A third part of it will be paid to the person who causes it to be seized, or who points out the smuggler with certainty, and the remaining two parts will be paid to the Talookdar or Zemindar of the place where it was seized, and if it be seized within my talooka the same will be given to me.

Should any person keep or cause to be kept concealed any opium which has been smuggled as above, the opium will be seized for the offence, and an amount double its value will be recovered from him as fine. A third part of the whole will be paid to the informer, and the remaining two parts to the Talookdar or Zemindar in whose limits it may be seized. If it be discovered within my territory the same will be paid to me.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

Endorsements below copies of the draft proclamation or letters containing similar clauses.

WUDWAN.

Proclamations to the above effect will be promulgated within my territory and arrangements about opium made accordingly.

JHALLA JALLUMSINGJEE.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

LIMREE.

Arrangements will be carried out in conformity to your letter which has been received.

JHALLA HUREE SING,

In the handwriting of NUTHOO JEEVUNRAM.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

GONDUL.

Government having sent Mehtas to make arrangements about opium to Gondul, Dhorajee, and Oopletta, I agree to act as above.

Mark of JADEJA SHREE CHUNDRASINGJEE.

Sumwut 1877, Magh, Soodh 5th (7th February 1821).

No. XI.

TO SHREE SIRCAR CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, on behalf of the HONOURABLE COMPANY,—1821.

To wit,—The Dewan of Talooka Nowanuggur, Mehta Motiram Samuljee, writes that a store has been established at Ranpore since 1st February A. D. 1821, corresponding with Sumwut 1877, Pous Wud 14th. Draft of a proclamation has also been furnished to me, directing that those who wanted opium for retail sale within this talooka should purchase the same from that store. The proclamation in the prescribed form will be published in the town and viliages of the pergunnahs for the information of the people at large. If any one requires any opium for retail sale he will be furnished with a letter, and sent to the Government store to purchse it. If any one purchases any opium from any place other than the Government store, or if any one sells it, or brings it from other countries, the fact shall be reported to Government immediately, and the opium appearing to be other than of the Government store drug shall be confiscated by Government; one-third of it shall be paid to the informer, and the remaining two-thirds to the talookdar within whose limits it was seized. Should it be confiscated within my territory Government will be pleased to make over the same to me.

Sumwut 1877, Pous Soodh 8th, Thursday, 11th January A. D. 1821.

MOTI SAMULJEE.

Letters to the same effect as the preceding, addressed by the undermentioned Chiefs, are also forthcoming:—

	Date of letters.
1, Rana Shree Kheemajee of talooka Poorbundur .	Sumwut 1877, Pous Soodh 3rd (7th January 1821).
1, Rana Shree Umersingjee, zemindar of talooka Drangadra	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Maharana Pratheeraj, zemindar of Than Lukhtur .	Sumwut 1877, Pous. Soodh 14th (17th January 1821)

	Date of letters.
1, Mulck Bawa Meean, Mulck Chandajee, Mulck Larjee, Mulck Dullajee, and the Dussareas jointly, zemindars of talooka Dussara	Sumwut 1877, Magh. Wud 1st (17th February 1821).
1, Mulck Duria Khan of talooka Bujana . . .	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Puthoojee, Koombhajee, Geerdhurjee, and Khanajee, zemindars of talooka Jhinjoowara . . .	Sumwut 1877 (1820-21).
1, Mulck Bapjee, zemindar of talooka Wunode . .	Sumwut 1877, Magh Wud 1st (17th February 1821).

1, Jadeja Mooloojee of talooka Veerpore Khureree, 18th January.

1, The undermentioned Zemindars of the Talookas in Kattywar have signed one joint etter, dated 18th January :—

1. Wala Vicumsee Jethanee and others of Jaitpoor Cheetul.
2. Khachur Chella Wajsoor of Jusdhun.
3. Khachurs Ogur and Moka, sons of Wajsoor, of Khumbhala.
4. Khuvur Sadool Loona of Soodamra, signed on the 19th January.
5. Wala Hursoor Hathia of Bhulgam.

1, Guzuffer Khan, Mahomed Khan, and Unwur Khan of Batwa	18th January.

RANSLATION of a LETTER from JHALA CHUNDRA SINGJEE of WANKANEER to CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's Notification about opium has been received. I have made arrangements by your order since last year. In my town no one has got any old opium. The quantity required up to this time for the talooka's consumption was obtained from the Government store at Limree. Hereafter it will be fetched from Rajkot. Enquiries are being made about passers-by, but as yet no one has been apprehended. Whenever any one is seized Government will be informed. Please write letters in return.

Sumwut 1878, Kartick, Wud 9th (18th November 1821).

Letters to the same effect as the preceding, from the undermentioned talookas, are forthcoming :—

1, Saela, dated Sumwut 1878, Kartick, Soodh 11th (6th November 1821.

1, Moolee, dated Sumwut 1878, Kartick, Soodh, 13th (7th November 1821).

TRANSLATION of a LETTER from JHALA UBHE SINGJEE OF SWUSTHAN CHOORA to the address of CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's perwannah about opium has been received, and will be proclaimed throughout my territory. No one will import smuggled opium. Those who require opium will be made acquainted with the contents of the Sircar's perwannah. In these days no one can act irregularly. Dealers

sell opium by order of Government at the rate of three Rupees weight per Rupee. This is my request.

Sumwut 1878, Kartick, Soodh 11th (6th November 1821).

A similar letter has been received from the Bhoomia of Wurode, dated Sumwut 1878 Kartick, Soodh 13th (7th November 1821).

TRANSLATION of a LETTER from KHACHUR CHELLA WAJSOOR of JUSDUN to CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Government Notification about opium has been received, and the contents have been made known. I will make arrangements as therein directed. Should I require any opium for consumption I will obtain it from the Government store at Rajkot.

Dated 1878, Kartick, Wud 5th (29th November 1821).

Letters to the same effect as the preceding, from the undermentioned Girassias, are forthcoming :—

1, Jhala Jeevunjee, etc., of Chuchana	Sumwut 1878 (A.D. 1821), Kartick Wud 7th.
1, Jhala Nuthoobhae and Kurunbhae of Pulalee . .	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Jhala Agar Singh of Kurmur	Sumwut 1878 (A.D. 1821), Kartick Wud 4th.
1, Bhambhla Kadoo Jiva of Bharejra	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Kurpra Mooloo of Rampur	Sumwut 1878 (A.D. 1821), Kartick Wud 13th.
1, Rae Sauklee, Desaeebhae Ramdass	Sumwut 1878 (A.D. 1821) Kartick Soodh 13th.
1, Khachur Rama Mooleo and Oonur of Paliad	Sumwut 1878 (A.D. 1821), Kartick Wud 2nd.

TRANSLATION of a LETTER to the address of SHREE SIRCAR CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, on behalf of the HONOURABLE COMPANY BAHADOOR.

To wit,—Purmar Bunney Singh and the other brothers of Moojpur, jointly beg to submit their respectful compliments, and to represent that your perwannah about making opium arrangements has been duly received. The arrangements

will be made as directed by you. The opium required for our consumption will be obtained from the government store. Should any one carry any opium without a government passport, we will apprehend him and communicate the circumstances to government. This is the petition dated Sumwut 1878 Kartick Wud 11th, Tuesday (20th November 1821).

PURMAR BUNNEY SING.

In the handwriting of JHALA MALLAJEE.

Similar letter have been received from the undermentioned Girassias, dated as set forth opposite their names:—

1,	Jhala	Bechurjee of Wunna	Sumwut 1878 (A.D. 1821), Pous Soodh 4th Friday.
1,	,,	Kussyajee of Oontree	Sumwut 1878 (A.D. 1821), Pous Soodh 8th.
1,	,,	Nagjee and Kandhabbhae of Gerree . .	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1,	,,	Jalumsingjee and Jivabhae of Devulia . .	Ditto ditto.
1,	,,	Jetheejee of Wunala	Ditto ditto.
1,	,,	Runchorjee and Hallabhae of Kumalpore .	Ditto ditto.
1,	,,	Nuthoojee and Kanthurjee of Laliad . .	Ditto ditto.
1,	,,	Chandabhae and Hurribhae of Bhurukwa .	Ditto ditto.
1,	,,	Kusiabhae, Ruttonjee, and Attabhae of Durode	Ditto ditto.
1,	,,	Wustajee of Khumbhlao	Ditto ditto.
1,	,,	Puthobhae and Gujabhae of Jakhun . .	Ditto ditto.
1,	,,	Ruttonjee and Attabhae of Chulala . .	Ditto ditto.
1,	,,	Hurjee of Showka	Ditto ditto.
1,	,	Jeebhae and Bhimjee of Bhulgamra . .	Ditto ditto.
1,	,,	Jethibhae and Jorabhae of Kuntharia . .	Ditto ditto.
1,	,,	Khimabhae of Tulsana	Ditto ditto.
1,	,,	Bhimjee and Nathoobhae of Bhuthan . .	Ditto ditto.
1,	,,	Gopaljee and Bunnabhae of Unkawalia . .	Ditto ditto.
1,	,,	Nagbhae and Jemulbhae of Khandia . .	Ditto ditto.
1,	,,	Kuslabhae and Mullabhae of Sumla . .	Ditto ditto.
1,	,,	Fuljee Bharajee and Jethibhae of Tavee . .	Ditto ditto.
1,	,,	Seshabhae of Julala	Sumwut 1878 (A.D. 1821), Kartick Soodh 15th.

No. XII.

ENGAGEMENT entered into in September 1822 by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, for prohibiting the TRANSIT of OPIUM through his TERRITORY.

The orders of the Sircar being that no opium shall be allowed to pass through the country subject to their control, I, Futteh Khan, do hereby engage to the Sircar that no opium shall be allowed to pass the limits of my district.

A public notification has been already issued to my nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of opium through my talooka; and because merchants and others may conceal opium among other commodities, all packages shall be strictly examined previous to their being permitted to pass, and should any opium be found in them, it shall be immediately confiscated. In this matter I will not fail.

I beg the favour that the Sircar may be pleased to direct the Mehta stationed at this place to give his aid in the detection and prevention of the transit of opium.

FUTTEH KHAN.

This engagement was signed by the Chiefs of Radhanpur, Wao, Suigam, Tharad, Morwara, Warahi, Chorwar, Chadchat, Terwara, Deodar, Bhabar and Beinup.

No. XIII.

FA'EL ZAMIN of the CHIEF of DASADA,—1822.

Shri (Prosperity).

To the Shri Darbar,

Written by securities Malik Bapumiah Lalamiah and Malik Baji Motibhai and Malik Kamumiah Dalabhai and Babar Khan Bhai Sajibhai, inhabitants of the Dasada Taluka, and by the counter-securities Barosi Jafar Achhabhai and Sindhi Moti Chaba and Pathan Sher Khan Bala and Babar Jamal Chandbhai, inhabitants of the aforesaid Taluka.

To wit,—We have become perpetual and efficient securities and counter-securities for (the non-commission of acts of violence by) the Gametis (Talukdars) Girasias and Jivaidars and all other armed tribes and of the Charan's huts (with) enclosures within the villages of the said Taluka. No one shall commit acts of violence nor harbour any robber or any one's outlaw nor associate with them, nor give or send to any bad characters either food or provision in the village lands or on the frontier, and if any man shall come and reside at the house of any one and it be proved that such person be an outlaw or offender against any one, we agree to produce him, and promise not to keep stolen property, and if any one's outlaw be crossing our lands or boundary, we agree on being informed to this effect, to at once go and capture them; and if an alarm of bad characters having come to any neighbouring village reach us, we agree to go thither at once and aid such neighbouring village. If we make any default in acting as above written, we agree to produce the defaulter, and if we are unable to produce him, then we personally agree to constantly and efficiently, conjointly and severally, be responsible to both the Sarkar and the Darbar for the loss as directed by them,

and if the tracks of any bad characters shall enter the lands of any village of our Taluka, we agree to carry them on satisfactorily to another village and there entrust them to the authorities of such village. And if we are unable to carry on satisfactorily the tracks, then we agree to be responsible in such way as the Government may direct.

Samvat 1878, 1st Aso Shud 8th, September 23rd, 1822 A. D

Signature of Securities—

MALIK BAPUMIAH LALMIAH.
(Mark).

MALIK KAMUMIAH DALAMIAH.
(Mark).

MALIK BAJI.
(Mark).

BABAR KHANBHAI SAJIBHAI.
(Mark).

Handwriting of Samtullah.

Signatures of Counter-Securities.

BAROSI JAFAR ACHHABHAI.
(Mark).

SINDHI MOTI CHABA.
(Mark).

PATHAN SHER KHAN BALA.
(Mark).

BABAR JAMAL CHANDBHAI.
(Mark).

No. XIV.

TRANSLATION of an AGREEMENT entered into by the JHAREJAS of SANTULPORE for the SUPPRESSION of INFANTICIDE, dated Choitro Soodh 2nd Sumvut 1883, 3rd March 1827.

It being reported that the murder of female children is still continued among the Jharejas of Santulpore and Charchut, and as this custom is wicked, unnatural, and forbidden in the Hindu shasters, and as it is the anxious desire of the British Government that a custom so degrading and revolting to humanity should be suppressed, and that arrangements should be made to restrain the Jhareja brethren from the commission of this crime in future, also that satisfactory assurances should be given to that effect, we, Kullian Sing, Maun Sing, Bowajee and Wukut Sing, the sons of Moolwajee, and Nathojee, the son of Hujjajee, etc., with the whole of our brethren, hereby declare that since Sumvut 1875, A.D. 1818, when

Captain McMurdo made arrangements for the suppression of child murder at Bhooj, no one has destroyed his female offspring in our taluka; that fifteen daughters of our family are now living, and we with true hearts engage to ensure the observance of this contract, and that no one, including all our brethren, shall again commit this crime in our taluka. We engage also when any daughters are born to us to communicate the same to the Karkoon at Santulpore for the information of Government, and in order that the births be registered. If any one among our brethren should violate this contract by the murder of his daughter or daughters in our taluka, that man shall be considered a criminal, and we engage to make Government acquainted with the fact and his name, and if we do not, we have violated our engagements to Government and are offenders.

A precisely similar engagement was made on 9th June 1827 with the Jharejas of Chadchat.

No. XV.

Renewed ENGAGEMENT entered into by the JHAREJA CHIEFS of KUTCH, under date the 23rd March 1840, renouncing FEMALE INFANTICIDE,—1840.

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

ARTICLE 1.

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

ARTICLE 2.

Whenever a newly-born child is destroyed among the Bhayad the Chief shall give information to the Durbar, within the space of fifteen days, in order that the murderer may be visited with punishment by fine or otherwise. If the Chief conceals any instance of the crime, or neglects to take such measures as are sure to prevent its concealment from himself, and information of its having been committed reaches the Durbar from another quarter, then the Chief himself shall submit to be heavily fined. It therefore behoves the Chief to take good precautions and whenever it is ascertained that the wife of a Jhareja has been pregnant,

and the child is stated to have been born prematurely, or to have died naturally, in such case four respectable men shall take cognizance of the facts, and their verdict shall be reported to the Durbar within fifteen days.

ARTICLE 3.

The Durbar will keep the amount of all fines inflicted under the 2nd Article in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the Chief.

ARTICLE 4.

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

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

JHAREJA RAHEBJEE,
Of Kotara.

BHOOJ;
The 23rd March 1840

A similar engagement was on the same day signed by the undermentioned Chiefs:—

Jhareja Chandabhaee, of Naugercha
Jhareja Soomrajee, of Terah.
Jhareja Khangarjee, of Roha
Jhareja Soomrajee, of Mohtara
Jhareja Gorjee, of Suturee.
Jhareja Kulian Sing, of Airysir.
Jhareja Humeerjee, of Roturee.
Jhareja Momyajee, of Goojoo.
Jhareja Humeerjee, of Sandan.
Jhareja Lukajee, of Assombeea.
Jhareja Assaryajee, of Nureeya.
Jhareja Jeehajee, of Kheroee
Jhareja Gaoejee, of Furadee.
Jhareja Nathajee, of Bidra.

No. XVI.

ENGAGEMENT executed by the CHIEF of the HOTHEE TRIBE for the SUPPRESSION of FEMALE INFANTICIDE,—1842.

I, Hothee Koonurjee, of Burra Bundra, write that there was a Treaty made between the English and Kutch Government in the year Sumwut 1875, A. D. 1819, in the 17th Article of which all the Jhareja Bhayad agreed not to destroy their female children; in that agreement the whole of the tribes concurred; therefore the Durbar many times has reiterated its orders, but we from our foolishness did not agree to this; but now Moonshee Gool Mahomed came to our village to make the census, and we would not, according to the custom of the country, allow him to take it. This was on our part a great fault; therefore the Sircar sent on us ten Mohsul sowars, and we went and prayed for pardon of our offence from the two Sircars, and agreed, according to the agreement of all the Jharejas, to keep our children alive according to the four paragraphs written underneath :—

ARTICLE 1.

An accurate account of all the sons and daughters born in the Bhayad shall be rendered yearly to the Durbar, according to a set form.

ARTICLE 2.

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

ARTICLE 3.

The Durbar will keep the amount of all fines inflicted under the 2nd Article in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the Chief.

ARTICLE 4.

One or two Mehtas from the Durbar will go round the country; and when they arrive in any of the villages the Chief will cause accurate lists of all the sons and daughters to be made out for the information of the two governments.

No. XVII.

TRANSLATION of an ENGAGEMENT entered into by JHAREJA KENGARJEE, of RHOAH, on the 7th May 1846.

Jhareja Kengarjee, of Soomree Rhoah, writes thus:—Because in 1819 the British Government made a Treaty with that of His Highness the Rao, and in the 17th Article it was agreed that infanticide should not be permitted, and to this effect I gave a written agreement; again in A.D. 1833-34, on this account I gave a written paper to the Durbar; but the two Governments not having full faith again, in 1839-40, took from me a fresh writing; and now to make enquiries the two Sircars have summoned me to Bhooj, when all the above written papers and the written notice sent by Sir J. Malcolm in 1829-30 were all read, and regarding the 2nd Article of the Agreement of 1839-40, I was questioned, when it appeared that it was not altogether fulfilled, whereas I could not make any excuse, I requested pardon, and petitioned that I would take certain measares to see that the following arrangements were duly carried out, *viz*:—

ARTICLE 1.

A skilful midwife, such as shall be approved of by the Durbar writers I will always entertain as a servant, and she will every two months travel through all the villages belonging to my clan, and come and inform me of the number of women in labour and the number of months, that she and I may be able to give an account to the Durbar writer when he comes round.

ARTICLE 2.

Whenever a premature birth shall occur this midwife will inform me of it, so that I may keep a correct account of it and of those who are in child labour.

ARTICLE 3.

Thus, as is written above in the 1st Article, the account of women in child labour being kept, after nine months I will cause inquiry to be made, and take great care about it and not neglect it; if after this any neglect should be apparent on my part the two governments may take any measures that will satisfy them.

ARTICLE 4.

I will keep a strict register of all male and female births, with such witnesses and explanations of all deaths caused by disease, etc., as will be satisfactory to the Durbar Agents.

ARTICLE 5.

From the form of the births and deaths of children which the Durbar sends annually for, the two Sircars observe that more deaths from disease occur amongst the females than the male children, and that sufficient care and protection is not afforded to the former and on this account desire greater cautions; therefore

I will take every possible means as above, and by every other way endeavour, so that it may be certain the female infants will be carefully nourished amongst the brethren of my tribe so that it will be apparent to the two governments.

ARTICLE 6.

Should any of the wives of my brethren go abroad or into any other country, or to the homes of their fathers, and there have female infants and put them to death, this will not be on my head. I only answer for what may take place in my country.

Thus having in view as written in the above Articles, together with the former engagements, I will be answerable that great care is taken, so that should any difference exist, and the arrangement not be sufficient, then the two governments are masters, and shall make what arrangements they choose, and such shall be binding on me.

The above in the name of my forefathers I agree to.

JHAREJA KENGARJEE,
Of Sooree Rhoah.

Dated 7th May 1846.

A similar agreement was entered into separately by the undermentioned Jharejas :—

Jhareja Raibjee, of Kottorah.
Jhareja Humeerjee, of Sondhow.
Jhareja Saomrajee, of Teyrah.
Jhareja Madowjee, of Vunnotee
Jhareja Assoreajee, of Nullia.
Jhareja Gorjee, of Sootree.
Jhareja Humeerjee, of Kotree.
Jhareja Soomrajee, of Mothalle.
Jhareja Sahebjee, of Vinjan.

No. XVIII.

TRANSLATED EXTRACTS from a LETTER addressed by the THAKOOR of BHOWNUGGUR to ARTHUR MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 18th January 1846.

Your letter, dated the 3rd January 1846, has been received, and its contents have been understood. You state that " there is a difficulty regarding the duties leviable on boats passing to and fro from Bombay to Sinde, or elsewhere, which

are obliged by stress of weather or other cause to touch at any of my Bunders; that injury is thereby done to facility of traffic; that government has taken the case of such boats under its favourable consideration; and that the Rao of Kutch, to meet the wishes of government, framed certain regulations on the subject, dated 1st December 1840; that a copy of these regulations was forwarded to me in a letter dated 17th October 1844, in which I am informed that it is to my credit to make arrangements for preventing obstacles being thrown in the way of persons navigating boats, and that if I could make regulations at my Bunders similar to those which are in force at the Bunders of Kutch it would be pleasing to government and beneficial to my own interests." You have asked me to reply to this letter. I am most willing to pay every consideration to the wishes of government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the regulations in question to the Bunders of Mowa and Tolaja that they may be enforced. I have also given a copy to my mootsuddee at this place, with instructions to act accordingly.

Dated 6th Pous Vud 1902, corresponding with the 18th January 1846.

No. XIX.

TRANSLATION of a YAD from HIS HIGHNESS the NAWAB of JOONAGURH to A. MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 19th March 1846.

Your letter and His Highness the Guikwar's agreement of the 15th Shuval have been received. His Highness the Rao (of Kutch) made an arrangement relative to the customs on boats, and you on the above-mentioned Yad wrote your order, requiring me to make a similar engagement.

My reply is, that according to the copies which you sent here, I have sent copies of them to all my Bunders, Verawul, Mangrol, etc., with orders to abide by it.

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

No. XX.

TRANSLATION of a NOTE from HIS HIGHNESS JAM RUNMULJEE of NOWANUGGUR to A. MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated 22nd March 1846, Falgoon Vud 10th Sumwut 1902.

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

No. XXI.

TRANSLATION of a YAD from the THAKOOR of BHOWNUGGUR to MAJOR W. LANG, POLITICAL AGENT in KATTYWAR, dated the 20th December 1849.

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

Dated Sumwut 1906, Pous Soodh 6th, corresponding with the 20th December A.D. 1849.

Written by Suwall Lall Shamjee.

Similar engagements were entered into by the following Chiefs on the undermentioned dates:—

His Highness the Jam of Nawanagar . . .	On the 20th December 1849.
„ „ Nawab of Junagarh. . .	
The Rana of Porbandar	
The Seedee of Jafarabad	On the 30th December 1849.

No. XXII.

1851.

RULES for the EXEMPTION from PAYMENT of DUTIES by VESSELS driven by STRESS of WEATHER into any of the KUTCH PORTS whilst on their voyage between BOMBAY and SINDH, in SUPERSESSION of those established in the year Sumwut 1897, Magsur Soodh 8th, 2nd December A.D. 1840*.

RULE 1.

Vessels from or belonging to the ports of Bombay, or those under the Gaikwar government, Joonagurh, Nowanuggur, Bhownuggur, Porebundur, Jafferabad, and Mangrol, trading with any ports under the English Government, driven by

* *See* Note to Baroda No. XXIII.

stress of weather into Mandavee or any other of my ports, shall, provided they depart without having landed their cargo, or any portion of it, be exempt from payment of duty on the same, with the exception of a charge of five corries, which is to be levied as a fee on all vessels under the foregoing circumstances.

RULE 2.

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

RULE 3.

A vessel driven into Mandavee, etc., under the foregoing circumstances, and being found unseaworthy, her cargo may, within a specific time, be transhipped free of duty charges.

RULE 4.

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

RULE 5.

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

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

RULE 6.

Vessels driven into Mandavee, etc., under the circumstances already set forth, and strictly observing the rules now laid down, shall be allowed to depart on the

payment of five corries (5) only; but the infringement of any one of the rules now established, either by the tindal, the owner of the vessel, or any one of her accredited agents, shall involve the penalty of payment of duty on the value of the cargo.

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

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

RAO DESSULJEE.

No. XXIII.

AGREEMENT entered into by the JHAREJA CHIEFS of SANTULPORE and CHARCHUT with MAJOR J R. KELLY, POLITICAL SUPERINTENDENT of PAHLUNPORE, for the SUPPRESSION of the CRIME of FEMALE INFANTICIDE within their districts, dated the 18th June and 15th August 1853.

The Honourable the Court of Directors having remarked that since the year 1846 the females of the Jhareja tribe under twenty years of age continue to be much less in number than those of the male sex under that age, and required information on this subject; and we having been requested by you to enter into an engagement for the purpose of saving our female children similar to the engagement entered into by the Jam of Nowanuggur on the 25th of February 1812; we write to say that we well know that it is a great sin to kill an infant, and that the murderer thereof will go to the deepest hell, for so it is written in the shaster; this we know. Moreover, the Sircar has sent us books on the subject of infanticide, in which there are many quotations from the shaster to the effect that there is no sin equal to killing a female infant. No one, therefore, should be guilty of this sin, but should save his infant daughter: this is true religion, and we therefore willingly agree to the following arrangements for the preservation of our infant daughters, which are to be binding on us for ever, *viz.*—

ARTICLE 1.

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

ARTICLE 2.

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

ARTICLE 3.

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

ARTICLE 4.

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

ARTICLE 5.

In the event of any female infant dying, and being buried without acquainting the government Karkoon and assembling a punchayet to ascertain the cause of its death, then the party guilty of the infringement of this agreement shall submit to such punishment as government may decide.

ARTICLE 6.

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

ARTICLE 7.

In the event of the government Karkoon being engaged in other business elsewhere and unable to attend, then the Chief of the horsemen on the thanna will be consulted, and everything arranged through him

In this way we have, of our free-will and consent, and being in possession of all our faculties, entered into the above engagement, and we have given, as perpetual security for the due fulfilment of the above writing, the undermentioned, *viz.*, Barote Puttoo Sut Meta wulud Jussa, Swamees Ruttonghur, Sut Maughur, Tejghur wulud Mullooghur, Gudvee Hurree Sing Sut Amra wulud Veerma, Brahmins Pachun wulud Kana, Gora wulud Kana, Gudvee Poonja Sur, Rabeer wulud Davaet, Brahmin Nanjee wulud Mugga, Purmar Runmall wulud Kesserjee, Waghela Veerum wulud Mala, Brahmin Gungaram wulud Roora, Brahmin Bhakur

wulud Jewna, Brahmin Jetta wulud Dana, Swamee Gungaghur wulud Maughur, and Kapree Samut wulud Ram Sing.

Signed by 153 persons.

We do hereby state that we shall abide, and cause the Jharejas to abide also, by the above writing, and we ourselves shall be answerable for it.

Signed by the sureties

A precisely similar engagement was signed by the Jharejas of Tharad and Warahi.

No. XXIV.

ENGAGEMENT executed by the JOONAGURH DURBAR, dated the 26th May 1873.

We formerly gave an Agreement to Colonel Long, Political Agent, on the 20th of December 1849, that if any vessel of the British Government or of the States of Kattywar were driven into our ports by stress of weather we would collect no sea customs from it.

At that time the Maharaja of Kutch had not given in an Agreement to take no customs from ships from our ports driven by stress of weather into the Kutch ports, and therefore we did not make that concession to him.

But afterwards the Rao Saheb on the 27th of October 1851 gave in certain regulations to Government wherein he agreed not to take customs on vessels from the Kattywar ports driven into the Kutch ports by stress of weather.

Wherefore we hereby agree that we will in future allow to Kutch vessels driven into our ports by stress of weather the same exemption from customs as is granted by His Highness the Rao in the abovenamed regulations.

JHALA GOKULJI,
For His Highness the Nawab.

Similar Agreements executed and signed by—

His Highness the Jam Shri Vibbagi of Nawanagar, dated 28th June 1873.

The Joint Administrators of Bhaunagar, dated 13th May 1873.

Rana Shri Vikmatji of Porbandar, dated 21st May 1873.

J. B. PEILE,
Acting Political Agent.

No. XXV.

AGREEMENT executed by the CHIEFS of WADHWAN, LAKHTAR, BAJANA and PATRI ceding full CIVIL and CRIMINAL JURISDICTION over the lands occupied by the BOMBAY, BARODA and CENTRAL INDIA RAILWAY,—1874.

We, the undersigned Chiefs, hereby cede to the Government of India all the civil and criminal jurisdiction possessed by us in the portions of our respective territories which have been assigned and made over by us for the purposes of the Kathiawar extension of the Bombay, Baroda and Central India Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to us or our successors respectively when the land is no longer needed for the above purposes.

2. All Railway employés committing offences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and dealt with by the constituted authorities in our respective States under the advice of the officers of the Political Agency.

Chief of Wadhwan .
Chief of Lakhtar .
Chief of Bajana .
Chief of Patri .

(Signed in Vernacular.)

Dated 16th December 1874.

No. XXVI.

OPIUM AGREEMENT with PALANPUR,—1879.

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in my State, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Gujarat, and have agreed that they are prepared to permit me to import, free of duty (Rs. 650 per chest), the amount of opium required by my State for *bonâ fide* home consumption and have promised to grant me full compensation annually for any diminution of revenue caused by the loss as sources of income of transit duties on opium, and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid by the local vendors and consumers and will form part of the revenues of my State ; I hereby promise and agree that I will use every effort to completely put a stop to the illicit importation of opium, and that I will not allow opium legally obtained by me under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by me that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved wilful violation of these terms, but such privilege will not be withdrawn on account of isolated cases of smuggling.

2. Further, I have to state that all stocks of opium and juice which remained undisposed of on the 1st October 1878 in my State, have been bought up by me and employed for the supply of my retail monopoly.

3. In accordance with the wishes of Government, I agree to furnish half-yearly, to the Political Superintendent, a statement showing the amount of opium imported and the amount sold during each half-year, the proceeds of the sales, and the balance of opium in hand in my State at the end of each half-year.

4. To the above stipulations I agree on the condition that, should any Native State in Gujarat be hereafter allowed to grow and manufacture opium in the same manner as the Baroda State has been, a similar privilege shall be granted to the Pahlanpur State.

SEAL OF THE DIVAN OF PAHLANPUR.

PAHLANPUR;
The 22nd April 1879.

Similar Engagements were signed by the Chiefs of Radhanpur, Tharad and Wao.

No. XXVII.

SUBSTANCE of AGREEMENTS passed by the undermentioned TALUKDARS and JAGIRDARS under the PALANPUR SUPERINTENDENCY regarding OPIUM,—1879.

Whereas new rules have been made by Government in regard to opium, and we are to receive the duty at Rs. 650 per chest on the opium consumed within our taluka or jagir, we, the talukdars or jagirdars of ..... give in writing, as directed, an agreement to the effect that we shall not import or permit others to import illicit opium, that opium shall not be sold in our taluka at a less price than that at which it is retailed in British territory, that we shall furnish to our Thandar, for submission to the Political Superintendent, through the Assistant in charge of the districts, half-yearly statements of opium on 31st March and 30th September of every year, showing the quantity of opium imported, the amount sold during the half-year, the amount of the sale proceeds, and the stock of opium which remained on hand at the end of the half-year.

We shall act up to the above agreement, and our heirs shall do the same. We pass this agreement of our own free-will.

Here follow the signatures of the Talukdars and Jagirdars of the Suigam, Terwara, Bhabar, Deodar, Tharad, Kankrej, Warahi, Santalpur and Chadchat talukas.

P. H. LEGEYT, *Lieut.-Col.*,
Officiating Political Superintendent.

PALANPUR;
The 6th June 1879.

No. XXVIII.

MEMORANDUM of terms of AGREEMENT for the construction of RAILWAYS in KATHIAWAR by the ADMINISTRATION of the BHAVNAGAR and GONDAL STATES. Approved by the Government of India in their No. 3172-R., dated the 29th July 1879.

1st.—The Railway to be built on the metre gauge.

2nd.—The Railway to proceed from Bhavnagar—bifurcating into branches to Dhoraji on the west, and Wadhwan on the north. The terminus at Wadhwan to be in the civil station and alongside that of the Baroda Company.

3rd.—In the event of a branch Railway from Gogo to any point on the Bhavnagar line being hereafter undertaken by Government, or by a private Company under a Government concession, the loss to the Bhavnager State from consequent reduction in the revenue derivable from customs duties shall be one of the tems to be taken into account in prescribing the conditions on which traffic should be exchanged between the two lines and the rates to be charged for conveyance within Bhavnagar territory.

4th.—The Railway to be made from revenue and not from a loan.

5th.—A Committee of Management to be appointed at once, to consist of the Political Agent in Kathiawar and a representative of the Bhavnagar and Gondal States respectively.

A General Manager to be appointed, who will also be Engineer-in-Chief of the line. His salary to be paid by the States of Bhavnagar and Gondal in such proportions as may be fixed by Government. He will act professionally under the Consulting Engineer to the Bombay Government, but not independently of the Committee of Management, to whose orders he will, in all other respects, be subject, and to whom all correspondence on professional matters should be submitted, to admit of an expression of the Committee's opinion.

6th.—The line to be constructed as a surface line between Umrala and Wadhwan and only such bridges as are indispensable to be built at once.

7th.—In consideration of the British Government having a voice in the management—being allowed to fix a maximun scale of rates and fares, and to have the same privileges in regard to the carriage of troops military stores, police and mails as they enjoy, with respect to the Bombay, Baroda and Central India Railway Company, and the States agreeing to conform to all the requirements of the metre-gauge State Railway system—the Government of India will, on their part, find all the Engineering and Supervising Staff required for the construction of the Railway, including the Stores, Locomotive, Medical and Account Branches, making no charge except for their actual pay while on the works, and will also ask the Secretary of State to send out all stores required; only levying a commission sufficient to cover the cost of extra establishment that may have to be engaged for the work. The Consulting Engineer to the Government of India will also give his advice and assistance on all matters upon which it may be asked for.

The Bhavnagar Darbar stipulate that the Managing Committee be authorised to modify the regulations drawn up by Government in 1872, for the management of the metre-gauge Railways, so as to make them correspond with the jurisdictional rights of the State.

The Darbar desire that their Agent Mr. Manning's tender for the supply of Railway materials should be accepted by the Secretary of State, if otherwise favourable. It, however, only applies to the time at which it was made.

Also that rates and fares should be levied on mileage, and not at station-to-station rates.

8th.—All land to be given free of charge by the States in which it is situated.

9th.—Bhavnagar to construct the line to Wadhwan on the north, and a far as Dhasa on the west; Gondal to complete the line from Dhasa to Dhoraji.

No. XXIX.

GONDAL AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

We, the undersigned Joint Administrators of the Gondal State, on behalf of the minor Thakor Bhagwatsingji, do hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by us in the portion of the Gondal State which has been assigned and made over by us for the purposes of the Kathiawar State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to the Thakor Saheb or his successors when the land is no longer needed for the above purposes.

2. All Railway employés committing offences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and dealt with by the

constituted authorities in the Gondal State under the advice of the officers of the Political Agency.

WILLIAM SCOTT, *Major*,

JAYASHANKAR LALSHANKAR,

Joint Administrators of the Gondal State.

RAJKOT;

The 26th September 1879.

Similar agreements have been executed by the Chiefs of—

Wadhwan, Chuda, Kotda Pitha, Vala, Limbdi, Bantwa, Lathi and Jetpur.

No. XXX.

JUNAGADH AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

I hereby cede to the Government of India all the criminal jurisdiction possessed by me in the lands of my territory, which have been permanently assigned and made over by me for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India in the Political Department for so long as the aforesaid lands may be required for that Railway, and being restored to me or my successors respectively when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

Dated at Junagad Palace this Samvat (Vikramajit) 1936, the 12th of Kartik Sud, Tuesday (corresponding with) twenty-fifth day of November of the Christian year one thousand eight hundred and seventy-nine.

MOHOBATKHANJI.

(Signed in Persian).

Nawab, Junagad State.

No. XXXI.

BHAVNAGAR AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

I, the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby cede to the Government of India (in the Political Department) all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purposes of the Kathiawar State Railway, to be exercised by the Government of India, in the Political Department, for so song as the land may be required for the Railway, and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

TAKHTSINGJI,

Maharaja, Thakor Saheb of Bhavnagar.

BHAVNAGAR,

The 13th December 1879.

No. XXXII.

BHAVNAGAR AGREEMENT relating to the CESSION of CIVIL JURISDICTION over RAILWAY lands,—1881.

I, the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Bhavnagar-Gonda Railway respecting the loss of or damage to goods, or injury to person within the Railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary States, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary States.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

TAKHTSINGJI,

Raja of Bhavnagar.

BHAVNAGAR,

The 23rd August 1881.

No. XXXIII.

SALT AGREEMENT signed by MARITIME STATES,—1883.

His Highness the Nawab Saheb of Junagad, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That salt may only be exported from his State by sea to some other place in his own State, and then only under special arrangements made by his State, all removals of salt by sea by private individuals from one place to another being prohibited. That fishing boats belonging to his State may ship, when leaving a place in his State, a quantity of salt not exceeding 25 maunds, to be used for *bona fide* fish-curing purposes. That no salt shall be imported into his State by sea from places outside Kathiawar, except salt which has paid the salt tax of the British Government, and is covered by a British ravana.

4. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

5. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened, without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathiawar.

6. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent, or the Assistant Political Agent; and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

BAPALAL MANEKLAL,
Naib Divan, Junagad State.

RAJKOT,
The 5th July 1883

Similar Agreements were executed by—

Nawanagar, Porbandar, Bhavnagar, Jafarabad and Morvi.

No. XXXIV.

SALT AGREEMENT signed by NON-MARITIME SALT PRODUCING STATES,—1883.

The Thakor Saheb of Limbdi, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is salt produced from sea-water or brine wells or naturally deposited as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned office when required.

Similar Agreements were executed by—

Lakhtar, Malia and Vala.

No. XXXV.

SALT AGREEMENT signed by the DHRANGADRA STATE,—1883.

His Highness the Raj Saheb of Dhrangadra, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts

contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State, except at the Kuda work, where the manufacture shall be restricted to the amount heretofore produced, pending any other arrangement which may be made between the British Government and His Highness the Raj Saheb of Dhrangadra.

Shown by the Darbar accounts to be 40,000 maunds annually.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

COOVERJEE COYAJEE,
Divan, Dhrangadra State.

DHRANGADRA,
The 17th July 1883.

No. XXXVI.

SALT AGREEMENT signed by the INLAND STATES,—1883.

The Raj Saheb of Vankaner, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of

British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. I will make due arrangements that my State shall be supplied with salt sufficient for the consumption of the population licitly obtained from some recognised salt source.

2. My administration will be responsible for the observance of the above conditions by all classes of my subjects. I will prevent, to the utmost of my ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

3. Salt shall be sold in my State by licensed vendors only, who will procure their supplies through the Darbar only. A list of parvanas will be kept, and each licensed vendor will be required to show his books to the Darbar, whenever called on to do so, and to account for all the salt which he may have procured through the Darbar.

4. The stocks of salt in hand shall never exceed the quantity required for local consumption.

CHUNILAL SA'RA'BHA'I,
State Karbhari, Vankaner.

RAJKOT,
The 17th July 1883.

Similar Agreements were executed by—

Palitana, Dhrol, Rajkot, Gondal, Wadhwan, Sayla, Chuda, Jasdan, Manawadar (Bantwa), Gidad and Bantwa, Lathi, Muli, Virpur, Kotda-Sangani, Jetpur, Mengni, Jalia, Gavridad, Pal, Gadhka, Vasavad, Dedan, Bagasra, Vichhavad and Kuba.

No. XXXVII.

AGREEMENT passed by the NAWAB of JUNAGAD ceding to the BRITISH GOVERNMENT full CRIMINAL and certain CIVIL JURISDICTION over the JETALSAR-VERAVAL SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1886.

Agreement passed by His Highness Bahadurkhanji Mohobatkhanji, Nawab of Junagad, on one part, and Lieutenant-Colonel Charles Wodehouse, Acting Political Agent in Kathiawar, representing the British Government, on the other, regarding the cession to the British Government of criminal and certain civil jurisdiction over the lands made over for the purposes of the Junagad extension of the Bhavnagar-Gondal Railway.

Whereas the Nawab of Junagad has undertaken to construct a metre-gauge Railway from the Jetalsar Station of the Bhavnagar-Gondal Railway to Veraval, and whereas for the purposes of the proper administration and management of the affairs of the said Railway it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within His Highness's territory which are traversed by the Railway should be ceded to the Government of India in the Political Department, His Highness the Nawab Bahadur khanji Mohobatkhanji, of Junagad, for himself, his heirs and successors, hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories which have been assigned and made over by him for the purposes of the Junagad State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to him or his heirs and successors when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of his State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

3 His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, also agrees that all suits of a civil nature brought against the Junagad State Railway respecting the loss of or damage to goods or injury to person within the Railway limits, and cases of a civil nature arising out of the application of the Railway Act over the said limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State of Junagad, and that any decrees that may be passed shall be executed against the Railway property and not against the proprietary State of Junagad.

5. Provided also that all other civil jurisdiction within the limits of the said Junagad Railway shall continue and be exercised as heretofore by the Junagad State.

6. His Highness the Nawab Bahadurkhanji Mohobatkhanji of Junagad distinctly wishes it to be understood that the cession of jurisdiction hereby made is "subject to the proviso" that the cession above agreed to shall not be a bar to the Junagad Darbar being held entitled to the benefits of any orders, general or special, that may be passed by the Government of India with regard to Railway jurisdiction in Native States similarly circumstanced

JUNAGAD PALACE,
The 31st October 1886.

BAHADURKHAN,
Nawab of Junagad.

RAJKOT,
The 13th November 1886.

C. WODEHOUSE, *Colonel*,
Acting Political Agent.

No. XXXVIII.

DEED executed by the WANKANER STATE ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands in the State occupied by the MORVI STATE RAILWAY,—1887.

To

A. D. YOUNGHUSBAND, ESQ., C.S.,

Acting First Assistant Political Agent,

Prant, Jhallawad.

With reference to your letter No. 1317 of 1886-87, dated 23rd December 1886, I, Ganpatrao Narayen Laud, State Karbhari of Wankaner, beg to state that I agree on behalf of the Wankaner State to cede the full criminal and civil jurisdiction possessed by that State over the lands taken up for the Morvi State Railway in Wankaner territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government, so long as the Morvi State Railway passes over the said land within Wankaner territory.

GANPATRAO N. LAUD,
State Karbhari, Wankaner.

The 5th January 1887.

No. XXXIX.

DEED executed by the THAKORE SAHEB of MORVI ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands in the State occupied by the MORVI STATE RAILWAY,—1887.

With reference to your endorsement No. 1171, dated 23rd December 1886, passed on No. 4394 of 21st idem, to your address, from the Political Agent, I, Thakore Shri Waghji, Chief of Morvi, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations, out-buildings, and for other purposes connected with the said Railway and actually within its defined limits, to the British Government.

THAKORE SHRI WAGHJI,
Thakore Saheb of Morvi.

Morvi, 6th January 1887.

No. XL.

DEED executed by the MULI STATE ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands occupied by the MORVI STATE RAILWAY,—1887.

To

A. D. YOUNGHUSBAND, ESQ.,

Acting First Assistant Political Agent.

With reference to your letter No. 1321, dated 23rd December 1886, I, Sartansingji, Chief of Muli State, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway, in my territory including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

(In vernacular.)

Signature of the Chief of Muli.

The 15th February 1887.

No. XLI.

DEED executed by the CHIEF of THAN LAKHTAR ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands occupied by the MORVI STATE RAILWAY,—1887.

To

A. D. YOUNGHUSBAND, ESQ.,

Acting First Assistant Political Agent.

With reference to your letter No. 1320 of 1886-87, dated 23rd December 1886, I, Karansingji, Chief of Than Lakhtar, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

(In vernacular.)

Signature of the Chief of Than Lakhtar.

The 18th February 1887.

No. XLII.

DEED executed by the THAKOR of SAYLA ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands occupied by the MORVI STATE RAILWAY,—1887.

To

A. D. YOUNGHUSBAND, ESQ.,

Acting First Assistant Political Agent.

With reference to your letter No. 1319 of 1886, dated 23rd December 1886, I, Vakhatsingji, Chief of Sayla, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

(In vernacular.)

Signature of the Thakor of Sayla.

The 19th February 1887.

No. XLIII.

DEED executed by the THAKOR SAHIB of WADHWAN ceding to the BRITISH GOVERNMENT full CRIMINAL and CIVIL JURISDICTION over the lands in the State occupied by the MORVI STATE RAILWAY,—1887.

To

A. D. YOUNGHUSBAND, ESQ.,

Acting First Assistant Political Agent,

in charge Jhalawad Prant.

With reference to your letter No. 1318 of 1886, dated 23rd December 1886, I, Thakor Sahib Balsingji Chandrasingji of Wadhwan, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

BALSINGJI,

Thakor Sahib of Wadhwan.

CAMP DHORAJI;

The 24th March 1887.

No. XLIV.

AGREEMENT passed by the JAM SAHEB of NAVANAGAR ceding full CRIMINAL AND CIVIL JURISDICTION to the BRITISH GOVERNMENT over the lands occupied by the DHORAJI-PORBANDAR SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1887.

FROM

HIS HIGHNESS JAM SHRI VIBHAJI, K.C.S.I.,
Jam Saheb of Navanagar,

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—Agreeably to your letter No. 4209, dated the 24th instant, I have the honour to state that I hereby agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over the proposed Railway line between Dhoraji and Porbandar and over any additions that may hereafter be made to the line in my territory.

I am,
Your sincere friend,
(Signed in vernacular.)
Jam Saheb of Navanagar.

NAVANAGAR,
The 27th November 1887.

Agreements to the above effect were executed by the Chief of Gondal on the 14th December 1887, and by the Administrator of the Porbandar State on the 25th November 1887.

No. XLV.

From the THAKOR SAHEB of GONDAL, to COLONEL C. WODEHOUSE, C.I.E., POLITICAL AGENT in KATHIAWAR, No. 374, DATED GONDAL, the 14th December 1887.

Agreeably to your letter No. 4435, dated 8th instant, I have the honour to state that I hereby agree to cede to the British Government the full criminal and certain civil jurisdiction, save sovereign rights, over the lands in my territory occupied by the Junagadh Extension of the Bhavnagar-Gondal Railway, and over any additions that may hereafter be made to the said Railway.

The extent of the cession of civil jurisdiction will be the same as that defined in the agreement taken from the Junagadh State in connection with this matter.

No. XLVI.

DEED executed by the THAKOR SAHEB of DHROL ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the MORVI RAILWAY,—1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Dhrol State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Signed in vernacular.)

Thakor Saheb of Dhrol.

MAHAL SARAPDAD,

Dated 10th February 1888.

No. XLVII.

DEED executed by the WANKANER STATE ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the MORVI RAILWAY,—1888.

No. 22 of 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of minor Raj Sahib Amarsinghji and his successors, to delegate to the British Government full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Wankaner State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

GANPATRAO N. LAUD,

State Karbhari in charge of Wankaner State on behalf of minor Raj Sahib Amarsinghji Banisinghji.

Dated 14th February 1888.

No. XLVIII.

DEED executed by the THAKOR SAHEB of RAJKOT ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the MORVI RAILWAY,—1888.

No. 32 of 1887-88.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Rajkot State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

BAWAJI M.,

Thakor Saheb of Rajkot.

Dated 25th February 1888.

No. XLIX.

DEED executed by the TALUKDAR of GAVRIDAD ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the Taluka occupied by the MORVI RAILWAY,—1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Gavridad Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Signed in vernacular.)

Talukdar of Gavridad.

Dated 5th March 1888.

No. L.

DEED executed by the TALUKDAR of KOTHARIA ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the Taluka occupied by the MORVI RAILWAY,—1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Kotharia Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(*Signed in vernacular.*)

Talukdar of Kotharia.

(*Dated in vernacular—1888.*)

No. LI.

CONVENTION for securing efficient co-operation among the STATES of KATHIAWAR in the supression of dacoities and other serious crime,—1890.

1. A Police officer of the Police force or Sibandi of any State holding a Parwana or Sanad of his State, may in the limits of any other State arrest any outlaw, murderer or dacoit, whose name is published in the Darbar Gazette of any State, or in the Kathiawar Agency Gazette. Such notified criminal shall be at once taken to the village in whose limits he was arrested and the matter reported to the Police Patel, or other Police officer, to whom a receipt for the offender shall be given, and the offender shall then be taken away and handed over to the State in whose limits he committed the offence. The officer effecting the arrest may be an officer of any State and not necessarily that of the State in which the offence was committed. In either case the Police of the State in whose limits the offender is found is bound on requisition to assist the Police of any other State in effecting the arrest. When any Police of the State in which the arrest is made are present, they shall, if necessary, hold the offender in custody and the Police of the other State shall be bound to help them pending the arrival of an escort from the former State. Such State shall hold him in safe custody until the Police of the State in which the offence has been committed receive charge of him in due course. The officer effecting the arrest, as well as the State in whose limits he is found, shall give information of the arrest to the State in which the offence has been committed. The cost of maintenance and transit will in all cases be borne by the State in which the offence was committed.

2. Any officer not below the rank of a Foujdar may arrest, wherever found, any person accused of an offence noted in the margin committed in the limits of the State in which he (the Foujdar) may be serving. If the offender is a foreigner to the State in which he is arrested, he shall be carried to the nearest Police officer, the arrest reported, and a receipt shall be given by the officer effecting the arrest, who may then take away the offender. If, however, the offender is claimed to be an inhabitant of the State in which he is arrested, he shall be taken to the nearest Police officer of that State and handed over to him, and a receipt taken. The offender shall then be detained for one month in custody, or on reasonable bail, which bail shall be forfeited to the State releasing the offender on bail, if he (the accused) does not answer to his bail, within which time the Karbhari of the State in which the offence was committed, shall demand him from the Karbhari of the State in which he was arrested.*

1. Murder.
2. Grievous hurt by dangerous means and weapons.
3. Robbery.
4. Dacoity.
5. Outlawry.
6. Retaining or receiving stolen property obtained by the commission of robbery or dacoity.
7. Mischief by fire.
8. House-breaking in order to commit theft.

* It is optional with the State in which the offender is arrested to surrender him although he be a subject or an inhabitant of that State.

3. A Karbhari shall be entitled to demand such an offender, if a *primâ facie* case is made out before a Nyayadhish and approved by the Karbhari. The papers of such *primâ facie* case need not be sent when the offender is demanded, but the request of the Karbhari shall be sufficient.

4. No offender so handed over shall be kept in confinement or on bail for more than one month unless an extension which should not exceed a further period of another month is asked for and granted before the expiration of the first month. Failing the offender being demanded within such time he shall not be subject to a second arrest, but he must be asked for under the provisions of rule 3.

5. Any officer not below the rank of Foujdar, with a warrant of a Magistrate of his own State, or any Police officer in charge of a pursuing party in hot pursuit of dacoits, without a warrant, may enter the limits of any State and may require the Police Patel, or other Police official, to permit him in the presence of himself and a Panch to search any house for stolen property. Such property found as may reasonably be presumed to correspond with the stolen property, a list of which under the Magistrate's signature, if the demand is made under a warrant, shall be produced for comparison, may be taken away for identification, a correct list of, and receipt for, it being given. If such property is not recognized within 30 days, or, if it appears that no offence in reference to such property has been committed, it shall be returned forthwith.

6. When stolen property is found in the possession of a person by the Police of any State, they may arrest such person, and hand him over to the Police of his own State, and for his extradition a *primâ facie* case shall be made out, which shall show that there are reasonable grounds for supposing that the property

found in his possession was obtained by the commission of an offence in respect of such property, within the limits of the demanding State.

7. Every State shall publish in the Agency Gazette a monthly descriptive roll of any person or persons who may be wanted by the Police of that State on a charge of murder, dacoity, or outlawry. Such lists shall be regularly furnished to all other States.

8. Any person, not being a member of the Police but possessing in his capacity of detective a pass signed by the Superintendent of Police of his State, shall be entitled to demand help from all officers of other States in the execution of his duty in the same manner as if he were a member of the Police force of such other State.

9. If a reward is offered for the apprehension of any offender, and he is arrested in the limits of another State, and if the Police, village or regulars of that State have joined in the capture, the reward shall be equally distributed between them and the Police of the State who are in pursuit.

10. Prisoners escaped from the custody of a State, and taking refuge in another State, may be arrested, wherever found and after reporting the matter to the Police Patel of the village in whose limits he was found, he may be taken away.

List showing the names of States from Class 1 to 4 who have signed the Convention for the suppression of dacoities and other serious crime in Kathiawar.

Names of States.

First Class.

1. Junagad.
2. Navanagar.
3. Bhavnagar.
4. Porbandar.
5. Dhrangadhra.
6. Morvi.
7. Gondal.

Second Class.

8. Vankaner.
9. Palitana.
10. Dhrol.
11. Limbdi.
12. Rajkot.
13. Wadhwan.
14. Jafarabad (Janjira).

Names of States.

Third Class.

15. Than-Lakhtar.
16. Saela.
17. Chuda.
18. Vala.
19. Jasdan.
20. Manavadar.

Fourth Class.

21. Lathi.
22. Muli.
23. Bajana.
24. Virpur.
25. Malian.
26. Kotda Sangani.
27. Jetpur Vala Laxman Meram.
28. Jetpur Vala Surag Ganga.
29. Jetpur Vala Kala Devdan.
30. Patdi.
31. Gidad (Bantwa).

E. C. K. OLLIVANT,
Political Agent.

KATHIAWAR POLITICAL AGENCY,
RAJKOT,
The 16th August 1890.

No. LII.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the LANDS taken up by the JETALSAR-RAJKOT RAILWAY,—1892.

To

The POLITICAL AGENT,

Kathiawar.

Junagadh, 9th April 1892.

My dear Sir,

In reply to your letter No. 524 of the 29th March 1892, I have the honour to state that I shall be prepared to assign to the Jetalsar-Rajkot Railway the lands that may be required for the purposes of that Railway, including Stations and out-houses and any additional lands that may, with the consent of the State, be hereafter required *bonâ fide* for the purposes aforesaid.

I hereby further agree to delegate the full civil and criminal jurisdiction, short of sovereign rights, over the said lands to the British Government in the Political Department for the term of their occupation by the said Railway for the purposes thereof.

This cession is made without prejudice to the agreement already passed by this State in connection with other Railways.

I remain, &c.,

HARIDAS VIHARIDAS,

Diwan of Junagadh.

No. LIII.

DEED executed by the GONDAL STATE ceding to the BRITISH GOVERNMENT full JURISDICTION over the lands occupied by JETALSAR-RAJKOT RAILWAY,—1892.

To

The POLITICAL AGENT,

Kathiawar.

SIR,

I, on behalf of the Gondal State, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jetalsar-Rajkot Railway the lands that may be required for the purposes of that Railway including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes.

I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over

the said lands for the term of their occupation by the said Railway for the purposes thereof.

I have, &c.,

BEZONJI MERWANJI,
Diwan in charge Gondal State.

Dated Gondal, 18th April 1892.

No. LIV.

DEED executed by the TALUKDAR of WADIA ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the Taluk occupied by the JETALSAR-RAJKOT RAILWAY,—1892.

Camp Jetpur, dated 20th May 1892.

To

Major F. W. SNELL,

Assistant Political Agent,

Sorath Prant.

Dear Sir,

In reply to your vernacular letter No. 50 of the 12th April 1892, we have the pleasure to inform you that, whenever called upon to do so, we will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the line of Railway from Jetalsar to Rajkot, including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

We remain, &c.,

EDULJEE DOSABHAI,
Manager, Wadia State.

VALA ALA BHIMA,
in the handwriting of Chhelshanker Umiashanker.

VALA RUKHAD GORKHA.

EDULJEE DOSABHAI,
Manager, Wadia State, on behalf of Vala Bava Jivna, heir to the estate of the late Vala Ram Samat.

VALA DESA BHIMA,
in the handwriting of Krishnalal Ramji.

VALA KALA BHAN,
in the handwriting of Harishankar his Kamdar.

Similar letters were signed by the undermentioned Talukdars on the dates specified opposite their respective names :—

Wala Surag Ganga, shareholder of Jetpur . .	14th April 1892.
Motichand Talsi, Rajkot Karbhari on behalf of the Rajkot State	16th April 1892.
Vala Naja Kala, shareholder of Jetpur-Bilkha .	6th December 1892.
Umiashanker Jivanram, Manager on behalf of Kotda Sangani	8th December 1892.
Shivsingji, Talukdar of Gadhka	25th December 1892.
Bhupatsingji Shahpur Talukdar	26th December 1892.
Jadeja Suraji, Thakor of Virpur	10th January 1893.
Jadeja Jethiji, Talukdar of Kotharia . . .	10th January 1893.

No. LV.

DEED executed by the RAJKOT DARBAR ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the JAMNAGAR RAILWAY,—1894.

To

Colonel G. E. HANCOCK,

Political Agent, Kathiawar.

SIR,

I, on behalf of the Rajkot State, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government, the lands that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full Civil and Criminal jurisdiction thereon.

I have the honour to be,

Sir,

Your most obedient servant,

MOTICHAND TULSI,

State Karbhari, Rajkot.

Rajkot, 30th July 1894.

No. LVI.

DEED executed by the THAKORE SAHEB of DHROL ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the JAMNAGAR RAILWAY,—1894.

From

The THAKORE SAHEB of DHROL,

To

Colonel G. E. HANCOCK,

Political Agent, Kathiawar.

Dhrol, dated 1st August 1894.

SIR,

I, on behalf of the Dhrol State, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government, the land that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

I have also the honour to state that if any of the lands of the villages under the revenue enjoyment of the Bhayats of this State may be occupied in the line my State of Dhrol is not responsible to pay compensation of such lands to the Bhayats and on that understanding this agreement is given.

I have the honour to be,

Sir,

Your sincere friend,

SIGNED IN VERNACULAR,

Thakore Saheb of Dhrol

No. LVII.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the lands taken up by the NAVANAGAR RAILWAY,—1894.

To

The POLITICAL AGENT,

Kathiawar.

Jamnagar, 16th September 1894.

SIR,

I, Jam Shri Vibhaji, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jamnagar-Rajkot Railway, the

lands that may be required for the purposes of that Railway, including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes. I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands, for the term of their occupation by the said Railway, for the purposes thereof.

SIGNED IN VERNACULAR,

Jam Saheb of Navanagar.

No. LVIII.

DEED executed by the TALUKDAR of JALIA ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the Taluk occupied by the JAMNAGAR-RAJKOT RAILWAY,—1894.

To

The POLITICAL AGENT,

Kathiawar.

SIR,

I, on behalf of the Jalia Taluka, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jamnagar-Rajkot Railway the lands that may be required for the purposes of that Railway, including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes, on condition of restoring those lands or any portion of them to the Jalia Taluka when they become of no use to the said Railway.

I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands for the term of their occupation by the said Railway for the purposes thereof. I shall not be liable to pay any compensation to my Bhayats, etc., for their lands that will be occupied for the purposes of the said Railway but the proprietor of the Railway will have to pay it.

I beg to remain,
Sir,
Your most obedient servant,
SIGNED IN VERNACULAR,

Karbhari, Jalia-Dewani Taluka and in charge of the Taluka.

Jalia, 10th October 1894.

No. LIX.

DEED executed by the TALUKDAR of PAL ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the Taluka occupied by the JAMNAGAR RAILWAY,—**1894.**

From

The TALUKDAR of PAL,

To

Colonel G. E. HANCOCK,
Political Agent, Kathiawar.

SIR,

I, on behalf of the Pal Taluka, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government the land that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes, to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon. I have also the honour to state that if any of the lands of the villages under the revenue enjoyment of the Bhayats of this Taluka may be occupied in the line my Taluka of Pal is not responsible to pay compensation of such lands to the Bhayats, and on that understanding this agreement is given.

I have the honour to be,
Sir,
Your most obedient servant,
SIGNED IN VERNACULAR,
Talukdar of Pal.

The 15th October 1894.

No. LX.

SALT AGREEMENT executed by the CHIEF of BAJANA,—1895.

The Chief of Bajana on behalf of himself and his successors, recognizing the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British

Districts contrary to the law of British India and to the injury of the Salt Revenue of the British Government, agrees as follows :—

1. That he will prevent absolutely the making of salt within the limit of his State.
2. That he will prevent the collection or removal of salt which may be spontaneously generated in his territory save and except such quantity as may be required *bonâ fide* for consumption within the limits of his State.
3. That his administration shall be responsible for the observance of the above conditions by all classes of his subjects.
4. That he will prevent, to the utmost of his ability, export of salt from Kathiawar either into British India or into any other Native State.
5. That he will furnish full information on all subjects connected with the production and distribution of salt in his State to the Political Agent or to any officer authorized by the Political Agent to request it.

MALEK SHRI NASIB KHANJI DARIAKHANJI

In the handwriting of GIRIDHERDAS MANGALDAS DESEAI,

Chief Kamdar.

The 5th November 1895.

No. LXI.

AGREEMENT entered into by the THAKOR SAHEB of WADHWAN regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies within the WADHWAN STATE,—1905.

I, Thakor Saheb Balsinghji Chandrasinghji of Wadhwan State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BALSINGHJI,

Thakor Saheb, Wadhwan State.

WADHWAN CITY, THE PALACE ;

The 11th February 1905.

No. LXII.

AGREEMENT entered into by the THAKOR SAHEB of SAYLA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the SAYLA STATE,—1905.

I, Thakor Saheb of Sayla, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

THAKOR SREE VAKHATSINGHJI,
Thakor Saheb of Sayla.

The 12th February 1905.

No. LXIII.

AGREEMENT entered into by the THAKOR of MULI regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies in the MULI STATE,—1905.

I, Parmar Himatsinghji, Thakor of Muli, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for out-buildings and for all other railway purposes), and over all persons and things whatsoever within the said lands.

HIMATSINGHJI,
Thakor of Muli.

MULI;
The 14th February 1905.

No. LXIV.

AGREEMENT entered into by the CHIEF of THAN LAKHTAR, regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the LAKHTAR STATE,—1905.

In supersession of the previous agreement in connection with the Wadhwan-Rajkot metre-gauge Railway, I, Thakor Shri Karansinghji, Chief of Than Lakhtar

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

(SIGNED IN VERNACULAR),
Chief of Than Lakhtar State.

The 14th March 1905.

No. LXV.

AGREEMENT entered into by the CHIEF of DHRANGADHRA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the DHRANGADHRA STATE,—1905.

I, Ajitsinghji Jaswatsinghji, Raj Saheb of Dhrangadhra State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

M. R. AJITSINGHJI JASWATSINGHJI,
Raj Saheb of Dhrangadhra.

CAMP HALWAD ;
The 8th April 1905.

II—SALUTE STATES.

1. Cutch.

The Jadejas of Cutch are said to be a branch of the Samma tribe, and to have emigrated from Sind about the fifteenth century under the leadership of Jam Lakha, son of Jada, from whom the tribe derive their name. The possessions which the family acquired in Cutch were divided by Lakha's three grandsons. About the year 1540 the three branches of the family were represented by Jam Dadar, Jam Hamir and Jam Rawal. Dadar ruled over Wagar, or the eastern district of the province; and Rawal, after murdering his kinsman Hamir, usurped his possessions and united the western districts, or Cutch proper, under his own government. But Khengar, the son of the murdered Hamir, with the help of the king of Ahmedabad, from whom he received the district of Morvi and the title of Rao,—a title held by the rulers of Cutch ever since,—succeeded not only in recovering his father's possessions, but in expelling Jam Rawal from Cutch and reducing Dadar to subjection. Jam Rawal fled to Kathiawar, and there founded the State of Nawanagar, the ruler of which is still called Jam. Six generations later Pragmalji, third son of Rayadhanji after his father's death, murdered his elder brothers and himself ascended the *gaddi* of Cutch; he, however, thought it politic to conciliate his nephew Kayanji by establishing him in the independent principality of Morvi, which is still in the possession of his descendants.

The first Chief of Cutch with whom the British Government formed treaty relations was Rao Rayadhan, who began to rule in 1778 and died in 1813. Between Khengar and Rao Rayadhan, there were eleven successions. The cruelty and tyranny of Rao Rayadhan, who was insane, alienated the Chiefs of the country, and in 1786 they seized his person and placed him in confinement. The administration was thereafter conducted by an energetic soldier named Jamadar Fateh Muhammad. He was, however, looked upon with jealousy by the Chiefs, many of whom refused him obedience. Thus in 1809,* when the first treaty with Cutch

* In 1802, when Captain Seton was deputed to Cutch, the Diwan offered to conclude the following treaty; but, owing to the distracted state of the country, it was deemed inexpedient to contract any close alliance with Cutch:—

AGREEMENT between the HONOURABLE COMPANY and MAHA RAO RAYADHAN, RAJA of KUTCH, by CAPTAIN DAVID SETON, for the HONOURABLE COMPANY, and HANSRAJ SETH, DIWAN, on the part of the RAJA.

ARTICLE 1.

There shall be an alliance, offensive and defensive, between the two States.

ARTICLE 2.

When the Raja requires the assistance of the Honourable Company's troops against his enemies, foreign or domestic, it shall be granted.

was concluded, Hansraj, a rival of Fateh Muhammad, ruled independently in Mandvi in the south-western portion of the province, and the other Chiefs, with the exception of some of the Jadeja Chiefs, who took no part in the quarrel, were divided in their allegiance; some acknowledging the supremacy of Fateh Muhammad, and others that of Hansraj. Inroads made by Fateh Muhammad into Gujarat and Kathiawar, and the piracies committed by the people of Cutch, provoked the interference of the British Government. In October 1809 Treaties (No. I) were concluded with Fateh Muhammad on behalf of the Rao, and with Hansraj, by which they renounced all claim to interfere in the countries to the east of the Gulf of Cutch and the Rann, and engaged to suppress piracy and to exclude Europeans and Americans from their possessions. Hansraj

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ARTICLE 3.

When the Raja requires the assistance of the Honourable Company's troops, he shall defray the expense of them agreeable to the estimate.

ARTICLE 4.

Whilst the English troops are in the Raja's country, he shall give them full possession and sovereignty of the place where they are encamped.

ARTICLE 5.

The Raja's government shall place no Thanas or Chaukis at the place granted to the Honourable Company.

ARTICLE 6.

No duties shall be taken on provisions coming to the English camp by land or water.

ARTICLE 7.

The Raja or his Diwan shall not interfere in the purchases of provisions for the English camp.

ARTICLE 8.

The English shall not kill the following animals sacred by the Raja's religion. - the cow, bull, calf, buffalo, parrot, or pigeon.

ARTICLE 9.

That the English shall respect the places of worship in the Raja's country.

ARTICLE 10.

No European nation shall have permission to have a factory without the consent of the Honourable Company's government.

ARTICLE 11.

The Raja grants to the Honourable Company leave to have a factory in Kutch.

ARTICLE 12.

Mandvi being a sacred place, and those that live in it abstaining from animal food, the servants of the factory cannot dwell within the town; but Company's ware-houses and offices may be there and the servants live where they may please to build without the wall, and keep 40 musqueteers for the protection of their godowns.

ARTICLE 13.

The staples of the Honourable Company imported shall pay a duty of 5 per cent. on the amount sales, and then export the same, agreeably to the following list of articles:—

Imports.—Broad cloth of every kind, copper, tin, lead, iron, steel.

Exports.—Piece-goods, cotton, horses.

was also guaranteed in the separate possession of Mandvi till such time as the Rao should assume the government.

Notwithstanding repeated remonstrances, these engagements were not kept; piracies were not suppressed. Retaliation was more than once threatened, and in 1813 a British officer was deputed to insist on immediate compliance with the demands of the British Government. During the negotiations Fateh Muhammad died in October 1813, and Rao Rayadhan survived him only a month. On his death the succession was disputed between Man Singh or Bharmal, his illegitimate son, and Ladhubha, the legitimate son of his brother. The former was supported by Husain Mian and Ibrahim Mian, the sons of Fateh Muhammad, and with their assistance succeeded in overcoming his cousin. The rule of this Chief, who was afflicted with the same malady as his father, presented a succession of the most atrocious cruelties and aggressions on the territories of his neighbours. No restraint was put on the lawless inhabitants of Wagher, who made constant inroads into Gujarat and Kathiawar, and after repeated remonstrances on the part of the British Government, it became necessary to move a force into Cutch. In 1816 a Treaty (No. II) was concluded, by which the Rao agreed to pay indemnity for the losses caused by the inroads from Wagher, to suppress piracy, to exclude Europeans and Americans and Arab mercenaries from Cutch, and to give no shelter to outlaws; and the British Government engaged, in consideration of the cession of Anjar and other villages, and the payment of two lakhs of Koris* annually, to reduce the Rao's subjects to his authority and to reform the Wagher district. Within a month after the conclusion of this treaty, the whole of Cutch was reduced to the Rao's authority. As the country had been greatly impoverished by twenty years of turmoil and misrule, the British Government, by a supplementary Treaty (No. III) voluntarily remitted the whole of the military

ARTICLE 14.

Sundarji shall be the medium between the two governments and broker to the factory.

ARTICLE 15.

If the Honourable Company wish to attack the Okha pirates, the Raja will assist and land their troops at Kachchi Garh.

ARTICLE 16.

The troops of the two governments shall take Beyt, Dwarka, and every place in Okha where pirates are, and after taking them, the collection of the revenues shall remain with Hansraj and Sundarji, one-fourth to the Raja, and three-fourths to the Honourable Company. Beyt and Dwarka being sacred places shall be garrisoned by the Kutch troops, and the management of the government left to Hansraj and Sundarji. The troops of both governments shall be at their respective expense.

ARTICLE 17.

If a factory shall be granted the Raja at Bombay, his staples shall also be at half the duties paid by other merchants, as the Honourable Company at Kutch.

* The amount in sterling money, at 60 Koris (silver coin current in Cutch) to the pound, is £5,277-10-11.—*Bombay Gazetteer, Vol. V, p. 158.*

expenses the State had incurred, and the annual sum which the Rao had engaged to pay.

Not long after order had thus been restored, the Rao returned to his evil courses. He murdered his cousin Ladhubha, deprived many Chiefs of their estates, increased his troops, and showed such manifest hostility to the British Government that the provisions of the Treaty of 1816 were suspended. The interference of the British Government was again earnestly invited by the principal Jadeja Chiefs. A force was therefore moved against the Rao in 1819; he was deposed, and his son Desal placed in power, under a regency consisting of some of the Jadeja Chiefs, aided by the British Resident; and a new Treaty (No. IV) was signed in October 1819. This treaty, besides renewing the provisions of former engagements, guaranteed the integrity of Cutch from foreign or domestic enemies; secured the location of a British force in Cutch, to be paid for by the State; excluded the civil and criminal jurisdiction of the British Government from Cutch; prohibited the Rao from political correspondence with, and aggression on, other States; provided for the suppression of infanticide; and guaranteed the estates of the Bhayad and other Rajput Chiefs on condition of their engaging to abstain from that crime. In 1828 the 20th Article of the treaty, which provided that all supplies for the use of the British troops in Cutch should pass through the Rao's territory free of transit duty, was abrogated in consequence of the abuses to which it gave rise.

One of the first acts of the regency was to restore certain Wagher Chiefs to their estates in 1819 on their engaging (No. V) to preserve the peace.

In 1822 the district of Anjar was restored to Cutch by Treaty (No. VI) in consideration of an annual payment of Sicca Rs. 88,000. The only payment which had hitherto been required from the State of Cutch was a contribution of two lakhs of Sicca rupees (Company's Rs. 1,86,969) towards the expense of the British subsidiary force. This, however, was not paid with regularity, and a large debt was allowed to accumulate. In 1832, therefore, a new Treaty (No. VII) was executed, remitting all arrears and limiting the demand to two lakhs of Sicca rupees, to be reduced in proportion to reductions made in the subsidiary force, provided that the sum to be paid should never be less than Sicca Rs. 88,000.

In 1833 Rao Desal was allowed to take part in the transaction of public business. The progress he made was so great that it was resolved to make over to him the entire administration a year sooner than had been originally intended: and in 1834 he was placed in power by Treaty (No. VIII).

In 1836 the Rao prohibited (No. IX) the importation of slaves into Cutch.

In 1852 the Jadeja Bhayad gave a written undertaking to abolish the practice of *sati*, and proclamations to the same effect were issued by the Rao in that and the two following years.

The Rao of Cutch has supreme authority within his own estates, but only limited jurisdiction in those of his Chiefs, to whom the collective term of Bhayad has generally been applied from the fact of their being descended, with few exceptions, from the same ancestor as himself. The Bhayad pay no revenue; they take cognizance of all minor offences in their own estates and, except in serious cases, such as murder and dakaiti, claim immunity from interference on the part of the Darbar. In return they are bound to furnish troops on any great emergency, and on certain occasions they make customary presents to the Rao.* The estates of the Bhayad do not descend according to the law of primogeniture, but a system of subdivision prevails, which has in many cases become so minute as to render the guarantee holders unfit to exercise the jurisdiction contemplated in the settlement of 1819. Secured by the guarantee in the possession of their estates, the Bhayad resisted all improvements, refused allegiance to their Chief, and sought a living by plunder and oppression. Rao Desal in his turn attempted to assert a more complete authority over his Chiefs; to acquire claims over their lands by purchase and mortgage, to promulgate laws without their consent, to issue processes to their subjects, and to dispense in a measure with the advice which he was bound, under the Treaty of 1834, to take from the council of the Bhayad. These pretensions were discountenanced by the Bombay Government; but a proposal to place restrictions on the Rao's issue of processes was not accepted by him, as he regarded it as an infringement of his legitimate authority. The question therefore remained open.

Rao Desal died in 1860 and was succeeded by his eldest son Pragmal.

In 1862 the Ruler of Cutch received a Sanad of Adoption (No. X): and in 1867 was granted a permanent salute of 17 guns.

In 1869 the Rao issued a Proclamation (No. XI) to the inhabitants of Cutch, and more particularly to those trading with Zanzibar where natives of Cutch have established themselves in considerable numbers, and with the Arabian and African coasts, warning them against the penalties they would incur by engaging in the slave trade, and informing them that their claims and suits were to be settled by the British Government in the same way as if they were subjects of the British Government. In 1872 the Rao issued fresh Proclamations (No. XII) to his subjects at Zanzibar and Muscat, stating his determination to put a stop to their participation in the slave trade, and declaring that any of his subjects directly engaging, or indirectly assisting, in the traffic would be punishable by the British Government, whom he empowered to deal with such

* In 1877 it was settled, with the sanction of Government, that they should pay nazarana on succession to their estates.

persons as with their own subjects: and that all property in Cutch belonging to persons convicted of the offence would be confiscated.

In 1871, at the instance of the Political Agent, the Rao declared his willingness to adopt measures, upon a basis of reciprocity, for the surrender of offenders to and from any neighbouring State having first class jurisdiction; but no formal engagement was submitted for the sanction of the British Government.

In 1873 the Rao abolished transit duties in Wagher, and thus freed Cutch from taxation which had been discontinued in his other districts since 1856.

Soon after his accession, Rao Pragmal had shown a disposition to increase his influence at the expense of the Bhayad by restoring the innovations condemned in his father's lifetime, by creating fresh impositions in the shape of fines on the Chiefs and their vassals, and by minute interference in civil cases. To remedy this state of things it was proposed to define the limits of the Rao's power; to determine who were guarantee holders according to the original agreement, and to reorganise the council of the Bhayad; but the Rao deprecated any curtailment of his powers over the Bhayad and claimed sovereign jurisdiction. The British Government determined to maintain the Chiefs in the full enjoyment of their possessions and rights as they existed at the time of the Treaty of 1819, and to mediate between the Rao and his Bhayad so as to maintain the equilibrium of power as it existed at the time of the Treaty. On the other hand, it was necessary to encourage and strengthen the Rao in the full exercise of all his legitimate rights. It was further laid down that the British Government were under no obligation to enforce the engagement in the Treaty of 1834 which provided for the government of the country by the Rao under the advice of his ministers and the Bhayad. In regard to the general administration, the Rao was to be left in the exercise of full authority in his own lands: as to the estates of the Chiefs, it was proposed that the Rao should have a council whom he would be bound to consult. In case of difference the council, or the Chief whose interests were affected, might appeal to the British representative and finally to the Bombay Government. Existing holders of jurisdiction were to be classified on a combined consideration of their possessions and intelligence, a certain amount of civil and criminal jurisdiction being assigned to them, while the remainder was reserved to the Rao through the council. A concession was made to the Rao that his minister should represent him in the council. These principles were embodied in a draft agreement; but it was not acceptable to the Rao, and certain modifications were introduced in 1868 as a compromise, providing in all reasonable respects for the maintenance of the recognised rights of the Rao. The latter, however, strongly objected to the terms of this agreement as tending to raise unduly the *status* of some of the Bhayad, to curtail his own

authority, and to introduce innovations opposed to the usage of the country. As the British Government were desirous to obtain the cordial concurrence of the Chief in any improvements in the administration, he was allowed the fullest possible opportunity of urging his objections to any proposals which might be supposed to affect his rights in any way, and in 1872 he found himself in a position to propose an agreement for the constitution of the Bhayad court, which met with the general concurrence of the British Government. Further discussion, however, ensued regarding the rules, and the settlement and rules were finally sanctioned (No. XIII)* by the Bombay Government in 1875. Rao Pragmal died without formally affixing his signature to the rules and settlement, but his intention to sign them was accepted. The Bhayad were informed that it had been found necessary to revise the original settlement of 1868; that all guaranteed rights of their body had been sufficiently conserved under the new rules; and that Government had every confidence that the court would be worked to their satisfaction.

Rao Pragmal died in January 1876, and was succeeded by his eldest son the present Maharao Khengarji, born on the 23rd August 1866.

In 1884 the Cutch Darbar entered into an Agreement (No. XIV) with Nawanagar, complementary to the Nawanagar Agreement of 1873 already mentioned in the general narrative, exempting from export duty goods washed ashore which had been jettisoned by vessels hailing from Nawanagar ports.

In 1885 the Rao undertook (No. XV) to prevent the exportation from Cutch of all salt manufactured or produced within the province to any part of British India or of any Indian State, or of any foreign European settlement in India.

In the same year the hereditary title of Sawai Bahadur was conferred (No. XVI) on the Ruler of Cutch.

In 1890 an Agreement (No. XVII) was made with the State of Cutch for the construction of a line of telegraph from the eastern frontier of Cutch through Bhuj to Mandvi. The line was constructed and is worked by the British Telegraph Department. Other agreements have been executed by the Darbar for the construction of telegraph lines from Mandvi to Mundra in 1894 (No. XVIII), Mandvi to Bhachav in 1895 (No. XIX), Mandvi to Nalia in 1895-96 (No. XX), Nalia to Tera and Jakhan in 1900 (No. XXI).

A dispute between Cutch and Morvi regarding the rights and interests of the two States in the Cutch peninsula and in Kathiawar, and as to the creek and lands intervening between either shore, was decided by the Gov-

* A few slight alterations, subsequently made, have been incorporated in the text.

ernment of India in 1900: and in 1904 a Sanad (No. XXII) was issued detailing the arrangements for giving effect to the decision.

In 1905 the Darbar prohibited by notification the export into and illicit import from British India of hemp drugs.

In 1911 Government withdrew the subsidiary force from Cutch and exempted the Darbar from the liability for its maintenance till then existing under the Treaties of 1819 and 1832.

In 1918 the hereditary title of Maharao was conferred (No. XXIII) on the Ruler of Cutch: and in 1921 he was granted a local salute of 19 guns within his own territories.

In 1925 the Maharao agreed (No. XXIV) to the withdrawal of the Agency from Cutch, and that his political relations with the Government of India should be conducted through the Agent to the Governor-General in the States of Western India.

The area of Cutch, exclusive of the Rann of Cutch, is 7,616 square miles; the population, according to the Census of 1921, 484,547; and the revenue about Rs. 32,00,000.

The State pays an annual tribute to the British Government of Sicca Rs. 88,000 on account of the Anjar equivalent.

Under the reorganisation scheme of January 1921 the authorised strength of the Cutch State Forces consists (1929) of:—

Cutch State Bodyguard	35
Cutch State Infantry	359

The following other State forces are maintained:—

Cavalry	26
Infantry	134
Armed Police	865

The State possesses 2 serviceable and 153 unserviceable guns.

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

2. Junagadh.

Junagadh is situated in the Sorath District of Kathiawar, which was governed by Rajput Rajas of the Chudasama tribe till its conquest by Muhammad Begada, King of Gujarat, in 1476, from which time it has been subject to Muhammadan Chiefs.

In 1728 Salabatkhan was appointed Deputy Governor of Junagadh; but he preferred to remain at Viramgam, where his position was important, and sent his son Sherkhan to Junagadh as his deputy. Sherkhan was the founder of the present ruling family of Junagadh. He possessed himself of the country in 1735 and expelled the Moghul deputies. On

becoming independent he assumed the title of Bahadurkhan. Salabatkhan, Sherkhan's father, bequeathed Bantwa Taluka to his other sons Dilerkhan and Sher Zaman Khan.

Bahadurkhan was succeeded in Junagadh by his son Mahabatkhan, and he, in 1775, by his son Hamidkhan, who maintained himself in power through a very troublesome and stormy rule, and was in possession at the time when Colonel Walker made the first settlement of Kathiawar. In addition to the engagements which were taken from the Nawab of Junagadh, in common with the other Chiefs of Kathiawar then under the authority of the Gaekwar, the Nawab was required to make similar agreements with his dependants, from whom he exacted collections under the name of zortalbi, a tax which is said to have been first imposed in the year 1760.

Hamidkhan died in 1811, and the succession was disputed by his two sons Bahadurkhan and Salabatkhan. Eventually Bahadurkhan was recognised, but he was kept in subjection by an Arab Jamadar named Omar Mokhasam. From this restraint he was released in 1816 by the interference of the British Government. In return the Nawab agreed (No. XXV) to pay the expenses of the British force; to give up his Mulkgiri claims in the British districts of Dhandhuka, Ranpur, Gogha and Dholera; and to cede the revenues of certain villages for the expenses of a British agency. Eventually, however, it was decided not to accept the territorial cession.

In 1821 the British Government intervened to regulate the zortalbi tax. Its amount was ascertained, and the British Government undertook to realise it on condition (No. XXVI) of receiving one-fourth of the amount, for the expenses of collection.

In 1838 the Nawab entered into an Engagement (No. XXVII) to prohibit *sati*.

Bahadurkhan died in 1840, and was succeeded by his son Hamidkhan, who died in 1851 and was succeeded by his brother Mahabatkhan.

In 1862 the Ruler of Junagadh received an Adoption Sanad (No. XXVIII).

In 1865 the Nawab assigned (No. XXIX) land in Manekwada, in perpetuity and in full sovereignty, for the location of the headquarters of the Sorath Prant subdivision. Later, the Sorath headquarters were transferred to Jetalsar, in Gondal State, and the land in Manekwada was restored to Junagadh.

In 1867 the Ruler of Junagadh was granted a permanent salute of 11 guns.

In 1874 the State entered into an Agreement (No. XXX) for the construction of a line of telegraph.

Mahabatkhan died in 1882, and was succeeded by his son Bahadurkhan.

Bahadurkhan died in 1892 without issue and without having exercised his powers under the Adoption Sanad. The Government of India selected as his successor Rasulkhan, one of the sons of Nawab Mahabatkhan.

In 1899 the Nawab entered into an Agreement (No. XXXI) regarding the discipline of his Imperial Service Troops when serving beyond the frontiers of his State.

Various cessions of jurisdiction over railway lands, made by the Junagadh State in and before 1892, have been mentioned in the general narrative. In 1908 the Nawab ceded (No. XXXII) jurisdiction over the Verawal Dock Estate line of the Junagadh State Railway; but the line was never opened for passenger traffic, and the jurisdiction was restored to the State in 1911. In 1910 the Nawab ceded (No. XXXIII) full criminal and partial civil jurisdiction over the lands occupied by the Shanpur-Saradia branch (originally styled the Shahpur-Kutiana extension) of the Junagadh State Railway.

Rasulkhan died on the 22nd January 1911 and was succeeded by his son the present Nawab Mahabatkhan, during whose minority the State was placed under British administration. He was invested with full powers on the 31st March 1920.

In 1912 the Darbar ceded (No. XXXIV) full criminal and partial civil jurisdiction over the lands occupied by the Junagadh-Visavadar branch line.

In 1918 the permanent salute of the Ruler of Junagadh was raised to 13 guns, and Nawab Mahabatkhan was granted a personal salute of 15 guns.

In the same year the Jetalsar-Verawal main line was extended to Talala, and in 1920 to Jambur. Full criminal and partial civil jurisdiction over the lands occupied by these extensions was ceded (Nos. XXXV and XXXVI).

In 1921 the Ruler of Junagadh was granted a permanent local salute of 15 guns within his own territories.

In 1923 the Jetalsar-Verawal main line was further extended to Prachi Road, and full criminal and partial civil jurisdiction over the lands occupied by the extension was ceded (No XXXVII) in the same year.

The area of the State is 3,336·9 square miles; the population, according to the Census of 1921, 465,493; and the revenue Rs. 85,65,000.

The State pays a tribute of Rs. 28,394 to the British Government and of Rs. 37,210 to the Gaekwar.

Under the reorganisation scheme of January 1921 the authorised strength of the Junagadh State Forces consists (1929) of:—

Junagadh Lancers	173
Junagadh Mahabat Khanji Infantry	201

The following other State forces are maintained:—

Cavalry	173
Infantry	223
Armed Police	976

The State possesses 6 serviceable guns.

With effect from the 1st January 1922 the designation " Imperial Service Troops " was changed to " Indian State Forces ".

The Junagadh Darbar's proposal to maintain one Company and one Platoon of Infantry as Class B troops under the reorganisation scheme was approved by the Government of India in 1927.

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

3. Nawanagar.

The Ruler of Nawanagar, who bears the ancient title of Jam, is a Jadeja Rajput of the same family as the Rao of Cutch, and has a large number of Bhayad, of whom the most important and powerful are the Chiefs of Gondal and Rajkot. These Chiefs, however, have long since disused the name of Bhayad, and consider themselves as heads of families with Bhayads of their own. The family emigrated from Cutch to Kathiawar and founded Nawanagar about the year 1540, driving before them the Jethwa family, who formerly possessed the country, but who are now confined to the small State of Porbandar. Jamnagar is the capital of the State.

From 1760 till his death in 1800, Nawanagar was virtually governed by Meraman Khawas, a man of low origin but considerable ability: and he received from the Jam the grant of Joriya Bandar, Balambha and Amran. In 1815, in consequence of the Chief of Joriya Bandar being implicated in a rebellion of some Arabs in the Jam's service, Joriya Bandar and Balambha were restored to the Jam. Amran was resumed by the State in 1909.

In 1811 the turbulence of the Jam made it necessary for the British Government to reduce him by force. He refused to settle heavy pecuniary claims which the Rao of Cutch had against him for military assistance rendered in time of danger; he ejected from his State the Agent of the British Government, who was making enquiries regarding the prevalence of infanticide; and made preparations to assert his independence by inducing other Chiefs to combine against the paramount power. A

force was therefore marched against him; and in 1812, after much evasion, he agreed to terms of submission (No. XXXVIII).

The Jam of Nawanagar was one of the Chiefs who, as stated in the general narrative, were required to sign a fresh Engagement to prevent infanticide. This he did (No. XXXIX) in 1812.

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

In 1885 a line of telegraph between Jamnagar and Rajkot was erected by Government under an Agreement (No. XLI) with the State.

In 1886 the Jam consented (No. XLII) not to levy customs duties upon vessels of the Porbandar State touching at any of the ports in the State without discharging cargo.

In 1890 and 1892 the Jam executed Agreements (Nos. XLIII and XLIV) for extensions of the telegraph line from Dhrol to Jodiya and from a point on the Rajkot-Jamnagar line to Pardhari.

Jam Sri Vibhaji, who was the son of Ranmalji, nephew and adopted son of Jam Sataji, died in 1895 and was succeeded by his son Jaswantsinhji.

In 1897 the State made an agreement with the Board of Control of the Bhavnagar-Gondal-Junagadh-Porbandar Railway for the working of the Jamnagar Railway. The coalition was dissolved in 1911, when the Darbar themselves undertook the management of their railway system.

In 1899 the State entered into an Agreement (No. XLV) regarding the discipline of its Imperial Service Troops when serving beyond the frontiers of the State.

In 1905 the Jam executed an Agreement (No. XLVI) for the extension of the telegraph line from a point on the Dhrol-Jodiya line to Balambha.

Jam Jaswantsinhji died on the 14th August 1906, and was succeeded by the present Maharaja Jam Ranjitsinhji.

Jam Ranjitsinjhi served with the Expeditionary Force in France during the Great War.

In 1918 the hereditary title of Maharaja was conferred (No. XLVII) on the Ruler of Nawanagar, and his permanent salute was increased to 13 guns. At the same time Maharaja Jam Ranjitsinhji was granted a personal salute of 15 guns.

In 1921 the Ruler of Nawanagar was granted a permanent local salute of 15 guns within his own territories.

Mention has been made in the general narrative of cessions of jurisdiction over railway lands made by Nawanagar in 1887 and 1894. In 1922 the Darbar ceded full criminal (No. XLVIII) and partial civil juris-

diction (No. XLIX) over the lands occupied by the Jamnagar-Kuranga section of the Jamnagar-Dwarka Railway.

The area of the State is 3,791·3 square miles; the population, according to the Census of 1921, 345,353; and the revenue Rs. 69,54,887.

The State pays a tribute of Rs. 50,312* to the British Government, of Rs. 64,924 to the Gaekwar, and of Rs. 4,857 to Junagadh.

Under the reorganisation scheme of January 1921 the authorised strength of the Nawanagar State Forces consists (1929) of:—

Nawanagar State Lancers	377
Nawanagar State Infantry	237

The following other State forces are maintained:—

Cavalry	300
Infantry	226
Artillery	20
Armed Police	802

The State possesses 10 serviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

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

4. Bhavnagar.

The ruling family of Bhavnagar belongs to the tribe of Gohel Rajputs. This tribe settled in the country about the year 1200 under their Chief Sejakji, from whose three sons, Ranoji, Sarangji and Shahji, are descended, respectively the Chiefs of Bhavnagar, Lathi and Palitana. The Wala State is also an offshoot from Bhavnagar. The town of Bhavnagar was founded in 1723 by Bhavsinh, grandfather of Wakhatsinh, who succeeded in 1772 and was in possession at the time of Colonel Walker's settlements. Bhavsinh, his son Rawal Akherajji, and his grandson Wakhatsinh, took great pains to improve the trade of their country and to destroy the pirates who infested the neighbouring seas. This led to an intimate connection between Bhavnagar and the Bombay Government. In 1759 the British Government acquired a right to a fourth share of the customs of the port of Bhavnagar from the Sidi of Surat, to whom it had been granted by Bhavsinh as the price of protection from the enmity of the Nawab of Cambay. In 1771 Rawal Akherajji assisted the Bombay Government in reducing Talaja, which was occupied by piratical Kolis. After the conquest of Talaja, the fort was offered to Akherajji by the Bombay Government, but he refused to

* Including Rs. 16 on account of Vatav.

accept it, and it was in consequence made over to the Nawab of Cambay. Wakhatsinh, however, after his accession, dispossessed the Nawab of the fort, which, under an Engagement (No. L) mediated by the British Government in 1773, he was allowed to retain on paying a sum of Rs. 75,000. The boundaries of the Bhavnagar State were largely increased by various other acquisitions made by Wakhatsinh previous to the settlement of Kathiawar.

When Gujarat and Kathiawar were divided between the Peshwa and the Gaekwar, the western and larger portion of the Thakor's possessions were included in the Gaekwar's share, and the eastern and smaller portion, including Bhavnagar and the original estates of the family in Sihor, fell to the Peshwa, and formed part of the districts of Dhandhuka and Gogha, which the Peshwa ceded to the British Government under the Treaty of Bassein (*see* Vol. VII, The Peshwa). At the time of the settlement of Kathiawar, therefore, part of the Bhavnagar possessions had already become British territory, while part remained under the Gaekwar. The revenue demanded from the British portion was Rs. 11,651, and that payable to the Gaekwar was fixed at Rs. 74,500. But, as it was expedient to consolidate in the hands of the British Government the various claims over Bhavnagar, an Agreement (No. LI) was made in 1808, with the consent of the Chief, for the transfer to the British Government of the Gaekwar's revenue in Bhavnagar, which was accordingly included in the additional cessions made in 1807 by the Gaekwar for the support of a contingent force.

Wakhatsinh was succeeded in 1816 by his son Waje Sinh, and he, in 1828, by his son Akheraj.

In 1839 the mint at Bhavnagar, where copper money had previously been coined, was closed. As compensation for this a sum of Rs. 2,793-6-5 a year was granted to the Darbar. A further sum of Rs. 4,000 was given them in consideration of their resigning all claims to share in the land and sea customs of the port of Gogha. These sums are now annually paid under an Agreement (No. LII) concluded in 1840.

Rawal Akheraj died in 1854, and was succeeded by his brother Jaswantsinh.

After the cession of Dhandhuka and Gogha to the British Government the Chief of Bhavnagar, in consideration of his influence and good government, was tacitly permitted to exercise the same powers as before in the portion of his estates which fell within these districts. But, in consequence of a serious abuse of power, his estates in British territory were brought under the jurisdiction of British courts, and the revenue payable by him was raised. By these measures the Chief was placed in an anomalous position very irritating to him. In his estates in Kathiawar he continued to exercise his former powers, paying a fixed revenue, while in his estates in British territory, which included his two largest

towns and his place of residence, he was subject to ordinary British laws. The Darbar never ceased to complain of this and to bring forward many claims against the British Government. These were all carefully enquired into in 1859, and an Agreement (No. LIII) was concluded in 1860, by which the Chief's revenue in his British estates was fixed at Rs. 52,000 in perpetuity, and his other claims were adjusted. It was at the same time proposed to place the town of Bhavnagar and its subordinate village of Wadwa, with the town of Sihor, and ten other villages which formed the old possession of the family, on the same footing as the estates in Kathiawar; but, owing to some doubts as to the precise legal status of Kathiawar, this was not at the time effected. The Agreement of 1860 was revised (No. LIV) in 1866.

In January 1866 the Bombay Government issued a notification whereby, in accordance with the Agreement of 1860, certain villages belonging to the Chief of Bhavnagar and situate in the Dhandhuka, Ranpur and Gogha subdivisions of the Ahmedabad district, were declared to be removed, from the 1st February 1866, from the jurisdiction of the revenue, civil and criminal courts of the Bombay Presidency, and were transferred to the supervision of the Political Agency in Kathiawar on the same conditions in regard to jurisdiction as had applied to the Bhavnagar villages which had previously been included in that province. Doubts having been raised as to the legal effect of these proceedings, the Governor-General in Council issued a notification, dated the 5th December 1876, ceding these villages, so that they should be held by the Thakor on the same conditions as those on which he held his other villages in Kathiawar.

In 1862 the Ruler of Bhavnagar received a Sanad of Adoption (*see* No. XL): and in 1867 was granted a permanent salute of 11 guns.

Jaswantsinh died in 1870 and was succeeded by his son Takhatsinh.

In 1874 the Bhavnagar State entered into an Agreement (No. LV) for the construction of a line of telegraph.

Takhatsinh died in 1896 and was succeeded by his eldest son Bhavsinhji.

In 1899 the Thakor entered into an Agreement (No. LVI) regarding the discipline of his Imperial Service Troops when serving beyond the frontiers of his State.

The cessions of jurisdiction over railway lands, made by Bhavnagar in 1879 and 1881, have been mentioned in the general narrative. The Darbar ceded full criminal and partial civil jurisdiction over the lands occupied by the Sihor-Palitana branch line in 1910 (Nos. LVII and LVIII): by the branch line from Dhasa to Lilia Mota in 1911 (Nos. LIX and LX): and by the extension of the latter to Savar Kundla in 1912 (Nos. LXI and LXII). In 1913 full criminal and partial civil jurisdiction was ceded (Nos. LXIII and LXIV) over the lands occupied by the

Botad-Vinchhia branch: and partial civil jurisdiction (No. LXV) over the lands occupied by the Vinchhia-Jasdan extension.

In 1917 the hereditary title of Maharaja was conferred (No. LXVI) on the Ruler of Bhavnagar: and in 1918 his permanent salute was increased to 13 guns.

Maharaja Bhavsinhji died on the 17th July 1919 and was succeeded by his son the present Maharaja Krishna Kumarsinhji, born on the 19th May 1912. During his minority the State has been placed under a Council of Administration.

In 1921 the Ruler of Bhavnagar was granted a permanent local salute of 15 guns within his own territories.

The Darbar ceded full criminal and partial civil jurisdiction over the lands occupied by the extension to Gadhakda of the Dhasa-Savar Kundla branch line in 1921 (Nos. LXVII and LXVIII): by the Botad-Dhandhuka branch line in 1923 (Nos. LXIX and LXX): by the extension of the Dhasa-Gadhakda branch through Dungar to Mahuva in 1926 (Nos. LXXI and LXXII): by the Rajula Road-Rajula Section in 1927 (Nos. LXXIII and LXXIV): and by the Dungar-Port Albert Victor branch in 1928 (Nos. LXXV and LXXVI). In 1929 the Government of India sanctioned the conversion of the Ningala-Gadhada tramway into a railway line, and in the same year the Darbar ceded (Nos. LXXVII and LXXVIII) full criminal and partial civil jurisdiction over the lands occupied by it.

The area of Bhavnagar is 2,860 square miles; the population, according to the Census of 1921, 426,404; and the revenue Rs. 96,16,713.

The State pays a tribute of Rs. 1,28,060* to the British Government, of Rs. 3,581-8-0 to the Gaekwar, and of Rs. 22,858 to Junagadh.

Under the reorganisation scheme of January 1921 the authorised strength of the Bhavnagar State Forces consists (1929) of:—

Bhavnagar Lancers	270
Bhavnagar Infantry	219

The following other State forces are maintained:—

Cavalry	52
Armed Police	270

The State possesses 6 serviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

5. Porbandar.

The ruling family of Porbandar belongs to the tribe of Jethwa Rajputs. At the time of the settlement of Kathiawar the ruling Chief was

* Tribute, Rs. 153: Subsidy, Rs. 75,907: Jama Rs. 52,000.

Sartanji, but the State was virtually managed by his son Halloji. At the close of the eighteenth century the State was subjected to many exactions from its neighbours; and, besides the revenue payable to the Gaekwar, it paid a tribute of Rs. 7,300 to Junagadh, Rs. 2,000 to the Babi Chief of Bantwa, Rs. 1,933 to the Kasbati of Mangrol, and Rs. 1,400 to the Portuguese settlement at Diu.

In 1809 Rana Sartanji quarrelled with his son, in consequence of which a rebellion broke out: and the fort of Kandorna was seized by the mercenary troops of the Chief, who made it over to the Jam of Nawanagar. The aid of the British Government was called in, and by them the mercenaries were expelled. For the purpose of obtaining the continued support of the British Government, the Chief ceded in 1809 (No. LXXIX) half the port of Porbandar, and a party of sepoys was stationed there. The engagement was modified in 1853 and the fixed sum of Rs. 24,083 which had previously been paid annually by the Rana in commutation of the customs rights in the port of Porbandar was reduced and fixed at Rs. 15,000 (*see* Note to No. LXXIX).

In 1867 the Ruler of Porbandar was granted a permanent salute of 11 guns.

In 1869 Porbandar, which had till then been a first class State, was reduced to the third class as a punishment for an act of cruelty committed by the Chief, Rana Sri Vikmat. In 1886 he, having disregarded all remonstrances addressed to him regarding his persistent maladministration, was finally deprived of all power, and a British officer was appointed to administer the State.

In 1887, in consideration of a corresponding agreement made by the Nawanagar State, Porbandar agreed (No. LXXX) not to levy any customs upon vessels of the Nawanagar State which might touch, without discharging cargo, at any of the ports in the State.

In 1890 the Ruler of Porbandar received a Sanad of Adoption (No LXXXI).

Rana Sri Vikmat died in April 1900, and was succeeded by his grandson Bhavsinh, who was installed in the following September, with the first class powers attaching to the State, under certain restrictions which were removed in 1905.

Rana Bhavsinhji died on the 10th December 1908 and was succeeded by his son the present Maharaja Shri Natwarsinhji, born on the 30th June 1901. During his minority the State was placed under Government administration.

In 1918 the hereditary title of Maharaja was conferred (No. LXXXII) on the Ruler of Porbandar, and his permanent salute was increased to 13 guns.

Maharaja Shri Natwarsinhji received full powers on the 26th January 1920.

The area of the State is 642·25 square miles; the population, according to the Census of 1921, 101,881; and the average annual revenue about Rs. 22,25,000.

The State pays to the British Government a tribute of Rs. 21,202, besides Rs. 15,000 as compensation for the half share of the sea customs, to the Gaekwar Rs. 7,196, and to Junagadh Rs. 5,106.

Under the reorganisation scheme of January 1921 the authorised strength of the Porbandar State Forces consists (1929) of:—

Porbandar Bodyguard	32
Porbandar Infantry	236

The following other State forces are maintained:—

Cavalry	28
Infantry	173
Armed Police	254

The State possesses 5 serviceable guns.

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

6. Dhrangadhra.

The Chief of Dhrangadhra belongs to the Jhala Rajputs and is considered the head of that tribe in the district of Jhalawad, which derives its name from them. The Raj Sahib of Wankaner and the Chiefs of Wadhwan, Limbdi, Chuda, Lakhtar and Sayla belong to the same tribe or family. The ancestor of the family, Harpal, is said to have belonged to a Makwana family of Cutch, who in the thirteenth century moved to Gujarat and took service with Karan Ghelo, the last Waghela prince of Anhilwara Patan. Harpal seems to have obtained territory on the east of the Rann of Cutch, and to have established his residence at Patri. Thence the family moved to Kuva; and, when driven out in 1488, made their capital at Halwad, a place some 20 miles north of Dhrangadhra. In the beginning of the nineteenth century the capital was moved to Dhrangadhra. At the time of Colonel Walker's settlement Raj Sahib Amar Singh was the Chief of Dhrangadhra. He died in 1843 and was succeeded by his son Ranmalsinh, who died in 1869 and was succeeded by his son Mansinh.

In 1867 the Ruler of Dhrangadhra was granted a permanent salute of 11 guns.

In 1889 the Raj Sahib of Dhrangadhra preferred a claim to precedence over the Rana of Porbandar; but it was rejected.

In 1890 the Ruler of Dhrangadhra received a Sanad of Adoption (*see* No. LXXXI).

In 1898 the Raj Sahib constructed the Dhrangadhra Railway, from Wadhwan to Dhrangadhra; and in 1899 an agreement was made for the maintenance and working of the railway by the Board of Control of the

Bhavnagar-Gondal-Junagdh-Porbandar Railway. In the same year the Raj Sahib ceded (No. LXXXIII) full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by this railway. After the dissolution of the Board of Control in 1911, the line was managed by the Bhavnagar State Railway until 1919.

Mention has been made in the general narrative (*q.v.* No. XXXIII) of the Salt Agreement concluded by Dhrangadhra in 1883. In 1900 the Raj Sahib agreed (No. LXXXIV) to give up the manufacture of Vadagra salt at the Kuda salt works, which had been permitted by the Agreement of 1883: and was given, in return, an annual compensation of Rs. 7,000. In 1922-23 the manufacture of Vadagra salt was again allowed to the State, and the payment of the compensation ceased in 1923-24. The conclusion of a revised agreement is still (1929) under consideration.

Mansinh died in 1900 and was succeeded by his grandson Ajitsinhji, who died on the 8th February 1911 and was succeeded by his son the present Maharaja Ghanshyamsinhji, born on the 31st May 1889.

Mention has been made in the general narrative of the cession of jurisdiction over the Wadhwan-Rajkot metre gauge railway in 1905. In 1914 the Darbar ceded (No. LXXXV) full criminal and civil jurisdiction over the lands occupied by the line from Dhrangadhra to Halwad.

In 1918 the hereditary title of Maharaja was conferred (No. LXXXVI) on the Ruler of Dhrangadhra: and his permanent salute was increased to 13 guns.

In 1920 the State entered into an Agreement (No. LXXXVII) with the Bombay, Baroda and Central India Railway, by which the working of the Dhrangadhra Railway was entrusted to the Company.

A Railway extension to Kuda was opened in 1923. As this line is to be used for goods traffic only, the jurisdiction over it has been allowed to remain with the Darbar subject to Government's reservation of the right to assume it if the line is eventually opened for passenger traffic, or in case of necessity otherwise arising.

The area of the State is 1,156·5 square miles; the population, according to the Census of 1921, 88,406; and the revenue about Rs. 26,00,000.

The State pays a tribute of Rs. 40,671 to the British Government and of Rs. 4,006 to Junagadh.

Under the reorganisation scheme of January 1921 the authorised strength of the Dhrangadhra State Forces consists (1929) of:—

Dhrangadhra Bodyguard	66
Dhrangadhra Makhwan Infantry	443

The following other State forces are maintained:—

Cavalry	49
Infantry	184
Armed Police	127

The State possesses 4 serviceable and 8 unserviceable guns.

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

7. Palanpur.

The Palanpur family is Afghan, of the Lohani tribe. The head of the family obtained the title of Diwan from the Emperor Akbar in 1597, and the provinces of Jalor, Sachor, Palanpur and Disa in 1682 from Aurangzeb. But in 1698 the Maharaja of Jodhpur deprived the ruling Diwan of all his territories except Palanpur and Disa.

The connection of the British Government with this State began in 1809, when an Engagement (No. LXXXVIII) was mediated, similar to those concluded with the Chiefs of Kathiawar, for the payment of tribute to the Gaekwar.

In 1812 Diwan Firoz Khan was murdered by a faction of Sindi Jamadars. They seized his son Fateh Khan, and placed in power his uncle Shamsher Khan, Chief of Disa, who had been superseded in the succession by Firoz Khan in 1794. By the aid of the British Government and the Gaekwar, however, Fateh Khan, the rightful heir, was established as Diwan under the guardianship and management of Shamsher Khan during his minority. To prevent the distractions which for some years had rent the State, it was determined to unite the interests of the uncle and nephew. Through the mediation of the British Government (No. LXXXIX) in 1813, Shamsher Khan, who had no sons, recognised Fateh Khan as heir to all his property, and both parties agreed that the administration should be carried on by the uncle in his nephew's name, and that no foreign mercenaries should be entertained.

From the first the administration of Shamsher Khan was bad. He alienated the State revenues, fell into arrears in the payment of his tribute to the Gaekwar, and incurred heavy debts; and in 1816 Fateh Khan claimed the interference of the British Government. Shamsher Khan resisted the attempt made to deprive him of authority in the administration; but, after a feeble defence, Palanpur was taken and Shamsher Khan fled. A new Agreement (No. XC) was then concluded with Fateh Khan in 1817. By this Agreement the Diwan engaged to receive an Agent from the Gaekwar in the confidence of the British Government, whose suggestions he was to follow in all matters relating to the government; to subsidise 250 horse (eventually reduced to 150) and 100 infantry, known as the Palanpur Levy; to pay punctually his tribute to the Gaekwar; and to give no protection to offenders against the British Government or the Gaekwar. The appointment of Agent from the Gaekwar was abolished in 1848.

In 1819 the Diwan of Palanpur entered into an Engagement (No. XCI) with the Chief of Danta, by which he agreed to assist the Chief in suppressing the Kolis and Bhils, on consideration of receiving seven annas out of every rupee of the Danta revenue. This Engagement was cancelled by the British Government in 1848, and a yearly payment of Rs. 500 by the Chief of Danta was granted in lieu. This payment still continues.

Fateh Khan died in 1854, and was succeeded by his son Zorawar Khan, who rendered good service to the British Government during the mutiny of 1857.

In 1862 the Ruler of Palanpur received an Adoption Sanad (No. XCII): and in 1867 was granted a permanent salute of 11 guns.

In 1874 the control of the British Government over the finances of the State, which had continued since the conclusion of the Agreement of 1817, was withdrawn, and the Diwan was entrusted with the management of the revenue.

Zorawar Khan died in 1877 and was succeeded by his son Sher Mahomed Khan.

In 1879, on the completion of the Western Rajputana State Railway running through a portion of Palanpur territory, the Diwan formally ceded (No. XCIII) civil and criminal jurisdiction on the line.

In 1890 Diwan Sher Mahomed Khan executed an Agreement (No. XCIV) which released him from the obligation of keeping up the Palanpur Levy, upon his undertaking to maintain an efficient police force and an establishment of magistrates, and to reform the system of import and export duties in his State. The Diwan at the same time engaged to pay the sum of Rs. 9,000 towards the cost of the Political Agency, in lieu of sums aggregating Rs. 7,004 hitherto paid by him on this account.

The Palanpur Opium Agreement of 1879 has been mentioned in the general narrative. In 1892 it was modified by an Agreement (No. XCV) under which the Diwan received an annual compensation of Rs. 31,500, but was under the obligation to maintain an efficient preventive establishment at a cost of not less than Rs. 12,500 a year.

In the same year an Arrangement (No. XCVI) was made by the British Government for the commutation of the Palanpur Darbar's rights in the Wantas of Chansole and Nagwasan, in Baroda territory, into an annual guaranteed payment by the Gaekwar of Sicca Rs. 900, subsequently converted into British Rs. 857-2-3. The Baroda Darbar also paid a sum of Rs. 800 to the Palanpur Darbar in commutation of all outstandings then due to them.

In 1896 the old Sicca currency was abolished and British Indian coinage introduced in its place.

In 1901 the Diwan ceded (No. XCVII) full and exclusive power and jurisdiction over the lands in his State which were, or might thereafter be, occupied by the Palanpur-Disa Railway. This cession had originally been made in 1891, the deed of 1901 being in a revised form.

In 1904 an Agreement (No. XCVIII) was entered into prohibiting the cultivation of hemp in the State.

In 1910 the hereditary title of Nawab was conferred (No. XCIX) on the Ruler of Palanpur.

Nawab Sher Mahomed Khan died on the 28th September 1918, and was succeeded by his elder son the present Nawab Taley Mahomedkhan. born on the 7th July 1883.

In 1921 the permanent salute of the Ruler of Palanpur was increased to 13 guns.

In 1928 the Government of India sanctioned, with effect from the 10th October 1924, the remission of the contribution of Rs. 9,000 payable by the State under Article 4 of the Agreement of 1890.

Inter-jurisdictional cases between Palanpur and the States of Rajputana were formerly decided by the Marwar Court of Vakils, to which a delegate was sent by Palanpur. This Court along with similar Courts at Jaipur and Udaipur was abolished in 1927.

The area of Palanpur is 1,765·91 square miles; the population, according to the Census of 1921, 236,694; and the revenue Rs. 9,77,858.

The State pays a tribute of Rs. 38,462 to the Gaekwar.

Under the reorganisation scheme of January 1921 the authorised strength of the Palanpur State Forces consists (1929) of:—

Palanpur Bodyguard	66
Palanpur Iqbal Infantry	171

The following other State forces are maintained:—

Cavalry	48
Infantry	156
Armed Police	468
Artillery	8

The State possesses 14 serviceable and 63 unserviceable guns.

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

8. Radhanpur.

Bahadur Khan, the founder of the ruling family in Radhanpur, came from Ispahan about the middle of the seventeenth century. His descendants became Faujdars and farmers of revenue under the Moghul Subadars of Gujarat, and in 1723 Jawan Mard Khan Babi, the head of the

family at that time, received a grant of Radhanpur and other districts. In 1739 the ruling Chief received the title of Nawab and the Subadari of Gujarat from the Emperor Muhammad Shah. He was besieged in Ahmedabad by Raghunath Rao, and surrendered in 1756 under an agreement by which he was to hold his districts as a jagir from the Peshwa, and to furnish 300 horse and 500 foot when required. A great portion of the family possessions was wrested from his sons Ghazi-ud-din Khan and Nizam-ud-din Khan, by Damaji Rao Gaekwar; but a sanad was granted to them for Radhanpur and the other districts left in their possession.

On the death of Nizam-ud-din, the elder brother Ghazi-ud-din retained undivided authority in the State. On his death in 1813 the State was divided between his sons, Sher Khan and Kamal-ud-din Khan, the former retaining Radhanpur, and the latter the districts of Sami and Munjpur. Kamal-ud-din died in 1824, and his possessions were reunited with those of his brother. With Sher Khan the first connection of the British Government was formed in 1813. In that year an Engagement (No. C) was concluded through the mediation of the Resident at Baroda, by which the Gaekwar was empowered to control the relations of Radhanpur with other States, but was prohibited from interfering in its internal affairs. Till then Radhanpur had been virtually independent of the Gaekwar, and the object of reducing the State to a position of dependence was to prevent the Nawab from making alliances with other States which might endanger the peace of Gujarat.

During the five succeeding years plundering tribes from Sind committed serious depredations in Radhanpur, which induced the Nawab to apply to the British Government for aid in expelling them. In consideration of the assistance rendered him, the Nawab engaged in 1820 (No. CI) to exert himself to the utmost of his ability to suppress marauders, and to pay in proportion to his means such an amount yearly as the British Government might direct. In 1822 the amount of tribute was fixed at Rs. 17,000 for five years, after which it was to be left to Government to increase the amount or not. After three years, however, the tribute was remitted in full, as the State was believed to be unable to bear the expense.

Sher Khan died in 1825, and was succeeded by his son Zorawar Khan

In 1840 the Nawab entered into an Engagement (No. CII) transferring his share in the Anwarpur salt pans to the East India Company, in consideration of an annual payment of Rs. 11,048 as compensation.

In 1862 the Ruler of Radhanpur received an Adoption Sanad (*see* No XCII): and in 1867 was granted a permanent salute of 11 guns.

Zorawar Khan died in 1874 and was succeeded by his son Bismilla Khan, who died in 1895 and was succeeded by his son Muhammad Sher Khan.

The Radhanpur Opium Agreement of 1879 has been mentioned in the general narrative. In 1897 the Darbar entered into an Agreement (No. CIII) regulating the import, export and sale of opium in the State.

In 1900 the Jorawarsai currency, previously in use, was discontinued and replaced by British currency.

In 1904 the cultivation of hemp was prohibited by an Agreement (No. CIV).

Nawab Muhammad Sher Khan died on the 25th February 1910 and was succeeded by his brother the present Nawab Jalalludin Khan, born on the 2nd April 1889.

The area of Radhanpur is 1,150 square miles; the population, according to the Census of 1921, 67,789; and the revenue Rs. 8,26,633.

The State pays no tribute either to the British Government or to the Gaekwar. It receives jamabandi in small sums amounting to Rs. 1,711-15-6 from certain villages under the Eastern Kathiawar and Banas Kantha Agencies.

The military forces of the State consist (1929) of 11 Cavalry, 35 Infantry and 42 Armed Police, with 7 serviceable and 15 unserviceable guns.

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

9. Morvi.

The Chief of Morvi is a Jadeja Rajput of the same family as the Rao of Cutch and the Jam of Nawanagar. He claims to belong to the senior branch.

Thakor Waghji succeeded to the *gaddi* in 1870.

In 1878 the Ruler of Morvi was granted a permanent salute of 11 guns: and in 1890 received a Sanad of Adoption (*see* No. LXXXI).

In 1887 the status of the State was raised from the second to the first class.

A dispute between Cutch and Morvi regarding the rights and interests of the two States in the Cutch peninsula and in Kathiawar, and as to the creek and lands intervening between either shore, was decided by the Government of India in 1900: and in 1904 a Sanad (*see* No. XXII) was issued detailing the arrangements for giving effect to the decision.

Thakor Waghji died on the 6th June 1922 and was succeeded by his son the present Maharaja Lakhdhirji, born on the 26th December 1876.

Mention has been made in the general narrative of the construction by the Thakor of the narrow gauge railway from Wadhwan *viâ* Wankaner to Morvi, and of his cession of jurisdiction over it in 1887: also of his

construction, in 1890, of the narrow gauge branch line from Wankaner to Rajkot, and of the conversion to metre gauge, in 1905, of the Wadhwan-Wankaner-Rajkot section. In 1924 the narrow gauge line between Wankaner and Morvi was also converted into metre gauge: and in 1926 a branch line was constructed from Than (between Wadhwan and Wankaner) to Chotila.

In 1926 the hereditary title of Maharaja was conferred (No. CV) on the Ruler of Morvi.

The area of the State is 822 square miles; the population, according to the Census of 1921, 96,697; and the average annual revenue about Rs. 21,00,000.

The State pays a tribute of Rs. 9,263 to the British Government, of Rs. 49,208 to the Gaekwar, and of Rs. 3,088 to Junagadh.

The military forces of the State consist (1929) of 71 Cavalry, 351 Infantry and 231 Armed Police, with 2 serviceable guns.

10. Gondal.

The ruling family of Gondal are Jadeja Rajputs. Maharaja Bhagwat Sinhji, the present Ruler, who was born on the 24th October 1865, succeeded to the *gaddi* in 1869.

In 1874 the Thakor entered into an Agreement (No. CVI) for the construction of a telegraph line from Rajkot *viâ* Gondal to Dhoraji; but that arrangement was subsequently altered, and from 1880 the Gondal telegraph office has been connected with the telegraph line on the Gondal Railway.

In 1877 Thakor Bhagwat Sinhji was granted a personal salute of 9 guns: and in 1878 the Ruler of Gondal was granted a permanent salute of 9 guns.

In 1886 an Agreement (No. CVII) was made for the cession of land in Jetalsar for the headquarters of the Sorath Prant officer: the ceded area to be at the absolute disposal of the British Government during occupancy. In 1923 the sub-divisions of Sorath and Halar were amalgamated into one division, styled the Western Kathiawar States: and the Jetalsar headquarters were removed to Rajkot Civil Station. In 1928 the area comprising the Jetalsar Civil Station was handed back to the Gondal Darbar.

In 1888 the status of the State was raised from the second to the first class.

In the same year the permanent salute of the Ruler of Gondal was increased to 11 guns: and in 1889 he received a Sanad of Adoption (No. CVIII).

A number of Railway Agreements, and cessions of jurisdiction, made by the State have been mentioned in the general narrative. Since 1911 the Darbar have themselves undertaken the management of their own railway system.

In 1926 the hereditary title of Maharaja was conferred (No. CIX) on the Ruler of Gondal.

The area of the State is 1,024 square miles; the population, according to the Census of 1921, 167,071; and the revenue about Rs. 25,00,000.

The State pays a tribute of Rs. 49,096 to the British Government, of Rs. 61,017 to the Gaekwar, and of Rs. 608 to Junagadh.

The military forces of the State consist (1929) of 415 Armed Police, with 6 serviceable guns.

11. JAFRABAD.

Jafrabad, otherwise called Muzaffarabad, is part of the territory of the Nawab of Janjira.

The founder was Sidi Hillol of the Janjira house, who conquered Jafrabad about the middle of the eighteenth century. In 1761 he concluded an Agreement (No. CX) with the East India Company.

In 1838 the Sidi agreed (*see* No. XXVII) to take measures for the prevention of *sati* in Jafrabad.

The present Ruler of Janjira (*q.v.*, Vol. VIII) is Nawab Sidi Muhammad Khan.

The area of Jafrabad is 53 square miles; the population, according to the Census of 1921, 10,878; and the revenue Rs. 82,445.

Jafrabad pays no tribute either to the British Government or to the Gaekwar.

The military forces consist (1929) of 1 Artillery man and 25 Armed Police, with 6 serviceable and 52 unserviceable guns.

12. WANKANER.

The Wankaner State was founded about 1605 by Sartanji, son of Prithwi Rajji, the eldest son of Raj Chandra Sinhji of Halwad. The ruling family belongs to the Jhala clan of Rajputs.

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

Raj Sahib Bane Sinh died in June 1881 and was succeeded by the present Raj Sahib Amarsinhji, who was born on the 4th January 1879.

In 1890 the Ruler of Wankaner received a Sanad of Adoption (*see* No. LXXXI).

Raj Sahib Amarsinhji was invested with full powers on the 18th March 1899.

In 1918 Raj Sahib Amarsinhji was granted a personal salute of 11 guns.

In 1924 His Excellency the Viceroy was pleased to approve the recognition of the title of Maharana in favour of the Raj Sahib of Wankaner and his successors.

The area of the State is 417 square miles; the population, according to the Census of 1921, 36,824; and the revenue Rs. 7,32,210.

The State pays a tribute of Rs. 17,422 to the British Government, and of Rs. 1,457 to Junagadh.

The military forces of the State consist (1929) of 28 Cavalry, 16 Infantry and 79 Armed Police, with 4 serviceable and 15 unserviceable guns.

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

13. Palitana.

The Chief of Palitana belongs to the Gohel clan of Rajputs, and claims descent from Shahaji, son of Sejakji.

In 1878 the Ruler of Palitana was granted a permanent salute of 9 guns: and in 1890 received a Sanad of Adoption (*see* No. LXXXI).

Thakor Mansinh Sur Sinh died in August 1905 and was succeeded by his son the present Thakor Shri Bahadursinhji, born on the 3rd April 1900. During his minority the State was placed under Government management.

In 1910 the Darbar ceded (No. CXI) full and exclusive power and jurisdiction of every kind over the lands which were, or might thereafter be, occupied by the Sihor-Palitana Railway.

Thakor Shri Bahadursinhji was invested with full powers on the 27th November 1919.

In 1928 the long standing dispute between the State and the Swetamber Murtipujak Jain community was settled by the conclusion of an Agreement (No. CXII) which was ratified by the Government of India.

The area of the State is 288·8 square miles; the population, according to the Census of 1921, 58,000; and the revenue Rs. 5,57,496.

The State pays an annual tribute of Rs. 7,874 to the Gaekwar, and of Rs. 2,490 to Junagadh.

The military forces of the State consist (1929) of 102 Armed Police, with 2 serviceable guns.

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

14. Dhrol.

The State of Dhrol was founded by Hardolji, brother of Jam Rawal of Nawanagar. The ruling family are Jadeja Rajputs.

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

Thakor Jaisinh died in 1886 and was succeeded by his son Harisinhji.

In 1890 the Ruler of Dhrol received a Sanad of Adoption (*see* No. LXXXI).

Mention has been made in the general narrative of the cession of railway jurisdiction by the State in and before 1894 (Nos. XLVI and LVI).

Thakor Harisinhji died on the 31st July 1914 and was succeeded by his son the present Thakor Daulatsinhji, born on the 22nd August 1864.

The area of the State is 283 square miles; the population, according to the Census of 1921, 23,460; and the revenue Rs. 2,78,163.

The State pays a tribute of Rs. 9,552 to the Gaekwar, and of Rs. 679 to Junagadh.

The military forces of the State consist (1929) of 36 Armed Police, with 3 serviceable guns.

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

15. Limbdi.

The Chief of Limbdi is a Jhala Rajput of the same family as the Raj Sahib of Dhrangadhra. Thakor Jasvantsinhji succeeded to the *gaddi* in 1862.

In 1878 the Ruler of Limbdi was granted a permanent salute of 9 guns: and in 1890 received a Sanad of Adoption (*see* No. LXXXI).

Thakor Jasvantsinhji died in 1907, leaving no issue, and was succeeded by his adopted son the present Thakor Daulatsinhji, born on the 11th July 1868.

Mention has been made in the general narrative of the cession of railway jurisdiction made by the State in 1879. In 1925 the Thakor ceded (No. CXIII) full criminal and partial civil jurisdiction over the lands in his State occupied by the Dholka-Dhandhuka section of the Bombay, Baroda and Central India metre gauge railway.

The State has at present 49 villages under its full jurisdiction, and owns 34 Talukdari villages in the Ahmedabad Collectorate.

The area of the State is 343·96 square miles; the population, according to the Census of 1921, 35,422; and the revenue about Rs. 7,00,000.

The State pays a tribute of Rs. 44,128 to the British Government, and of Rs. 1,390 to Junagadh: besides Rs. 15-13-0 as Ahmedabad Sukhdi for villages in the Ahmedabad district.

Under the reorganisation scheme of January 1921 the authorised strength of the Limbdi State Forces consists (1929) of:—

Limbdi Infantry	36*

The following other State forces are maintained:—

Armed Police	139

The State possesses 2 serviceable and 26 unserviceable guns.

16. Rajkot.

The ruling family of Rajkot are Jadeja Rajputs. The founder of the State was Jadeja Vibhaji, a cadet of the Nawanagar house.

The Chief of Rajkot was one of those who, as stated in the general narrative, were required to sign a fresh Engagement to prevent infanticide. This he did (No. CXIV) in 1835: agreeing, among other conditions, to pay a fine of Rs. 12,000. The Chief of Wankaner stood security for him.

In 1863, during the minority of Thakor Bawaji, an Agreement (No. CXV) was made with the Darbar by which the State was granted a remission of Rs. 1,500 from the annual tribute paid to the British Government, in compensation for lands provided as a site for a civil station at Rajkot.

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

Thakor Bawaji died on the 16th April 1890 and was succeeded by his son Thakor Lakhaji Raj, born on the 17th December 1885.

In December 1890 the Ruler of Rajkot received a Sanad of Adoption (No. CXVI).

Mention has been made in the general narrative of the cession of railway jurisdiction by the State in and before 1894 (Nos. XLVIII, LIV and LV).

In the same year an arrangement was made with the Rajkot State in connection with the construction of a tank to supply water to the civil station of Rajkot. A payment of Rs. 500 a year is made to the State from the Water Works Funds of the Rajkot Civil Station, in consideration of the use of the land and water.

* Not yet (1930) organised.

Thakor Lakhaji Raj died on the 2nd February 1930 and was succeeded by his son the present Thakor Shri Dharmendrasinhji, born on the 4th March 1910. During his minority the administration of the State is being carried on by a Council.

The area of the State is 282 square miles; the population, according to the Census of 1921, 60,993.; and the revenue about Rs. 10,00,000.

The State pays a tribute (excluding the remission of Rs. 1,500 granted in 1863) of Rs. 18,991 to the British Government, and of Rs. 2,330 to Junagadh. The State receives from the British Government Rs. 2,894-4-10 as compensation for lands taken up, as a site for a cantonment, in 1822.

The military forces of the State consist (1929) of 16 Cavalry and 200 Armed Police, with 6 serviceable and 5 unserviceable guns.

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

17. WADHWAN.

The Chief of Wadhwan is a Jhala Rajput and is descended from the Dhrangadhra house.

In 1864 a remission of Rs. 2,250 was made from the payments due from Wadhwan to the British Government under an Agreement (No. CXVII), by which the Chief ceded certain lands required for the headquarters of the Jhalawar sub-division.

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

Thakor Daji Raj died in 1885, leaving no male issue, and was succeeded by his brother Balsinhji.

In 1890 the Ruler of Wadhwan received a Sanad of Adoption (*see* No. LXXXI).

In 1899 the Darbar entered into an Agreement (No. CXVIII) amending that of 1864, and making provision for the yearly payment of Rs. 5,000 to the Darbar as compensation for the loss of customs duties that had been secured to them by the Agreement of 1864.

Mention has been made in the general narrative of various railway agreements and cessions of jurisdiction made by the State in and before 1887: also of a cession of jurisdiction made in 1905. In 1899 the Thakor ceded (No. CXIX) full and exclusive power and jurisdiction of every kind over lands in the State which were, or might thereafter be occupied by the Dhrangadhra State Railway.

Thakor Balsinhji died in 1910, leaving no male issue, and was succeeded by his cousin Jasvatsinhji, who died on the 22nd February 1918.

He was succeeded by his son the present Thakor Joravarsinhji, born on the 23rd July 1899. He was invested with full powers on the 16th January 1920.

In 1923 the Darbar ceded (No. CXX) jurisdiction over the approach road leading to the Wadhwan Junction.

The area of the State is 242·6 square miles; the population, according to the Census of 1921, 37,946; and the revenue Rs. 7,03,810.

The State pays a tribute to the British Government of Rs. 25,922-8-0, and of Rs. 2,682 to Junagadh; besides Rs. 87-0-8 as Ahmedabad Sukhdi for villages in the Ahmedabad district.

The military forces of the State consist (1929) of 36 Cavalry and 118 Armed Police, with 2 serviceable and 2 unserviceable guns.

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

No. I.

1809.

ARTICLES of AGREEMENT between the HONOURABLE EAST INDIA COMPANY, entered into by CAPTAIN SAMUEL ADAM GREENWOOD, under the orders of LIEUTENANT-COLONEL WALKER, RESIDENT, with the VIZARUT JEMADAR FUTTEH MAHOMED and his son NOTIAR HUSSAIN MEEJA, on behalf of the MAHA RAO SHREE ROYDHUNJEE, *viz.*—

ARTICLE 1.

As friendship exists between the government of the Honourable Company and the government of the Maharaja Anund Rao Guikwar Sena Khas Kheyl on the one part and the government of the Maha Rao Shree Roydhun on the other, it is agreed that no troops shall cross to the country to the east or opposite side of the Gulf and Runn lying between Kutch and Guzerat, nor shall any claim or interference be therein maintained.

ARTICLE 2.

The above article is indispensable, but as the Maha Rao Mirza Roydhun possesses old claims on Nowanuggur, it is agreed that these as well as any other demands, either pecuniary or otherwise, which exist, or may arise, shall be settled agreeably to equity and justice, and with due regard to the character of Maha Rao Shree, by the decision of three people, one on behalf of the Honourable Company, one on behalf of the Maha Rao Shree, and a third on behalf of the parties on whom the claims are made.

ARTICLE 3.

The Maha Rao Shree Roydhun engages that piracy shall be eradicated throughout the country of Kutch. Should any piracy take place, the pirates should be punished and expelled from the country.

ARTICLE 4.

Maha Rao Shree Roydhun engages not to permit any establishment whatever to be made in the country by any European or American power or any of those nations to remain therein.

To the truth of the above God is witness.

Dated 16th of Ramzan 1224 Hegiree, corresponding with the 3rd of Ashwin Vud Sumvut 1865 and the 26th October 1809 A.D.

Confirmed by the Governor-General of India on 7th December 1809.

ARTICLES of ENGAGEMENT entered into by DEWAN HUNSRAJ SAMEDASS of MANDAVEE BUNDER, with CAPTAIN SAMUEL A. GREENWOOD, on behalf of the HONOURABLE COMPANY as follows :—

ARTICLE 1

As friendship exists between the government of the Honourable Company and the government of the Maharaja Sena Khas Kheyl Shumsher Bahadoor on the one part, and the government of the Maha Rao Shree Roydhun on the other, I do hereby agree that no troops shall cross to the country on the opposite side of the Gulf and Runn (lying between Kutch and Guzerat), nor shall any claim or interference be maintained therein; should any claim or dispute arise, the same shall be settled by arbitration, under the mediation of the Company.

ARTICLE 2.

Hunsraj Sa, Dewan, engages, on behalf of the Maha Rao Roydhun, that piracy shall be eradicated throughout the territories subject to Mandavee ; should any act of piracy occur, the pirates shall be punished and expelled the country.

ARTICLE 3.

Hunsraj Sa, Dewan, also engages, on behalf of the Maha Rao Roydhun, not to permit any European or American power to form an establishment at Mandavee and its dependencies, nor to permit any (of these nations) to remain therein.

Dated 1865 Assoin Vud 5th, corresponding with 28th October A.D. 1809.

Written by Hunsraj Samedass. What is above written is truth.

TRANSLATION of a PAPER to the address of the HONOURABLE COMPANY from DEWAN HUNSRAJ SAMEDASS of MANDAVEE BUNDER.

I, Hunsraj Samedass of Mandavee Bunder, the Dewan and servant of Maha Rao Mirza Roydhun, wishing to preserve and secure to my sovereign and master the possession of Mandavee Bunder in peace and tranquillity, do hereby require the protection of the Honourable Company on the following terms and conditions :—

ARTICLE 1.

The town and port of Mandavee, its villages and dependencies, to be maintained in my possession on behalf of the said Maha Rao Mirza Roydhun, to whom his heirs and successors, the said dependencies shall be restored under the guarantee of the Company ; whenever he or they shall be restored to the exercise of their legal and uncontrolled authority, and when my sovereign shall assume the government of this country, this port of Mandavee and its dependencies shall be delivered up to him.

ARTICLE 2.

In order to give effect to the above Article, and to ensure its execution, an Agent on the part of the Honourable Company, who shall be attended by a guard of 40 men, shall reside at Mandavee, so long as the place may remain in my possession, but to be afterwards subject to such arrangement in respect to remaining or being dismissed as the sovereign Maha Rao may agree to.

ARTICLE 3.

For the expenses of this establishment an annual nuzzerana of Rupees 18,000 shall be paid to the Honourable Company's Government in four instalments, *viz.*, commencing from the arrival of the Company's Agent.

ARTICLE 4.

In the event of any persons attempting to gain possession of Mandavee and its dependencies, the Honourable Company will be pleased to extend their aid and protection to the extent of two battalions, with their proportion of Artillery, the expenses of which shall be defrayed, at the rate of Rupees 32,500 per month for each battalion, payable in monthly instalments, during the employment of the troops, and to be returned when I have no further occasion for them.

ARTICLE 5.

It is to be understood that the employment of this force is intended solely for the defence of Mandavee and for its preservation under my management, and therefore should any person become the enemy of Mandavee, the Sircar will arrange with them.

ARTICLE 6.

My sole object being to secure under the protection of the Honourable Company the possessions of my sovereign in peace and tranquillity, I engage to enter into any terms of accommodation with Futteh Mahomed that may appear advisable and conducive to this end, and which may receive the sanction of the Honourable Company.

Signed for SETH HUNSRAJ SAMEDASS

by JORE SA.

What is above written has my consent when the parties arrive.

Dated Sumwut 1866, Kartick Soodh 5th, A.D. 1809, November 12th.

Confirmed by the Governor-General of India on 6th January 1810.

No. II.

ARTICLES of a TREATY of ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJ MIRZA RAO BHARMULJEE of KUTCH, agreed to by both GOVERNMENTS,—1816.

ARTICLE 1.

A firm and lasting peace and amity shall hereafter exist between the contracting governments

ARTICLE 2.

The people of the Kutch District of Wagur having committed unprovoked depredations in the mehals of their Highnesses the Peishwa and Guikwar in the peninsula of Kattywar, the Maha Rao engages to reimburse the losses sustained by their aggressions, and also to defray the military expenses incurred in consequence according to a separate deed by which the Maha Rao engages to abide.

ARTICLE 3.

His Highness the Maha Rao engages to become responsible to the Peishwa's, Guikwar's and Honourable Company's governments for any loss which their subjects may hereafter sustain by depredations from subjects of the Kutch State.

ARTICLE 4.

The subjects of the Kutch State shall on no account cross the Gulf or Runn for hostile purposes, neither shall they cross to act against the subjects of the Honourable Company or those of Sreemunt Peishwa or the Guikwar. The subjects of the aforesaid three governments shall (in like manner) not cross the Gulf or Runn for hostile purposes against the Rao's subjects. The fort of Anjar, etc., having been ceded to the Honourable Company, no objections exist to troops and stores crossing the Gulf or Runn for that place.

ARTICLE 5.

His Highness the Rao binds himself to suppress in the most effectual manner the practice of piracy throughout his dominions and coasts, and engages to make good any losses sustained by vessels sailing under the pass of the Honourable Company by piracies committed from the ports in Kutch. The practice of confiscating property wrecked on the coast shall from this date be suppressed, and His Highness engages to cause all property thus sequestrated to be returned to the legal owner.

ARTICLE 6.

His Highness the Rao engages that no foreign, European, or American force of any description, or agent of any of those powers, shall be permitted to pass through or reside in the State of Kutch.

ARTICLE 7.

The Rao binds himself to prohibit the admission of Arab mercenaries into Kutch. Arabs resorting for mercantile purposes shall not be permitted to leave any of their followers. They shall return with the merchants. This shall be particularly attended to. In consideration, however, of the situation of Luckput on the borders of Sindh, and for the object of keeping the district of Wagur in subjection, the Rao shall retain in his service Arab Sebundy not exceeding in number four hundred men.

ARTICLE 8.

The Honourable Company, in consideration of the distracted state of the government of Rao Bharmuljee, and its inability to fulfil the above obligations without aid, engage to cause such possessions as have been alienated by the treachery of his servants to be restored to His Highness's authority; any of the servants above alluded to returning to their allegiance through the mediation of the Honourable Company shall have their affairs arranged in a manner meeting the wishes of both governments.

ARTICLE 9.

The district of Wagur, a dependency of the Kutch State, will require to undergo a thorough reform. The prohibition which exists to the Rao entertaining Arab Sebundy beyond a limited number disables him from effecting a settlement of that district satisfactorily to the Honourable Company. The latter, therefore, agree to aid His Highness with a force to arrange this talooka in a manner suitable to the objects of both governments, so that it remain obedient to the Rao's authority, who binds himself, as in Article 3rd, to be responsible for the future acts of the people.

ARTICLE 10.

As a friendly return for the essential services thus engaged to be performed His Highness the Rao agrees to cede to the Honourable Company in perpetuity the fort of Anjar, with villages, including Toorea Bunder, and in addition engages to pay in perpetuity an annual sum of two lakhs of corries (Rao Shai) in cash to the Honourable Company. The particulars of this Article are contained in a separate deed.

ARTICLE 11.

The slaughter of cows and bullocks being directly at variance with the religion of the Jharejas and the greater portion of the natives of Kutch, the Honourable Company engages to abstain from the slaughter of those animals within the limits of Kutch, and from violating the religious prejudices of the Rao's subjects.

ARTICLE 12.

His Highness the Rao engages not to allow a Bharwuttea of the Shreemunt Peishwa, Guikwar, or Honourable Company's governments to reside within his

territory, and (in like manner) the above three governments engage not to permit a Bharwuttea of the Rao's country to reside in their mehals. In the event, however, of a Bharwuttea residing within a foreign State and committing acts of depredation from thence, the power affording him an asylum shall be considered responsible.

ARTICLE 13.

A representative of the Honourable Company's government shall reside with the Rao in the capital, in order that all questions which may arise between the contracting governments be discussed in a friendly manner, and the engagements of both parties be watched over and preserved inviolate. This vakeel shall not listen to any complaints either from the Rao's Bhayad or his ministers; at the Rao's request, however, the Sircar will afford him its best advice.

The above thirteen Articles of Treaty shall be adhered to by the Rao, his heirs and successors, and the Honourable Company.

Done at Bhooj on the fourteenth day of January, A.D. 1816.

JAMES MACMURDO,
Employed on a mission to Kutch by the Bombay Government.

Ratified by the Right Honourable the Governor-General of India in Council on the 9th March 1816.

TRANSLATION of a DEED executed by MAHARAJ MIRZA RAO BHARMULJEE of KUTCH, in favour of the HONOURABLE ENGLISH EAST INDIA COMPANY.

ARTICLE 1.

My Sircar, as a friendly gift, has for ever done over to you by deed the fort of Anjar with villages, including Toorea Bunder, according to the following list:—

Anjar Town.	Toorea, port inclusive.
Meethee Rohur.	Khasee Rohur.
Keedhena.	Shirai.
Rutnal.	Anterjal.
Puswallia Khasi.	Sutapore.
Ditto Meethee.	Supurdha.
Sidoogura.	Sugallia.
Nargulpore, small.	Nargulpore, large.
Pudhanoo.	Kokra.
Rapore.	Bhumasir.
Borickamegpore.	Nugal.
Varsamiree.	Morsin.

According to the above list I have given you the fort and bunder, inclusive 24 villages, and surrender to you all sovereignty, control, and produce in those

places that my Sircar has enjoyed. Any charitable, religious, or other ancient gifts of my government shall be investigated by the Honourable Company, and on authentic papers being produced, the Honourable Company's government shall continue them. Grassias who have enjoyed grass from ancient times in the pergunnah or in Anjar shall not be obstructed by the Honourable Company in receiving their produce. Disputes regarding villages, boundaries, or disputes of any kind between the subjects of the two governments shall be adjusted by two persons on the part of the Sircars, agreeably to justice. One Sircar shall not send orders or mohsuls on the subjects of the other; subjects or inhabitants of the above places coming to me to complain I shall not listen to them.

ARTICLE 2.

In addition to the above deed I have agreed to pay to the Honourable Company from my government an annual sum of two lakhs of Rao Shai corries; this cash is to be paid in two kists, as follows :—

1,00,000	1 lakh corries	on Assar Soodh 2nd.
1,00,000	1 ditto	on Pous Soodh 2nd.
2,00,000		

In this manner I am to pay two lakhs of corries annually for ever, and should the corries not be paid on the stipulated dates I am to pay interest at the rate of 9 per cent. per annum.

I have given these two Articles in writing to the Honourable Company's Sircar of my own free will; I and my heirs and successors are to abide by them.

Done Sumwut 1872, Pous Vud 2nd, Tuesday, 16th January 1816.

This deed was ratified by the Right Honourable the Governor-General of India in Council under date the 9th March 1816.

No. III.

SUPPLEMENTARY TREATY with KUTCH in 1816.

The Honourable Company and the Rao's Sircar concluded a Treaty of thirteen Articles on the 14th January 1816; supplementary to these, however, the following two are valid :—

ARTICLE 1.

The Right Honourable the Governor-General in Council has ratified the thirteen Articles of Treaty concluded on the 14th January 1816 between the English Sircar and that of His Highness the Rao; but as His Highness's government is newly established, and is responsible in the 2nd Article of the Treaty for a debt of twenty lakhs of rupees, which it would find much difficulty in discharging, the Honourable Company, guided by feelings of friendship, relinquishes as a voluntary gift

the sum of eight lakhs thirteen thousand eight hundred and seventy-six rupees, being the amount charged to its military expenses.

ARTICLE 2.

In order still further to aid the Maha Rao's government and as a testimony of the interest which the Honourable Company takes in its welfare, the latter does of its own free will relinquish the annual sum of two lakhs of corries which the Rao has agreed to pay by the 10th Article of the aforesaid Treaty. It is hoped that these disinterested and friendly aids conferred by the Honourable Company on His Highness the Rao will induce the latter to repose perfect confidence, to act with unanimity and to preserve inviolate the stipulations contained in the original Treaty.

Done at Bhooj this Tuesday, the eighteenth day of June A.D. 1816.

JAMES MACMURDO,
Resident at Bhooj.

MOIRA.
N. B. EDMONSTONE.
ARCHIBALD SETON.
G. DOWDESWELL.

Ratified by the Governor-General in Council at Fort William this twenty-first of September one thousand eight hundred and sixteen.

JOHN ADAM,
Secretary to Government.

No. IV.

TREATY of ALLIANCE between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJA MIRZA RAO SHREE DESSULJEE, his heirs and successors, concluded by CAPTAIN JAMES MACMURDO, on the part of the HONOURABLE COMPANY, and by JHAREJAS PRUTHERAJJEE, VIJERAJJEE, MERAMUNJEE, PRAGJEE, PRAGJEE MOKAJEE, ALLYAJEE, NONGHUNJEE, BHANJEE and JEYMULJEE, by virtue of full powers from their respective GOVERNMENTS,—1819.

Whereas a Treaty of alliance, consisting of thirteen Articles, was concluded on the 14th January 1816, with two supplementary Articles, under date 18th June 1816, between the Honourable East India Compa ıy and the Maharaj Rao Bharmuljee and his successors. In consequence, however, of the hostile conduct of

the said Rao towards the Honourable Company, and his tyranny and oppression to his Bhayad, it has become necessary for the stability of the alliance between the contracting parties to make certain alterations in the above-mentioned Treaty.

ARTICLE 1.

It is hereby declared that all Articles of the aforesaid Treaty which are not modified or superseded by any of the Articles in the present Treaty shall be considered good and valid.

ARTICLE 2.

Agreeably to the desire of the Jhareja Bhayad the Honourable Company agrees in declaring Bharmuljee to have forfeited all claims to the guddee of Kutch, and he is accordingly solemnly deposed. The said Bharmuljee shall reside in Bhooj as a State prisoner, under a guard of British troops, subject, however, to be removed to a place of further security in the event of his being implicated in any intrigue, the Kutch government agreeing to pay annually the sum of 36,000 corries through the Honourable Company for the subsistence of the said Bharmuljee.

ARTICLE 3.

The infant son of the late Rao Bharmuljee having been unanimously elected by the Jhareja Chiefs to succeed to the vacant throne, he and his legitimate offspring are accordingly acknowledged by the Honourable Company as the lawful sovereigns of Kutch under the name and title of Maharajah Mirza Rao Dessuljee.

ARTICLE 4.

In consequence of the minority of the present Rao Dessul, the Jhareja Bhayad, with the Honourable Company's advice, determine that a regency shall be formed with full powers to transact the affairs of the government. The following are chosen as the members: Jhareja Vijerajjee of Somri Roha, Jhareja Prutherajjee of Naugercha, Rajgoor Odhowjee Hirbhoy, Mehta Luckmidas Wullubjee, Khuttri Ruttonsi Jettani, and the British Resident for the time being. These six persons are entrusted with the executive management of the government of Kutch; and in order that they may perform the service of the State with effect, the Honourable Company agree to afford the regency their guarantee, until the Rao completes his twentieth year, when the minority ceases.

ARTICLE 5.

The Honourable Company engages to guarantee the power of His Highness the Rao Dessul, his heirs and successors, and the integrity of his dominions, from foreign or domestic enemies.

ARTICLE 6.

The Honourable Company, at the desire of Rao Shree Dessul and the Jhareja Bhayad, for the security of the government of Kutch, agrees to leave a British force in its service. For the payment of this force, Rao Shree Dessuljee and the Jhareja Bhayad agree that funds shall be appropriated from the revenues of Kutch. The Honourable Company retains to itself the option of reducing or entirely withdrawing its troops (and relieving Kutch from the expense) whenever, in the opinion of government, the efficiency and strength of the Rao's authority may admit of its being done with safety.

ARTICLE 7.

The money stipulated for in the preceding Article is to be paid in instalments, each of four months, and it is further engaged that the regency appointed in the 4th Article shall enter into a separate responsibility for the regular payment of the above kists.

ARTICLE 8.

The Kutch government engages not to allow any Arabs, Seedees, or other foreign mercenaries to remain in its territories, nor generally to entertain any soldiers, nor natives of Kutch, without the consent of the Honourable Company's government.

ARTICLE 9.

The Kutch government agrees that no foreign vessels, American, European, or Asiatic, shall be allowed to import into the territories of Kutch arms or military stores. The Honourable Company engages to supply the wants of the Kutch government in these articles at a fair valuation.

ARTICLE 10.

The Honourable Company engages to exercise no authority over the domestic concerns of the Rao or of those of any of the Jhareja Chieftains of the country; that the Rao, his heirs and successors, shall be absolute masters of their territory, and that the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE 11.

It is clearly understood that the views of the British Government are limited to the reform and organization of the military establishment of the Kutch government, to the correction of any abuses which may operate oppressively on the inhabitants, and to the limitation of the general expenses of the State within its resources.

ARTICLE 12.

The Rao, his heirs and successors, engage not to enter into negotiations with any Chief or State without the sanction of the British Government, but their customary amicable correspondence with friends and relations shall continue.

ARTICLE 13.

The Rao, his heirs and successors, engage not to commit aggressions on any Chief or State, and if any disputes with such Chief or State accidentally arise, they are to be submitted for adjustment to the arbitration of the Honourable Company.

ARTICLE 14.

The Rao, his heirs and successors, engage to afford what military force they may possess to the aid of the Honourable Company's government upon its requisition. This Article, however, is not to be understood as imposing any duties on the Jhareja Bhayad contrary to their established customs.

ARTICLE 15.

The Kutch ports shall be open to all British vessels, in like manner as British ports shall be free to all vessels of Kutch, in order that the most friendly intercourse may be carried on between the governments.

ARTICLE 16.

The British Government, with the approbation of that of Kutch, engages to guarantee by separate deeds the Jhareja Chiefs of the Bhayad, and generally all Rajpoot Chiefs in Kutch and Wagur, in full enjoyment of their possessions, and further to extend the same protection to Mehta Luckmidas Wullubjee, who, for the welfare of the Kutch Durbar, has acted in concert with the Jharejas, and with great zeal and sincerity.

ARTICLE 17.

His Highness the Rao, his heirs and successors, at the particular instance of the Honourable Company, engage to abolish in their own family the practice of infanticide; they also engage to join heartily with the Honourable Company in abolishing the custom generally through the Bhayads of Kutch.

ARTICLE 18.

Previously to the execution of the deed of guarantee in favour of the Jhareja Bhayad, according to the tenor of the 16th Article, a written engagement shall be entered into by them to abstain from the practice of infanticide, and specifying

that in case any of them do practice it, the guilty person shall submit to a punishment of any kind that may be determined by the Honourable Company's government and the Kutch Durbar

ARTICLE 19.

The British Resident or his Assistant shall reside in Bhooj, and be treated with appropriate respect by the Government of Kutch.

ARTICLE 20.*

* * * * * * * *

ARTICLE 21.

It being contrary to the religious principles of the Jharejas and people of Kutch, that cows, bullocks, and peacocks should be killed, the Honourable Company agree not to permit these animals to be killed in the territory of Kutch or to permit in any way the religion of the natives to be obstructed.

These twenty-one Articles are binding to the Rao, his heirs and successors for ever, and to the Honourable Company.

Done at Bhooj on the thirteenth day of October A.D. 1819.

JAMES MACMURDO, *Captain, and Resident in Kutch.*

HASTINGS.

J. STEWART.

J. ADAM.

Ratified by His Excellency the Governor-General in Council this fourth day of December A.D. 1819.

C. T. METCALFE,
Secretary.

No. V.

DEED passed to MAHA RAO SHREE DESSULJEE by WAGHELA VEESAJEE, SUTAJEEANEE, PREMSINGJEE, RAMJEEANEE, MEHEBJEE, DEWAJEEANEE, RAMSINGJEE, BHOJRAJEEANEE, and the whole BHAYAD of BELA, dated Choitro Vud 5th Sumwut 1875, or 15th April A.D. 1819.

The Durbar, as a punishment for our bad conduct, had deprived us of our villages and geeras: at present, however, the Honourable Company's army having

* This article, which provided for the transit through the Rao's territory, free of Rahdari duties, of all supplies *bonâ fide* for the use of the Honourable Company's troops, was abrogated by the Local Government in 1828, their action being confirmed by the Government of India in 1854 (Letter No. 564, of 10th February 1854, to Government of Bombay).

accomplished a reform in the affairs of the Durbar, the English government has graciously interfered and restored to us our geeras, etc. We do therefore engage that henceforth none of us shall be guilty of improper or troublesome conduct. and we engage to abide by the following Articles :—

ARTICLE 1.

We engage to countenance or protect in no way any Bharwuttea or criminal of either of the two Sircars of the Honourable Company and the Rao, or encourage any person to disturb the peace.

ARTICLE 2.

We shall permit no person who thieves or steals to live in our lands, nor shall we listen to any such people. Should any person living in our lands commit any act of plunder, and the fact be ascertained to be positive, we engage to become responsible individually for the act to both Sircars, and to surrender the criminals to the Durbar.

ARTICLE 3.

Should travellers be plundered in our lands, or should any property be lost, we engage to become responsible, agreeably to the order of the Durbar, to remove the crime from ourselves by establishing it satisfactorily elsewhere.

ARTICLE 4.

Should we have any dispute with our neighbouring Bhomias and Grassias relative to boundaries, etc., we engage to refer the dispute to the arbitration of both Sircars. We engage to have " Ver " (feuds) with none.

ARTICLE 5.

Should a Grassia or other person attempt to leave our lands with the intent of having a feud, or disturbing the peace, we will prevent him ; if he goes by force, we will instantly inform the Durbar.

ARTICLE 6.

Should Dhara or plunderers attempt to pass through our lands with the intention of depredating, we will not permit them to pass. If they proceed by force, we will give instant information of it to the Sircars.

ARTICLE 7.

We will perform the Rao's service with fidelity. We will accompany the Durbar troops when they are acting, and act in concert.

ARTICLE 8.

On an alarm of plunderers passing with plunder, we will instantly proceed and intercept them.

ARTICLE 9.

We have given a distinct deed to the Durbar, under the guarantee of the Sircar, for the payment for ever of an annual jummabundee. The specific jummabundee mentioned in it we shall yearly pay. Should any heavenly or earthly misfortune happen, in such year the Durbar is to look to our articles.

ARTICLE 10.

Should we have a necessity for money, and wish to sell our villages, we engage to acquaint the Sircars beforehand.

ARTICLE 11.

Any old fort or castle on our lands we engage to permit to be destroyed, and henceforth to build no new work of the kind.

In the above manner we engage to behave justly, peaceably, and honestly, and not to act improperly or infringe on our engagements.

Signed by Waghela Veesajee and others.

J. MACMURDO,

Resident at Bhooj.

Memorandum.—The above engagement was at the same time subscribed to by following additional Chiefs :—

Weerbhuder Dewajee Samaljee, etc., of Kuntakot.
Jhareja Kulliansingjee, of Ausir.
Jhareja Mimajee, of Wandia.
Waghela Sadhojee and Vijerajjee, of Soodran.
Jhareja Rotlajee, etc., of Kammar.
Jhareja Jewunjee, of Lakria.
Waghela Poonjajee, etc., of Palauswa.
Jhareja Narunjee, of Chitrore.
Jhareja Ajeetsingjee and Jussajee, etc., of Veejpasir.
Jhareja Purtapsingjee, of Koombhardee.
Waghelas Bharojee, Sadhojee, and Juruljee, of Juttawaro.
Rana Soojajee, etc., of Geerea.
Waghela Mousingjee, etc., of Bhimasir.
Jhareja Haldu-jee, of Trummoo.
Jhareja Ubhesingjee and Bhaeeja, etc., of Roree and Jessura
Waghela Meghrajjee, of Hummeerpoor.
Waghela Jemaljee and Puchanjee, of Kurrianuggur.
Waghela Anundsingjee and Khetajee, of Mowanoo.
Jhareja Bhimjee and Jugajee, etc., of Ambliaroo.
Jhareja Nathajee and Mullojee, etc., of Shrunva.
Jhareja Jugajee and Pragjee Nesajee, of Chiree.

FA'EL ZAMIN DEED passed by MUDVEE SAMLA AJANEE of AJAPORE, in behalf of the BELA WAGHELAS, to MAHA RAO DESSULJEE.

I engage to be Fa'el Zamin for the Waghelas of Bela; they have passed a deed of Articles to Durbar; I will cause them to be adhered to. It is on my responsibility should they be guilty of breaking the agreement into which they have entered; or should they act improperly I individually become responsible for the acts in such manner as the Durbar may direct.

Chaitro Vud 1st, Sumwut 1875, or the 11th April A.D. 1819.

MUDVEE SAMLA AJANEE.

DEED of ARR ZAMIN.

We, Weerwudur Dewajee Samutjeeanee, Akherajee, and Kanthurjee Pattajeeanee, of Kuntakot, are Arr Zamin to the effect of the above deed. We are individually responsible for its efficiency, and will cause it to be adhered to.

Choitro Vud 1st, Sumwut 1875, or the 11th April A.D. 1819.

The marks of Weerwudur and others.

J. MACMURDO,
Resident at Bhooj.

No. VI.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJ MIRZA RAO SHREE DESSULJEE, his heirs and successors, concluded by CHARLES NORRIS, ESQ., RESIDENT in KUTCH, on the part of the HONOURABLE COMPANY, and by the JHAREJA BHAYAD VIJERAJJEE PRAGJEE, of KOTOREE, MOKAJEE, CHUNDAJEE, BHARRAJEE, ALLYAJEE, BHANJEE, PRAGJEE, of MHOWA, KAYAJEE, and JEYMULJEE, on the part of the RAO, by virtue of full powers from their respective GOVERNMENTS,—1822.

ARTICLE 1.

The British Government and the Government of Kutch, thinking it expedient that the town and district of Anjar should be transferred to His Highness the Rao of Kutch or a pecuniary equivalent, the 10th Article in the Treaty of Sumwut 1872 (A.D. 1816) is annulled, and the separate deed therein alluded to is declared void. The sum of Ahmedabad Sicca Rupees (88,000) eighty-eight thousand a year, is agreed to by both governments as the amount which is to be paid by the Kutch government to the Honourable Company in return for transfer of the town and district above mentioned to His Highness the Rao of Kutch, including, in the Anjar district, the town of Lukhapoor, the separate deed of which is declared void.

ARTICLE 2.

The town and district of Anjar will be delivered over to the Kutch Government on 2nd Assar Soodh, Sumwut 1879 H.E., corresponding with 20th June A.D. 1822, and the government of Kutch engages to make good the payment of the sum above stipulated every year by two half-yearly payments the first of Rupees (44,000) forty-four thousand on Pous Soodh 2nd, and the second of Rupees (44,000) forty-four thousand on Assar Soodh 2nd. No diminution in the amount of compensation above fixed for the town and district of Anjar shall ever take place; and the Government of Kutch agrees that if it shall not be paid regularly at the periods above specified good and satisfactory assignments of land in full sovereignty, either the Anjar talook or other districts as may suit the Kutch government, shall be made to the British Government for the purpose of realizing the amount which may have become due.

ARTICLE 3.

Since the establishment of the connexion between the two governments, the British Brigade has been cantoned at the foot of the hill fort of Bhojea, which has remained in the hands of the British. The British Government, from an anxiety to restore the fort to His Highness the Rao, has had the ground in the neighbourhood of Bhooj examined with the view of removing the camp. One spot only has been found suitable for a cantonment; it is situated to the north of the town and belongs to Rajgoor Brahmins, and the government of Kutch being unable to induce the owners voluntarily to surrender this ground, has expressed a wish that the cantonment may remain where it is at present, and the fort continue in the occupation of the British. To this proposal the British Government agrees, and the Kutch government engages never to require the British Government to give up the fort without obtaining by purchase from the proprietors the ground above-mentioned and giving it to the British Government, and indemnifying the British Government for any expense which it may have incurred in repairing the fort, which expense, however, is not to exceed the sum of Rupees (45,000) forty-five thousand.

Dated 1st Jest Soodh, Sumwut 1878, corresponding with 21st May 1822 A.D.

C. NORRIS,
Resident.

Ratified by the Governor-General in Council at Fort William in Bengal, this fifth day of July one thousand eight hundred and twenty-two.

HASTINGS.
J. ADAM.
JOHN FENDALL.
W. B. BAYLEY.

By His Excellency the Governor-General in Council.

G. SWINTON,
Secretary.

No. VII.

TREATY between the HONOURABLE EAST INDIA COMPANY and SHREE MAHARAJ MIRZA RAO DESSULJEE, his heirs and successors, concluded by LIEUTENANT-COLONEL HENRY POTTINGER, RESIDENT in KUTCH, on the part of the HONOURABLE COMPANY, and JHAREJAS CHANDABHOY of NAUGERCHA, DOSAJEE of KOTOREE, PRAGJEE of MOTARA, NARRONJEE of MHOW, DEEDA BHOJRAJJEE, and the MINISTER DEWAN LUCKMIDAS WULLUBJEE, on the part of HIS HIGHNESS the RAO,—1832.

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

ARTICLE 1.

The 1st and 2nd Articles of the Treaty of the 21st May 1822 are maintained in force only as described in the succeeding Articles of the present Treaty, and the contracting parties do now engage as follows:

ARTICLE 2.

The Honourable East India Company's government hereby remits (subject to the condition specified in the 4th Article) the equivalent for Anjar, *viz.*, 88,000 Ahmedabad Sicca Rupees per annum, fixed by the 1st and 2nd Articles of the Treaty of the 21st May 1822, together with all arrears now due on that as well as on any other account by the Kutch Durbar to the British Government, or which shall be found due on the settlement of the accounts for the past year, that is, the Sumwut 1888, which terminated on the 1st day of July last.

ARTICLE 3.

His Highness the Rao Shree Dessuljee, his heirs and successors, solemnly agree that the funds stipulated by the 6th Article of the Treaty of October 1819 to be appropriated for the pay of the Kutch subsidiary force, but which it is hereby declared are never to exceed the amount of two lakhs of Ahmedabad Sicca Rupees per annum, shall be hereafter regularly, without fail, and under any circumstances whatever, discharged by four (4) quarterly equal instalments, *viz.*, on the 15th days of January, April, July, and October of each year.

ARTICLE 4.

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

ARTICLE 5.

All existing stipulations and engagements which have been entered into by former Treaties between the Honourable East India Company's government and the government of Kutch, and which shall not have been altered or modified by the present Treaty, are to remain in full force.

HENRY POTTINGER, *Lieut.-Col.*,
Resident in Kutch.

W. C. BENTINCK.

E. BARNES.

C. T. METCALFE.

A. ROSS.

Ratified by the Right Honourable the Governor-General in Council at Fort William in Bengal, this twenty-third day of April A.D. 1833.

W. H. MACNAGHTEN,
Secretary to the Govt.

No. VIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and the GOVERNMENT of KUTCH,—1834.

Whereas by the 4th Article of the Treaty concluded at Bhooj on the 13th day of October 1819, it was stipulated that a regency should be formed with full powers to transact the affairs of the Kutch government until His Highness Mirza Rao Shree Dessuljee should have completed his twentieth year, and whereas His Highness will not attain the above described age until on or about the 3rd day of August 1835, nevertheless the British Government, desirous of affording to His Highness a strong proof of its consideration and friendship, has consented to a modification of the above stipulation, and this Treaty has been this day entered into by Lieutenant-Colonel Henry Pottinger, Resident in Kutch, etc., on be-

half of the Honourable East India Company, and by the undersigned Jharejas, etc., on behalf of the Rao of Kutch, in virtue of full powers entrusted to them by their respective governments.

ARTICLE 1.

The period for the minority of His Highness the Rao ceasing shall be altered from the completion of his twentieth year to Assar Soodh Booj, Sumwut 1891, corresponding with the 8th day of July, A.D. 1834, on which day the functions of the regency shall terminate and His Highness shall be placed in charge of the government of his country under the constitutional and established advice of his ministers and the members of the Jhareja Bhayad.

ARTICLE 2.

With a view to the welfare and prosperity of the State of Kutch, and also to relieve His Highness Mirza Rao Shree Dessuljee from all vexation and annoyance on the subject, the British Government reserves to itself, agreeable to the 2nd Article of the Treaty of October 1819, the entire management and control, through the Resident in Kutch, of the ex-Rao Bharmuljee, and will permit no interference on his part in any act of the Kutch government.

ARTICLE 3.

All existing engagements between the two States, not modified or altered by this Treaty, are to be considered in full force and efficacy.

Done at Bhooj on the 5th day of July 1834, corresponding with Jest Wuddh 14th, Sumwut 1891.

W. C. BENTINCK.
F. ADAM.
W. MORISON.
E. IRONSIDE.

1. JHAREJA KHANGARJEE, of Roha.
2. ,, CHUNDERJEE, of Naugercha.
3. DOSAJEE, of Kotoree.
4. PRAGJEE, of Mhow.
5. SUBAJEE, of Terah.
6. SAHIBJEE, of Vinjan.
7. PRAGJEE, of Mohtalla.
8. JEYMULJEE, of Bharra.
9. RYAHJEE, of Mohtara.
10. GOORJEE, of Sootree.

HENRY POTTINGER,
Resident in Kutch.

Ratified by the Right Honourable the Governor-General of India in Council on the 12th September 1834.

No. IX.

PROCLAMATION issued by the RAO of KUTCH abolishing the IMPORTATION of SLAVES into KUTCH,—1836.

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

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

No. X.

ADOPTION SUNNUD granted to the RAO OF KUTCH,—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 to 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 obligation to the British Government.

CANNING.

FORT WILLIAM;
The 11th March 1862.

No. XI.

PROCLAMATION by HIS HIGHNESS the RAO of KUTCH to his SUBJECTS,—1869.

MAHARAJA DHIRAJ MIRZA MAHA RAO SHREE PRAGMULJEE BAHADOOR, to the population of KUTCH generally.

To wit—That for the security of those among you who, for the purposes of trade, etc., permanently reside in, or come and go to and from, the country of Zanzibar, I have, at the suggestion of Government, given notice in a yad under date the *Kartuk Sood 1st, Sumvut 1922*, through the Political Agent, to the exalted Government, that the claims and disputes with any other persons of those of you who permanently reside in, or frequent for the purposes of trade, the ports of Muscat and other places in Africa and Arabia and the Persian Gulf, and in other countries where my subjects may reside, should be settled by the British Government in the same way as if you were its own subjects, consequent on the Treaties concluded with Government.

You formerly carried on trade in slaves. But this traffic having been forbidden by the will of Government a Proclamation to the effect that if any slaves, Negroes or Abyssinians, shall be brought (to Kutch) by any one for sale, the vessel conveying them with its cargo will be confiscated, was issued by my late father, under date the *Maha, vide 5th Sumvut 1892*. Notwithstanding this I am now informed through Major Shortt, the Political Agent at this place, by the Political Agent at Zanzibar, at the direction of Government, that the subjects of Kutch residing at Zanzibar are now engaged in the slave trade. From this it appears that you have not yet abandoned this trade. It is therefore hereby ordered that if you persist in the traffic in slaves the Government will, by virtue of my aforesaid permission treating you (who reside at Zanzibar) as its own subjects, liberate all slaves from your possession, and will not, however large the number of slaves so liberated, award any compensation whatever, nor entertain any claim in regard thereto; and besides, the perpetrators will be punished there according to the law there prevailing, and you will also be considered as criminals, liable to punishment here (in my domain). Note this well, and take warning.

Given in His Highness's presence this 13th day of the 1st Vaisak Sood Sumvut 1925 of the Vikram era, corresponding with 24th April 1869.

No. XII.

TRANSLATION of a PROCLAMATION, issued by HIS HIGHNESS the RAO of KUTCH to his subjects in ZANZIBAR, dated 16th December 1872.

Maharajah Dhiraj Mirza Maharao Shree Pragmuljee Bahadur, to all the Kutch subjects residing at Zanzibar. To wit, that it has come to our knowledge that

you carry on at Zanzibar the trade of buying and selling in slaves. This is a most horrible thing, and by the desire of the Honourable Government to put a stop to the practice, we as well as our revered father have before this time issued Proclamations. Notwithstanding these you have not abandoned this horrible trade, which is very bad on your part. You are therefore, hereby commanded not to persist in this trade at all events, and if you are practising it to abandon it at once on receipt of this command. He who in spite of this shall follow this trade, or in any way abet or assist in the same, shall be punished severely by the Honourable British Government, considering him to be their own subject, by virtue of the power given them for the purpose, and this Durbar will confiscate all his property situated in Kutch. Therefore take strict warning. Given in His Highness's presence this Monday, the 1st Magsur Vud, Sumbut 1929 of the Vikram era, corresponding with 16th December 1872.

NOTE.—A similar Proclamation was issued to his subjects at Muscat.

No. XIII.

THE CUTCH BHAYAD SETTLEMENT OF 1875.

1. His Highness the Rao shall keep a list of the persons entitled to the guarantee. The list will be subject to the approval of Government, and may from time to time be amended by the Rao with the sanction of Government. The guarantee-holders will be divided into five classes.

2. The members of the Jareja Court, who shall be four in number, will be appointed by the Rao; they will be selected from among the members of the Bhayad. His Highness' Divan or Deputy Divan will also be appointed member and will be *ex-officio* President of the Court. Three, including the President, shall form a quorum.

3. Cases of every kind, in which a guarantee-holder is concerned, or to which a Khalsa subject is a party against a resident on a guarantee-holder's estate, or which arise between residents on different estates, shall be decided by the Court. The Court shall also have jurisdiction in other cases arising on the estates of guarantee-holders, subject to the following limitations :—

(1) In criminal matters the original jurisdiction of the Court, in cases arising in 1st class estates, shall be limited to such as involve a sentence of more than seven years' imprisonment, or Koris 6,000* fine.

In cases arising in 2nd, 3rd and 4th class estates, to such as involve a sentence of more than two years or Koris 2,000 fine, three months or Koris 300 fine, and

* Government Resolution No. 2488, dated 3rd May 1886.

fifteen days' imprisonment, or Koris 50 fine, respectively. The Court shall have jurisdiction in all cases arising in 5th class estates.

(2) In civil matters the Court shall have no original jurisdiction in 1st class estates, and in cases arising in 2nd, 3rd and 4th class estates its original jurisdiction is limited to cases where the value of the disputed property exceeds Koris 10,000, Koris 2,000 and Koris 200, respectively.

(3) The penal and civil laws for the guidance of the Court and of the four classes in the exercise of the above powers shall be the same as those for the time being in force for the Khalsa portion of the Rao's territory.

(4) Sentences of death, transportation for life and fourteen years' imprisonment to be confirmed by His Highness the Rao.

4. The proceedings of the Court shall be conducted in accordance with the rules to be framed by His Highness the Rao, subject to the approval of Government; these rules shall also contain provisions for the right of the Rao and for the power of the Court to impose mohasals and also for fees.

5. An appeal, subject to the exception hereinafter mentioned, from all decisions of guaranteed zamindars shall lie to the Court, and from all decisions of the Court to His Highness the Rao, with a further appeal to Government, when the party dissatisfied is a guarantee-holder, with respect to cases involving the possession of land and his old right of dues. No appeal, however, shall lie from the decisions of holders of 1st class estates in cases involving a maximum sentence of three months' imprisonment or Koris 200 fine, or of 2nd class estates when the maximum sentence shall be one month's imprisonment or Koris 100 fine. In civil cases no appeal shall lie from decisions of zamindars of 1st class estates, when the value of the property in dispute does not exceed Koris 5,000 or Koris 2,000, in cases arising in estates of the second class, provided that class-holders shall have no final unappealable powers in regard to Mulgirassias residing on their estates, and provided that it shall be within the discretion of His Highness the Rao, with the concurrence of the Political Agent, to call for and, if necessary, quash the proceedings in any case in which it may be shown that injustice has been committed.

6. Boundary disputes wherein a guarantee-holder is a party shall be decided by the Court, with appeal to the Darbar, and a further appeal to Government, if the party dissatisfied is a guarantee-holder; but boundary cases in which the Darbar is a party shall be decided by the Court, with an appeal to Government.

Rules for Procedure.

The following Rules for the conduct of business in the Jareja Court of Kutch have been framed by His Highness the Rao and approved by Government, in accordance with Article 4 of the new settlement :—

1. Due notice shall always be given to the members of the Court of the cases to be brought before it, and the President, before deciding any case, shall ask the opinion of each of the members present, and shall record the same in the proceed-

ings, the decision resting solely with the President. The opinion of all the members of the Court will, in appeal, be duly considered by the Appellate authority, provided that any case may be decided by the President without consulting the other members of the Court if, after due notice, they absent themselves from the sittings of the Court.*

* Government Resolution No. 5113, dated 11th November 1878.

2. Should the near relation or private servant of any Jareja member be concerned in any case, or should the member himself or his rayat be parties to any suit or case before the Court, such member is precluded from sitting in judgment in any such case. The decision of the President on any such case to be final.

3. The following matters of business may be disposed of by the President solely :—

Signature of any writ, order, summons or other judicial process issued, or made in the exercise of the Court's original jurisdiction.
Admission and rejection of plaints.
Applications for extension of time generally.
Applications for arrest and attachment before judgment.
Orders concerning production and admission of documents.
Attachment of property.
Applications for Commission to examine witnesses.
Applications for, or connected with execution of decrees, sales in execution, etc.
Applications for leave to sue in *formâ pauperis*.
Applications for orders of reference or arbitration.
Applications regarding the conduct of suits.
Applications for management of property.
Inquiries as to the fitness of persons to act as trustees, receivers, etc.
Inquiries as to sufficiency of bail.
Preliminary investigation and committal of persons for offences committed.
Applications for registration of appeals.
Applications for refund of money paid into Court.
Applications for review of judgment.
Power to transfer any case. (Rule 4.)

The President may, however, refer any of the above matters to the Court.

4. It shall be competent for the Jareja Court to authorise, either by general or particular orders, any Nyayadhish, appointed or to be appointed by the Darbar to take up and dispose of cases reserved by the Settlement to itself arising on 3rd, 4th, and 5th class estates, provided that they are not beyond the powers conferred on such Nyayadhish under the law for the time being in force, and provided also that no Nyayadhish shall directly take up and dispose of any case in which a guarantee-holder is personally concerned. An appeal shall lie to the Jareja Court against all decisions of Nyayadhishes in cases taken up by them in virtue of the above authority. The Court shall have power to withdraw any case from any Nyayadhish, and try it itself, or refer it for trial to any other Nyayadhish having

jurisdiction of the alleged offence, and also to call for and revise the proceedings of any Nyayadhish either of its own motion or on the application of any of the parties concerned. The authority delegated by the Jareja Court to any Nyayadhish shall be subject to revision or revocation from time to time, at the discretion of the Court.

5. An institution fee, at the rates mentioned in the schedule hereto annexed, shall be levied on all suits tried before the Court, save in the matter of Political cases, which latter shall comprise boundary cases, "Hookoomut" cases and "Venchun" cases.

6. The Court shall have power to impose mohasals on any person in the matter of disobedience of its orders. Mohasali orders shall be in accordance with custom, and no mohasal shall exceed Koris 5 or Re. 1-5-1 per diem, to be computed from the day of issue to the date of return. The following distance per diem to be allowed for mohasals :—

Foot—8 kos.

Horse—12 kos.

7. In the event of the non-payment of any mohasal imposed the Court shall recover the mohasal in the same manner as in the execution of a decree. The right to pardon mohasals His Highness the Rao reserves to himself.

8. For sufficient reason more than one mohasal may be imposed on any person by the Court.

9. The rights of His Highness the Rao to mohasal shall be restricted to His Highness's right as "Suzerain" and shall be, in the case of any guarantee-holder, solely in execution of any legitimate order of His Highness as such.

10. The execution of the Court's processes, decrees, orders, etc., shall be arranged through the medium of the Court's own officials in Darbari and Bhayadi territory. His Highness the Rao, as well as class-holders, shall co-operate in aiding the Court's officials in this matter, and no obstruction shall be raised in any case in which the Court has legitimate jurisdiction.

11. The Court shall furnish such returns as may be called for by His Highness the Rao, and it is incumbent on the Courts in guaranteed estates likewise, to furnish such returns as may be demanded of them by the Jareja Court, for submission to higher authority.

12 All persons who shall apply may be admitted to practise as Vakils of the Court, provided that they obtain and hold a "Sanad" from the Court to practise as such. The issue of "Sanads" shall be subject to rules that may, from time to time, be framed by the Court for the examination and registration of Vakils.

13. Any person authorized and wishing to appeal to the Court must file the petition of appeal within 60 days from the date of the decision appealed against a true copy o which must accompany the petition.

14. The expenses for witnesses shal be regulated by the rules in the Kutch Code.

No. XIV.

CUTCH AND NAVANAGAR.

EXPORT DUTY ON GOODS WASHED ASHORE,—1884.

The Council of Administration, Cutch, hereby agree that the Cutch State will not in future levy any Export duties on goods which may be washed ashore within Cutch territory, being portion of cargo thrown overboard from vessels sailing from, or belonging to, ports under the jurisdiction of the State of Navanagar in Kathiawar.

This agreement is supplementary to that by His Highness the Rao of Cutch on 8th October 1851.

A. M. PHILLIPS, *Lieutenant-Colonel,*
Acting Political Agent, Cutch, and President of the Council of Administration.

MANIBHAI J.,
Divan of Cutch and Executive Member of the Council of Administration, Cutch.

JADEJA SHRI VERISALJI,
Jareja Member of the Council of Administration, Cutch.

(Signature illegible),
Mercantile Member of the Council of Administration, Cutch.

MANDVI, CUTCH;
The 26th April 1884.

No. XV.

SALT AGREEMENT WITH THE RAO OF CUTCH,—1885.

AGREEMENT between LIEUTENANT-COLONEL GEORGE RISTO GOODFELLOW, POLITICAL AGENT, CUTCH, acting under the AUTHORITY of the GOVERNOR in COUNCIL of BOMBAY, and HIS HIGHNESS MAHARAJA DHIRAJ MIRZA MAHA RAO SHRI KHENGARJI BAHADUR, RAO of CUTCH, for the REGULATION of the MANUFACTURE of, and TRADE in, salt in the Cutch State.

His Highness the Rao agrees on behalf of himself, his heirs and successors as follows:—

1. That the Darbar of Cutch shall adopt effectual means to prevent the exportation from Cutch, either by sea or by land, of salt manufactured or spontaneously

produced in the State to any part of British India or of any foreign European Settlement in India.

2. That the Darbar of Cutch shall exercise an efficient control over the manufacture of salt and the collection of natural salt within Cutch territory.

3. That the Darbar of Cutch shall make careful arrangements to watch the land and sea frontiers of Cutch with a view to prevent exportation of salt from any part of Cutch to any part of British India, or of any Indian Native State, or of any foreign European Settlement in India.

4. That the Darbar of Cutch shall, by public notification, prohibit, under pain of severe penalty, the exportation of salt from Cutch either by sea or by land to any part of British India, or of a Native Indian State, or of any foreign European Settlement in India.

5. That the Darbar of Cutch shall so regulate the export of salt from Cutch to foreign ports outside of India, and shall place such export under such safeguards and checks as to prevent any salt so exported from finding its way into any part of British India, or of any Native Indian State, or of any foreign European Settlement in India.

6. That the Darbar of Cutch shall not permit any salt to be exported from Cutch to any foreign port outside of India unless the vessel containing it is bound direct for that port.

7. That no vessel bound from Cutch to any port situated in British India, or a Native Indian State, or any foreign European Settlement in India, shall be permitted to carry salt as its sole cargo or as part of its cargo.

8. That the Darbar of Cutch shall bind the owner or Captain of any vessel carrying salt for exportation from Cutch to any foreign port outside of India not to touch on the voyage at any port in British India, or in a Native Indian State, or in a foreign European Settlement in India, unless driven thereto by stress of weather, and in case he is so driven to any such port to give the earliest intimation of arrival to any British or Native Officer residing at the port, and not to land any part of the salt contained in the vessel at such port.

The Governor in Council of Bombay agrees that so long as the Darbar of Cutch fulfils the conditions aforesaid, the system and rules established in Cutch in one thousand eight hundred and eighty and now in force with regard to salt shall be and remain in abeyance.

And His Highness the Rao agrees on behalf of himself, his heirs and successors, that if at any time the Darbar of Cutch fails to fulfil the said conditions the British Government shall be at liberty to reintroduce the said system and rules of one thousand eight hundred and eighty.

G. R. GOODFELLOW, *Colonel,*
Political Agent, Cutch.

RAO KHENGARJI.

DUFFERIN,
Viceroy and Governor-General of India.

Dated at Bhuj, the 16th January 1885.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Fort William on the thirteenth day of February A.D. one thousand eight hundred and eighty-five.

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

FORT WILLIAM ;
The 13th February 1885.

No. XVI.

SANAD granted to HIS HIGHNESS MAHARAO SRI MIRZA RAJA KHENGARJI, RAO OF KUTCH,—1885.

I hereby confer upon Your Highness the honourable title of " Sawai Bahadur " as an hereditary distinction.

DUFFERIN,
Viceroy and Governor-General.

FORT WILLIAM ;
The 28th January 1885.

No. XVII.

AGREEMENT with HIS HIGHNESS the RAO of KUTCH for the construction of a TELEGRAPH LINE from the EASTERN BOUNDARY of the STATE to MANDVI,—1890.

Whereas the State of Kutch is desirous of having a line of telegraph constructed from the Eastern frontier of the territory of His Highness the Rao of Kutch to Mandvi, a town on the Gulf of Kutch to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Kutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji, Sawai Bahadur, G.C.I.E., Rao of Kutch, on behalf of himself and his successors :—

1.

The British Government agrees to construct for the Kutch State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between the Eastern frontier of Kutch and Mandvi, through Bhuj, at a cost of one lakh and eleven thousand rupees (1,11,000) more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

2.

The line so constructed shall be called the Kutch Branch Telegraph line.

3.

With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Kutch State on terms and conditions to be agreed upon at the time between the Kutch State and the Government of India.

4.

The Kutch Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up the value of the materials of which it is composed shall be refunded to the Kutch State, less the cost of dismantling and returning them into store.

5.

The State of Kutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure, and also Rupees 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between the Eastern frontier of Kutch and Mandvi. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Kutch.

6.

The entire receipts at the Telegraph Offices at Ardesar, Anjar, Bhuj and Mandvi, and at any other office within the territory of His Highness the Rao of Kutch on the Kutch Branch Telegraph extension, shall be credited annually to the Kutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Kutch State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Kutch State; if the cost exceeds the receipts the difference shall be paid by the Kutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

7.

The accounts of the Kutch Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Kutch, and the charges and balance shall be adjusted without delay.

8.

The Kutch State shall provide free of rent such accommodation for the offices that may be opened on the Kutch Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9.

The State of Kutch agrees to apply to the Kutch Branch Telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

10.

The State of Kutch agrees to apply to the Kutch Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Kutch State with accurate translations of such Acts, Rules and Regulations.

11.

The State of Kutch agrees that the Kutch Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this fifth day of November one thousand eight hundred and ninety.

RAO KHENGARJI,
Rao of Kutch.

Witness :
MOTILAL LALBHAI.

W. A. SALMON,
Political Agent, Kutch.

Witness :
M. V. DESA,
Head Accountant, Kutch Agency.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

W. J. CUNINGHAM,
Officiating Secretary to the Government of India.

FOREIGN DEPARTMENT,
FORT WILLIAM ;
The 18th December 1890.

No. XVIII.

AGREEMENT with HIS HIGHNESS the RAO of KUTCH for the construction of a TELEGRAPH LINE from MANDVI to MANDRA,—1894.

Whereas the State of Kutch is desirous of having a line of telegraph constructed from Mandvi, a town on the Gulf of Kutch, to Mandra, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Kutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji, Sawai Bahadur, G.C.I.E., Rao of Kutch, on behalf of himself and his successors :—

I. The British Government agrees to construct for the Kutch State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Mandvi and Mandra at a cost of Rupees thirteen thousand five hundred, more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Mandra Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Kutch State on terms and conditions to be agreed upon at the time between the Kutch State and the Government of India.

IV. The Mandra Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Kutch State, less the cost of dismantling and returning them into store.

V. The State of Kutch shall pay annually to the British Government to cover the cost of repair and maintenance, a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also R 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Mandvi and Mandra. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Kutch.

VI. The entire receipts at the Telegraph Office at Mandra and at any other office within the territory of His Highness the Rao of Kutch on the Mandra Branch Telegraph extension shall be credited annually to the Kutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Kutch State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British

Government to the Kutch State; if the cost exceeds the receipts, the difference shall be paid by the Kutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages, and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Mandra Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Kutch and the charges and balance shall be adjusted without delay.

VIII. The Kutch State shall provide free of rent such accommodation for the offices that may be opened on the Mandra Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Kutch agrees to apply to the Mandra Branch Telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Kutch agrees to apply to the Mandra Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Kutch State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Kutch agrees that the Mandra Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this twelfth day of June one thousand eight hundred and ninety-four.

Witnesses.

MOTILAL LALBHAI,
Dewan of Kutch.

RAO KHENGARJI,
Rao of Kutch.

PALLONJI BAZONJI,
Superintendent, Kutch Agency Office.

E. V. STACE,
Acting Political Agent, Kutch.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA;
The 2nd August 1894.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

No. XIX.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a TELEGRAPH LINE from the ANJAR-LAKADIA line to BACHAO,—1895.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from the nearest suitable point on the telegraph line Anjar to Lakadia, to Bachao, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Cutch, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji, Sawai Bahadur, G.C.I.E., Rao of Cutch, on behalf of himself and his successors :—

I.—The British Government agrees to construct for the Cutch State a loop line of telegraph consisting of two wires to be carried on suitable supports to be erected between the nearest suitable point on the telegraph line Anjar to Lakadia and Bachao, at a cost of rupees four hundred and sixty, more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II.—The line so constructed shall be called the Bachao Branch telegraph line.

III.—With the consent of the Governor-General in Council, extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV.—The Bachao Branch telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Cutch State, less the cost of dismantling and returning them into store.

V.—The State of Cutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also ₹ 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between the nearest suitable point on the telegraph line Anjar to Lakadia and Bachao. These rates may be changed at any time hereafter after one year's notice has been given to the State of Cutch.

VI.—The entire receipts at the telegraph office at Bachao and at any other office within the territory of His Highness the Rao of Cutch on the Bachao Branch telegraph extension shall be credited annually to the Cutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State,

If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State; if the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII.—The accounts of the Bachao Branch telegraph line and of the offices maintained on it shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII.—The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Bachao Branch telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX.—The State of Cutch agrees to apply to the Bachao Branch telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X.—The State of Cutch agrees to apply to the Bachao Branch telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI.—The State of Cutch agrees that the Bachao Branch telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this eighth day of April, one thousand eight hundred and ninety-five.

RAO KHENGARJI,
E. V. STACE, *Lieutenant-Colonel,*
Political Agent, Cutch.

Witnesses
MOTILAL LALBHAI,
Dewan of Cutch.
PALLONJI BEZONJI,
Superintendent, Cutch Agency Office.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA;
The 23rd May 1895.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

No. XX.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a TELEGRAPH LINE from MANDVI to NALLIA,—1895.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from Mandvi, a town on the Gulf of Cutch, to Nallia through Kothara to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Political Agent, Cutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by HIS HIGHNESS THE MAHARAJA DHIRAJ MIRZA MAHARAO SIR SHRI KHENGARJI, SAWAI BAHADUR, G.C.I.E., Rao of Cutch, on behalf of himself and his successors :—

I. The British Government agrees to construct for the Cutch State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Mandvi and Nallia through Kothara at a cost of ₹44,600 more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Nallia Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV. The Nallia Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Cutch State less the cost of dismantling and returning them into store.

V. The State of Cutch shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also ₹5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Mandvi and Nallia through Kothara. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Cutch.

VI. The entire receipts at the Telegraph Offices at Nallia and Kothara and at any other office within the territory of His Highness the Rao of Cutch on the Nallia Branch Telegraph extension, shall be credited annually to the Cutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State. If the receipts exceed the cost of the offices, together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State; if the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland

Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Nallia Branch Telegraph line and of offices maintained on it shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII. The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Nallia Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Cutch agrees to apply to the Nallia Branch Telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Cutch agrees to apply to the Nallia Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Cutch agrees that the Nallia Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

E. V. STACE, *Lieut.-Col.*,
Political Agent, Cutch.
RAO KHENGARJI.

The 17th December 1895.

Witnesses :

MOTILAL LALBHAI,
Dewan of Cutch.

PALLONJI BEZONJI,
Supdt., Cutch Agency Office.

Approved and confirmed by the Government of India.

By order,
W. J. CUNINGHAM,
Secy. to the Govt. of India in the Foreign Department.

FORT WILLIAM ;
The 10th February 1896.

No. XXI.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a TELEGRAPH LINE from NALLIA to TERA and JAKHAU,—1900.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from Nallia to Tera and Jakhau, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Cutch,

on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness the Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji, Sawai Bahadur, G.C.I.E., Rao of Cutch, on behalf of himself and his successors :—

I.—The British Government agrees to construct for the Cutch State lines of telegraph, consisting of one wire to be carried on suitable supports to be erected between Nallia and Tera, and two wires between Nallia and Jakhau, at a cost of Rupees seven thousand and eight hundred, more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II.—The lines so constructed shall be called the Tera and Jakhau Branch Telegraph lines.

III.—With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV.—The Tera and Jakhau Branch Telegraph extensions shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. They shall not be dismantled without the consent of the Government of British India. But should they at any time be given up, the value of the materials of which they are composed shall be refunded to the Cutch State, less the cost of dismantling and returning them into store.

V.—The State of Cutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also ₹ 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Nallia and Tera, and Nallia and Jakhau. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Cutch.

VI.—The entire receipts at the Telegraph Offices at Tera and Jakhau, and at any other office within the territory of His Highness the Rao of Cutch on the Tera and Jakhau Branch Telegraph extensions, shall be credited annually to the Cutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State. If the receipts exceed the cost of the offices, together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State ; if the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

VII.—The accounts of the Tera and Jakhau Branch Telegraph lines and of offices maintained on them shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII.—The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Tera and Jakhau Branch Telegraph lines as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX.—The State of Cutch agrees to apply to the Tera and Jakhau Branch Telegraph lines the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X.—The State of Cutch agrees to apply to the Tera and Jakhau Branch Telegraph lines any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI.—The State of Cutch agrees that the Tera and Jakhau Branch Telegraph lines shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Witnesses:

MOTILAL LALBHAI,
Dewan of Cutch.

PALLONJI BEZONJI,
Supdt., Cutch Agency Office.

RAO KHENGARJI,
Rao of Cutch.

G. E. HYDE-CATES, *Major*,
Political Agent, Cutch.

Approved and confirmed by the Government of India.

SIMLA;
The 25th April 1900.

W. J. CUNINGHAM,
Secretary to the Government of India in the Foreign Department.

No. XXII.

ARRANGEMENT for the SETTLEMENT of DISPUTES between the STATES of CUTCH and MORVI,—1904.

SANAD.

Whereas certain disputes have for a long period existed between the States of Cutch and Morvi regarding their respective rights and interests in the Cutch peninsula and in Kathiawar and in the creek and lands intervening between either shore, and whereas Mr. R. M. Kennedy, I.C.S., who was appointed Commissioner to value the said respective rights and interests, made certain proposals for an

exchange between the two States with a view to the final settlement of the said disputes, and whereas these proposals have been approved and confirmed by Her Majesty's Secretary of State :

The Governor-General in Council has, pursuant to the decision of Her Majesty's Secretary of State, communicated in his Despatch No. 13 of 8th February 1900, ordered the following arrangements for the purpose of giving effect to the said decision :—

(1) The Cutch and Morvi States respectively will, subject always to any rights and interests appertaining to the Paramount Power, have and hold their several coasts with riparian rights, rights of customs and all other rights and interests free each from any interference or obstruction by the other, on either side of a line drawn as follows :— namely, commencing from the Gulf of Cutch the line runs along the centre of the Hansthal Creek, then from where Chach Nes joins the Hansthal along the centre of Chach Nes, right up to the present termination of Chach Nes at the point marked A on the accompanying map, which point A lies on a straight line between Vandhia village site and Tonk Hill, approximately equidistant (six and a half miles) from either : eastward of point A the line runs along the centre of the Runn equidistant from the Cutch and Morvi shores ; the channels of Hansthal and Chach Nes are neutral.

(2) On the Cutch side of this line the six villages of Adhoi, Halrae, Rampura, Wastwa, Gamrao, and Gharana will belong to the State of Morvi with no special privileges of trade but with the same rights that are enjoyed by many Native States holding small territories surrounded by British districts ; while the rights of the Morvi State in the villages of Amardi, Janghi, Chandrodi, and Laliana Pati will be extinguished and the said villages will belong exclusively to the Cutch State.

(3) On the Morvi side of the line the Morvi State will hold and enjoy all rights hitherto enjoyed or claimed by the Cutch State in the port of Vavania and all the maritime rights of Cutch in the territorial waters of Morvi.

No. XXIII.

SANAD granted to HIS HIGHNESS MAHARAV SHRI MIRZA RAJA SAWAI SIR KHENGARJI BAHADUR, G.C.S.I., G.C.I.E., RAO of KUTCH, in BOMBAY,— 1918.

I hereby confer upon Your Highness the title of Maharao as an hereditary distinction for your services in connection with the war.

CHELMSFORD,
Viceroy and Governor-General of India.

DELHI ;
The 1st January 1918.

No. XXIV.

AGREEMENT made the 25th day of June one thousand nine hundred and twenty-five for the ABOLITION of the CUTCH POLITICAL AGENCY,—1925.

Whereas by Article 19 of the Treaty concluded on the 13th day of October 1819, between the Honourable the East India Company and His Highness the Rao, hereinafter called the Maharao of Cutch, it was provided that the British Resident or his Assistant should reside in Bhuj, and whereas His Highness the Maharao of Cutch has now consented to his political relations with the Government of India being conducted through the medium of the Honourable the Agent to the Governor-General in the States of Western India, It is hereby agreed between the Government of India and the Maharao of Cutch that Article 19 of the aforesaid Treaty shall be abrogated, it being clearly understood that, should the Maharao of Cutch at any time or in any circumstances wish a change to be made in the system of political relations now established, any request he may make to this end will receive every consideration, and that no alteration in the present system of political relations will be made by the Government of India without previously consulting him.

MAHARAO KHANGARJI,
Maharao of Cutch.

C. C. WATSON,
Agent to the Governor-General in the States of Western India.

LYTTON,
Viceroy and Acting Governor-General of India.

This Agreement was ratified by the Viceroy and Acting Governor-General of India at Simla on the 17th day of July 1925.

S. B. PATTERSON,
Secretary to the Government of India, Foreign and Political Department.

No. XXV.

TRANSLATION of the annexed PAPER, *viz.*, to the HONOURABLE the ENGLISH EAST INDIA COMPANY from NAWAB SHREE BAHADOOR KHAN BAHADOOR BABEE of the TALOOKA of JOONAGURH,—1816-17.

To wit,—the Jemadar Oomur and other Arab Sebundy having become headstrong I addressed a petition to the (said) Sircar, and in its favour a force was

deputed, and all the arrangements required have been carried into effect in the most effectual manner by Captain Ballantine, and (whereupon) I do in my own pleasure enter into certain engagements with the (said) Sircar as in the following Articles :—

ARTICLE 1.

The Sircar's force having come to my aid, every arrangement was thereby effected to the utmost of my satisfaction and wishes, and the said Captain (Ballantine) shall address the Governor in Council in Bombay on the sum to be obtained on account of the expenses of the force, when, agreeable to the orders of the Sircar, whatever sum is fixed on in due faith shall be paid.

ARTICLE 2.

And the payment of the above sum of expenses on account of the force shall be made available from the sum of recoveries on account of my moolookgeeree dues to be made by him (the said Captain Ballantine) on the part of the Honcurable Company, to commence from Sumwut 1873, A.D. 1816-17, and agreeable to the instalments to be agreed on.

ARTICLE 3.

My moolookgeeree circuit (or forceable collection) to be realised yearly, and in perpetuity, by the Honourable Company, on which duty let my agent be present, and when occasion shall require, a force shall be supplied from my Sircar.

ARTICLE 4.

From the pergunnahs of Dundooka, Ranpore, and Gogo, etc., situated in the Honourable Company's talooka, and from the first period of becoming so they have been subject to a yearly jummabundee to my Sircar ; the same is therefore from that date and for ever, on the score of friendship, hereby annulled.

ARTICLE 5.

And whereas for the expenses of an Agency one lakh of corries shall yearly and for ever be paid, and in behalf thereof, Jaitpore (is ceded) as a residence, in which I have a share with the Balooches, besides my share also of the ten following villages belonging to this pergunnah, and whose respective products, according to the realisations made by me, are all and severally hereby and for ever made over ; do you therefore credit the same sum, *viz.*, yearly corries (as heretofore realised) 37,000 so ceded, and besides which, to make up the sum of corries one lakh, leaves a balance of sixty-three thousand (63,000) to be made good yearly

from the receipts of my moolookgeeree collections. The following are the ten Jaitpore villages, *viz.* :—

My share and the Balooches', both of Jaitpore—

Each ½ of Sumundey Alloo.

Do. ½ of Akaloo.

Do. ½ of Dadevever.

Do. ½ of Khiresroo.

Do. ½ of Sanklie.

Do. ½ of Mohunpore.

Do. ½ of Daridee.

Do. both of shares Balooches of Goondaloo.

Do. ½ of Sirdarpore.

Do. ½ of Peeplayoo.

ARTICLE 6.

And (whereas) Arabs hitherto employed are not to be employed again, but when the Jemadar Oomur was headstrong, at that time Jemadar Hyhcha did me great service, on which occasion I gave him my lasting assurance of employment; but at present as the subject has become matter of particular interest with the Sircar, the said Jemadar shall, in the course of twelve months, be dismissed, and should the Arabs, within the specified period, commit any fault, I hold myself responsible for the same.

ARTICLE 7.

And (whereas) the aforegoing engagements have been entered into with the (Company's) Sircar; let the same be duly acted up to, and to the end of giving due effect to these friendly relations, I have, as well as Captain Ballantine, rendered to each other reciprocal assurance and satisfaction.

Done in the year 1872, A.D. 1816 and 1817, Waishack Soodh, May 5th, or 4th of the month of Jemadi Sani Sun, 1231 Hegira.

SUNNUD from the NAWAB of JOONAGURH, ceding certain REVENUES to the HONOURABLE COMPANY.

In the 4th Article of the Agreement which I formerly executed in writing to government (dated the 2nd May 1816), the revenues (jummabundee) which I used annually to derive from Dundooka, Ranpore, and Gogo were given up in perpetuity to government, as a mark of friendship, from the date on which the Honourable Company exercised jurisdiction thereon, to which effect a written instrument was executed through the intervention of Captain Ballantine; but

as Dollerah was not specified therein, I have now, at the suggestion of the same officer, in compliance with the wishes of government, likewise ceded to government in a friendly manner the revenues accruing to me from the said village.

Dated the 12th of Choitro Vud, Sumwat 1872, corresponding with the 13th April 1817.

SEAL OF THE NAWAB.

No. XXVI.

AGREEMENT of the NAWAB of JUNAGARH for the COLLECTION of his REVENUES in KATHIAWAR,—1821.

To Shree Sircar Honourable Company Bahadoor writes Nawab Bahadoor Khan (of Joonagurh) that a right called Joretulubee (forced collection) leviable by moolookgeeree every year from Hallar, Kattywar (Proper), Gohelwar, and Jhalawar pertains to me. At the time Colonel Walker was carrying out the settlement of the province I passed a writing to government, agreeing that those States or talookas who might adjust the demand against them through government should be charged accordingly. I also hereby submit to government that I am desirous of having a settlement made of the Joretulubee, and the amount recovered every year from Sumwut 1878 (A.D. 1821-22) in perpetuity according to the government's wish, and that of the sum realized every year on account of the Joretulubee four annas per Rupee should be received by government as charges on account of horsemen, footmen, etc., and the remainder paid to me. I pass this agreement.

Dated Sumwut 1878, Maha Soodh 10th (1st February 1821).

No. XXVII.

ENGAGEMENT entered into on the 3rd January 1838 by the NAWAB of JOONAGURH for the SUPPRESSION of SUTTEE within his JURISDICTION.

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

SEAL OF THE NAWAB.

A similar Engagement was executed by the Sidi of Jafrabad.

No. XXVIII.

ADOPTION SUNNUD granted to the NAWAB of JOONAGURH,—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 fulfiment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

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

CANNING.

Dated the 11th March 1862.

No. XXIX.

AGREEMENT between HIS HIGHNESS MOHOBATKHAN, NAWAB of JUNAGAD, and MAJOR RICHARD HARTE KEATINGE, V.C., POLITICAL AGENT in KATHIAWAR, —1865.

1. His Highness willingly assigns to the officers of the Government of Bombay in perpetuity the half share of the village of Manekvada hitherto in possession of Babi Nizam Mahmadkhan, of kasba Ranpor, for the purpose of establishing a British station.

2. As this transfer will occasion loss to the Babi aforesaid a remission of two thousand rupees (Rs. 2,000 *) from the annual tribute payable by the State of Junagad to the British Government will be made in perpetuity to reimburse him.

3. The half share of Junagad in the village of Manekvada is made over in full sovereignty to the British Government. No person has any right of tenancy or cultivation in it, and no village servant, Pasaeta or Jivaidar, has any claim to land.

4. No right of grazing cattle or of making use of any Junagad land outside the limits of Manekvada is to be claimed by the British authorities.

5. It is understood by both parties that the establishment of this station is not to affect the civil or criminal jurisdiction of His Highness the Nawab in the adjoining villages; any matter of which the cause of action has occurred in the station is to be investigated by the officers of the Government, and cases that arise from transactions in the Nawab's villages are to be settled by the Junagad officials.

* Subsequent to the passing of this agreement a difference having been found in the measurement of the land ceded, His Highness the Nawab of Junagad agreed to receive Rs. 1,500, instead of Rs. 2,000, as the annual compensation or rent, as per Yad dated 26th July 1865.

6. Inhabitants of the Nawab's country, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which they are concerned in which the cause of action has arisen in Junagad limits.

7. Two sites of not less than 50 yards square are to be assigned to the Junagad authorities in favourable positions for the construction of houses and offices. They are to be given free of cost, and not subject to rent or land tax of any sort.

8. The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisition for the service of artizans in the neighbouring villages.

In time of necessity carriage must, however, be furnished by the Nawab's officers according to the same scale that may be demanded from other tributary States.

9. In case Government should at any time abandon the station, the land must be returned to the Junagad State, not to any other taluka, and the yearly remission of two thousand rupees (Rs. 2,000 *) must cease, but under such circumstances no claim is to be made for the value of the buildings constructed upon the land

(Signed in vernacular.)

Nawab of Junagad.

R. H. KEATINGE,
Political Agent.

RAJKOT;
The 29th May 1865.

No. XXX.

AGREEMENT entered into by the JOONAGURH DURBAR for the construction of a TELEGRAPH LINE,—1874.

Whereas the State of Joonagurh is desirous of having a line of telegraph constructed from Dhorajee to Joonagurh, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Sir Mohobat Khanjee, K.C.S.I., Nawab of Joonagurh :—

1. The British Government agrees to construct for the Joonagurh State a line of telegraph, consisting of one wire, to be carried on standards to be erected

* Subsequent to the passing of this agreement a difference having been found in the measurement of the land ceded, His Highness the Nawab of Junagad agreed to receive Rs. 1,500, instead of Rs. 2,000, as the annual compensation or rent, as per Yad dated 26th July 1865.

between Dhorajee and Joonagurh, at a cost of Rupees (14,000) fourteen thousand, more or less, and the State of Joonagurh agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Joonagurh Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhorajee and Joonagurh; but when the receipts of the office fall short of the cost of repairs maintenance, and working, the State of Joonagurh agrees to make good the deficiency; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Joonagurh.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Joonagurh State on terms and conditions to be agreed upon at the time between the Joonagurh State and the Government of India.

4. The line shall be called "The Joonagurh Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up the materials of which it is composed shall become the property of the Joonagurh State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Joonagurh, and the balance shall be adjusted without delay.

6. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line the provisions of the British Telegraph Act, VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to the lines of telegraph in British India. The British Government will undertake to furnish the Joonagurh State with accurate translation of such Acts, Rules, and Regulations.

8. The State of Joonagurh agrees that the Joonagurh Telegraph line shall be opened to the inspection and supervisio of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

W. W. ANDERSON, *Colonel,*
Political Agent, Kathiawar.

SIR MOHOBAT KHANJEE, K.C.S.I.,
Nawab Saheb of Joonagurh.

The 20th July 1874.

No. XXXI.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS THE NAWAB of JUNAGADH for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of HIS STATE,—1899.

Whereas His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

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

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

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, of the other, as follows, namely—

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

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indjan Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid

shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

RASUL KHANJI,
Nawab of Junagadh.
J. M. HUNTER, *Colonel,*
Political Agent, Kathiawar.

JUNAGADH;
The 23rd July 1899.

Approved and confirmed by the Government of India.

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

SIMLA;
The 7th May 1901.

No. XXXII.

DEED executed by HIS HIGHNESS the NAWAB of JUNAGADH ceding to the BRITISH GOVERNMENT full CRIMINAL and partial CIVIL JURISDICTION over the lands in the State occupied by the extension of the JUNAGADH STATE RAILWAY to VERAWAL-BANDAR,—1908.

I, the undersigned, Nawab of Junagadh in Kathiawar, hereby cede to the Government of India in the Political Department, all the criminal jurisdiction, save sovereignty rights, possessed by me in the portion of my territory which has been assigned and made over by me for the purposes of the extension o the Junagadh State Railway to Verawal-Bandar (including all lands occupied for stations, for out-buildings and for other railway purposes) to be exercised by the Government of India in the Political Department for so long as the land may be required for the railway and to be restored to me or my heirs and successors, when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

3. I, the undersigned, Nawab of Junagadh in Kathiawar, also agree that all suits of a civil nature brought against the extension of the Junagadh State Railway to Verawal-Bandar respecting the loss of or damage to goods or injury to person within the railway limits and cases of a civil nature arising out of the

and whereas for the purposes of the proper administration and management of the affairs of the said railway, it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the land lying within the Junagadh State territory, which are traversed by the railway should be ceded to the Government of India in the Political Department, the Administrator, on behalf of His Highness the minor Nawab Mahabat Khanji Rasul Khanji of Junagadh, his heirs and successors hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories which have been assigned and made over by him for the purposes of the Junagadh-Visawadar section to be exercised by the Government of India in the Political Department for so long as the land may be required for the railway and to be restored to the minor Nawab Mahabat Khanji or his heirs and successors, when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Junagadh State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

3. The Administrator also agrees that all suits of a civil nature brought against the Junagadh Visawadar section respecting the loss of or damage to goods or injury to person within the railway limits and cases of a civil nature, arising out of the application of the Railway Act over the said limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the railway in such suits and not the proprietary State of Junagadh, and that any decrees that may be passed shall be executed against the railway property and not against the proprietary State of Junagadh.

5. Provided also that all other civil jurisdiction within the limits of the said Junagadh-Visawadar section shall continue and be exercised as heretofore by the Junagadh State.

6. The Administrator distinctly wishes it to be understood that the cession of the jurisdiction hereby made is subject to the proviso that the cession above agreed to shall not be a bar to the Junagadh Darbar being held entitled to the benefits of any orders general or special, that may be passed by the Government of India with regard to railway jurisdiction in Native States similarly circumstanced.

L. ROBERTSON,
Administrator, Junagadh State.

ADMINISTRATOR'S OFFICE;
JUNAGADH;
The 31st August 1912.

No. XXXV.

AGREEMENT passed by HUGH DAVEY RENDALL, ESQ., I.C.S., ADMINISTRATOR, JUNAGADH STATE, hereinafter called the Administrator, which term shall include all persons hereafter duly appointed by the Government of Bombay to perform the duties of Administrator, on one part, and E. MACONACHIE, ESQ., C.S.I., I.C.S., Agent to the Governor in Kathiawar, representing the BRITISH GOVERNMENT, on the other, regarding the CESSION to the BRITISH GOVERNMENT of CRIMINAL and certain CIVIL JURISDICTION over the lands made over for the purposes of the VERAVAL-TALALA Section of the JUNAGADH STATE RAILWAY,—1918.

Whereas the Junagadh State has undertaken to construct a metre gauge railway from the Veraval Station of the Junagadh State Railway to Talala and whereas, for the purposes of the proper administration and management of the affairs of the said railway, it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within the Junagadh State territory, which are traversed by the Railway, should be ceded to the Government of India in the Political Department, the Administrator, on behalf of His Highness the minor Nawab Mahabatkhanji Rasulkhanji, of Junagadh, his heirs and successors hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories, which have been assigned and made over by him for the purposes of the Veraval-Talala Section to be exercised by the Government of India in the Political Department for so long as the land may be required for the railway and to be restored to the minor Nawab Mahabatkhanji or his heirs and successors, when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Junagadh State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

3. The Administrator also agrees that all suits of a civil nature brought against the Veraval-Talala section respecting the loss of or damage to goods or injury to person within the railway limits and cases of a civil nature arising out of the application of the Railway Act over the said limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State of Junagadh, and that any decrees that may be passed shall be executed against the Railway property and not against the proprietary State of Junagadh.

5. Provided also that all other civil jurisdiction within the limits of the said Veraval-Talala section shall continue and be exercised as heretofore by the Junagadh State.

6. The Administrator distinctly wishes it to be understood that the cession of the jurisdiction hereby made is subject to the proviso that the cession above

agreed to shall not be a bar to the Junagadh Darbar being held entitled to the benefits of any orders, general or special, that may be passed by the Government of India with regard to Railway jurisdiction in Native States similarly circumstanced.

H. D. RENDALL,
Administrator, Junagadh State.

ADMINISTRATOR'S OFFICE;
JUNAGADH;
The 12th February 1918.

No. XXXVI.

AGREEMENT passed by HIS HIGHNESS MAHABATKHANJI RASULKHANJI, NAWAB of JUNAGADH, on one part, and E. MACONACHIE, ESQ., C.S.I., I C.S, Agent to the Governor in Kathiawar, representing the BRITISH GOVERNMENT, on the other, regarding the CESSION to the BRITISH GOVERNMENT of CRIMINAL and certain CIVIL JURISDICTION over the lands made over for the purposes of the TALALA-JAMBUR Section of the JUNAGADH STATE RAILWAY,—1920.

Whereas the Nawab of Junagadh has undertaken to construct a metre gauge railway from the Talala station of the Junagadh State Railway to Jambur, and whereas for the purposes of the proper administration and management of the affairs of the said Railway, it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within His Highness' territory which are traversed by the railway should be ceded to the Government of India in the Political Department, His Highness the Nawab Mahabatkhanji Rasulkhanji of Junagadh, for himself, his heirs and successors, hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories, which have been assigned and made over by him for the purposes of the Talala-Jambur section to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to him or his heirs and successors when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of his State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

3. His Highness the Nawab Mahabatkhanji Rasulkhanji of Junagadh also agrees that all suits of a civil nature brought against the Talala-Jambur section respecting the loss of or damage to goods or injury to person within Railway limits and cases of a civil nature arising out of the application of the Railway Act over the said limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the Railway in such suits, and not the proprietary State of Junagadh, and that any decrees that may be passed shall be executed against the Railway property, and not against the proprietary State of Junagadh.

5. Provided also that all other civil jurisdiction within the limits of the said Talala-Jambur section shall continue and be exercised as heretofore by the Junagadh State.

6. His Highness the Nawab Mahabatkhanji Rasulkhanji of Junagadh distinctly wishes it to be understood that the cession of jurisdiction hereby made is subject to the proviso that the cession above agreed to shall not be a bar to the Junagadh Darbar being held entitled to the benefits of any orders, general or special, that may be passed by the Government of India with regard to Railway jurisdiction in Native States similarly circumstanced.

MAHABAT KHAN,
Nawab of Junagadh.

PALACE, JUNAGADH;
The 22nd April 1920.

No. XXXVII.

AGREEMENT passed by HIS HIGHNESS MAHABAT KHANJI RASULKHANJI, NAWAB of JUNAGADH, on one part, and LIEUTENANT-COLONEL W. M. P. WOOD, C.I.E., Agent to the Governor in Kathiawar, representing the BRITISH GOVERNMENT on the other, regarding the CESSION to the BRITISH GOVERNMENT of CRIMINAL and certain CIVIL JURISDICTION over the lands made over for the purposes of the JAMBUR-PRACHI ROAD SECTION of the JUNAGADH STATE RAILWAY,—1923.

Whereas the Nawab of Junagadh has undertaken to construct a metre gauge railway from the Jambur Station of the Junagadh State Railway to Prachi Road, and whereas for the purposes of the proper administration and management of the affairs of the said Railway, it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within His Highness' territory which are traversed by the Railway, should be ceded to the Government of India in the Political Department, His Highness the Nawab Mahabat Khanji Rasulkhanji of Junagadh, for himself, his heirs and successors, hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories which have been assigned and made over by him for the purpose of the Jambur-Prachi Road Section, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to him or his heirs and successors when the land is no longer needed for the above purposes.

ARTICLE 12.

The nuzzerana to His Highness Futteh Singh, amounting to Rupees 25,000, to be paid.

ARTICLE 13.

Fa'el Zamin of Bhat and Charun to be given to the satisfaction of government

ARTICLE 14.

One village to be given to Najee Jemadar in addition to his former one.

ARTICLE 15.

Any Baharwutias who may be in Nuggur to be sent to camp, where their business will be settled, never to be protected again.

ARTICLE 16.

All property stolen from the allied army in the Nuggur talooka to be restored.

ARTICLE 17.

A fine of one lakh to the Guikwar Government for being compelled to erect batteries against Nuggur.

SAHEE (signature of the Jam).

TRANSLATION of a DEED of FA'EL ZAMIN * executed by BHAROTE MEROO METTAH, INHABITANT of VEERUMGAUM, and RAMDASS NUTHOO, INHABITANT of JULSON, in the PETLAUD PERGUNNAH, to the SIRCAR of SHREEMUNT RAO SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, Falgoon Vud 2nd 1868, 29th February 1812.

We do of our own free will and pleasure become permanent Fa'el Zamin for Jam Jussajee, of Nowanuggur, as follows:—

ARTICLE 1.

He shall not enter into internal disputes, afford refuge to any Baharwutias Katty or Rajpoot; he shall not encourage quarrels or encroach upon others' boundaries, but shall permit them to remain as they may have been from ancient times. Should any of the Bayaud offer his land or village, he shall not accept of it; in any way he shall not offer any injury on account of former quarrels; he shall harbour no robbers, else he must do so with proper securities; no robberies are to be committed in the talookas or in the roads. Should any person, from

* Separate security was taken for nearly every article of the engagement of 23rd February 1812, but, with exception of the Fa'el Zamin, they were all temporary, and it has therefore been thought unnecessary to load this volume with them.

interested motives, offer his land or villages for sale, it is not to be purchased or sold without the previous permission of the Sircar.

ARTICLE 2.

He shall not write with any enemies of the Guikwar or Company's government.

ARTICLE 3.

He shall permit no robberies, attacks, or plundering parties in the mehals of the government of Shreemunt Punt Purdhan, the Guikwar and the Honourable Company. He shall allow of no injury being offered to merchants or travellers, to whom he is to give guides and escorts through his own districts. Any loss suffered by merchants, etc., shall be answered for by the village people in whose land it occurs, and the talookdar shall answer for the conduct of his villages or shall trace the robbers.

ARTICLE 4.

If he has possessed himself of any lands or village of an inferior zemindar it shall be released, and a just accommodation take place and the dispute cease.

ARTICLE 5.

In the year 1868 (1812), he engaged with the Sircar not to entertain more than 300 Arabs as foreign sebundy. Should he require more, he shall ask the permission of government, and if it is desired he is not to retain others.

These are upon our heads and we shall pay all Mohsuls.

The above is true.

BHAROTE MEROO MEETTAH
MUTTOO ×
BHAROTE RAMDASS NUTHOO
MUTTOO ×
} *their marks.*

TRANSLATION of a PERWANNAH from the SIRCAR of SHREE RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to JAM JESSAJEE of NOWANUGGUR TALOOKA.

You behaved in an unbecoming manner, which caused the Khas army and a large force on the part of the Honourable Company Bahadoor to enter your country. Every endeavour was made to effect an accommodation, but these having failed in order to keep you in remembrance (of the past), your jummabundee has been increased by one lakh of Rupees annually, inclusive of the produce of the port of Suryah, from the year 1869, A.D. 1813. Should, however, your future conduct be such as is approved of by the allied governments after a period of ten years, they may be induced to reduce in some proportion this increased demand.

Falgoon Soodh 14th, 1868 (26th February 1812).

(MORTUB SHOOD.)

TRANSLATION of a DEED executed by the SIRCAR of RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR in favour of JAM JESSAJEE of NOWANUGGUR.

The Sircar have taken the port of Suryah in the Nuggur talooka entire, and free from all other demands, in consequence of your unbecoming conduct. In this manner you have given it in writing.

No trouble will be offered to your talooka by the garrison of the Sircar in that post, such as orders, horsemen, footmen, mohsuls, travellers to and from, etc., except in the articles of grass and wood; our garrison will not listen to any complaint made by your ryots, and no trouble offered by the thannah. Our garrison will not protect any of your criminals.

Merchants belonging to Khumbalia carrying goods from Suryah to the former place shall pay you the usual taxes, and the same with respect to the Suryah merchants vending goods in Khumbalia.

Merchants of Suryah carrying goods from Suryah past the vicinity of Khumbalia will pay you the usual petty road taxes. Robbers, etc., of your talooka shall not trouble the Bunder or its merchants, nor shall the passage of goods through the country be in any way obstructed.

Should any merchants be robbed of property (which has paid Khumbalia road tax) in your territory, you shall cause restitution, and if the robbers belong to another district you shall point out the place to which they belong.

The Sircar may populate and otherwise increase the Bunder; no obstacle[8] are to be presented to this.

The Sircar affords cowl for what is written above, and the Bahaudary of Captain James Rivett-Carnac, Resident on the part of the Honourable Company, is attached.

Falgoon Soodh 14th (26th February 1812).

(MORTUB SHOOD.)

No. XXXIX.

RENEWED ENGAGEMENT against INFANTICIDE entered into by the JAM of NOWANUGGUR on the 25th February 1812.

ENGAGEMENT passed by JAM JESSAJEE of NOWANUGGUR to SHREEMUNT RAE SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, and the HONOURABLE EAST INDIA COMPANY BAHADOOR, dated Falgoon Soodh 13th, Sumwut 1868 (A.D. 25th February 1812).

From the commencement it was a custom in our Jhareja caste not to preserve the lives of daughters. On this both Governments, after expounding the Shaster on this subject, and pointing out to us the way of the Hindoo religion, stated that

it is written in the "Brumhu Vywurtuk Pooran" (a sacred work) that whoever commits this act his sin is great, equal to "Gurbhu Hutya" (killing an infant in the womb), and "Bramhu Hutya" (killing Brahmin), so that killing a child is equal to killing 100 Brahmins; but in this act two sins are committed, *viz.*, that of killing woman and child. The punishment written for this sin is that the person who commits it will remain in "Ruvruwadik Kuth Soothul Nurk" (name of a particular place in hell) for as many years as there are hairs on the person of the said woman, after which, when he is born again, he would become a "Koreea" (leprous), and be subject to "Puksh Ghat" (paralytic stroke). Both Governments said this to us according to the Shaster, in which, the year Sumwut 1864 (A.D. 1808), I, my brothers, nephews, etc., all the Jharejas of my talooka, passed a writing to the Sircar, binding ourselves not to kill daughters. To enquire about this a person lately came to us from the Sircar, and we wrote a reply and sent with him. The Sircar again, in the year Sumwut 1868 (A.D. 1812), required me to pass this agreement; and I do hereby state that out of deference to the Hindoo religion, I and my posterity, *viz.*, sons and grandsons, and my brothers and nephews, and all, bind ourselves in perpetuity that henceforward we shall not do this act; if we do, we shall be considered offenders against the Sircar. If in future any one of our caste people commits this act, and if it shall come to our knowledge, we shall, after expelling him out of caste, make him answer for his sin, and according to the will of the Sircar. Perpetual securities, given for the fulfilment of the above writing, are Bharote Meroo Mehta of Veerumgaum, and Bharote Ramdass Nuthoo of Julsum who shall be answerable for it. This is a true writing.

Dated Sumwut 1868, Falgoon Soodh 13th, corresponding with the 25th February A.D. 1812.

JAM SHREE JESSAJEE.

We, Bharote Meroo Metha of Veerumgaum, and Bharote Ramdass Nuthoo of Julsum, pergunnah Petlaud, do hereby state that we shall abide, and cause them to abide also, by the above writing, and we ourselves shall be answerable for it.

Mark of BHAROTE MEROO MEHTA.

Mark of BHAROTE RAMDASS NUTHOO.

No. XL.

ADOPTION SANAD granted to the JAM of NOWANUGGUR,—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 to the customs of your race will be recognised 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.

CANNING.

FORT WILLIAM,
The 11th March 1862.

A similar Sanad was granted to Bhavnagar.

No. XLI.

AGREEMENT with the STATE of NAVANAGAR for the construction of a LINE of TELEGRAPH from NAVANAGAR to RAJKOT,—1885.

Whereas the State of Navanagar is desirous of having a line of telegraph constructed from Navanagar to Rajkot to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Mr. Liladhar Keshowji Vakil, duly empowered by the Government of the Navanagar State on that behalf:—

1. The British Government agrees to construct for the Navanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Navanagar and Rajkot at a cost of Rupees forty-one thousand seven hundred and fifty, more or less, and the Navanagar State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Navanagar Branch Telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Navanagar State on terms and conditions to be agreed upon at the time between the Navanagar State and the Government of India.

4. The Navanagar Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the

British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Navanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Navanagar shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Navanagar and Rajkot. These rates may be changed at any time hereafter after a year's notice has been given to the Navanagar State.

6. The entire receipts at the Telegraph office at Navanagar and at any other office opened on the Navanagar Branch Telegraph line shall be credited annually to the Navanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Navanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Navanagar State; if the cost exceeds the receipts the difference shall be paid by the Navanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on inland messages and the Indian share of foreign messages despatched from the office aforesaid.

7. The accounts of the Navanagar Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Navanagar, and the charges and balance shall be adjusted without delay.

8. The Navanagar State shall provide free of rent such accommodation for the offices that may be opened on the Navanagar Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Navanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Navanagar agrees that the Navanagar Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(VERNACULAR SIGNATURE.)

EDWARD W. WEST, *Lieut.-Col.*,

Political Agent.

No. XLII.

AGREEMENT passed by HIS HIGHNESS JAM SHRI VIBHAJI of NAVANAGAR to LIEUTENANT-COLONEL WODEHOUSE, ACTING POLITICAL AGENT in KATHIAWAR, representing the BRITISH GOVERNMENT, for the abolition of CUSTOMS DUTIES on vessels of the PORBANDAR STATE touching at ports in the NAVANAGAR STATE but not discharging cargo,—1886.

Whereas the State of Navanagar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Porbandar touching at the said ports but not discharging cargo, and whereas such levy now appears to His Highness Jam Shri Vibhaji obnoxious to trade, His Highness agrees as under :—

His Highness Jam Shri Vibhaji Ranmalji, K.C.S.I., of Navanagar, in consideration of a corresponding agreement made by the State of Porbandar, hereby agrees, for himself, his heirs and successors, so long as the corresponding agreement be observed, not to levy any customs duties upon vessels of the Porbandar State which may touch without discharging cargo at any of the ports in his State.

RAJKOT, (Signed in vernacular.)
The 5th December 1886.

RAJKOT, C. WODEHOUSE, *Colonel*,
The 5th November 1887. *Political Agent, Kathiawar.*

No. XLIII.

AGREEMENT with the STATE of NAWANAGAR for the construction of a LINE of TELEGRAPH from DHROL to JODIYA,—1890.

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from Dhrol to Jodiya to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by the Halar Prant Vakil duly empowered by the Government of the Nawanagar State on that behalf :—

1. The British Government agrees to construct for the Nawanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Dhrol and Jodiya at a cost of Rupees six thousand eight hundred, more or less, and the State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Jodiya Branch Telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

4. The Jodiya Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance, a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Dhrol and Jodiya. These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State.

6. The entire receipts at the Telegraph Office at Jodiya and at any other office opened on the Jodiya Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Nawanagar State; if the cost exceeds the receipts the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

7. The accounts of the Jodiya Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay.

8. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Jodiya Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Nawanagar agrees that the Jodiya Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

E. C. K. OLLIVANT,
Political Agent, Kathiawar.

CAMP MULI,
17th December 1890.

(VERNACULAR SIGNATURE.)

No. XLIV.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUCTION of a LINE of TELEGRAPH from a point on the RAJKOT-NAWANAGAR LINE to PARDHARI,—1892.

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from a point on the Rajkot-Nawanagar line to Pardhari to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by Vakil Liladhar Keshavji duly empowered by the Government of the Nawanagar State on that behalf:—

I. The British Government agrees to construct for the Nawanagar State a line of Telegraph consisting of one wire to be carried on suitable supports to be erected between a point on the Rajkot-Nawanagar line and Pardhari at a cost of Rupees Five hundred for line apparatus and plant, more or less, and the Nawanagar State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line apparatus and plant.

II. The line so constructed shall be called the Pardhari Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

IV. The Pardhari Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the Officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

V. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per

cent. per annum on the capital expenditure incurred on the line and 20 per cent. on the cost of the apparatus and plant and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between a point on the Rajkot-Nawanagar line and Pardhari. These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State.

VI. The entire receipts at the Telegraph Office at Pardhari and at any other office on the Pardhari Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said office to the amount of Rupees four hundred and sixty shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Nawanagar State; if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Pardhari Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar and the charges and balance shall be adjusted without delay.

VIII. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Pardhari Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Nawanagar agrees to apply to the Pardhari Branch Telegraph line the provisions of the British Telegraph Act XIII of 1885 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

X. The State of Nawanagar agrees to apply to the Pardhari Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of Telegraph in British India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Nawanagar agrees that the Pardhari Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(In vernacular) LILADHAR KESHAVJI
on behalf of Nawanagar.

E. C. K. OLLIVANT,
Political Agent, Kathiawar.

RAJKOT,
18th July 1892.

No. XLV.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the JAM of NAVANAGAR for the INTRODUCTION of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS OF HIS STATE,—1899.

Whereas His Highness the Jam Sahib of Navanagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

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

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

It is hereby agreed between the Governor-General of India of the one part and His Highness the Jam Sahib of Navanagar, through Colonel W. P. Kennedy, at present Administrator of the State, of the other, as follows, namely—

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

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's Forces, the said His Highness the Jam Sahib of Navanagar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial

Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

DATED JAMNAGAR;
The 26th July 1899.

W. P. KENNEDY, *Lieut.-Col.*,
Administrator, Navanagar State.

J. M. HUNTER, *Colonel*,
Political Agent, Kathiawar.

Approved and confirmed by the Government of India.

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

SIMLA;
The 7th May 1901.

No. XLVI.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUCTION of a LINE of TELEGRAPH from a point on the LINE from DHROL to JODIYA to BALAMBHA,—1905.

Whereas the State of Nawanagar is desirous of having a line of Telegraph constructed from a point on the line from Dhrol to Jodiya to Balambha to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Director-General of Telegraphs on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by the Nawanagar State Vakil duly empowered by the Government of the Nawanagar State on that behalf:—

I. The British Government agrees to construct for the Nawanagar State a line of Telegraph consisting of two wires to be carried on suitable supports to be erected between a point on the line from Dhrol to Jodiya and Balambha at a cost of Rs. 4,600 (four thousand and six hundred), more or less, and the State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the lines.

II. The line so constructed shall be called the Balambha Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

IV. The Balambha Branch Telegraph extension shall be kept in efficient repair managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into Government Telegraph Store and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

V. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of Telegraph between the point on the section of the line from Dhrol to Jodiya and Balambha. These rates may be changed at any time hereafter, after a year's notice has been given to the Nawanagar State.

VI. The entire receipts at the Telegraph Office at Balambha and at any other office opened on the Balambha Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Nawanagar State; if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Balambha Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay.

VIII. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Balambha Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

X. The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Nawanagar agrees that the Balambha Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Illegible.

for *Director-General of Telegraphs*

SHIVLAL P. GOSALIA,
for *Nawanagar State.*

GOVERNMENT TELEGRAPH DEPARTMENT,
DIVISIONAL SUPERINTENDENT, GUZERAT.
26th December 1905.

No. XLVII.

SANAD granted to LIEUTENANT-COLONEL HIS HIGHNESS JAM SHRI SIR RANJITSINHJI VIBHAJI, K.C.S.I., JAM SAHEB of NAWANAGAR, in BOMBAY,—1918.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction for your services in connection with the war.

CHELMSFORD,
Viceroy and Governor-General of India.

DELHI,
The 1st January 1918.

No. XLVIII.

DEED executed by HIS HIGHNESS THE MAHARAJA JAMSAHEB OF NAWANAGAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the JAMNAGAR-KURANGA Section of the JAMNAGAR-DWARKA RAILWAY,—1922.

I, Jam Shri Sir Ranjit Sinhji Saheb Bahadur, G.B.E., K.C.S.I., Maharaja Jamsaheb of Nawanagar State, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Nawanagar State in the portions of Nawanagar territories which have been assigned and made over for the purpose of the Jamnagar-Kuranga Section of the Jamnagar-Dwarka Railway to be exercised by the Government of India in the Political Department so long as the land may be required for the Railway and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Nawanagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

RANJIT SINHJI,
Maharaja Jamsaheb of Nawanagar.

STAINES;
The 11th December 1922.

No. XLIX

DEED executed by HIS HIGHNESS THE MAHARAJA JAMSAHEB OF NAWANAGAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the JAMNAGAR-KURANGA Section of the JAMNAGAR-DWARKA RAILWAY,—1922.

I, Jam Shri Sir Ranjit Sinhji Saheb Bahadur, G.B.E., K C.S.I., Maharaja Jamsaheb of Nawanagar State in Kathiawar, hereby agree that all suits of a civil nature brought against the Jamnagar-Kuranga Section of the Jamnagar-Dwarka Railway respecting the loss of, or damage to, goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Nawanagar territory shall continue to be exercised as heretofore by the Nawanagar State.

RANJIT SINHJI,

STAINES ; *Maharaja Jamsaheb of Nawanagar State.*

The 11th December 1922.

No. L.

TRANSLATION of a WRITING passed on the 31st January 1773 between DEWJEE RESIL and WAGJEE DESSY in behalf of RAWUL BREK SING, RAJAH of BHOWNUGGUR, to WILLIAM ANDREW PRICE, ESQ., CHIEF for AFFAIRS of the BRITISH NATION, and GOVERNOR of the MOGHUL'S CASTLE and FLEET at SURAT.

The Nawab Momin Khan, of Cambay, having been at Baroach, and fully empowered William Andrew Price, Esq., to treat with the Rajah of Bhownuggur for the surrender of the fort of Toolajee to him, we, Dewjee Resil and Wagjee Dessy, being sent by the same Rajah, fully empowered by him to enter into an agreement for the said fort, have by this writing settled that it shall be delivered to the Rajah for the sum of Rupees seventy-five thousand, which the said William Andrew Price, on the part of the Nawab, agrees to, and which we, the said Dewjee Resil and Wagjee Dessy, also agree to : and whereas the Nawab, having made good to the Honourable English East India Company the sum of Rupees twenty-five thousand in part payment of the said fort, we, the said Dewjee Resil and Wagjee Dessy, on the part of the said Rajah, agree that at the expiration of one month after delivery of the fort to the Rajah, with the same guns and stores as the Nawab

received from the English, to make good to him the sum of Rupees twenty-five thousand; and with respect to the balance of Rupees fifty thousand due to the Honourable Company, we agree to make it good in annual payment of Rupees fifteen thousand until the whole is discharged. In this there is not to be any difference.

Dated in Baroach, the 7th Zelimdah, in the year of the Hegira 1186 or the 31st January 1773.

DEWJEE RESIL.
WAGJEE DESSY.

We confirm the above.

DANIEL DRAPER.
JOHN WATSON.
ROBERT GARDEN.
BRUCE FLETCHER.
WILLIAM SHAW.
ROBERT GORDON.
BENJAMIN LEWIS.
WILLIAM TAYLER.

No. LI.

DEED passed on the 8th November 1808 to MAJOR ALEXANDER WALKER, RESIDENT at BARODA, on behalf of the HONOURABLE COMPANY, by RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUJE SING, namely—

A bond executed to the Sircar of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, by which, through the medium and on the security of Bharote Umar Jugrope, we became bound to make good the yearly dues of our talook, amounting to Rupees 74,500 (khurajaat inclusive), at Baroda for the period of ten years, and by a separate agreement from us, we also engaged for the perpetual payment of the same.

Now the said revenue of Rupees 74,500 being transferred from the Sircar of Anund Rao Guikwar to the Honourable Company, I do hereby bind myself, and my heirs and successors from generation to generation, to make good to them or their assignees, in each year, as follows:—

1 Kist	Magsur	24,834
1 Do.	Pous	24,833
1 Do.	Magh	24,833
	Rupees .	74,500

The said instalments being to be paid in the currency of Surat.

This engagement is renewable at the expiration of ten years from the year 1865 (1808-09) inclusive; and according to the terms of this engagement I do promise to abide for myself, my heirs and successors, so long as my present possessions may remain with me; the said Rupees 74,500 being in full of all moolookgeeree demands whatever on my talook, either from the Peishwa's or Guikwar's government; and in case I do not pay at the stated periods of instalments, I do promise to pay at a rate of interest 1 per cent. per month.

Dated Sumwut 1865, 5th Kartick Vud, or A.D. 8th November 1808.

The above is truth.

RAWAL WUKHUT SING.

PERWANNAH from MAJOR ALEXANDER WALKER, in behalf of the HONOURABLE COMPANY, to RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUJE SING, to wit, dated 8th November 1808.

Having, under date the 2nd Kartick Soodh 1864 (1st November 1807) executed an agreement to the Sircar, binding yourself to pay to the Honourable Company the annual amount of your jummabundee and Khurajaat, and which engagement is renewable in ten years from 1865 inclusive, therefore, pursue the cultivation of your district with confidence, and pay your jummabundee and Khurajaat according to your bond, as the kists become due; being for the following districts :—

1. Oomrala Loleeana.
2. Talooka Muhwa and Bhauvur.
3. ,, Dehore.
4. ,, Talaja, etc.
5. Talookas Julalpore, Marva, Dhusa, Lathia.
6. Talooka Ajmer.
7. ,, Wagnuggur.
8. Mouza Nily Gudrun, Ashodur, Sheldy Amba, etc., belonging to Kharapat.
9. Talookas Gudhura and Bhimrad.
10. Mouza Rajoolla.
11. Talookas Sanbur and Koondala.
12. Talooka Gondaloo.

Should in any year any real distress occur, in that year the Sircar will consider the same. You have afforded perpetual Fa'el Zamin, according to which perform your engagement, and be assured of receiving on all just cases the protection of government.

Neither the Peishwa's or Guikwar government will afford any molestation in respect to the above jummabundee, and should they so do, the Company will answer the same.

A. WALKER,
Resident.

Dated 8th November 1808.

No. LII.

AGREEMENT, dated the 8th September 1840, between the HONOURABLE EAST INDIA COMPANY and the THAKOOR of BHOWNUGGUR, RAWUL WUJESINGJEE WUKHUT SINGJEE, having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the GOVERNMENT of BOMBAY, one part with the THAKOOR, and one in the office of the COLLECTOR of AHMEDABAD, *viz.* :—

ARTICLE 1.

The Thakoor, for and in consideration of the sum of Company's Rupees (4,000) four thousand being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea customs at Gogo He also agrees to relinquish all claims to any duties under the name of "Abkaree" on tobacco or any other goods in that Cusba. He further agrees to relinquish all claims to the Huk termed "Dullalee" and "Tojee Veera," together with the Huk "Bham Veera" in the said Cusba. The Thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any Huk, Lawazums, Duty, etc., in Gogo Cusba, either from the East India Company or the East India Company's subjects, or to any arrears, on account of the above items, antecedent to the 1st December 1836.

ARTICLE 2.

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

Under the above two Articles of Agreement, the East India Company consents to pay the Thakoor annually, commencing from the 1st December 1836, the sum of Company's Rupees (6,793-6-5) six thousand seven hundred and ninety-three six annas and five pies.

In witness whereof we hereunto set our hands and seals, John Hinde Pelly, Collector of Continental Customs and Excise, in behalf of the East India Company, on the one part, and the Thakoor Rawul Wujesingjee on the other part, this eighth day of September, in the year of Our Lord one thousand eight hundred and forty

corresponding with Sumwut one thousand eight hundred and ninety-six, Bhadurwa Socdh twelfth.

J. H. PELLY,
Collector of Continental Customs and Excise.

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

No. LIII.

SETTLEMENT framed according to RESOLUTIONS of the BOMBAY GOVERNMENT, Nos. 3826 and 3829, dated 23rd October 1860.

The following agreement between Her Majesty's Government and the Thakoor of Bhownuggur, Juswuntsingjee Bhowsingjee, having been concluded, has been made out and signed in three parts, of which one part will be deposited with Her Majesty's Government of Bombay, one part with the Thakoor, and one part in the office of the Collector of Ahmedabad :—

ARTICLE 1.

The Thakoor agrees that the lease of the villages of his talooka in the districts of Dundooka, Ranpore, and Gogo, which was executed in A.D. 1848, shall be cancelled from and after May 1st, 1861. Instead thereof the Thakoor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed jumma of Rupees 52,000 yearly for ever. This sum shall not be in any way affected by the result of any action or other process b ought by any party against the Thakoor's right of possession in any part of the said talooka, nor shall the said estates, excepting Bhownuggur, with Wudwa, Sehore and the ten villages thereof about to be attached to Kattywar, be exempted, on account of this payment, from any other general taxation not coming under the head of land tax or rental which Government may impose on their districts under the regulations.

ARTICLE 2.

The whole of the Thakoor's claims upon government have been computed up to May 1st, 1861, to amount to Rupees 12,21,041-13-7. To this the Thakoor agrees. There is due from the Thakoor in revenue to government Rupees 12,71,062-11-0. This the Thakoor admits. The balance, Rupees 50,020-13-5, the Thakoor agrees to pay into the Treasury before May 1st, 1861. Except the annual sum of Rupees 6,890-2-2, compensation fixed in A.D. 1840 for the Thakoor's rights in Gogo and for his mint, no yearly or any other sum of compensation will remain due by government to the Thakoor after that date. From and after November 1860, the Thakoor agrees to pay up his Kattywar tribute yearly in full according to settlement.

ARTICLE 3.

The Thakoor agrees to the following, instead of the rules heretofore followed, in collecting customs in the port of Bhownuggur :—

1. Government shall collect port dues at the same rates as in British ports and after deducting expenses shall hand the proceeds to the Thakoor.

2. Government shall collect customs on trade to and from other than British ports on the continent of India at the same rates as may be from time to time imposed by the British Government in their own ports. After deducting the necessary expenses, three-fifths shall be the share of the Thakoor and two-fifths the share of government.

3. The tariff in use in British ports shall be adopted instead of that now in use.

4. Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore.

ARTICLE 4.

The Thakoor agrees to pay monthly into the Bhownuggur custom house the sum of Rupees 35 to cover the expense incurred by government in consequence of the opening of the port of Soondrye.

ARTICLE 5.

In consideration of the present settlement, the Thakoor agrees to abandon entirely his claims on the following subjects :—

1. To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr. Rogers, in A. D. 1854.

2. To the restoration of the villages Khurur, Jhinjhur, and Cher, or to a deduction from the Joonagurh Zoretulubee if they are not restored.

3. To compensation for the loss caused by the closing of the harbour of Soondrye in A. D. 1808.

4. To a share in the customs and land revenue of Dhollerah.

5. To a certain cess and a share in the land revenue of Bhowliaree.

ARTICLE 6.

Government having consented to acknowledge the Thakoor's claim to a half share in the village of Pauvee in Dundooka, if on investigation it appears that his right to it was not derived from the deceased Talookdar, a Kusbatee, the Thakoor agrees to accept a decision made on that understanding.

ARTICLE 7.

Upon the above conditions Her Majesty's government agree as follows :—

Government concede as a favour, and not as a right, the transfer of Bhownuggur itself, with Wudwa, Sehore, and ten subordinate villages, from the district of Gogo, subject to the regulations, to the Kattywar Political Agency.

Government will not lay claim to the enam villages subordinate to Wurtej.

Government will not enforce their rights in the ports of Mowa and Wagnuggur.

ARTICLE 8.

Government have agreed to cancel the above quoted lease executed in A. D. 1840. It is therefore cancelled from May 1st, 1860, and government agree as a favour to take in future the yearly sum of Rupees 52,000 as the jumma of all the villages specified in the said lease. This sum shall not be liable to increase.

ARTICLE 9.

1. Government agree to admit Bhownuggur to the full benefits of a British port so far as the Thakoor may desire.

2. On condition that the Thakoor abandons his claim to compensation for the sayer duties abolished in his talooka villages, government agree to abandon their present share in the customs, and will take only two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the continent of India.

3. Government will collect the said customs according to the laws and tariff from time to time in force for British ports, and hand to the Thakoor three-fifths of the proceeds, after deducting the necessary expenses.

4. Government will collect port dues at the same rates as in British ports, and deducting expenses, will hand over the whole proceeds to the Thakoor.

5. Government will not interfere in any way with such customs as the Thakoor chooses to levy on trade to and from British ports on the continent of India.

6. Government agree that the Thakoor shall enjoy a remission of customs on his private trade to the amount of Rupees 1,000 yearly according to the British tariff.

ARTICLE 10.

Government agree that the Thakoor shall open the port of Soondrye as a foreign port for the export of all articles the produce or manufacture of the continent of India, and for the import of such articles only as shall have been duly exported from a British port in the continent of India, except only that there shall be no traffic in spirits, salt, and opium.

ARTICLE 11.

Government will admit the Thakoor's claims to a half share in the village of Pauvee in Dundooka, if it appears on investigation that the right of the Thakoor is not derived from the Kusbatee Talookdar of the other half.

In witness whereof we hereunto set our hands and seals this 22nd day of December eighteen hundred and sixty, Sumwut nineteen hundred and seventeen, Margsur Soodh 10th.

GEORGE CLERK.

JUSWUNTSINGJEE BHOWSINGJEE.

No. LIV.

SETTLEMENT of 1866 revising the AGREEMENT of the 22nd December 1860.

Whereas it has been found convenient to modify certain clauses of the agreement ratified on the 22nd December 1860 between the British Government and the Thakor of Bhavnagar, the following fresh agreement has been executed in two parts, of which one part will be deposited with the Government of Bombay and one part with the Thakor of Bhavnagar :—

1. The Thakor agrees that the lease of the villages of his Taluka in the districts of Dhunduka, Ranpur and Gogo, which was executed in A. D. 1840, shall be cancelled from and after May 1st, 1861. Instead thereof the Thakor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed *jama* of Rs. 52,000 for ever into the Treasury of the Kathiawar Political Agency. This sum shall on no account be diminished.

2. The whole of the Thakor's claims upon Government have been computed up to May 1st, 1861, to amount of Rs. 12,21,041-13-7. To this the Thakor agrees. There was due from the Thakor in revenue to Government Rs. 12,71,062-11-0. This the Thakor admits. The balance Rs. 50,020-13-5 the Thakor has paid into the Gogo Treasury. The Thakor now surrenders his claim to compensation for sayer duties and income-tax which has accrued since May 1st, 1861, up to the date of this agreement.

3. I.—The Thakor agrees to give up from the date of this agreement the yearly compensation for his mint and rights in the customs of Gogo Rs. 6,890-2-2 in return for the concessions made by Government in clauses 10 and 11 (2) of this agreement.

II.—The Thakor agrees to repay the sum credited to him on account of compensation for Bhavnagar City town duties since May 1st, 1861. The amount is Rs. 2,08,942, which the Thakor agrees to repay by five equal yearly instalments, commencing on the 1st of March 1866.

4. The Thakor agrees to the following instead of the rules heretofore followed in collecting customs in the port of Bhavnagar.

I.—The Thakor will collect port dues at rates not lower than those in force in British ports.

II.—The Thakor will collect customs on trade to and from other than British ports on the Continent of India at rates not lower than those which may be from time to time imposed by the British Government in their own ports.

III.—The tariff in use in British ports shall be adopted in the collection of the said customs.

IV.—Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore.

5. The Thakor agrees to pay monthly into the Gogo custom-house the sum of Rs. 35 to cover the expense incurred by Government in consequence of the opening of the port of Sundrye.

6. In consideration of the present settlement the Thakor agrees to abandon entirely his claims on the following subjects :—

I.—To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr. Rogers, in A. D. 1854.

II.—To the restoration of the villages Khurur, Jhinjhur and Chur, or to a deduction from the Joonaghur Zortulabee if they are not restored.

III.—To compensation for the loss caused by the closing of the harbour of Sundrye in A. D. 1808.

IV.—To a share in the customs and land revenue of Dholera.

V.—To a certain cess and a share in the land revenue of Bowliaree.

7. Government having consented to acknowledge the Thakor's claim to a half share in the village of Panvee in Dhunduka, if, on investigation, it appear that his right to it was not derived from the deceased Talukdar, a Kusbati, the Thakor agrees to accept a decision made on that understanding.

8. Upon the above conditions Her Majesty's Government agree as follows :—

I.—Government concede as a favour, and not as a right, the transfer of all the villages of the Thakor's Talukas in the Parganas of Gogo, Dhunduka and Ranpur as set forth in the list appended to this agreement from the jurisdiction of the Laws and Acts of Government to the Kathiawar Political Agency on the same conditions as to jurisdiction as the villages now under the Thakor's jurisdiction in Kathiawar.

II.—In case the Government shall convict the present or any future Thakor of gross misconduct the villages set forth in the above list shall revert to the laws and jurisdiction of Government.

III.—In case any Mulgirassia shall raise a claim about any village set forth in the said list, as being held on mortgage, the claim shall be heard according to the rules of the Kathiawar Political Agency, and the Thakor shall submit himself to the final decision of Government upon it.

IV.—Government will not lay claim to the inam villages subordinate to Wurtej.

V.—Government will not enforce their rights in the ports of Mhowa and Waghnuggur.

9. Government have agreed to cancel the abovequoted lease executed in A. D. 1840. It is, therefore, cancelled from May 1st, 1861, and Government agree to take in future the yearly sum of Rs. 52,000 as the jama of all the villages specified in the said lease. This sum shall not be liable to increase.

10. In consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mint and rights in the customs of Gogo Rs. 6,890-2-2, Government will from the date of this agreement consider the jama of the four villages, Oteria, Sandhera, Nagulpur and Malpur which is settled separately from the jama of the other villages, to be included in the above fixed yearly sum of Rs. 52,000 and will not collect the separate yearly jama of

Rs. 2,200 hitherto collected on account of these four villages, but will accept the above sum of Rs. 52,000 as the sole and entire jama of all the villages set forth in the list appended to this agreement, and this sum shall not be increased.

11. I.— Government agree to admit Bhavnagar to the full benefits of a British port, so far as the Thakor may desire.

II.—On condition that the Thakor abandoned this claim to compensation for the sayer duties abolished in his Talukdari villages, Government by the agreement of December 22nd, 1860, abandoned their share in the Bhavnagar customs, except two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the Continent of India, Government now in consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mint and share in the customs of Gogo, Rs. 6,890-2-2, further agree to give up their share of two-fifths of the net customs levied at the Port of Bhavnagar on trade to and from other than British ports on the Continent of India. From the date of this agreement Government reserve no share in the customs of the Port of Bhavnagar.

III.—Government will not interfere in any way with such customs as the Thakor chooses to levy on trade to and from British ports on the Continent of India.

12. Government agree that the Thakor shall open the Port of Sundrye as a foreign port for the export of all articles, the produce or manufacture of the Continent of India and for the import of such articles only as shall have been duly exported from a British port on the Continent of India except only that there shall be no traffic in spirits, salt, or opium.

13. Government will admit the Thakor's claims to a half share of the village of Panvee in Dhandhuka, if it appears on investigation that the right of the Thakor is not derived from the Kusbati Talukdar of the other half.

In witness whereof we hereunto set our hands and seals this 25th day of April A. D., eighteen hundred and sixty-six Samvat nineteen hundred and twenty-two, Vaeshak Sud 11.

H. B. E. FRERE.

F. S. CHAPMAN,
Chief Secretary.

RAWUL SHREE JESWUNTSUNGJEE BHOWSUNGJEE.

LIST OF VILLAGES.

REFERRED TO IN THE 8TH CLAUSE OF THIS AGREEMENT.

Bhavnagar Taluka.

Bhavnagar	Tursumia.	Surka.
Wudwa.	Juspura.	Turuk Palri.
Ruha.	Phulsur.	Nari.
Ukwara.	Kurmudiu.	Budhel.
Udhewara.		

Malunka.	Bhundariu.	Thulsur.	
Bhutesur.	Churi.	Lakhunka.	
Bhumli.	Sankrasur.	Sultanpur.	
Rutunpur Juna.	Bhadoli.	Wavri.	
Rutunpur Nuwa.	Nagdhuniba.	Rampura.	
Koliak.	Hathub.	Bhenswuri.	Waste.
Kobri.	Khudsuliu.	Jhanjra.	Waste.
Bhuri.	Bhudbhudiu.		
	Alapur.		

Sehore Taluka.

Sehore.	Rutunpur, near Tana.	Rajpura.	
Oosrud.	Wudiu.	Khakhriu.	
Ugiali.	Wulawud.	Kurdej.	
Tana.	Megwudur.	Surka.	
Bordi.	Ghangli.	Jambalu.	
Kajawudur.	Nesra.	Kuchotiu.	Waste.
		Chirora.	Waste.

New villages.

Gundi.	Bupara.	Deorgana.
Mandwa.	Panchpipla.	Thordi.
Sosia.	Rajpura.	Khudurpur Mitivirdi.
Paniali.	Pethulpur.	
Trapuj.	Khanturi.	

Inam villages.

Wurtej.	Phuriadku.	Kalvi, waste.
Sidhsur.	Sodwudra.	
Sampura.	Sedhawadur.	

DHANDHUKA PARGANA.

Patna Taluka.

Patna.	Rutunwow.	Sumundeala, 1.
Bhurbhir.	Keria.	Kariani.
Chukumpur.	Jumrala.	Lathidur.
Surwui.	Oojulwow.	Welawudur.
Jhinjhawudur.	Jotingra.	Wirdi or Rajghur.
Patti.	Shirthuli.	Sujeli.
Keria, near Patti.	Dhikwali.	Oteria.
Bhambun.	Wujeli.	Sandhera.
Sumundeala, 2.	Lundra.	Nagulpur.
Tajpur.	Dantretia.	Malpur.
Kanutulao.		

RANPUR PARGANA.

Botad Taluka.

Botad.	Danknia.	Kaniad.
Hurdur.	Khankhoi.	Rajpura.
Sirwaniu.	Turkha.	Juria.

No. LV.

AGREEMENT entered into by the BHOWNUGGUR DURBAR for the CONSTRUCTION and MAINTENANCE of TELEGRAPH LINES between DHOLLERAH and BHOWNUGGUR,—1874.

Whereas the State of Bhownuggur is desirous of having a line of telegraph constructed from Dhollerah to Bhownuggur to be worked in connection with the British lines of telegraph, the following terms are agreed upon by James Braithwaite Peile, Esquire, Acting Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Edward Hope Percival, Esquire, and Gowrishunkur Udeyshunkur, Esquire, Joint Administrators of the Bhownuggur State, on the part of the Bhownuggur State, duly empowered by the Administration of Bhownuggur on that behalf :—

1. The British Government agrees to construct for the Bhownuggur State a line of telegraph consisting of one wire to be carried on standards to be erected between Dhollerah and Bhownuggur at a cost of Rupees (21,000) twenty-one thousand, more or less, and the State of Bhownuggur agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Bhownuggur Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhollerah and Bhownuggur, but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Bhownuggur agrees to make good the deficiency ; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Bhownuggur.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Bhownuggur State on terms and conditions to be agreed upon at the time between the Bhownuggur State and the Government of India.

4. The line shall be called "The Bhownuggur Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Bhownuggur State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Bhownuggur, and the balance shall be adjusted without delay.

6. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to telegraphs.

7. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line any Rules or Regulations that are now or may hereafter be made applicable

to lines of telegraph in British India. The British Government will undertake to furnish the Bhownuggur State with accurate translations of such Acts, Rules, and Regulations.

8. The State of Bhownuggur agrees that the Bhownuggur Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

J. B. PEILE,
Acting Political Agent, Kattywar.

BHOWNUGGUR :
The 23rd January 1874.

No. LVI.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the THAKOR SAHEB of BHAVNAGAR for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of his STATE,—1899.

Whereas His Highness Thakor Saheb Bhawsinghji of Bhavnagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

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

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

It is hereby agreed between the Governor-General of India of the one part and His Highness Thakor Saheb Bhawsinghji of Bhavnagar of the other, as follows, namely —

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Bhavnagar State

when the said troops are serving within the territorial limits of the said state: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Thakor Saheb or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Thakor Saheb Bhawsinghji of Bhavnagar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Tooops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

BHAWSINGHJI,
Thakor Saheb of Bhavnagar.

DATED BHAVNAGAR;
The 14th July 1899.

J. M. HUNTER, *Colonel,*
Political Agent, Kathiawar.

Approved and confirmed by the Government of India.

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

SIMLA;
The 7th May 1901.

No. LVII.

DEED executed by HIS HIGHNESS THE MAHARAJA of BHAVNAGAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the SIHOR-PALITANA RAILWAY,—1910.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purpose of the Sihor-Palitana Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the railway and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property ard generally to the maintenance of peace and order.

BHAV SINHJI,
Maharaja of Bhavnagar.

BHAVNAGAR ;
The 9th May 1910.

No. LVIII.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the SIHOR-PALITANA RAILWAY,—1910.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Sihor-Palitana Railway respecting the loss of or damage to goods or injury to person within the railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAV SINHJI,
Maharaja of Bhavnagar.

BHAVNAGAR ;
The 9th May 1910.

No. LIX.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the DHASA-LILIA MOTA Section of the DHASA-KUNDLA RAILWAY, —1911.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby cede to the Government of India in the Political Department all the criminal jurisdiction

possessed by me in the portions of my territories which have been assigned and made over by me for the purpose of the Dhasa-Lilia Mota Section of the Dhasa-Kundla Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

BHAVSINGHJI,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 7th October 1911.

No. LX.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the DHASA-LILIA MOTA Section of the DHASA-KUNDLA RAILWAY, —1911.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Dhasa-Lilia Mota Section of the Dhasa-Kundla Railway respecting the loss of or damage to goods or injury to person within the Railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAVSINGHJI,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 7th October 1911.

No. LXI.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the LILIA MOTA-KUNDLA Section of the DHASA-KUNDLA RAILWAY,—1912.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purpose of the Lilia Mota-Kundla Section of the Dhasa-Kundla Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

BHAVSINHJI,
Maharaja of Bhavnagar.

BHAVNAGAR ;
The 17th February 1912.

No. LXII.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR, ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the LILIA MOTA-KUNDLA Section of the DHASA-KUNDLA RAILWAY,—1912.

I, the undersigned Maharaja of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Lilia Mota-Kundla Section of the Dhasa-Kundla Railway respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAVSINHJI,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 17th February 1912.

No. LXIII.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the BOTAD-VINCHHIA Section of the BOTAD-JASDAN RAILWAY,—1913.

I, the undersigned Maharaja of Bhavnagar in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purpose of the Botad-Vinchhia section of the Botad-Jasdan Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

BHAV SINGH,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 3rd May 1913.

No. LXIV.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the BOTAD-VINCHHIA Section of the BOTAD-JASDAN RAILWAY,—1913.

I, the undersigned Maharaja of Bhavnagar in Kathiawad, hereby agree that all suits of a civil nature brought against the Botad-Vinchhia section of the Botad-Jasdan Railway respecting the loss of or damage to goods or injury to person within the railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAV SINGH,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 3rd May 1913.

No. LXV.

DEED executed by HIS HIGHNESS THE MAHARAJA OF BHAVNAGAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the VINCHHIA-JASDAN Section of the BOTAD-JASDAN RAILWAY,—1913.

I, the undersigned Maharaja of Bhavnagar in Kathiawad, hereby agree that all suits of a civil nature brought against the Vinchhia-Jasdan section of the Botad-Jasdan Railway respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawad Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAVSINGH,
Maharaja of Bhavnagar.

BHAVNAGAR;
The 16th September 1913.

No. LXVI.

SANAD granted to HIS HIGHNESS MAHARAJA SIR BHAVSINHJI TAKHTSINHJI, K.C.S.I. of BHAVNAGAR in Bombay,—1917.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

DELHI;
The 1st January 1917.

No. LXVII.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the SAVAR KUNDLA-GADHAKDA Section of the KUNDLA-MAHUVA RAILWAY,—1921.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of the Bhavnagar territories which have been assigned and made over for the purpose of the Savar Kundla-Gadhakda Section of the Kundla-Mahuva Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Bhavnagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

P. D. PATTANI,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 29th March 1921.

No. LXVIII.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the SAVAR KUNDLA-GADHAKDA Section of the KUNDLA-MAHUVA RAILWAY,—1921.

I, the undersigned President, Council of Administration, Bhavnagar, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby agree that all suits of a civil nature brought against the Savar Kundla-Gadhakda Section of the Kundla-Mahuva Railway respecting the loss of or damage to goods or injury to person within railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the railway in such suits and not the proprietary State and that any decrees that may be passed, shall be executed against the railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

P. D. PATTANI,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 29th March 1921.

No. LXIX.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the BOTAD-DHANDHUKA RAILWAY,—1923.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of the Bhavnagar territories which have been assigned and made over for the purpose of the Botad-Dhandhuka Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Bhavnagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

R. C. BURKE,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 26th July 1923.

No. LXX.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the BOTAD-DHANDHUKA RAILWAY,—1923.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby agree that

all suits of a civil nature brought against the Botad-Dhandhuka Railway respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

R. C. BURKE,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 26th July 1923.

No. LXXI.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the GADHAKDA-MAHUVA Section of the KUNDLA-MAHUVA RAILWAY,—1926.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of Bhavnagar territories which have been assigned and made over for the purpose of the Gadhakda-Mahuva Section of the Kundla-Mahuva Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Bhavnagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

T. K. TRIVEDI,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 1st October 1926.

No. LXXII.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the GADHAKDA-MAHUVA Section of the KUNDLA-MAHUVA RAILWAY,—1926.

I, the undersigned President, Council of Administration, Bhavnagar, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby agree that all suits of a civil nature brought against the Gadhakda-Mahuva Section of the Kundla-Mahuva Railway respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

T. K. TRIVEDI,
President, Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 1st October 1926.

No. LXXIII.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the RAJULA ROAD-RAJULA SECTION of the BHAVNAGAR STATE RAILWAY,—1927.

I, the undersigned President, Council of Administration, Bhavnagar, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of Bhavnagar territories which have been assigned and made over for the purpose of the Rajula Road-Rajula section of the Bhavnagar State Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Bhavnagar State all reasonable

and practicable facilities in view to the prevention of crimes the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

A. H. E. MOSSE,

BHAVNAGAR; for *President, Council of Administration,*

7th July, 1927. *Bhavnagar State.*

No. LXXIV.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the RAJULA ROAD-RAJULA SECTION of the BHAVNAGAR STATE RAILWAY,—1927.

I, the undersigned President, Council of Administration, Bhavnagar, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby agree that all suits of a civil nature brought against the Rajula Road-Rajula section of the Bhavnagar State Railway respecting the loss of or damage to goods or injury to person within the railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

A. H. E. MOSSE,

BHAVNAGAR; for *President, Council of Administration,*

7th July, 1927. *Bhavnagar State.*

No. LXXV.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the DUNGAR-VICTOR Section of the KUNDLA-MAHUVA RAILWAY,—1928.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of Bhavnagar territories which have been assigned and made over for the purpose of the Dungar-Victor Section of the Kundla-Mahuva Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities, exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Bhavnagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order

A. H. E. MOSSE,
Lieut.-Colonel,
for *President, Council of Administration,*
Bhavnagar State.

BHAVNAGAR;
19th April 1928.

No. LXXVI.

DEED executed by the BHVANAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the DUNGAR-VICTOR Section of the KUNDLA-MAHUVA RAILWAY,—1928.

I, the undersigned President, Council of Administration, Bhavnagar, on behalf of the Minor Maharaja of Bhavnagar State in Kathiawad, hereby agree that all suits of a civil nature brought against the Dungar-Victor Section of the Kundla-Mahuva Railway respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

A. H. E. MOSSE,
Lieut.-Colonel,
for *President, Council of Administration,*
Bhavnagar State.

BHAVNAGAR;
The 19th April 1928.

No. LXXVII.

DEED executed by the BHAVNAGAR DARBAR ceding the BRITISH GOVERNMENT full CRIMINAL JURISDICTION over the lands in the State occupied by the NINGALA-GADHADA RAILWAY,—1929.

I, the undersigned President, Council of Administration, Bhavnagar State on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby cede to the

Government of India in the Political Department all the criminal jurisdiction possessed by the Bhavnagar State in the portions of Bhavnagar territories which have been assigned and made over for the purpose of the Ningala-Gadhada Railway to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway and to be restored to the Bhavnagar Maharaja or his successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities, exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Bhavnagar State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

P. D. PATTANI,
President,
Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 22nd February 1929.

No. LXXVIII.

DEED executed by the BHAVNAGAR DARBAR ceding to the BRITISH GOVERNMENT certain CIVIL JURISDICTION over the lands in the State occupied by the NINGALA-GADHADA RAILWAY,—1929.

I, the undersigned President, Council of Administration, Bhavnagar State, on behalf of the Minor Maharaja of Bhavnagar in Kathiawad, hereby agree that all suits of a civil nature brought against the Ningala-Gadhada Railway, respecting the loss of or damage to goods or injury to person within the Railway limits shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State, and that any decrees that may be passed, shall be executed against the Railway property and not against the said proprietary State.

Provided also that all other civil jurisdiction within the limits of those portions of the Railway which pass through the Bhavnagar territory shall continue and be exercised as heretofore by the Bhavnagar State.

P. D. PATTANI,
President,
Council of Administration,
Bhavnagar State.

BHAVNAGAR;
The 22nd February 1929.

No. LXXIX.

ARTICLES of ENGAGEMENT from RANA SIRTANJEE and KOOER HALLAJEE of POREBUNDUR to the HONOURABLE COMPANY, dated the 5th December 1809.

ARTICLE 1.

Rana Sirtanjee and Kooer Hallajee agree to cede to the Honourable Company one half of the port of Porebundur, with a full participation in all its rights.

ARTICLE 2.

In consideration of the above cession the Honourable Company engage to take upon themselves the satisfaction of a part of the claims of the Guikwar Government on Porebundur equal to the amount of Rupees (50,000) fifty thousand.

ARTICLE 3.

For the amount so advanced Rana Sirtanjee and Kooer Hallajee engage and do hereby transfer to the Honourable Company a mortgage, until the said Rupees 50,000, with its interests at 9 per cent. per annum, be fully paid.

ARTICLE 4.

The above arrangement places the State of Porebundur under the Bahandary and protection of the Honourable Company who will assist and protect the rights and interests of Rana Sirtanjee and Kooer Hallajee in all just cases, and for this purpose they will station a Captain and 100 men in Porebundur

ARTICLE 5.

The demands of the Rana of Porebundur on the Kamdars and others, and the dz andsof other places on Porebundur, will be decided by the Honourable Compary in conformity to justice. The Rana Sirtanjee and Kooer Hallajee engage to abide by the Company's arbitration.

ARTICLE 6.

The above engagement is permanent between the Rana Sirtanjee, Kooer Hallajee, Kooer Prutheeraj, and their heirs and descendants, for ever, on one part, and the government of the Honourable Company on the other.

Done at Porebundur, 5th December A. D. 1809, corresponding with the 13th Kartick Vud 1866 Sumwut.

SAHEE, in the handwriting of SIRTANJEE,
Rana of Porebundur

NOTE.—The foregoing engagement was modified in 1853 by a despatch from the Hon'ble the Court of Directors to the Bombay Government No. 6, dated the 9th February 1853, by which the annual payment by the Rana in commutation of the customs rights in the port of Porbandar was reduced and fixed at Rs. 15,000.

No. LXXX.

AGREEMENT passed by F. S. P. LELY, Esq., ADMINISTRATOR of the STATE of PORBANDAR, on behalf of RANA SHRI VIKMATJI, to LIEUT-COL. WODEHOUSE, ACTING POLITICAL AGENT in Kathiawar, representing the British Government, for the ABOLITION of CUSTOMS DUTIES on vessels of the Navanagar State touching at ports in the Porbandar State but not discharging cargo, —1887.

Whereas the State of Porbandar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Navanagar, touching at the said ports but not discharging cargo, and whereas such levy now appears to the Porbandar Administration obnoxious to trade, the Administrator agrees as follows on behalf of Rana Shri Vikmatji :—

F. S. P. Lely, Esq., Administrator of the State of Porbandar, in consideration of a corresponding agreement made by the State of Navanagar, hereby agrees for Rana Shri Vikmatji, his heirs and successors, so long as the corresponding agreement be observed, not to levy any customs duties upon vessels of the Navanagar State, which may touch without discharging cargo at any of the ports in the Porbandar State.

PORBANDAR,
The 2nd March 1887.

F. S. P. LELY,
Administrator, Porbandar State.

RAJKOT,
The 5th November 1887.

CHARLES WODEHOUSE, *Colonel,*
Political Agent, Kathiawar.

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

W. J. CUNINGHAM,
Offg. Secy. to the Govt. of India,
Foreign Dept.

FORT WILLIAM,
The 20th January 1888.

No. LXXXI

ADOPTION SANAD granted to the RANA of PORBANDAR,—1890.

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 Hindu law and to the customs of your race will be recognised 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 obligation to the British Government.

LANSDOWNE,

SIMLA, *Viceroy and Governor-General of India.*

The 23rd June 1890.

Similar sanads were granted to the Chiefs of Dhrangadhra, Morvi, Dhrol, Limbdi, Palitana, Wadhwan and Wankaner.

No. LXXXII.

SANAD granted to HIS HIGHNESS RANA SHRI NATVARSINHJI BHAVSINHJI, RANA of PORBANDAR, in BOMBAY,—1918.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction for your services in connection with the war.

CHELMSFORD,

DELHI, *Viceroy and Governor-General of India.*

The 1st January 1918.

No. LXXXIII.

AGREEMENT relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the lands taken up by the DHRANGADHRA RAILWAY,—1899.

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

Signed in vernacular,

RAJ SAHEB OF DHRANGADHRA.

PALACE, DHRANGADHRA,

The 25th December 1899.

No. LXXXIV.

SALT AGREEMENT executed by the RAJ SAHEB of DHRANGADHRA,—1900.

His Highness the Raj Saheb of Dhrangadhra, on behalf of himself and his successors, recognizing the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants, that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

(1) That the production of salt in his State as hitherto carried on will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the Province of Kathiawar.

(2) That the salt manufactured within his State shall be sea salt only, that is, salt made from sea water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State.

(3) In consideration of His Highness agreeing to give up the manufacture of Vadagra salt at the Kuda works, as permitted by the Agreement of 1883, he will receive from the British Government an annual amount of Rs. 7,000.

(4) That his Administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent to the utmost of his ability the export of salt from Kathiawar by land either into another Foreign State or into British India.

(5) That he will not enlarge or make any material change in the existing salt works or open any new work or salt source in his State, nor permit any salt work of source to be altered, enlarged or opened without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathiawar.

(6) That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

Signed in vernacular,
Raj Saheb of Dhrangadhra.

DHRANGADHRA ;
The 1st August 1900.

J. M. HUNTER, *Lieutenant-Colonel,*
Political Agent in Kathiawar.

RAJKOT ;
The 7th August 1900.

Approved and confirmed by the Government of India.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

SIMLA ;
The 27th September 1900.

No. LXXXV.

DEED executed by HIS HIGHNESS the RAJ SAHEB of DHRANGADHRA ceding to the BRITISH GOVERNMENT full POWER and JURISDICTION over the lands in the State occupied by the DHRANGADHRA-HALVAD EXTENSION of the DHRANGADHRA STATE RAILWAY,—1914.

I, Maharana Ghanshyamsinhji Raj Saheb of Dhrangadhra State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Dhrangadhra-Halvad Extension of the Dhrangadhra State Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands

M. R. GHANSHYAMSINH,

DHRANGADHRA ; *Maharana Raj Saheb, Dhrangadhra State.*

The 28th April 1914.

No. LXXXVI.

SANAD granted to HIS HIGHNESS SIR GHANSHYAMSINHJI AJITSINHJI, K.C.S.I., RAJ SAHEB of DHRANGADHRA, in BOMBAY,—1918.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction for your services in connection with the war.

CHELMSFORD,

DELHI ; *Viceroy and Governor-General of India.*

The 1st January 1918.

No. LXXXVII.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the MAHARAJA of DHRANGADHRA, hereinafter called His Highness' Government, and the BOMBAY, BARODA and CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the WORKING of His Highness' Railway from WADHWAN JUNCTION to HALVAD *via* DHRANGADHRA, and of such extensions on the 3'-3⅜" gauge as it may be agreed upon between His Highness' Government and the Company to include in this Agreement, hereinafter called the DHRANGADHRA RAILWAY,—1920.

1. (*a*) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Dhrangadhra Railway with effect from the 1st October 1919.

(*b*) This agreement shall continue in force until terminated on one year's notice from either party to the agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

2. All communications, except those of a routine nature, between His Highness' Government and the Company under this agreement shall pass through the Agent to the Governor, Kathiawar, Rajkot.

3. The Company shall be subject in all respects, with reference to the Dhrangadhra Railway, to the same control by the Railway Board as they are with regard to their own Railway.

4 (*a*) The Dhrangadhra Railway, including lines, stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, station sheets, engine and repairing sheds, with their requisite machinery, provision for water supply and all other necessary appliances for working the Railway, (but not including rolling stock), shall be provided by or at the cost of His Highness' Government, and all alterations or additions thereto, which may from time to time be mutually agreed upon as necessary, shall be carried out by the Company at the cost of His Highness' Government and charged to the Capital Account of the Dhrangadhra Railway, but the sanction of His Highness' Government shall in each case be previously obtained to such expenditure. Funds for the cost of all works payable by His Highness' Government shall be deposited in advance on the application of the Company.

(*b*) The Company shall allow the Dhrangadhra Railway free use of all the station buildings and offices, staff quarters, station machinery, furniture and plant at present provided and in use at Wadhwan Junction and of all additions and alterations thereto which may be provided by the Company at any time during the currency of this agreement.

(*c*) Any new works which may be required at Wadhwan Junction for the *exclusive* use or convenience of the Dhrangadhra Railway shall be charged *in full* to the Capital or Revenue Account of that Railway as the case may be. Such works shall be carried out by the Company at the request of His Highness' Government and according to plans and estimates which shall be approved by His Highness' Government before the work is commenced. The Dhrangadhra Railway shall deposit funds in advance to meet the cost of such works.

(*d*) The Dhrangadhra Railway shall acquire no right of property in respect of works provided at its expense at Wadhwan Junction, nor exercise any control or authority over such works. But on the termination of this agreement, His Highness' Government shall be at liberty to remove at its own cost all the materials used in constructing these works, after the works have been dismantled by the Company, or it may sell the same to the Company or any other party at a valuation to be mutually agreed upon.

5. The Company shall have the entire control of the train and traffic arrangements of the Dhrangadhra Railway during the continuance of this agreement but neither the Company nor any other authority shall exercise any authority in matters of jurisdiction *within* Dhrangadhra State territory except His Highness' Government.

6. Engines, carriages, wagons, wagon sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles shall be provided by the Company and hire charges shall be paid for the same by the Dhrangadhra Railway at the rate prescribed in Clause 7 (*c*).

7. As regards all expenses on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the said Railway in other Departments, the Company shall charge His Highness' Government as under :—

(*a*) *For maintenance of Way and Works.*

The actual expenses, *other* than cost of general supervision, incurred in maintaining the line, buildings, structures, station machinery and plant [including the percentage charge for new minor works provided in Clause 9 (*d*)] which are usually debited under Abstract A of the standard form of Revenue account prescribed for use on Companies' Railways.

(*b*) *For all other Working expenses.*

35 per cent. of the gross receipts of the Dhrangadhra Railway to cover the cost of general supervision in all departments and of all the other working expenses incurred by the Company in working the Dhrangadhra Railway under Abstracts B to G of the Revenue accounts.

(*c*) *For Rolling Stock.*

5 per cent. of the gross receipts of the Dhrangadhra Railway for the use of the Company's rolling stock and of the workshop and running shed, plant and machinery.

(*d*) *Total percentage chargeable.*

The sum of the expenses mentioned in paras. (*a*), (*b*) and (*c*) above shall be subject to a total maximum limit of 50 per cent. of the gross receipts of the Dhrangadhra Railway.

8. From the amounts received under Clause 7 (*a*) and (*b*), the Company shall defray all the working expenses and pay the salaries of the Staff (*including Junction Staff*) and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the Dhrangadhra Railway.

9. (*a*) Should any additional works chargeable to Capital be found necessary *in connection with* the Dhrangadhra Railway, complete plans and estimates for the scrutiny and approval of His Highness' Government shall be submitted by the Company before any such works are carried out.

(*b*) The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the Railway or to meet the growth of

traffic, which are properly chargeable to the construction account, shall be dealt with as follows :—

(*c*) All works costing over Rs. 2,000 shall be charged to the Capital Account of the Dhrangadhra Railway and shall be debited *direct* to His Highness' Government. All expenditure debitable to the Capital Account of the Dhrangadhra Railway will be subject to the levy of supervision charges according to the rules in force on the B., B. and C. I. Railway

(*d*) In the case of works costing Rs. 2,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same year* on the B., B. and C. I. Railway (Metre-gauge) System ; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital Account of the Dhrangadhra Railway and shall be debited *direct* to His Highness' Government.

10. (*a*) As the jurisdiction over the Dhrangadhra Railway has been ceded to the British Government except sovereign rights, all Police arrangements for law and order over the Dhrangadhra Railway during the continuance of this agreement shall be made by the Kathiawar Agency in consultation with the Company *at the cost* of the Dhrangadhra Durbar.

(*b*) The Officers appointed by the Kathiawar Agency to look after the Police shall be directly under the control of the Company in all cases connected with the Railway traffic management of Station Police duties and with the investigations in cases of accident, but will be under the control of the Kathiawar Agency in respect of appointment, promotion, dismissal and in all cases affecting " Law and Order ".

11. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or to the location of any bridges, culverts, waterways, or other works constructed on the Dhrangadhra Railway or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Dhrangadhra Railway or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction or ways and works or by the use of inferior materials employed in the construction of ways and works or any of them.

12. The Company shall be responsible for the collection of all revenue appertaining to the Dhrangadhra Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the British Indian Government Treasury in the same manner as their own earnings.

13. The Company shall furnish His Highness' Government with a weekly return of the approximate earnings of the Dhrangadhra Railway and at the close

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* As amended by Corrigendum dated the 27th January 1921.

to each year*, ending the 31st March with a full account both of receipts and expenditure.

14. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Dhrangadhra Railway and such advances shall be debited to the Revenue Advance Account of the Railway as in the case of other Railways worked by the Company. The Capital and Revenue Accounts of the Railway shall be prepared for the year ending on the 31st March, but the net earnings of the Railway shall be paid to the Durbar each half-year, the payment for the first half-year being subject to adjustment at the end of the year. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of the year, as soon as possible after the revenue account is rendered and the balance (after deducting the payment for the first half-year) in favour or against His Highness' Government shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

15. (*a*) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic, shall be fixed from time to time by the Company, in communication with and subject to the approval of His Highness' Government.

(*b*) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Dhrangadhra Railway shall, as far as may be, conform to those generally in force from time to time on the B., B. & C. I. Railway (Metre-gauge) System.

(*c*) The same terminals shall be charged on different descriptions of traffic on the Dhrangadhra Railway as on the B., B. and C. I. Railway (Metre-gauge) System.

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

(*e*) The carriage of Revenue Stores for the Dhrangadhra Railway shall be at the revenue rate.

16. At least one composite first and second class carriage and separate reserved accommodation for 1st and 2nd class lady passengers shall be provided on each passenger train on the Dhrangadhra Railway.

17. All money transactions under this agreement as between the British Indian Government, His Highness' Government and the Company shall be in British Indian Government rupees, and the Company shall accept the British Indian currency only in payment of fares and rates.

18. All claims in respect of the carriage of passengers, animals and goods, together with all legal costs, incurred by the Company in respect of any suit or

* As amended by Corrigendum dated the 27th January 1921.

appeal relating to the same, shall be treated as *working* expenses and dealt with as provided for in Clause 8 hereof.

19. Any suggestions by His Highness' Government as to timings of trains, rates or any other matters affecting State interests, or the public convenience shall be given every consideration by the Company.

20. His Highness the Maharaja of Dhrangadhra's private saloons and the Dhrangadhra Dewan's saloons shall be allowed to run *free of charge* on any train running on the Dhrangadhra Railway.

21. The Indian Railways Act 1890, or other Act or Acts for the time being in force in British India relating to Railways, and the rules, conditions and forms thereunder for the time being applicable to the B. B. and C. I. Railway, shall apply to the Dhrangadhra Railway, the said Act or Acts and rules, conditions and forms shall, within Railway limits on the Dhrangadhra Railway, constitute the law in force under which offences and actions affecting the Company and their servants within such limits shall be tried, and His Highness' Government shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

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

23. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration, and arbitrators approved of by both parties shall be appointed when necessary.

24. This agreement is subject to confirmation by the Board of Directors of the Company and the Railway Board.

W. P. PECHEY,
Acting Agent,
B., B. and C. I. Railway.

MANSINHJI S. JHALA, *Diwan,*
Dhrangadhra State.

Dated the 31st January 1920.

No. LXXXVIII.

TRANSLATION of an AGREEMENT,—1809.

TO SREEMUNT SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR writes :—

Further, it has been agreed to pay to the Sircar the jummabundee of talooka Pahlunpore for ten (10) years from the harvest season of the year Sumvut 1866

(A.D. 1809-10). The total amount on account of the above jummabundee, together with khurajat,* has been fixed at Rs. 50,001 (fifty thousand and one) per annum, and instalments have been fixed for the payment of the sum. I shall accordingly go to Baroda and pay the instalments from year to year. If I go to Baroda and make payment on due date and pay the instalments, it is well and good : if payment is made a few days after it has become due, I shall pay interest at the rate of one per cent. per mensem. Details are as follows :—

Rs. 50,001.

In this way a sum of Rupees fifty thousand and one of the Siccaee currency is to be paid in cash by instalments as follows :—

Rupees 25,001 (twenty-five thousand and one) to be paid on the 2nd of Magh Soodh.

Rupees 25,000 (twenty-five thousand) to be paid on the 2nd of Chytur Soodh.

Total Rs. 50,001.

In this way payment shall be made according to instalments from year to year. The payment shall be made continuously for ten years. If an instalment remains unpaid after its due date, interest shall be paid as written above. Besides this, the mohsulee expenses of the mohsul who may come from the Sircar shall be paid, and the kasudee expenses of the kossid (or messenger) shall also be paid to him. This writing is true.

Dated 13th of Kartic Soodh Sumvut 1866 (19th November 1809).

The signature of DEWAN FEEROZ KHAN
in the handwriting of JETHA.

No. LXXXIX.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-written ARTICLES by SHUMSHER KHAN, on its being resolved that FUTTEH KHAN shall be united to him, and of one COUNSEL with him, from his willingly adopting FUTTEH KHAN as his son,—1813.

ARTICLE 1.

Considering Dewan Futteh Khan, the son of Dewan Feroz Khan, as my own son, I have adopted him, and constitute him heir to all my possessions, unless I have a son born to me, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in

* The total deduction in kind taken from the produce of a field before the Government share is calculated.

Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all my family, nor shall any molestation be given to them, nor any property they may possess touched during their lives.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which, according to the pleasure of the Sircar, Futteh Khan has been placed on the guddee, and with my perfect consent he has been proclaimed as my son and the Dewan of Pahlunpore.

ARTICLE 3.

In all affairs of government I shall be uncontrolled, but decisions on matters of consequence which relate to the pergunnahs and durbar shall bear the seal of Futteh Khan, son of Shumsher Khan, and my signature. Futteh Khan shall be the keeper of his own seal, but its impression shall be defective without the addition of my signature, and my sign and seal alone shall be sufficient for all papers of little consequence, such as chits on villages, etc.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under me in the same manner as when they originally held the same employ, and they shall in no instance keep anything from my knowledge. They shall all obey all my orders regarding the bettering the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one pure line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebundy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera, without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, or allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men as sebundy according to the pleasure of and selected by the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. I shall take their musters.

ARTICLE 7.

As my old karbaree who managed for me in Deesa is with me, and as employing him here might occasion quarrels with the established karbarees, it shall be my duty to provide for him elsewhere. His house being in Pahlunpore, his family

shall either inhabit it without molestation from the durbar or he shall remove his family and be permitted to let out the house to hire.

ARTICLE 8.

For the private expenses of Futteh Khan and his family enumerated in a separate paper, I shall be responsible if any deviation takes place.

ARTICLE 9.

The relations of Futteh Khan who are at present with him shall receive according to custom what was formerly allowed them for their maintenance and they shall not interfere with me in my duties. In like manner my relations shall receive the support they formerly obtained without any increase; because they are my relations, they also shall not meddle in my duties.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under my inspection, but open to the writers of them, and any loan which it may be necessary to raise shall be with the knowledge and consent of Futteh Khan.

ARTICLE 11.

The jummabundee of the Sircar, according to the decennial arrangement, shall be, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

I agree, in conjunction with my karbaree, Dungur Mehta, to provide for the expenses of the army which is now at Pahlunpore according to the pleasure of the Sircar.

ARTICLE 13.

Futteh Khan and myself shall have one opinion on all matters, and shall live with cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles given to the Sircar, and it ought not to be considered that there is any difference between Futteh Khan and myself. In future I shall never commit any act of sedition or behave ill; and for the satisfaction of Government I shall give as my fa'el zamin securities the Nawab of the Summee and Radhunpore, and Sibe Khan Babee Bahadoor and Jemadar Bacha, the son of Dhingam, and my arr zamin, Gocul-pooree, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sumbut 1870, Pous Sood 1st, corresponding with the 23rd of December 1813.

SHUMSHER KHAN'S Signature.

Signature of GOCULPOOREE.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-mentioned ARTICLES, willingly executed by FUTTEH KHAN, DEWAN, on its being resolved that he shall be united to, and of one counsel with, his father SHUMSHER KHAN,—1813.

ARTICLE 1.

Shumsher Khan having with his own free will united our families and adopted me as his son, has given a document to that effect, according to which I am constituted heir to all his possessions, unless he has a son born to him, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all Shumsher Khan's family, nor shall any of their property be taken away during their lives, but they shall be cherished with a consideration equal to my own mother and immediate relations.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which I have been placed on the guddee; and through the kindness of the Sircar, and as I have been adopted Shumsher Khan's son, I have been proclaimed as such and Dewan of Pahlunpore with my full consent; and according to the pleasure and advice of the Sircar I engage to respect and be of one counsel with my parent.

ARTICLE 3.

In all affairs of government Shumsher Khan shall be uncontrolled, but decisions on matters of consequence which relate to the durbar shall bear my seal, which remains in my possession, and the signature of my parent Shumsher Khan, without which I shall not attach my seal. Shumsher Khan's sign and seal only on papers of small import, and such as chits on villages, etc., shall be valid.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under my parent Shumsher Khan in the same manner as when they originally held the same employ, and shall in no instance keep anything from his knowledge. They shall obey all his orders respecting the improvement of the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one upright line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebundy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cushuttees, nor allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men, or sebundies, according to the pleasure of the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. My parent Shumsher Khan shall take the musters.

ARTICLE 7.

As my parent's old karbaree is with him, and as the employing him here might occasion quarrels with the established karbarees, he shall be stationed in some other place. His house being in Pahlunpore, his family shall either inhabit it without molestation from the durbar, or he shall remove his family and be permitted to let out his house to hire.

ARTICLE 8.

I am contented with the sum allowed for my private expenses and that of my family enumerated in a separate paper given in.

ARTICLE 9.

My relatives shall enjoy what was formerly allowed them, and they shall not interfere in the arrangements of my country.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under inspection of my parent, but open to the writers of them, and any loan which it may be necessary to obtain shall be raised by my parent with my knowledge.

ARTICLE 11.

The jummabundee of the Sircar, according to the decennial arrangement, shall be paid, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

Shumsher Khan and my karbaree Dungur Mehta shall provide for the expenses of the army now at Pahlunpore according to the pleasure of the Sircar.

ARTICLE 13.

Shumsher Khan, my parent, and myself shall be of one counsel on all matters, and live with the cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles; I shall not act contrary to them in a seditious manner. For the satisfaction of government, I give as my fa'el zamin Meer Kamal-ood-Deen Hussen Khan Bahadoor and Yara Jemadar, and for my arr zamin Goculpooree, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sumbut 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

Signature of FUTTEH KHAN.

Signature of GOCULPOOREE.

SHUMSHER KHAN'S signature.

I, Shumsher Khan, Dewan, son of Osman Khan, hereby adopt to be my son with perfect good will and pleasure Futteh Khan, Dewan, son of Dewan Feroz Khan. I therefore constitute him to be heir to all my possessions, unless it may please Heaven to grant me a son, in which case the pergunnah of Gola, consisting of twenty-two villages, shall be assigned for his sustenance, and permission granted him to spend his life in Pahlunpore. All my relations shall be free from molestation, and no property they may possess shall be taken from them during their lives and they shall be treated with respect and consideration.

Dated Sumbut 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

These engagements were approved and confirmed by the Governor-General in Council on 18th February 1814.

No. XC.

TRANSLATION of AGREEMENT entered into by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, of his own free will, for the better government and security of the above-mentioned PRINCIPALITIES, signed and delivered to CAPTAIN MILES, POLITICAL AGENT, on the part of the BRITISH GOVERNMENT, at PAHLUNPORE, on the 28th November 1817.

Preamble.—That to place the territory depending on Pahlunpore and Deesa in security from internal and external dissensions and violence, to obviate the trouble so often occasioned to the British and Guikwar Governments from the bad administration of the affairs of this petty State, and with a view to the improvement of the country, the following Articles of Agreement are entered and hereby confirmed:—

ARTICLE 1.

The British and Guikwar Governments having been pleased to seat me on the guddee of my father, and establish my authority over Pahlunpore and Deesa, it is

my desire, to the end that this State, which is in a ruinous condition, may be better governed, its security and tranquillity ensured, and a provision made for the discharge of arrears and debts in which from bad management it has been involved, to receive the aid and advice of a respectable man in quality of Agent on the part of the Guikwar Government.

He shall have full access to my revenue accounts, receipts, and expenditure, and I engage to follow his suggestions in all arrangements whatever relative to government. It is indispensable that this Agent be such as shall possess the confidence of the British Government; and as his situation demands he should be disinterested, his salary must be liberal.

Article 2.

I also agree to subsidise 250 horse with a Sirdar to command them; the pay of the horse to be 30 Rupees each per mensem, and the Sirdar shall receive Rs. 600 per mensem.

I require these troops to defend my country against enemies of every description, and to preserve it in peace and order. They are to be good horse, and always ready to act in a body against the refractory Shumsher Khan and his adherents, and in fact for all purposes. To secure the tranquillity of the country, they will not be employed without the concurrence of the Guikwar Agent, and are not to be sent on revenue details without the orders of government; when their service is not otherwise required, they are to be stationed near me for my personal protection.

Article 3.

The gate called Bahadoor Guz is to remain in charge of Sircar troops; 100 good infantry to be stationed there, and their rate of pay Rs. 10 monthly each, Jemadar included.

Article 4.

The horse and infantry, their Commander, and the Agent, to be paid monthly without deduction, and the banker who pays them shall have territory assigned to him for the discharge of their salaries.

Article 5.

The Sircar dues (Rs. 50,000) per annum shall henceforward be paid punctually every year at Baroda. The arrears, Rs. 75,000, shall be discharged in the course of the next year; but in consideration that the country has suffered much from want of rain, the exactions of Shumsher Khan and ravages of the Koolees, with the constant movement of troops through it lately, I hope government will be indulgent in their expectations and claims at least for the present.

ARTICLE 6.

From the impoverished condition of the country and other claims in the Pahlunpore State, the sums due to the merchant of Shidpore cannot at present be discharged, but in the course of the next year some arrangement in concert with the Guikwar Agent shall be made for the gradual payment.

ARTICLE 7.

A misunderstanding having arisen between me and Shumsher Khan in consequence of his violation of the agreement made with Captain Carnac, Resident at Baroda, in 1870 or A. D. 1813, I retired to Shidpore and complained to the Sircar. The forces of the two Sircars in consequence marched to this quarter, and Pahlunpore was taken, and I have been reseated on the guddee. I therefore consent to pay the expenses of the troops of both Sircars with the usual allowance for killed, wounded, loss of horses, etc., according to the orders of government.

ARTICLE 8.

Shumsher Khan is an offender and disobedient to the Sircar; I engage, therefore, not to have any communication with him or his adherents; but should Shumsher Khan submit himself, and the Government be pleased to grant him any allowances, I will pay it agreeable to their commands.

ARTICLE 9.

I engage not to give protection to any offenders against either the British or Guikwar Government, nor to allow them to remain in any part of my territory.

The whole of these Articles, nine in number, are delivered in by me to Government, and I engage to execute them punctually and without diminution or difference. I shall act in all matters in strict conformity and obedience to the orders of the Sircar, and I bind myself not to commit any insubordinate act, nor cause any disturbance. To this effect I give as my security to the Nawab of Summee and Radhunpore Sher Khan Babee and Mohunt of Rajpore, Goculpooree.

Dated Sumvut 1874, Kartick Vud 4th, 18th Mohurrum, Hegira 1233, corresponding with the 28th November 1817.

SEAL OF FUTTEH KHAN.

No. XCI.

TRANSLATION of an AGREEMENT entered into between the DEWAN of PAHLUNPORE and the RANA of DANTA, 27th July 1819, Sumbut 1876, Sravun Soodh 5th.

The talooka of Danta being much harassed and injured by the depredation of Koolies, etc., and nearly depopulated from their incursions, in order that security and tranquillity may be re-established by the interference and protection of

Pahlunpore, I, Rana Juggut Singh, of my own free will, do make over to Futteh Khan, Dewan, etc., by this agreement, a share of the talooka of Danta agreeable to the following conditions :—

ARTICLE 1.

I give a share of seven annas in the Rupee to Pahlunpore from all towns and villages inhabited or deserted ; those of my brethren, Puthavuts, Rajsoke, etc., and of all descriptions of taxes and every kind of revenue. The remaining nine annas to be my share.

ARTICLE 2.

I have pledged four towns, and the sums due on them are to be paid by me. When the accounts of the creditors are settled, and the towns freed, your share of seven annas will be allowed.

ARTICLE 3.

The Guikwar tribute (from Danta) shall be punctually paid by me through you every year, commencing Sumvut 1876. The amount now due on this head shall be paid by four instalments, from the year 1876 to the end of 1879, through you ; but if this agreement should not be approved by the Guikwar Government, I will arrange the payment agreeable to their directions.

ARTICLE 4.

In the profits or revenue of the Hindee temple at Ambajee the Pahlunpore State has no share, neither has it any in the vurkhasuns of the temple.

ARTICLE 5.

Eight wells and the land depending on them, which belong to my family, are exempted from any share ; they are as follows :—

In Danta	1 well.
Nawawass	2 wells.
Great Bhinmal	1 well.
Thana	1 „
Ruttunpore	1 „
Anodra	1 „
Koondul	1 „
	8 wells.

ARTICLE 6.

Of the four towns in the possession of my brother Nahar Singh, that of Poojpore is exempted from any share.

ARTICLE 7.

If any of my brethren or Puthavuts have possession of land or town to which they have no just claim, on examination they shall be restored to me.

ARTICLE 8.

I will pay every kind of vole (a kind of tribute paid to Koolees) which has been regularly established to the present day, but no other hereafter.

ARTICLE 9.

Whatever charitable donations are in existence in my State shall be continued and preserved, but none new shall be given except with your consent.

ARTICLE 10.

Whatever work is done by the ryots of my pergunnah for me shall be done for your vakeel at Danta.

ARTICLE 11.

My authority shall remain in my talooka, but in all cases on public matters I shall consult your vakeel, and we will act in accordance. He shall be consulted in all quarrels, disturbances, etc.

In this manner eleven Articles have been agreed to and subscribed. They are to be in force as long as the interests of the Honourable Company Bahadoor and the Guikwar Government continue in the State of Pahlunpore.

I will abide by the above, and in no way be the cause of disorder or disturbance.

The securities for the performance of this contract are Megraj Bharote, Valadi Davi Sing of Kodrah, and Vakta Bharote of Chundesur.

SEAL OF JUGGUT SING,

Rana of Danta.

PAHLUNPORE;

9th August 1819.

Confirmed by the Governor-General in Council on 22nd January 1820.

No. XCII.

ADOPTION SANAD granted to the NAWAB of PALANPUR,—1862.

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

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

CANNING.

Dated 11th March 1862.

A similar Sanad was granted to the Chief of Radhanpur.

No. XCIII.

RAILWAY JURISDICTION AGREEMENT WITH THE DEWAN OF PALANPOOR,—1879.

I, Dewan Sher Mohamed Khanje Saheb of Palanpoor, hereby cede to the Government of India all the civil and criminal jurisdiction possessed by me in the portion of my territory which has been assigned and made over by me for the purposes of the Western Rajputana State Railway, to be exercised by the Government of India for so long as the land may be required for the railway, and to be restored to me or my successors when the land is no longer needed for the above purpose.

All railway employés committing offences cognizable by my jurisdiction beyond the limits of the railway line, shall be apprehended and dealt with by the constituted authorities of my State.

Dated 10th day of October 1879, corresponding with 10th of first Assowadut 1936 —and 22nd day of Sawal 1296 A.H.

(SEAL OF THE DEWAN OF PALANPOOR.)

No. XCIV.

AGREEMENT executed by the DIWAN of PALANPUR in 1890.

AGREEMENT regarding the maintenance of an efficient POLICE FORCE and MAGISTRACY and the reform of the existing system of IMPORT and EXPORT DUTIES in the PALANPUR STATE consequent upon the disbandment of the PALANPUR LEVY, executed by COLONEL GEORGE RISTO GOODFELLOW, C.I.E., Political Superintendent, Palanpur, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government of the one part, and HIS HIGHNESS SHER MUHAMMAD KHANJI, DIWAN of the Palanpur State, on behalf of himself, his heirs and successors, of the other part.

ARTICLE 1.

In consideration of the engagement into which His Highness the Diwan agrees by Articles 2 to 5 of this Agreement to enter, the British Government agrees that on and from 20th October 1890, Articles 2, 3 and 4 of the Agreement of 28th Novem-

ber 1817 shall be deemed to be rescinded, and the body of horse and foot entertained thereunder and known as "The Palanpur Levy" need no longer be maintained by His Highness.

ARTICLE 2.

His Highness the Diwan engages to establish, with effect on and from 20th October 1890, a body of efficient Police of sufficient strength, at a cost of not less than Rs. 82,350 per annum, for maintaining peace and order and for suppressing and detecting crime throughout his State, and to appoint a sufficient number of qualified officers on adequate salaries to discharge magisterial functions throughout his State; the establishment of the said Police and the appointment of the said Magistrates to be on the general lines indicated in His Highness's memorial to Government, dated 9th November 1885. Further, His Highness agrees to give effect to the promises detailed in paragraphs 26, 27, 28, 29 of the said memorial in carrying out the disbandment of the levy, excepting the payment of Rs. 300 a month to Government for a fixed period mentioned in paragraph 27 of the same.

ARTICLE 3.

His Highness further engages that, after having established Police and appointed Magistrates in his State in accordance with the last preceding article of this Agreement, he will thenceforward continually maintain the said Police and Magistracy on such scale, at such rates of pay and of such efficiency, as shall be requisite for adequately supplying the progressive administrative needs of his State; and with a view to the maintenance of such efficiency as aforesaid, he engages to cease to employ in the Police or as a Magistrate any person who from age or physical or mental disability at any time becomes unfit for further effective service.

ARTICLE 4.

His Highness engages to pay to the Political Superintendent annually, in advance, commencing from 20th October 1890, the sum of Rs. 9,000 towards the cost of the Political Superintendency, which payment shall be in lieu of the sum aggregating Rs. 7,004 hitherto paid by him in this behalf.

ARTICLE 5.

His Highness having, in honour of the fiftieth anniversary of the accession to the throne of Her Majesty the Queen-Empress, and as a proof of his loyalty and great public spirit, abolished throughout the whole State, including the jagirs and minor estates, with effect from the 20th June 1887, unconditionally, all transit duties hitherto levied within the Palanpur State, further agrees to gradually reform his system of import and export duties in such mode as may conduce to the interests of his subjects and be practicable, and he agrees, with a view to rendering the levy

of import and export duties in the said State as little burdensome to trade as possible, as follows, *viz* :—

1. That duties of import and export shall henceforward be levied on any article brought into or taken out of the State once for all only

2. That import duties shall henceforward be levied at nakas situated on the frontier of the State or at the place of their ultimate destination within the State, but not at any other place.

3. That export duties shall be levied either at nakas situated on the frontier of the State or in the places from which the goods liable to such duties are consigned, but not at any other place.

4. That duties of import and export shall henceforward be levied in behalf and under the authority of His Highness only, all such levies by jagirdars and other minor estate-holders in the State being abolished.

5. That in order to compensate the said jagirdars and other minor estate-holders for the loss they will sustain by the abolition of their right to levy import and export duties, a certain fixed annual cash allowance shall be regularly paid to each of them, the amount whereof shall be equal to such sum as the Political Superintendent, after due enquiry, shall consider to have been the average income derived during the ten years immediately preceding the date of this Agreement by each such jagirdar or minor estate-holder, respectively, from duties of import and export, the right to levy which is abolished.

6. That duties of import and export shall henceforward be levied at uniform rates throughout the State.

7. That no import or export duty shall be levied on any goods in transit through the State, the term "goods in transit" being understood to mean goods which pass through the State by railway and which do not break bulk, and goods which pass through the State otherwise than by railway and which do not break bulk and also are not detained at any place within the State for more than forty-eight hours or at any station, where there is a railway by which they are to be exported without breaking bulk, for more than thirty days.

8. That the collection of octroi by the Darbar in the Deesa Cantonment shall cease; that no import duties shall be levied on commodities brought into the said cantonment, or export duties charged on goods taken therefrom which are the property of officers or men of the garrison leaving that cantonment and covered by a pass from the Cantonment Magistrate's office, provided that arrangements be made whereby His Highness's right to collect export duty on other goods leaving the said cantonment shall be satisfactorily preserved.

ARTICLE 6.

Nothing in this Agreement shall be deemed to prevent the levy by His Highness in any town or village within the State of Palanpur, other than the Cantonment of Deesa, of duties of octroi, provided the same be levied for expenditure on municipal purposes within the area in which they are respectively levied.

This Agreement agreed to at Palanpur, the 20th October, one thousand eight hundred and ninety.

Signed in vernacular.

DIWAN OF PALANPUR.

Witnesses :—(ILLEGIBLE)

Chief Minister, Palanpur State.

MAROTERAO BHOOJENGRAO,

Personal Assistant to Political Superintendent.

G. R. GOODFELLOW, *Colonel,*

Political Superintendent

Palanpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India

W. J. CUNINGHAM,

Officiating Secretary to the Government of India,

Foreign Department.

No. XCV.

OPIUM AGREEMENT WITH PALANPUR,—1892.

The following articles of agreement regarding the prohibition of the cultivation of the poppy and of the manufacture of opium in the Palanpur State, and the maintenance of an efficient preventive establishment at a cost of not less than Rs. 12,500 per annum, in consideration of the payment of Rs. 31,500 annually by the British Government and of permission to import free of duty the amount of opium required by the Palanpur State for *bonâ fide* home consumption, have been entered into on the one part by Colonel William Scott, Political Superintendent, Palanpur, under the authority of His Excellency the Governor of Bombay in Council on behalf of the British Government, and on the other part by His Highness Sher Mohomed Khanji Diwan of Palanpur on behalf of himself, his heirs and successors, who agrees to the following articles : —

ARTICLE I.

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in the State of Palanpur, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Guzeratti, and have agreed that they are prepared to permit His Highness the Diwan of Palanpur to import, free of duty. the amount of opium required by his State for *bona fide* home consumption, and have promised to grant him Rupees (31,500) thirty-one thousand and five hundred in full compensation annually for any diminution of

revenue caused by the loss as sources of income of transit duties on opium and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid by the local vendors and consumers and will form part of the revenue of the said State of Palanpur, His Highness the Diwan hereby promises and agrees that he will maintain an efficient preventive establishment at a cost of not less than Rupees (12,500) twelve thousand and five hundred per annum, and that he will use every effort to completely put a stop to the illicit importation of opium and that he will not allow opium legally obtained by him under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by His Highness that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved wilful violation of these terms, but that such privilege will not be withdrawn on account of isolated cases of smuggling.

ARTICLE II.

His Highness the Diwan of Palanpur further gives the assurance that all stocks of opium and juice which remained undisposed of on the 1st October 1878 in his State have been bought up by him and employed for the supply of his retail monopoly.

ARTICLE III.

In accordance with the wishes of Government, His Highness agrees to furnish half-yearly, to the Political Superintendent, a statement showing the amount of opium imported, and the amount sold during each half-year, the proceeds of the sales, and the balance of opium in hand in his State at the end of each half-year.

ARTICLE IV.

To the above stipulations His Highness the Diwan agrees on the condition that should any Native State in Guzeratti be hereafter allowed to grow and manufacture opium in the same manner as the Baroda State has been, a similar privilege shall be granted to the Palanpur State.

This agreement containing IV Articles was agreed to at Palanpur the twenty-first of September one thousand eight hundred and ninety-two between the Political Superintendent of Palanpur and His Highness the Diwan of Palanpur.

Signed in vernacular
His Highness the Diwan of Palanpur.
WILLIAM SCOTT, *Colonel,*
Political Superintendent, Palanpur.

Witnesses—
DULLABHJI DHARNESHI VED,
Chief Minister, Palanpur State.
DULI RAI GIRDHARLAL MEHTA,
Personal Assistant to the Political Superintendent, Palanpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

H. M. DURAND,

SIMLA; *Secretary to the Government of India,*
The 26th October 1892. *Foreign Department.*

No. XCVI.

ARRANGEMENT made by the BRITISH GOVERNMENT between HIS HIGHNESS the GAEKWAR OF BARODA and HIS HIGHNESS the DEWAN OF PALANPUR,—1892

Whereas His Highness the Dewan of Palanpur possesses certain rights in and over the Wantas of Chansol and Nagawasna situated in Baroda territory, which rights His Highness the Dewan is desirous of exchanging for an adequate compensation payable by the Baroda Darbar.

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by His Highness the said Dewan of Palanpur.

The Governor-General in Council has, with the consent of His Highness the Gaekwar of Baroda and His Highness the Dewan of Palanpur, made the following arrangement:—

1. The Baroda State will pay to His Highness the Dewan of Palanpur, his heirs and successors, year by year not less than fifteen days before the date on which the tribute payable by Palanpur to Baroda falls due, the sum of nine hundred rupees (₹900) Siccai currency through the Palanpur Political Superintendency, and on failure of payment on the day fixed interest shall accrue at the rate of ₹ 6 per cent. per annum. The payment of ₹900 per annum with any interest that may so accrue shall be under the guarantee of the British Government.
2. In consideration of the said annual payment all rights and interests of any description whatever of His Highness the said Dewan of Palanpur situated in the said Wantas of Chansol and Nagawasna are hereby absolutely transferred to His Highness the Gaekwar's Government without any reservation.
3. The Baroda Darbar will also pay to His Highness the Dewan of Palanpur a lump sum of eight hundred rupees (₹800) in commutation of any outstandings which may be due to the Palanpur Darbar by the cultivators of the said Wantas of Chansol and Nagawasna.

By order of the Governor-General in Council.

H. M. DURAND,

Secretary to the Government of India,
Foreign Department.

SIMLA;

The 21st October 1892.

No. XCVII.

DEED executed by the PALANPUR DARBAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the PALANPUR-DEESA RAILWAY,—1901.

I, Sir Sher Mahomed Khanji, Divan of Palanpur, G.C.I.E., hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Palanpur-Deesa Railway (including all land occupied for stations, for outbuildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

SHER MAHOMED KHANJI,
Divan of Palanpur.

The 16th April 1901.

No. XCVIII.

AGREEMENT PROHIBITING THE CULTIVATION OF HEMP IN THE PALANPUR STATE,—1904.

Form of Formal Acceptance.

1. That cultivation of hemp shall be entirely prohibited in the Palanpur State.

2. That the hemp drugs from time to time required for consumption in the Palanpur State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay. The importation to be regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay.

Note.—The warehouses established are central or bonded warehouses—
1. Ahmednagar City. Of the Ahmednagar District.
2. Belapur in Rahuri Taluka.
3. Vita in the Khanapur Taluka of the Satara District.
Bonded warehouses—
4. Bombay City.
5. Surat City.

3. That the Palanpur State will adopt such measures as shall from time to time appear to the British Government to be necessary for effectively preventing any export and any illicit import of hemp drugs across its frontiers

4. That the sale of intoxicating drugs within the Palanpur State shall henceforward be conducted by licensed vendors only.

5. That intoxicating drugs shall not be supplied by the State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time *plus* cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Abkari to be the approximate wholesale market price (ex-duty) of the drug.

6. That no licensed vendors in the Palanpur State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and the cost price referred to in clause 5 above.

7. That the system of taxation and control of hemp drugs in the State shall be henceforward assimilated in its general features to that in force in the neighbouring British Districts and that the Palanpur State will hereafter from time to time adopt and enforce any change made in the British system in this connection, which the Governor in Council, Bombay, shall, in the interest of the British intoxicating drugs revenue, desire it to adopt and enforce

8. That the State will furnish every half-year on the 1st October and 1st April to the British Political authorities of the Palanpur State with accurate accounts of the intoxicating drugs transactions of the Palanpur State in such form as may from time to time be prescribed by the Commissioner of Abkari, in consultation with the Political Agent, Palanpur.

R. V. PATWARI,
Chief Minister, Palanpur State.

PALANPUR,
The 13th August 1904.

No. XCIX.

SANAD granted to HIS HIGHNESS SIR SHER MUHAMMAD KHAN ZORAWAR KHAN, G.C.I.E., Dewan of PALANPUR,—1910.

I hereby confer upon you the title of Nawab as a hereditary distinction.

MINTO,
Viceroy and Governor-General of India.

FORT WILLIAM;
The 1st January 1910.

No. C.

ARTICLES of AGREEMENT concluded between the GUIKWAR GOVERNMENT and SHER KHAN BABEE BAHADOOR, NAWAB of SUMMEE and RADHUNPORE, by SUCCARAM MAHADEO, vested with powers for that purpose from HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, and under the advice of CAPTAIN JAMES RIVETT-CARNAC, Resident at BARODA,—1813.

ARTICLE 1.

Perpetual friendship shall be maintained between the Guikwar Government and Sher Khan Babee Bahadoor, Nawab of Summee and Radhunpore, his heirs and successors.

ARTICLE 2.

His Excellency the Nawab, his heirs and successors, engage to acknowledge the control of the Guikwar State under the mediation of the Honourable Company's Government in all external relations, and that he will have no communication of any description whatever with foreign powers except with the knowledge and sanction of the Guikwar Government.

ARTICLE 3.

The Guikwar Government shall never interfere in the internal concerns of the Radhunpore State; but in consideration of His Excellency the Nawab having recognised the supremacy of the Guikwar State, he (Nawab) consents to make an annual acknowledgment by presenting a horse and clothes through the Company's authority at the Guikwar Capital.

ARTICLE 4.

When an enemy invades the territories of Radhunpore, the Guikwar Government engages, by the advice of the Honourable Company's Government, to assist the Nawab with its forces in defending his dominions. It is, however, to be clearly understood that the Guikwar Government is not bound to assist the Nawab in the regulation of his internal government, but only against external attacks; on such occasions the Nawab engages to reimburse the Guikwar for the expenses which may be incurred by the equipment of its forces, which on no other account will enter the limits of the Radhunpore State.

Dated Camp near Pahlunpore, the 22nd day of Zilhej, 1228 Hegira, corresponding with the sixteenth day of December in the year of our Lord one thousand eight hundred and thirteen.

SEAL OF SHER KHAN BABEE.

Approved and confirmed by the Governor-General in Council on 28th January 1814.

No. CI.

TRANSLATION of an AGREEMENT entered into by the NAWAB of RADHUNPORE, SHER KHAN BABEE BAHADOOR, with the HONOURABLE COMPANY, on the 24th Ramzan 1235 Hegira, or the 6th July 1820.

That for a long time the depredations of the Khosas in my dependencies, the pargunnahs of Radhunpore, Summee, etc., have been great, and from that cause the depopulation and injury to them extensive; and as it was not in my power to restrain or expel the Khosas, I wrote describing my situation to the British Government.

The troops of that Government have in consequence been sent to my assistance, and have punished and expelled the Kh osas ; and as from this measure the safety and prosperity of my pergunnahs and people will be secured, I therefore agree of my own free will to the following Articles :—

ARTICLE 1.

I engage not to permit robbers or enemies of the government to remain in my dependencies, nor will I allow any Rajpoots or Koolees to remain in my districts and molest or plunder the territories of the Honourable Company, of His Highness the Guikwar, or those of any other State, nor will I maintain any sort of connexion with the Khosas.

ARTICLE 2.

In order to promote the chastisement of the Khosas or other robbers, every intelligence of them shall be communicated to the troops of the Sircar wherever they be stationed, and no exertion equal to my ability in their punishment shall be wanting, and on every occasion whatever force of foot or horse I have shall accompany the troops of the government.

ARTICLE 3.

As the British troops came here in consequence of my letters and complaints and have expelled the Khosas, and as my districts and ryots will derive great advantages from their exertions, it becomes incumbent on me, as in these arrangements the British Government has expended and will have to expend considerable sums of money, that I should aid, in proportion to my means, in discharging this expense. I therefore agree to pay an amount yearly in proportion to my means, and as the government may direct.

The above three Articles should be duly executed and observed in all respects.

THE SEAL OF THE NAWAB OF RADHUNPORE.

WM. MILES, *Captain,*
and Agent.

No. CII.

ENGAGEMENT entered into with CAPTAIN PRESCOTT, Political Superintendent, PALANPUR, by HIS EXCELLENCY ZURAWAR KHAN BABI, NAWAB of RADHANPUR, transferring his SHARE of the ANWURPUR SALT PANS to the HONOURABLE COMPANY,—1840.

1. His Excellency the Nawab cedes his share of the Anwurpur salt pans, relinquishing all right and concern therewith to the Honourable Company, who are to have whole power to increase or diminish the price of salt or entirely prevent

its manufacture, and the Nawab further engages to open no new salt works without the permission of the British Government.

2. Conformable to Government instructions of 24th October 1839, the Nawab will continue to abstain from levying transit duties on salt, and further engages to prevent Ghassya salt passing through his district.

3. Under the above arrangement the Nawab will receive yearly from the British Government Company's rupees ten thousand five hundred (10,500) in full compensation for his previous receipts from the pans, his transit duties on salt, and his realizations from Ghassya. But the payment of his compensation is conditional on the Nawab's not encouraging the traffic in Ghassya salt, or any measures which may check the resort of dealers to the Anwurpur or other Government salt works.

4. The Nawab will be permitted yearly to receive free of duty from the Anwurpur pans, Indian maunds 262½ or Guzerati maunds 525 of salt for the use of his Darbar, and, should the Anwurpur pans be closed, to receive the same from some other Government salt works.

5. Such payments as have hitherto been made at Anwurpur for charitable purpose will be continued, and to enable him to discharge the same the Nawab will receive yearly from the Honourable Company, Company's Rs. 548 and 176 Guzerati maunds (Indian maunds 88) of salt to be distributed agreeably to the accompanying Yad.

6. The limits of the salt pans will be fixed and marked out, and the Agrias (salt manufacturers) will not be permitted to encroach on other lands: but if such should be required by them, the limits will be extended, land being ceded to them at a reasonable price.

7. The Nawab will continue to levy his viras and wujeh (land-tax on produce) as heretofore from such of the Agrias as are his subjects, but they shall be subject to no extra tax on account of salt. While residing in the Nawab's territory, they will be subject to his authority in all other matters except salt, but the jurisdiction over the salt pans having been ceded to the Honourable Company, shall be exercised solely by its agents.

8. The amount specified in the 3rd and 5th paragraphs, *viz.*, Company's Rs. 11,048, will be paid yearly from the Government Treasury at Ahmedabad, after the close of the year, on the 10th January, to an agent of the Nawab's provided with a written application from him to the Collector.

9. The engagement is to have effect from the 1st January 1840 =25th day St. A. H. 1255.

Signed and sealed at Radhanpur, 15th April 1840 = 12th Suffur A. H. 1256.

NAWAB OF RADHANPUR'S SEAL.

C. B. PRESCOTT,

Political Superintendent, Palanpur.

CAMP RADHANPUR;

The 15th April 1840.

Yad referred to in paragraph 5 above.

Charitable allowances for five years as taken from accounts :—

Sumvut 1888 A. D. 1831-32	686	3	24
„ 1889 „ 1832-33	487	1	44
„ 1891 „ 1834-35	740	3	93
„ 1892 „ 1835-36	412	3	65
„ 1893 „ 1836-37	604	1	87
TOTAL	2,932	1	13
Equal to Company's Rs. 548-0-35 at 107 Seecas per 100 Company's Rupees	586	1	82 2/5
	Average for one year.		

Yearly rates of salt on which duty is to be remitted to enable the Nawab to dispense charitable and religious donations :—

	Maunds.
For Samee Gudagir Gossain of Gudagir	40
„ Byragy Ballukdas temple at Gochunt	20
„ Byragy Jeramdas of Radhanpur temple	25
„ Byragy Ballukdas of Abumes	10
In charity distributed by Bandri Virchuri Anwurpur	25
To three temples at Anwurpur	15
„ the Huthuts of Koer	10
Desye Wukatsing and Omirsing of Anwurpur	31
TOTAL	176

C. B. PRESCOTT,
Political Superintendent, Palanpur.

No. CIII.

AGREEMENT between LIEUTENANT-COLONEL FREEMAN HENRY JACKSON, Political Superintendent, Palanpur, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL on behalf of the BRITISH GOVERNMENT and MAJOR MALCOLM THOMAS LYDE, Administrator, RADHANPUR STATE, on behalf of minor NAWAB MAHOMED SHER KHAN of RADHANPUR on behalf of himself, his heirs and successors regarding the manufacture, consumption, and sale of OPIUM in the RADHANPUR STATE,—1897.

Whereas in accordance with the existing relations between the British Government and the Radhanpur State the cultivation of poppy and the manufacture of opium are prohibited in the Radhanpur State and no opium may be consumed in the said Radhanpur State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in considera-

tion of the covenants on the part of the Radhanpur State hereinafter contained the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said Radhanpur State for consumption therein in accordance with the said covenants.

2. The Administrator, Radhanpur State, on behalf of the minor Nawab agrees with the British Government with reference to all former agreements on the same subject matter as follows, *viz.* :—

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

(*a*) by direct importation from Malwa and Rajputana or

(*b*) by purchase in Bombay or

(*c*) by purchase at any convenient opium depot of the British Government

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

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Ahmedabad.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Ahmedabad.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Ahmedabad.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political Authorities of Palanpur Superintendency in such form as the Governor in Council of Bombay shall after consulting the Political Superintendent Palanpur from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Radhanpur State duly fulfils the foregoing covenants the whole of the duty payable to the British Government on any opium conveyed into the territory of the Radhanpur State in accordance with the relations between the British Government and the Minor Nawab as recited in the preamble to this Agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the whole of the amount of the duty which has been so paid shall be refunded to the Radhanpur State.

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alteration shall release the said Radhanpur State from any of the covenants performable by him under this Agreement.

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

Dated at Radhanpur this 16th day of February 1897.

M. T. LYDE, *Major*,
Administrator, Radhanpur.

F. H. JACKSON, *Lieut.-Col.*,
Political Superintendent, Palanpur.

Similar Agreements were executed by the Chiefs of Tharad and Wao on the 19th and 15th May 1897 respectively.

No. CIV.

AGREEMENT prohibiting the cultivation of HEMP in the RADHANPUR STATE,—1904

Form of Formal Acceptance.

1. That cultivation of hemp shall be entirely prohibited in the Radhanpur State.

2. That the hemp drugs from time to time required for consumption in the Radhanpur State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay. The importation to be

regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay.

3. That the Radhanpur State will adopt such measures as shall from time to time appear to the British Government to be necessary for effectively preventing any export and any illicit import of hemp drugs across its frontiers.

4. That the sale of intoxicating drugs within the Radhanpur State shall hence forward be conducted by licensed vendors only.

5. That intoxicating drugs shall not be supplied by this State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time *plus* cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Abkari to be the approximate wholesale market price (*ex*-duty) of the drug.

6. That no licensed vendors in the Radhanpur State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and cost price referred to in clause 5 above.

7. That the system of taxation and control of hemp drugs in this State shall be henceforward assimilated in its general features to that in force in the neighbouring British districts and that the Radhanpur State will hereafter from time to time adopt and enforce any change made in the British system in this connection which the Governor in Council of Bombay shall in the interest of the British intoxicating drugs revenue desire it to adopt and enforce.

8. That the State will furnish every half-year on the 1st October and 1st April the British Political authorities of the Radhanpur State with accurate account of the intoxicating drugs transactions of the Radhanpur State in such form as may from time to time be prescribed by the Commissioner of Abkari in consultation with the Political Agent Palanpur.

N. S. COGHILL, *Captain*,
Administrator, Radhanpur State.

RADHANPUR,
The 16th April 1904.

No. CV.

SANAD granted to HIS HIGHNESS THAKOR SAHEB SHRI LAKHDHIRJI WAGHJI, THAKOR SAHEB of MORVI, WESTERN INDIA STATES,—1926.

I hereby confer upon Your Highness the title of Maharaja as a hereditary distinction.

IRWIN,
Viceroy and Governor-General of India,

SIMLA ;
The 3rd July 1926.

No. CVI.

AGREEMENT entered into by the GONDUL DURBAR for the construction of a TELEGRAPH LINE, —1874.

Whereas the State of Gondul is desirous of having a line of telegraph constructed from Rajkot to Dhorajee *via* Gondul, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Captain Augustus Marshall Phillips, Assistant Political Agent in charge Gondul, duly empowered by the Administration of Gondul on that behalf :—

1. The British Government agrees to construct for the Gondul State a line of telegraph, consisting of one wire, to be carried on standards to be erected between Rajkot and Dhorajee *via* Gondul, at a cost of Rupees (31,200) thirty-one thousand and two hundred, more or less, and the State of Gondul agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Gondul and Dhorajee Telegraph Offices shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Rajkot and Dhorajee *via* Gondul ; but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Gondul agrees to make good the deficiency ; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Gondul.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Gondul State on terms and conditions to be agreed upon at the time between the Gondul State and the Government of India.

4. The line shall be called "The Gondul-Dhorajee Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Gondul State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Gondul, and the balance shall be adjusted without delay.

6. The State of Gondul agrees to apply to the Gondul-Dhorajee line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Gondul agrees to apply to the Gondul-Dhor ee Telegraph line any Rules or Regulations that are now, or may hereafter be, made applicable to lines of telegraph in British India. The British Government will under-

take to furnish the Gondul State with accurate translations of suchActs, Rules and Regulations.

8. The State of Gondul agrees that the Gondul-Dhorajee Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

W. W. ANDERSON, *Colonel*,
Political Agent.

A. M. PHILLIPS, *Capt.*,
Asst. Poltl. Agent, in charge Gondul State,
for *Thakor Saheb Bhugwutsingjee.*

GONDUL,
The 11th July 1874.

No. CVII.

AGREEMENT between THAKOR SAHEB SHRI BHAGWATSINGJI, Chief of Gondal, in HALAR, and COLONEL JOHN W. WATSON, Political Agent in KATHIAWAR,—1886.

Whereas it has been considered expedient by the British Government to transfer its civil station from Manekvada within the limits of the Junagad State to Jetalsar within the limits of the Gondal State;

And whereas a certain plot of ground forming the piece and parcel of land hereinafter specified and situate in the village of Jetalsar of mahal Dhoraji of the Gondal State is required to be occupied by the British Government for the purpose of establishing the said civil station thereon;

And whereas the Thakor Saheb of Gondal is willing to assist the British Government in this behalf;

The said Thakor Saheb of Gondal agrees to assign, on payment of the annual rent specified below, the said plot of ground unto the Government of Bombay for as long as it may be required by that Government for the purpose of a civil station, subject to the conditions hereinafter mentioned and agreed to by both parties to this agreement.

The land in question measures 550 acres, as per map appended; the boundaries are as follows:—on the north-west the land of moje Mandlikpar belonging to the Junagad State and the line of the Bhavnagar-Gondal Railway; on the south and south-west the land of moje Sankhli belonging to the taluka of Jetpur and the land of moje Mandlikpar belonging to the Junagad State; and on the north-east the proposed line of the Railway extension from Jetalsar to Veraval.

The sum of Rs. 1,800 shall be paid annually as rent for this land by the British Government to the Gondal State and the whole plot in question is to be at the absolute disposal of the British Government during occupancy.

The right to cut wood or graze cattle in the said land shall vest in the British Government, but no privilege of cutting wood or grazing cattle or in any way making use of any other Gondal land outside the limits of the land hereby assigned to it by this agreement shall be claimed by the British Government or the residents of the new station.

The civil and criminal jurisdiction in respect of all causes of action that may arise or of all crimes that may be committed within the limits of the land hereby assigned to the British Government shall vest in the British Government. But it is understood and agreed by both parties to this agreement that this is in no way to affect the jurisdiction of the Gondal State in respect of all civil actions the cause of which may arise or of all crimes which may be committed outside the limits of the land hereby assigned to the British Government, but within the limits of the Gondal State ; and that the inhabitants of the Gondal State who may reside or live in the new station or possess property therein are not to be thereby entitled to any assistance from or protection by the British Government.

The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

Certain custom duties called "Mandvi" are now levied by the Gondal State on all articles of trade exported from and imported into the village of Jetalsar. These the Gondal State shall continue to levy in the village of Jetalsar as well as on goods exported from the new civil station, subject to such variations and modifications in rates, etc., as the Gondal State may from time to time think advisable to make, with this reservation, however, that no increase of the custom dues on goods exported from the civil station shall be made without the consent of the Political Agent, and that the rates and rules for the levy of these dues shall always be uniform for the Jetalsar village and the new civil station.

It is agreed between both parties to this agreement that should it be found necessary by the British Government hereafter to expand the station beyond the limits of the land hereby assigned to it, the expansion shall be made by the British Government taking, and the Gondal State giving, such further land of the Jetalsar village as may be convenient to both parties, and on such conditions as may be agreed upon between them at the time. The station shall not be extended under any circumstances by taking up any land belonging either to the Junagad State or the Jetpur Taluka.

It is further agreed between both parties to this agreement that should the British Government find it expedient at any time to relinquish the occupancy of the land hereby assigned to it by removing the station elsewhere or otherwise the land must be returned to the Gondal State and to no other, on condition that while the Gondal State would not thenceforward be entitled to claim and receive from the British Government the annual rental thereof, the British Government would not be entitled to claim and receive from the Gondal State the cost or rent or any set-off whatever in respect of the buildings and other properties constructed and standing thereon at the time of such relinquishment

The right of levying excise duty on spirituous liquors, both country and foreign, on opium and on bhang, ganja and other intoxicating drugs within the limits of the land hereby assigned to it shall vest in the British Government, but it is agreed that the liquor and other contractors' licenses or farms are not to extend beyond the limits of the civil station.

Should a cotton market be established hereafter within the limits of the new station, the question of its maintenance and of any consequent change in the rates of Mandvi dues on cotton levied by the Gondal State shall be dealt with in, and form the subject of, a fresh agreement.

EDINBURGH,
The 28th July 1886.

BHAGWATSINGJI,
Thakor Saheb, Gondal.

CHARLES WODEHOUSE, *Lieut.-Colonel,*
Acting Political Agent.

RAJKOT,
The 11th October 1886.

For Colonel JOHN WHALEY WATSON,
Political Agent, Kathiawar.

No. CVIII.

ADOPTION SANAD granted to the THAKOR SAHEB of GONDAL,—1889.

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 Hindu Law and to the customs of your race will be recognised 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.

LANSDOWNE,
Viceroy and Governor-General.

SIMLA,
The 1st August 1889.

No. CIX.

SANAD granted to HIS HIGHNESS THAKOR SAHEB SIR BHAGVATSINHJI SAGRAMJI, G.C.I.E., THAKOR SAHEB of GONDAL, WESTERN INDIA STATES,—1926.

I hereby confer upon Your Highness the title of Maharaja as a hereditary distinction.

IRWIN,

Viceroy and Governor-General of India.

SIMLA;

The 3rd July 1926.

No. CX.

ARTICLES of AGREEMENT with SEEDEE HILLOL, on the part of himself and the Inhabitants of JAFFERABAD, dated the 3rd January 1761.

Seedee Hillol professes himself a servant of Seedee Yacood Khan, of Jinjeerah, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors.

Seedee Hillol having received many favours from the Honourable English Company, and being promoted to the Foujdary of Jafferabad by their interest and intercession with his master, Seedee Yacood Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jafferabad, has entered into the following Articles as the foundation of a firm and lasting peace, *viz.* :—

ARTICLE 1.

That a strict friendship is now entered into between the English in all parts of India and the inhabitants of Jafferabad, *alias* Musafarabad.

ARTICLE 2.

That no boats or vessels, with English passes and colours, shall be molested on the high seas, or elsewhere, by those of Jafferabad; and all Jafferabad trading boats, with Seedee Hillol's pass and colours, be treated as friends by the English.

ARTICLE 3.

All boats and vessels of both parties, being in distress, and going into the ports of one another, shall have all possible assistance afforded them. and liberty given to go away when they please, as is customary between friends

ARTICLE 4.

That the merchants of Bombay and Jafferabad have free liberty of trade to those and all other parts under their respective jurisdictions on paying such duties as are established now or may hereafter be settled.

ARTICLE 5.

That the Honourable Company's cruisers shall not be subject to anchorage, or any other fees of that nature, paid by merchants' boats.

ARTICLE 6.

The inhabitants of the adjoining country of Jafferabad often making use of the name of Jafferabad merchants, to get the Honourable Company's pass and afterwards employ their boats in pirating, it is agreed that Seedee Hillol shall give letters to merchants only, and those such as he is well assured are fit to be trusted; and that none but such as produce his letters shall have the Honourable Company's pass granted them.

ARTICLE 7.

Seedee Hillol promises not to give his pass to any of the Jafferabad cruising boats, not to those of Sultanpore, or any pirates whatever.

ARTICLE 8.

In case any Jafferabad boats are taken or detected in molesting, seizing or plundering any vessel, with English pass and colours, the Honourable Company may treat such boats and their crews in what manner they please.

ARTICLE 9.

That Seedee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE 10.

As Seedee Hillol is desirous of increasing the trade of Jafferabad, he has requested that the merchants of that place who shall procure his pass may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since: it is agreed that the Honourable the President and Council shall recommend to the Chief and factors at Surat to procure from the government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever.

ARTICLE 11.

Seedee Hillol faithfully promises to use his endeavours to bring the Sultanpore Koolies to Articles of Agreement not to molest the ports of Broach, Jamboseer,

Cambay, Gogo, etc., and in case the Koolies will not be prevailed upon in this point, Seedee Hillol engages to join with us in an expedition against them; he with his land forces, and we with our fleet.

ARTICLE 12.

The city of Surat and the town of Bhownuggur being under the protection of Surat Castle, now in possession of the Honourable Company, by virtue of the King's royal Firman, the merchants and inhabitants of both places are comprehended in this Treaty; therefore, should they be treated with violence in their trade or persons by the Jafferabad boats or forces, the Honourable Company will resent it.

ARTICLE 13.

In case any vessels or boats shal be wrecked on the coast of Jafferabad or anywhere within its jurisdiction, belonging to the English, Seedee Hillol faithfully promises that all assistance shall be given suitable to the occasion; and should their vessels, their cargoes, sails, stores, etc., afterwards be saved every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever; and the Honourable Company engage to do the same by any trading vessels or boats belonging to Jafferabad, which may have Seedee Hillol's pass and colours, and meet with the like misfortune in any port or place of their jurisdiction.

In confirmation of the foregoing Articles, the seals of the Honourable Company and Seedee Hillol are affixed to two papers, of the same tenor and date, one to remain with the Honourable the President and Council of Bombay, and the other with Seedee Hillol.

Bombay, the 3rd January 1761 or the 25th of Jamudilavul 1174.

No. CXI.

DEED executed by the PALITANA DARBAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the SIHORE-PALITANA RAILWAY,—1910.

I, W. C. Tudor-Owen, Esq., I.C.S., Administrator, Palitana State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Sihore-Palitana Railway (including all lands occupied for stations for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

W. C. TUDOR-OWEN,
Administrator, Palitana State.

CAMP PALITANA;
The 18th May 1910.

No. CXII.

AGREEMENT arrived at between the THAKORE SAHEB of PALITANA as representing the PALITANA DURBAR, and SHETH ANANDJI KALIANJI as representing the SWETAMBER MURTIPUJAK JAIN COMMUNITY OF INDIA,—1928.

1. The Shatrunjaya Hill is situate within and forms portion of the Palitana State, subject to the limitation laid down and the rights of the Jains defined in Resolution No. 1641, dated the 16th March 1877.

2. The Jains are entitled to use, for religious purposes and purposes incidental thereto, all lands, trees, buildings and structures within the Gadh walls and manage the said religious properties without any control or interference on the part of the Durbar except for Police purposes.

3. The Jains shall be at liberty, without any permission, to rebuild (when necessary) repair and maintain the Gadh walls, provided that in doing so they do not alter the present dimensions or situation thereof. They will, however, be at liberty to raise such portion of the Gadh wall as forms part of any of the existing temples, while raising the height of any such temple to the extent necessary to make the same, one of the walls of the said temple. They will further be at liberty to raise other portions of the said Gadh walls up to a maximum height of 25 feet.

4. The Jains shall manage the temples on the hill and outside the Gadh walls without any interference on the part of the Durbar.

5. The Paglas, Dehris, and Chhatris on the hill outside the said Gadh walls belong to the Jains as well as the Kunds and the Visamas, subject, as to the last two, to the user thereof by the public and the Jains can repair them without permission.

6. The Palitana Durbar will also maintain and repair the channels (natural corrses) feeding the said Kunds.

7. The Jains shall be at liberty without any permission, to maintain and repair at their cost, the road with the parapet walls called the 'Mota Rasta' leading to the said Gadh from the foot of the hill, subject to the user of the said road by the public.

8. The Palitana Durbar will maintain and repair at their cost the paths mentioned below :—

1. Mota Rasta stretching to Sripuja tank.
2. Gheti Payag.
3. Rohishala Kedi.
4. Chha gau rasta.
5. Shatrunji river Kedi.
6. Dodh gau Rasta.
7. Branch roads joining the Chha gau rasta and other commencing from Rohishala road and meeting the Chha gau road ;

and the Jains will have free access thereto and thereon.

9. The Jains will have control and management of the non-Jain shrines mentioned in Mr. Candy's report including the shrine of Ingarshah Pir and excluding the temple of Mahadev. The said temple of Mahadev shall be enclosed by a wall separating it from the Gadh wall and an independent access from outside the Gadh wall will be provided thereto. In so doing the Bhim and Suraj Kunds will be left outside the Mahadev limits.

10. The Jains will have the right to prescribe all reasonable rules and regulations for the conduct of visitors to the Gadh, the temples and tanks therein as well as the other shrines on the hill; but such rules and regulations as regards the non-Jain shrines shall not interfere with their due and proper worship thereat.

11. The line of the said Mota Rasta and the situation of the said temples, paglas, dehris, chhatris, visamas and the kunds on the hill and outside the Gadh will be marked on a map * which will form part of this Agreement. The said map shall be duly identified.

12. The Palitana Durbar will not levy any duties or taxes on ornaments and jewels brought by Sheth Anandji Kalianji for the decoration of the images in the Jain temples, and this exemption will be granted on a declaration made by the Munim of Sheth Anandji Kalianji.

13. That in the case of any dispute arising out of or relating to the rights of the Jains in this Agreement mentioned and in carrying out the terms of this Agreement the Ruling Prince of Palitana State would in his executive capacity, on the application of the Jains in that behalf decide the matter and if the Jains feel aggrieved by any such decision, they will be entitled to approach the Agent of the Governor-General, who, after hearing the parties, will give his decision and either party will have the right to appeal therefrom to the higher authorities in due course.

14. The Palitana Durbar agrees to receive and the Jains agree to pay a fixed annual sum of Rupees sixty thousand for 35 years. This obligation will have effect from 1st of June 1928 and the first payment will be made on the 1st of June 1929 and on corresponding dates in subsequent years during the said period of 35 years. In consideration of the above payment and the subsequent annual payments the Durbar agrees not to levy any further dues of any kind from the Jains on account of pilgrimage taxes. This payment includes protection, Malnu, etc.

15. At the expiration of the said period of 35 years, either party shall be at liberty to ask for a modification of the said fixed annual sum and it will rest with the British Government, after hearing the parties, to grant or withhold such modification. The amount of the fixed annual sum and the period during which the same shall remain in force shall be determined by the British Government at the expiration of each such period.

16. In the event of the said annual payment not being made within a month from the due date thereof the Agent to the Governor-General will determine the course to be followed by the Palitana Durbar.

* Not reproduced.

17. The orders of the Government of Bombay contained in their Resolution No. *183-T*, Political Department, dated the 5th of July 1922 and No. *S. 44-1-6*, Political Department, dated the 25th of May 1923 and those of the Secretary of State for India conveyed as per letter No. *1281-B*, dated the 9th of October 1924, from the said Government are superseded in so far as they or any part thereof are contrary to or inconsistent with this Agreement.

18. All the appeals and memorials of the parties hereto regarding matters dealt with by this Agreement shall be deemed to be disposed of by this Agreement.

19. The expression Durbar means and includes the Palitana State and the expression 'Jains' means and includes the Swetamber Murtipujak Jain Community of India represented by Sheth Anandji Kalianji and their successors.

20. This Agreement is produced by the parties and ratified by the Government of India.

Dated this 26th day of May One thousand nine hundred and twenty eight, Simla.

BAHADURSINHJI,
Thakore Saheb of Palitana.

KIKABHAI PREMCHAND.

KASTURBHAI M. NAGARSHETH.

MANEKLAL MANSUKHBHAI.

SARABHAI DAHYABHAI SHETH.

AMRATLAL KALIDAS.

PRATAPSINH MOHOLALBHAI.

Accredited Representatives of the Jain Community of India.

Signed in our presence.

C. H. SETALVAD.

B. BHULABHAI J. DESAI.

Ratified by the Government of India this 26th day of May 1928 at Simla.

IRWIN,
Viceroy and Governor General.

SIMLA;
The 26th May 1928.

No CXIII.

DEED executed by the THAKORE SAHEB OF LIMBDI ceding to the BRITISH GOVERNMENT full CRIMINAL and certain CIVIL JURISDICTION over the lands in the State occupied by the DHOLKA-DHANDHUKA RAILWAY,—1925.

I, Thakore Saheb Shri Daulatsinhji, K.C.I.E., Thakore Saheb of Limbdi State, hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by the Limbdi State in the portion of Limbd territory which has been assigned and made over for the purpose of the Dholka-Dhandhuka Railway to be exercised by the Government of India in the Political Department so long as the land may be required for the Railway and to be restored to me or my successor when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Limbdi State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and generally to the maintenance of peace and order.

I also agree to cede to the Government of India in the Political Department the civil jurisdiction, short of sovereign rights, over the abovementioned territory in regard to matters concerning the Dholka-Dhandhuka Railway so long as the territory is in the occupation of the said Railway, provided that all other civil jurisdiction shall continue to be exercised as heretofore by the Limbdi State.

DAULATSINHJI,

1925. *Thakore Saheb of Limbdi*

No. CXIV.

TRANSLATION of a LETTER from JHAREJA SOORAJEE of RAJKOT, to J. P. WILLOUGHBY, ESQ., POLITICAL AGENT, dated Shrawun Vud 10th, Sumwut 1892, corresponding with 18th August A.D. 1835.

Your letter of the 20th June has been received. You have therein written that I am to pay a fine of Rupees 12,000. My circumstances are insufficient to enable me to pay this sum at once. I beg, therefore, you will do me the favour to settle some way in which I can do it. You have further written that I am to inform you beforehand of births likely to take place in my family. This is well, and I shall do so. In regard to your request that I should furnish security to abstain from the custom of putting my daughters to death in future, I beg to state that I am determined to renounce the custom. My possessions are entirely under the Sircar; but if, notwithstanding this, you should wish me to give security, I shall duly furnish the same. I have, agreeably to your orders, banished Mehtas Balwunt Joeta, and Dulputram Kooshall from my talooka. In respect to Patel

Lukmon's mother and the other persons who gave evidence in my case, or any of their relations, not suffering, as you have written, any harm at my hands, I beg to state that Patel Lukmon is as a son of the Durbar, and there is no one higher in its estimation than he is. I have, notwithstanding, this day called him into my presence, and spoken to him in terms of encouragement and confidence before four Sowkars and two other persons, whom I had summoned on the occasion. The proclamation regarding the daughters of Jharejas, which you have transmitted, has been received, and I shall take the measures it directs. Whatever the Sircar does is designed exclusively for our good, and I am therefore obedient to its wishes. I beg you will fix some way in which I can pay the fine imposed on me, and withdraw the attachment on my talooka. The character of my place depends on the Sircar.

Rajah Chundersinghjee of Wankaneer writes as follows :—

Whereas the Jhareja people formerly put their daughters to death, thereby committing a sin of great enormity, and Colonel Walker, in Sumwut 1864, caused them to enter into engagements to abandon the inhuman custom and preserve their female offspring for the future ; but notwithstanding this the Chief of Rajkot, Sirdar Jhareja Soorajee, disregarded and broke this engagement, and put a daughter to death, which case of infanticide was investigated in the month of October 1834, and the crime proved by means of witnesses ; it therefore became necessary to call upon him to furnish security that he would not commit such a dreadful deed in future, and he has named me ; I therefore agree to become perpetual security for him, and accordingly execute this writing, to the effect that Jhareja Soorajee shall inform the Sircar whenever the birth of a child may be expected in his family, and that he shall never injure or threaten Patel Lukmon's mother, or any other people or their relation he who may have given evidence in the case of infanticide against him ; that he shall act agreeably to, and maintain the engagements formerly effected by the Sircar for the preservation of the daughters of Jharejas, and the proclamation, dated 22nd November 1834, issued on the same subject ; and that Jhareja Soorajee shall punctually inform the Sircar of any breach of these engagements which may occur within his talooka. I have become security for him in case he may not inform the Sircar of any case of infanticide coming within his knowledge, or uphold and maintain the engagements for the abolition of this horrid custom, and am therefore bound to see the same done, and responsible to government for any breach that may hereafter arise.

This writing is duly signed, Ashad Soodh 15th, Sumwut 1891 (corresponding with 6th October A.D. 1835).

JHALLA CHUNDERSINGJEE,
and for him by KOOER WUKUTSINGJEE.

Similar security from the Chief of Kotra Sangana.

No. CXV.

AGREEMENT between the REGENT LADY NANEEBA on behalf of THAKOOR JHAREJA BAWAJEE of RAJKOT in HALLAR (a minor) and MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR,—1863.

ARTICLE 1.

The Rajkot Thakoor, for the purpose of assisting government in establishing a civil station on its own ground at Rajkot, willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of ground situated on the west or left bank of the Ajee river.

ARTICLE 2.

A map* of the land, which measures about 385 acres, is appended.

ARTICLE 3.

The west half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

ARTICLE 4.

Certain garden lands situated within the station limits, measuring 89,890 square yards, to the extent of ten kos (water-bags) irrigation on three wells, granted in charity to certain brahmins, shall be continued in the holder's possession in enam tenure, but the same shall be considered as included within the station jurisdiction.

ARTICLE 5.

The sum of Rupees (1,500) one thousand five hundred as compensation for the loss sustained by the Rajkot State is to be permanently deducted from the tribute payable by Rajkot to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds, with the exception of the garden grants referred to in the foregoing Article.

ARTICLE 6.

No privilege of grazing cattle, or of in any way making use of any Rajkot land outside the limits assigned, is to be claimed by the authorities or the inhabitants of the civil station.

ARTICLE 7.

A site of not less than fifty yards square is to be given to the Rajkot Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

* Not reproduced.

ARTICLE 8.

It is to be understood by both parties that the establishment of this civil station in the vicinity of Rajkot is not in any way to affect the civil jurisdiction of the Rajkot State, and that the inhabitants of Rajkot, who may live in the civil station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Rajkot territory.

ARTICLE 9.

In the same manner the criminal jurisdiction of the Rajkot State is not in any way to be prejudiced or curtailed by the establishment of the civil station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

ARTICLE 10.

The authorities in the civil station are not to possess any right to forced labour or any privilege of making requisitions for the services of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from the other tributary States.

ARTICLE 11.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the custom of the country is allowed. This duty must, however, cease if it should be generally relinquished in the province.

ARTICLE 12.

The Durbar are not to possess the right of levying this transit duty in the civil station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

ARTICLE 13.

In case that government should at any time abandon the station, the land must be returned to the Rajkot State, and not to any other talooka; and the payment of Rupees (1,500) one thousand five hundred yearly to be made on the part of British Government must cease. But, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

ARTICLE 14.

A passage shall be left on the bank of the river along which cultivators and cattle of the town of Rajkot shall be allowed freely to pass.

ARTICLE 15.

An assistant officer is to have charge of the Agency Bazar in order that appeal from either party may lie in the political Agent's Court.

ARTICLE 16.

No person shall be enticed into the civil station, but once permanently residing there will cease to be subject to the Rajkot Durbar. Such residence will not give any claim to the protection of the Agency regarding landed and other property within the jurisdiction of the Rajkot Durbar.

ARTICLE 17.

Claims regarding robberies occurring within the station limits shall be disposed of according to the general custom of the country.

ARTICLE 18.

At the special request of the Rajkot Durbar, it is agreed that no persons are to be allowed to fish in the Ajee river opposite the town of Rajkot, or for one mile up stream, or in that portion of the small stream on the north of the town from the bridge to where it joins the Ajee river.

R. H. KEATINGE,
Political Agent.

RAJKOT,
25th September 1863.

No. CXVI.

ADOPTION SANAD granted to the THAKUR of RAJKOT,—1890.

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 Hindu Law and to the customs of your race will be recognised 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.

LANSDOWNE,
Viceroy and Governor-General of India.

CALCUTTA,
The 16th December 1890.

No. CXVII.

AGREEMENT between RAJ SINGJEE THAKOOR of WUDWAN, in JHALAWAR, and MAJOR R. H. KEATINGE, V C, POLITICAL AGENT in KATTYWAR,—1864.

The Thakoor, for the purpose of assisting Government in the administration of the district of Jhalawar willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of land situated on the north or left bank of the river Bhogowa opposite the village of Ruttunpore, for the purpose of establishing a British station.

The land measures about 1,760 yards, or one mile east and west, and one thousand yards north and south. A map of the ground is appended.*

The northern half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

The sum of Rupees 2,250 (two thousand two hundred and fifty) as compensation for the loss sustained by Wudwan in assigning this land, is to be permanently deducted from the tribute payable by Wudwan to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or of in any way making use of any Wudwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station.

A site of not less than fifty yards square is to be given to the Wudwan Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

It is understood by both parties that the establishment of this station in the vicinity of Wudwan is not in any way to affect the civil jurisdiction of the Wudwan State; and that inhabitants of Wudwan, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wudwan territory.

In the same manner the criminal jurisdiction of the Wudwan State is not in any way to be prejudiced or curtailed by the establishment of the station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

* Not reproduced.

Certain custom duties are levied in the city of Wudwan, as in other cities under native rule, on all goods that change hands or are stored within the walls, but goods merely passing through in transit from one place to another only pay "cheela" or transit duty.

The authorities of Wudwan having expressed a fear that in case of merchants establishing themselves in the station, and their having no right to custom duty on their trade, these collections in Wudwan might be very injuriously affected, it has consequently been agreed—

1. That the Wudwan Durbar is to take no *Dan Zucaat* or any description of custom duty on grain, merchandise, cattle, forage, or fuel passing into the station for the use of the inhabitants.

2. On all such articles leaving the station, the Durbar may collect a custom duty according to the separate statement annexed.

3. In case the Durbar should hereafter lessen their customs duty in Wudwan, a proportional decrease is to take place in the rates levied on the departure of goods from the station, but no increase is to be made to the rates levied on station goods without the consent of the Political Agent or other chief civil authority in Kattywar.

4. The Durbar are not to possess the right of levying this duty in the station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

5. As a portion of the land taken for the station belongs to the town of Doodrej, the Durbar is to pay seven per cent. of its collections under this agreement to the proprietors of that place.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, the land must be returned to the Wudwan State, not to any other talooka, and the payment of Rs. 2,250 (two thousand two hundred and fifty) yearly to be made on the part of the British Government must cease, but, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

At the special request of the Thakoor, it is agreed that no persons are to be allowed to fish in the Bhogowa river opposite the city of Wudwan, or for one mile east or west from its walls.

R. H. KEATINGE,
Political Agent.

Statement showing the amount of Import and Export Duties fixed to be levied in the Wudwan Talooka.

No.	Name of Articles.	Per	Amount now fixed on account of import and export duties in small maunds.	Amount to be levied in maunds of 1,000 tolas.	Remarks.
1	Grain Tull or oil seed	Kulsee	1 8 0	1 14 0	
2	Toor, Daul and Rice Sugarcandy, Sugar soft, Betelnuts, Tobacco, Jaggery, dry Dates, wet Dates, Dhuna, Cummin, Chillies, Iron, Moura, etc.	Maund	0 2 0	0 2 6	
3	Cotton Seeds	Six maunds	0 2 0	0 2 6	
4	Ghee Cussoomba, Soorungee, Wax, etc.	Maund	0 3 0	0 3 9	
5	Oil Khankun, Alum, Putung, and Pudwas	Ditto	0 2 6	0 3 0	
6	Cocoanuts	Hundred	0 3 0	0 3 0	
7	Copper, Brass, Jussut or Pewter, Tin, Kansa, Lead, and Vessels made of Cotton	Maund	0 4 0	0 5 0	
8	Cardamoms, Cloves, Zavuntree, Nutmegs, Cinnamon, etc., Asafœtida and Kessur Silk	Ditto	1 8 0	0 14 0	
9	Ivory	Ditto	0 12 0	0 15 0	
10	Cotton Pods, with cotton in	20 maunds	1 3 0	1 4 0	
11	Carts conveying materials for houses, Dhollios or cots, etc.	Each cart	0 8 0	0 8 0	
12	Carts conveying mangoes	Ditto	1 4 0	1 4 0	and ½ maund of mangoes.
13	Plantains and sugarcanes	Ditto	0 4 0	0 4 0	and 50 plantains and 15 sugarcanes.
14	Cotton thread	Maund	0 6 0	0 7 6	
15	Silk cloth	Piece	0 2 0	0 2 0	
16	Country Cotton Cloth, coloured and uncoloured, and also Hides	Ditto	0 0 3	0 0 3	
17	Europe Cloth, Mudapolums, etc.	Ditto	0 0 9	0 0 9	
	The maund is to be counted at 40 seers of 40 tolas each for all goods. A kulsee is to be counted thirty maunds.				

R. H. Keatinge,
Political Agent.

Rajkot;
7th January 1864.

No. CXVIII.

AGREEMENT between RAJSINGHJI, THAKOR SAHEB of WADHWAN in JHALAWAD and MAJOR R. H. KEATINGE, V.C., Political Agent, KATHIAWAR, 1864, as amended by AGREEMENT between THAKOR SAHEB BALSINGHJI CHANDRASINHJI of WADHWAN and COLONEL J. M. HUNTER, C.S.I., Political Agent, KATHIAWAR, on the part of the BRITISH GOVERNMENT,—1899.

The Thakor Saheb, for the purpose of assisting Government in the administration of the district of Jhalawad, willingly assigns to the officers of the British Government, in perpetuity, a spot of land situated on the north or left bank of the river Bhogawa, opposite the village of Ratanpur, for the purpose of establishing a British Station.

2. The land measures about 1,760 yards or one mile east and west and one thousand yards north and south. A map of the ground is appended.*

3. The northern half of the river bed, where it touches the station land, is to be considered to belong to the latter.

4. The sum of Rs. 2,250 (two thousand two hundred and fifty) as compensation for the loss sustained by Wadhwan in assigning this land is to be permanently deducted from the tribute payable by Wadhwan to the British Government. The whole of this plot of land is to be at the absolute disposal of the British Officers, no person having any proprietary right or right of cultivation within its bounds.

5. No privilege of grazing cattle, or of in any way making use of any Wadhwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station.

6. A site of not less than fifty yards square is to be given to the Wadhwan Darbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

7. It is understood by both parties that the establishment of this station in the vicinity of Wadhwan is not in any way to affect the civil jurisdiction of the Wadhwan State; and that inhabitants of Wadhwan, who may live in the station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wadhwan territory.

8. In the same manner the criminal jurisdiction of the Wadhwan State is not in any way to be prejudiced or curtailed by the establishment of the station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other Tributary States of equal rank and position.

9. The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States.

10. Certain custom duties are levied in the city of Wadhwan, as in other cities under native rule, on all goods that change hands or are stored within the walls.

* Not reproduced.

11. The authorities of Wadhwan having expressed a fear that in case of merchants establishing themselves in the station and their having no right to custom duty on their trade, these collections in Wadhwan might be very injuriously affected, it has consequently been agreed :—

I. In lieu of the export duty on goods leaving the civil station secured to the Wadhwan Darbar by the Agreement of 1864, the Darbar shall receive from the Wadhwan Civil Station Fund, through the Political Agent, an annual payment of Rs. 5,000.

II. In consideration of the above payment the Darbar shall have no claim to custom duty of any kind on goods entering or leaving or in the civil station.

III. The above annual payment shall be due from the year 1898-99, and shall be paid annually in two equal instalments on the 1st October and the 1st April for the preceding six months.

IV. The Wadhwan Darbar having received arrears of customs duty from the year 1888 to 20th January 1896, at the rate of Rs. 3,000 per annum, arrears at the same rate will be paid up to the 31st March 1898.

V. As a portion of the land taken for the station belongs to the taluka of Dudhrej, the Darbar is to pay to the said taluka, through the political authorities, seven per cent. on the above annual sum of Rs. 5,000 from 1898-99, and on the arrears to be paid to Wadhwan under this Agreement.

12. The plot of land measuring 1·83 acres ceded by the late Chief of Wadhwan Thakor Saheb Dajiraj to the civil station authorities as a settlement of Kumbhars and Bharwars at a yearly rental of Rs. 18-9-7, will remain under the officers of the British Government, subject to the above rental, on the same terms as the civil station land ceded in 1864.

13. In case that Government should, at any time, abandon the station the land must be returned to the Wadhwan State, not to any other taluka, and the payments of Rs. 2,250 (two thousand two hundred and fifty) referred to in paragraph 4 and Rs. 18-9-7 (rupees eighteen, annas nine and pies seven) referred to in paragraph 12 and Rs. 5,000 (five thousand) referred to in paragraph 11 (I) shall cease, but under such circumstances, no claim is to be made on the Darbar for the value of the buildings constructed upon the land.

14. At the special request of the Thakor it is agreed that no persons are to be allowed to fish in the Bhogawa river, opposite the city of Wadhwan, or for one mile east or west from its walls.

RAJKOT ; J. M. HUNTER, *Lieut.-Col.*,
The 4th September 1899. *Political Agent in Kathiawar.*

BALSINGHJI,
The 4th September 1899. *Thakore Saheb of Wadhwan.*

Approved and confirmed by the Government of India.

By order,
W. J. CUNINGHAM,
Secretary to the Government of India.

The 10th January 1900.

No. CXIX.

DEED executed by the THAKORE SAHEB of WADHWAN ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the DHRANGADHRA STATE RAILWAY,—1899

I, Thakor Saheb Balsingji Chandrasingji of Wadhwan State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Dhrangadhra State Railway (including all lands occupied for stations, for out-buildings and forother railway purposes), and over all persons and things whatsoever within the said lands.

BALSINGHJI,
Thakore Saheb, Wadhwan State.

WADHWAN CITY, THE PALACE,
Dated 23rd December 1899.

No. CXX.

AGREEMENT executed by the THAKORE SAHEB OF WADHWAN assigning to the BRITISH GOVERNMENT in perpetuity the APPROACH ROADS leading to WADHWAN JUNCTION STATION,—1923.

This Indenture made the twenty-ninth day of April one thousand nine hundred and twenty-three between Joravarsinhji Jasvatsinhji, Thakore Saheb of Wadhwan in Kathiawar on behalf of himself, his heirs and successors and the Agent to the Governor of Bombay in Kathiawar acting under the authority of His Excellency the Viceroy and Governor-General of India in Council on behalf of the British Government regarding the assignment in perpetuity by the Thakore Saheb of the approach roads leading to Wadhwan Junction Station.

2. Whereas certain two lengths of road (he einafter called "the said roads") situate within the limits of the State of Wadhwan which are more particularly described in the Schedule hereto and delineated in the Map* attached to the said

* Not reproduced.

Schedule are the property of the said State and are now included within the limits thereof.

3. And whereas it has been agreed by the parties hereto that the said roads shall for the proper administration of the Wadhwan Civil Station be assigned in perpetuity to the British Government and included within the limits of the said Civil Station of Wadhwan.

4. Now this indenture witnesseth that in consideration of the aforesaid agreement between the parties hereto and rent and conditions hereby reserved and contained the Thakore Saheb does hereby assign in perpetuity to the British Government the said roads together with full and exclusive power and jurisdiction over the same on the same terms and conditions as those contained in the revised agreement dated the fourth September one thousand eight hundred and ninety-nine and made between Thakore Saheb Balsinhji Chandrasinhji of Wadhwan and Colonel J. M. Hunter, C.S I., Political Agent, Kathiawar, with respect to the assignment of the Civil Station of Wadhwan to the British Government.

5. To hold the same to the British Government as part of the Civil Station of Wadhwan from the 21st day of September one thousand nine hundred and nineteen in perpetuity subject to the conditions contained in the aforesaid agreement dated the 4th September one thousand eight hundred and ninety-nine.

Yielding and paying therefor every year unto the said State of Wadhwan on the 15th day of January in each year the rent of rupees two the first payment of such rent to be made on the sanction of the Government of India being received to the present indenture.

6. And it is hereby agreed that should the British Government at any time abandon the said roads, the same shall be returned to the said State of Wadhwan and the payment of the rent hereby reserved shall cease.

7. In witness whereof Joravarsinhji Jasvatsinhji, Thakore Saheb of Wadhwan, has hereunto set his hand and affixed the seal of his State, and Lieutenant-Colonel W. M. P. Wood, C.I.E., Agent to the Governor of Bombay in Kathiawar, hath by the order of the Right Honourable the Governor of Bombay in Council set his hand and the seal of his office for and on behalf of the British Government.

The Schedule above referred to.

The two lengths of road are portions of the road leading to Wadhwan Junction Station within the limits of the State of Wadhwan and are situated to the North and South respectively of the level crossing of the Morvi Railway over the said Road leading to Wadhwan Junction Station. The length of road to the North of the said level crossing is from North to South 498 feet and from East to West 32 feet and the length of the road to the South of the said level crossing is from North to South 635 feet and from East to West 30 feet, be the same a little more or less, and the lengths of roads are bounded as follows, namely :—

On the North by the land ceded to the Railway.

On the East by the land ceded to the Railway.

On the South by the Wadhwan Civil Station, and

On the West by the culturable land of the Wadhwan State

and are for greater clearness delineated in red on the plan hereto annexed * and signed by the executing parties hereto.

Signed, sealed and delivered by JORAVARSINHJI JASVATSINHJI, Thakore Saheb of Wadhwan.

JORAVARSINHJI,
Thakore Saheb of Wadhwan.

Signed, sealed and delivered by the Agent to the Governor of Bombay in Kathiawar.

W. M. P. WOOD, *Lieut.-Col.*,
Agent to the Governor,
Kathiawar.

READING,

Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 6th day of June 1923.

G. D. OGILVIE,
Offg. Political Secretary to the
Government of India.

* Not reproduced.

III.—BANAS KANTHA AGENCY.

The Banas Kantha Agency (formerly known as the Palanpur Agency) was under the political control of the Bombay Government until the 10th October 1924 from which date it was merged into the Western India States Agency and placed under the political control of the Government of India.

The designation of " Palanpur Agency " was changed to " Banas Kantha Agency " in 1925. The question of the transfer of the headquarters of the Political Agent, Banas Kantha, from Palanpur to any other suitable site outside the Palanpur State is under consideration.

The Salute States of Palanpur and Radhanpur, which were formerly included in the Palanpur Agency, have now been placed in direct political relations with the Government of India through the Agent to the Governor-General, Western India States.

This Agency now includes two States (Tharad and Wao), six petty jurisdictional Estates and a number of non-jurisdictional Estates. The latter are grouped into four thana circles, namely, Deodar, Kankrej, Santalpur and Warahi. The Kankrej Estates pay a tribute of Rs. 7,741-1-1 to the Gaekwar—a sum which includes payments made by the Thara Talukdars. None of the other States or Estates in the Agency pay any tribute.

The Kankrej Estates, which were originally in the Mahi Kantha Agency, were transferred to the Palanpur Agency in 1844, owing to their proximity to Palanpur. They are bound by the same Engagements as the Chiefs of Mahi Kantha, executed in 1812 (*see* Vol. VII, Mahi Kantha Agency).

In 1820, when the Khosas and other marauders were expelled from Radhanpur, they were at the same time driven away from the other petty States in this Agency which they infested, and an Engagement (No. I) was concluded with these States, by which they became tributary to the British Government. In 1821 Government resolved to exact no tribute till the revenues of these States had increased by one-half, after which one-third of the increase was to be taken. But in 1826, in consideration of the poverty of the petty Chiefs, tribute was remitted altogether, and new Engagements (No. II) were concluded, binding the Chiefs to submission to the British Government, but not to payment of tribute.

In 1848 the Rana of Wao and some of his relations undertook (No. III), in consideration of an annual payment of Rs. 361, to prevent the import, export, transit and sale within their taluka of salt from the Rann.

The Chiefs are bound by engagements regarding opium similar to those concluded with Palanpur (*q.v.*) in 1822 and 1879. Some of them also entered, in 1897 and 1898, into engagements similar to that concluded with Radhanpur (*q.v.*) regarding opium; and the principal ones are also bound, regarding hemp, by similar agreements to that made with Palanpur (*q.v.*).

Till 1885 the police duties in this Agency were discharged by the Gaekwar's Contingent, but in that year the Contingent force was disbanded and replaced by a local police corps now called the Banas Kantha Agency Police. On the inauguration of the Western India States Agency in October 1924 this force was placed under the supervision of the Superintendent of Police, Western India States Agency.

Transit duties in the Agency were abolished in 1887.

The Jamiya estates under the Tharad State, which were under direct Agency jurisdiction up to 1904, were in that year replaced under the jurisdiction of the Tharad State and the Agency Thana at Tharad was abolished. Similarly jurisdiction over 28 Bhayadi villages of the Wao State, which were under the Wao Thana, were placed under the jurisdiction of the Wao State in 1917; and the remaining villages under the Thana Circle were placed under the jurisdiction of the Suigam Taluka, which was then granted jurisdiction, and the Wao Thana was abolished. The jurisdiction granted to the Suigam Taluka was withdrawn in 1927 and an Agency Thana, called the Suigam Division of the Deodar Thana, was constituted for the area (21 villages) over which the Talukdars exercised jurisdiction.

The Chief of Tharad has the power of passing sentences of seven years' rigorous imprisonment and inflicting fines up to Rs. 10,000, and of trying civil cases up to the value of Rs. 20,000. The Chief of Wao has the power of passing sentences of three years' rigorous imprisonment and inflicting fines up to Rs. 5,000, and of trying civil cases up to the value of Rs. 10,000.

The Thanas are placed in charge of Thanadars who exercise the powers of a second class magistrate and have power to try civil cases up to the value of Rs. 500. Cases beyond this jurisdiction are disposed of by the Courts of Deputy Political Agents and the Political Agent, according to their respective powers.

Appeals and revisions in civil and criminal matters lie to the Court of the Judicial Commissioner, and those in political matters to the Agent to the Governor-General and the Government of India.

Among Chiefs in direct political relations with the Political Agent, Banas Kantha Agency, the undermentioned are prominent:—

Name of State or Taluka.	*Name of Chief.*
Tharad	Waghela Bhimsinhji Dolatsinhji.
Wao	Chuhan Harisinhji Chandansinhji.
Warahi	Meherban Malek Jorawarkhan Umarkhan.
Warahi	Malek Muridkhan Rawaji.
Deodar	Waghela Khanji Anandsinhji.
Deodar	Waghela Himatsinhji Vajesinhji.

A complete list of the jurisdictional and non-jurisdictional States and Estates comprised in this Agency, giving details regarding revenue, tribute, etc., is given in Appendix No. VI.

No. I.

AGREEMENT and SECURITY entered into by the TOWN and CHIEFS of TERWARA and its DEPENDENCIES with the AGENT of the BRITISH GOVERNMENT, Assar Vud 3rd, or 28th July 1820.

The troops and villages depending on Terwara having been depopulated, and we (the Chiefs) reduced to great distress, in order to obtain the protection of Government that they may be again repeopled, and that we may be placed in comfort and security, we, Buloache Khan, Vuludi Hussun Khan, Ayum Khan, Vuludi Kumal Khan, Roria Aja, Vuludi Roadan, Roria Agra, Vuludi Dhun, rajjee, Roria Bechur, Vuludi Dewan Juggote Asun, etc., the whole of the inhabitants of Terwara, of our own free will, agree to the following Articles:—

ARTICLE 1.

We (the above-named) and our brethren and the Koolees of our dependencies all included engage not to plunder or rob in the territories of the Honourable Company, nor in any other State or pergunnah, nor to be in any wise the cause of robbery or plunder.

ARTICLE 2.

We engage not to allow the Khosas or any other robbers or enemies of the Sircar to remain in Terwara, nor the villages depending on it, nor will we maintain any sort of connexion with them, nor send intelligence to them, but aid in their discomfiture or punishment to the utmost of our ability, and we also engage to forward intelligence of the Khosas to the detachment of the Sircar wherever they may be stationed, and should it be necessary will accompany them.

ARTICLE 3.

The troops of the Sircar have expelled the Khosas, and have restored this country to order, and in effecting these measures great expense has been and will be incurred by the British Government: we therefore willingly agree to pay a sum yearly consistent with our ability, or as the government may direct.

In this manner three Articles have been agreed to by us, and we engage to abide by them.

(Signed by the Chiefs of Terwara.)

Perpetual security—GUDVI VEERUM VULUDI GODUR *(of Pardir)*.

Precisely similar engagements were signed by the Chiefs and brotherhood of Tharad, Warahi, Deodar, Wao, Chorwar, Suigam, Chadchat and Bhabar.

No. II.

TRANSLATION of an AGREEMENT with the BRITISH GOVERNMENT entered into by the THAKUR of THURAD, WAGHELA KAREM SING, on the 23rd August 1826.

Whereas in the hope of protection from the injuries inflicted on our district by the Khosas, Koolees, and others, and of advancing the prosperity of our pergunnahs, a bond of agreement with the British Government was executed by us, dated 15th Magsud, Sumvut 1878, in the 3rd paragraph of which we stipulated to pay to the extent of our means our proportion of the expenses incurred in preventing the inroads of the Khosas, or any other marauders, and to pay our quota yearly, in conformity to which engagement we have until now guided ourselves by the instructions of the British Government; but now that the British Government in its great goodness is pleased to cancel the above obligation on our part to pay such necessary expenses incurred for our benefit, we are deeply gratified for the same, and bind ourselves for the future by the following engagements:—

ARTICLE 1.

We promise to conform ourselves in every respect to our former agreement with the British Government, with the exception of the 3rd paragraph respecting our payments therein stipulated to be by us paid, and to conduct ourselves as faithful dependants on the British Government.

ARTICLE 2.

The Koolees, Rajpoots, or armed men of other districts, who may come peaceably, and with the intention of residing quietly in our talookas, shall not be licensed to remain without their so coming being communicated to the British Government; and in case security for their good conduct, and bail for their appearance when called for, should be required by the British Government, it shall be demanded from them, nor shall they in such case be allowed to remain without consenting thereto.

ARTICLE 3.

The ancient obligation existing previous to the above-mentioned Treaty between us and the British Government, and the Baroda Government, shall remain in full force as heretofore; we will in every respect guide ourselves in conformity thereto.

ARTICLE 4.

We will in no respect permit robbers or disturbers of the public peace to find shelter in our districts, or any dependencies of ours, and when claimed by either the British or Baroda Government we will deliver them up if they fall into our power.

ARTICLE 5.

Whenever the British forces proceed for the suppression of robbers, bandits, or Khosas, we will prepare all the means in our power of horse and foot in aid of the British armament, and send the ablest of our people with them as becomes obedient dependants on the British Government, and the person in charge of our contingent shall be placed under the authority of the Commandant of the British forces.

ARTICLE 6.

The talukdars or petty Chieftains shall on no account wage private wars or disturb the public peace by mutual discords; in case of such quarrels the same shall be communicated to the British Government, and the decision of its authority to be final.

ARTICLE 7.

We will not avail ourselves of the weakness or poverty of any village land-holders to extort Girass or any other rights, and when any village offers to bind itself to dependency or tribute, we promise not to accede to such arrangement without the knowledge and approval of government.

ARTICLE 8.

The Koolees, Rajpoots, and others, in fact, any inhabitants of our villages, shall in no respect be permitted to commit any irregularities in the districts of the British or Baroda Government, or any other dependencies, and we are responsible for their misdemeanours; such are the eight Articles of our agreement, and we will act in conformity thereto; and if we are ever found departing from these engagements, we are answerable to make good the claims instituted, and pay such fine as shall be ordered by government, submitting ourselves to its decision.

Signed by the Chiefs.

Precisely similar engagements were signed by the Chiefs of Wao, Warahi, Deodar, Chorwar, Suigam, Chadchat, Terwara and Bhabar.

No. III.

TRANSLATION of an AGREEMENT taken from the RANA of WAO and others, his relations, dated Palanpur, 27th March 1848.

To MAJOR BROWN, POLITICAL SUPERINTENDENT of PALANPUR, for and on behalf of the HONOURABLE COMPANY.

We, Rana Sirdar Singh walad Jalim Singh Chuan of Wow; Shereji walad Khengarji of Rachana, Wow Taluka; and Chuan Agur Singh walad Verbhaji of Kundalia, Wow Taluka.

We, in supersession of the agreement made on the 8th May 1846, do hereby enter into this Agreement with the Government to prevent all sale and export of Ghassya salt brought from the Runn in our taluka, and will not permit its import or transit through it from other talukas or districts, for which we are to receive from the British Government annually the sum of Company's Rs. (361) three hundred and sixty-one as follows :—

		Rs.
Rana Sirdar Singh of Wow for the villages of Rachana, Kundalia, Mowsurree and Assarah		287
Chuan Shereji walad Khengarji of Rachana, *viz.* :—		
Of Rachana and Kundalia	41	
Of Assarah	23	
	—	64
Chuan Agur Singh for Kundalia Wao Taluka		10
TOTAL .		361

In this manner we will receive annually. Should any breach of this agreement take place, we agree to forfeit the compensation for the year in which such deviation occurs, and for every additional breach during the same year we agree to pay a fine equal in amount to the yearly compensation granted. The commencement of this agreement is from 1st January 1841 ; this writing is passed with our free will and consent, dated 27th March 1848.

RANA SIRDAR SINGH, and others.

IV.—WESTERN KATHIAWAR AGENCY.

The Western Kathiawar Agency, with headquarters at Rajkot Civil Station, was constituted by the amalgamation in 1923 of two (Sorath and Halar) out of the four Prants into which the province of Kathiawar was formerly divided. The combined division, which was at first named "The Western Kathiawar States", was given its present designation in 1927.

Formerly each Prant was in charge of a European Political Officer, designated "Assistant Political Agent", with the civil powers of a Zilla Judge and the criminal powers of a District Magistrate. To each Political Assistant was assigned an Indian Deputy Assistant with fixed civil and criminal powers: and each Prant was further divided into Thana Circles in charge of Thanadars with limited civil and criminal powers.

No great change in the system of the administration of Kathiawar took place until 1922, although in 1902 the designation of Political Agent had been changed to Agent to the Governor, that of Assistant Political Agent to Political Agent, and that of Deputy Assistant to Deputy Political Agent. In 1922 the Salute States were transferred to direct political relationship with the Government of Bombay, through the Agent to the Governor, except with regard to interstatal suits, boundary disputes, extradition, passports, giras registration and heirship certificates.

On the creation of the Western India States Agency in October 1924, some changes were made in the system of the judicial administration, as a result of which civil powers exercised by the Deputy Political Agent and the Political Agent were transferred to the Civil Subordinate Judge, Kathiawar. The Agency Thanas were placed under the control of the Deputy Political Agent, subject to the general supervision of the Political Agent. The Deputy Political Agent was also given powers to hear Political suits arising in Thana areas subject to appeal to the Political Agent and the Agent to the Governor-General. The Under Secretary to the Agent to the Governor-General was given the powers of an Additional District Magistrate with respect to Rajkot Civil Station, and all other duties in connection with the Civil Station were transferred to him.

Of the Salute States, now in direct political relations with the Government of India through the Agent to the Governor-General,

Western India States, nine were formerly included in this Agency—Junagadh, Nawanagar, Porbandar, Morvi, Gondal, Jafrabad, Wankaner, Dhrol and Rajkot.

Jasdan, Kotda-Pitha, Wankia and the Babra Thana were transferred from the Eastern to the Western Kathiawar Agency in 1923.

The Agency contains 47 non-Salute States and Talukas, and four Thana Circles. These Thanas are in charge of Thanadars who exercise the powers of a second class magistrate, hear suits to the value of Rs. 500, and are subject to the control of the Deputy Political Agent.

Owing to the custom of the partibility of Estates by equal division, certain towns and several villages of the Talukas of Bantwa, Vasavad, Bagasra, Kotda-Pitha and Jetpur are co-shared by several Talukdars. To exercise jurisdiction over these co-shared holdings a Majmu Nyayadhish is appointed for each of these Talukas. Appeals against the decision of these Majmu Nyayadhishes lie to the Court of the District and Sessions Judge. A special constitution is provided for the Jetpur Taluka Court.

Formerly the trial of giras cases in States having precedence below the State of Patdi was conducted by the Judicial Assistant; but in 1926 these giras cases were transferred to the Political Agent who now decides them with the aid of two assessors.

In 1863 the Chief of Malia entered into an Agreement (No. I) effectively to control the Mianas, but he was unable to do so and in 1880 his judicial powers were withdrawn. These were restored in 1883, except with regard to his Miana subjects. In 1895 the Taluka was placed in charge of the Assistant Political Agent, Halar (now Political Agent, Western Kathiawar Agency), and rules for the control of Mianas were framed in 1909.

Mention has been made, in the general narrative, of certain cessions of railway jurisdiction made in and before 1894 by various States and Talukas of the Western Kathiawar Agency. In 1910 Manawadar, Bantwa and Sardargarh ceded (No. II) full and exclusive power and jurisdiction of every kind over lands occupied by the Shahpur-Saradia branch of the Junagadh State Railway. In 1912 a similar cession was made (No. III) by shareholders of Jetpur-Bilkha over lands occupied by the Junagadh-Visavadar Railway: in 1913 (No. IV) by shareholders of Jetpur and the Talukdar of Luni over lands occupied by the Khijadia-Amreli-Chalala Railway: and, in the same year, by the Chief of Jasdan over lands occupied by the Botad-Vinchhia (No. V) and Vinchhia-Jasdan (No. VI) sections of the Botad-Jasdan Railway.

Among Chiefs in direct political relations with the Political Agent, Western Kathiawar Agency, the undermentioned are prominent:—

Name of State or Taluka.	Name of Chief.	Caste.
Jasdan . .	Darbar Shri Ala Vajsur . . .	Kathi.
Manavadar . .	Khan Shri Gulam Moiddin Khan (minor) .	Pathan.
Thana Devli . .	Darbar Shri Amra Laxman . . .	Vāla-Kathi.
Vadia . .	Darbar Shri Surag Bawa	Ditto.
Virpur . .	Thakor Shri Hamirsinhji	Jadeja-Rajput.
Malia . . .	Thakor Shri Harishchandrasinhji . .	Ditto.
Kotda Sangani .	Thakor Shri Pradyumansinhji (minor) . .	Ditto.
Jetpur-Pithadia .	Darbar Shri Mulu Surag, Share-holder of Jetpur.	Vala-Kathi.
Jetpur-Bilkha .	Darbar Shri Rawat Ram, Share-holder of Jetpur-Bilkha.	Ditto.
Khirasra . .	Thakor Shri Sursinhji	Jadeja-Rajput.

A complete list of the jurisdictional and non-jurisdictional States and Estates comprised in this Agency, giving details regarding revenue, tribute, etc., is given in Appendix No. VII.

No. I.

AGREEMENT entered into by the THAKOOR of MALLIA,—1863.

I, Jadeja Suttaji, talookdar of Mallia, do hereby enter into agreement with Major Keatinge, Political Agent of Kattywar, that during the interviews of the 18th and 20th December you informed me that you were dissatisfied with the working of the Mallia thana, and that you intended to make an effective arrangement for its better working. Whereupon I requested you that I should once more be trusted with the affairs of the Meenas and the management of the thana; and I now bind myself that should my request be granted I will adopt the following arrangement and act accordingly :—

1. I will keep the Meenas under control and will also put a stop, as far as possible, to their habits of thieving, house-breaking, etc. Should they, however, commit mischief to any person or talooka, I will amicably satisfy the injured parties in accordance with the practice in force for the time being sanctioned by the Political Agent.

2. I will cause a thana-building to be erected at Mallia on the plan prescribed by the Political Agent for similar buildings in other parts of Kattywar. The same shall be substantially built at once, and for this purpose I will place Rupees 5,000 in deposit with the Agent's treasury or with any Banker named by him; and on commencement of the work the sums that may be required from time to time should be paid to me by Government. The building will be constructed on the said plan and the account of the cost thereof will be shown if required. Any sum that may remain unexpended on completion of the building should be refunded to me.

3. I will employ and permanently keep up the following establishment for the thana, and their salaries shall always be paid to them as detailed below. I will employ educated and respectable persons as thandar and his karkoon :—

	Rs.	*a.*	*p.*
Pay of Thandar	60	0	0
„ of Mehta	30	0	0
„ of Duffedar	15	0	0
„ of 12 Seebundee palas (footmen), at Rupees 7 each . .	84	0	0
Contingencies	11	0	0
Rupees . .	200	0	0

Besides the above I will station 15 chosen sowars in Mallia. The account of the disbursement of the salaries of the thana establishment will be shown to an officer of the Agency whenever he may ask for it, and I shall see that the men of the thana are always present on duty.

4. I agree that either myself or Koovur Modji will always be present in Mallia, and whichever of us will stay there will conduct business with the Agency. If I station Koovur Modji there for the carrying out of this arrangement, he will be invested with full powers in connection with the affairs of the Meenas, so that

he may not have to wait for any instructions from me; and after it is once settled which of us is to stay there he shall not be removed without the consent of an officer of the Agency.

5. The affairs in connection with the tribe of the Meenas are at present in the jurisdiction of the Agency. It being now proposed to entrust the same to my house, I agree that I will administer the same in accordance with the terms aforesaid. In case of my failure I agree that the Political Agency has a right to resume the said authority, and further that the criminal jurisdiction over all our villages inhabited by Meenas shall also be vested as a matter of right in the Agency.

6. For the above reasons the Political Agent has personally advised me that it would be detrimental to my interest if I were to allow the Meenas to spread over to the new villages beyond those into* which they are now living.

* *Sic in orig.*

Dated 21st December 1863.

JAREJA SUTTAJEE.

What is written above is true. Date as above.

Signature acknowledged before me this day at Mallia.

R. H. KEATINGE,
Political Agent.

MALLIA;
The 21st December 1863.

No. II.

DEED executed by the CHIEF OF MANAVADAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the SHAHPUR-KUTIANA RAILWAY,—1910.

I, Fatehdinkhanji Gazafarkhanji, Chief of Manavadar (including Bantwa moiety), hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Shahpur-Kutiana Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

FATEHDINKHAN,
Chief of Manavadar.

MANAVADAR;
The 20th April 1910.

Similar Deeds were executed by the Talukdars of Sardargadh and Bantwa in the same year.

No. III.

DEED executed by VALA KANTHAD NAJA, SHAREHOLDER of JETPUR BILKHA, ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the TALUKA occupied by the JUNAGADH-VISAWADAR RAILWAY,—1912.

I, Vala Kanthad Naja, shareholder of Jetpur Bilkha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said taluka, which are, or may hereafter be, occupied by the Junagadh-Visawadar Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANTHAD VALA,

Shareholder of Jetpur Bilkha.

Dated 21st July 1912.

Similar Deeds were executed by :—

Azam Wala Bima Desa, Shareholder of Bilkha, on the 24th July 1912.

Walla Bhan Desa, Shareholder of Jetpur-Bilkha, on the 24th June 1912.

Sarkari Kamdar of Alawala Estate, Bilkha, on the 1st August 1912.

No. IV.

DEED executed by DARBARSHRI VALA MULUSURAG, TALUKDAR, JETPUR, ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the TALUKA occupied by the KHIJADIA-AMRELI-CHALALA RAILWAY,—1913.

I, Darbarshri Vala Mulusurag, Talukdar, Jetpur, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in my jurisdiction which are, or may hereafter be, occupied by the Khijadia-Amreli-Chalala Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Signature in vernacular,

Talukdar, Jetpur.

PITHADIA ;

The 10th May 1913.

Similar deeds were executed by :—

1. The Manager of the Estate of Vala Jasa Rukhad of Jetpur on the 16th February 1913.
2. The three shareholders of Jetpur on the 4th April 1913.

3. The Manager of the Estate of Vala Vajsur Punja of Jetpur on the 4th April 1913.

4. The Manager of the Luni Estate of Vala Amra Kala of Jetpur on the 13th April 1913.

No. V.

DEED executed by the CHIEF OF JASDAN ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the BOTAD-VINCHHIA Section of the BOTAD-JASDAN RAILWAY,—1913.

I the undersigned Chief of Jasdan in Kathiawar hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Botad-Vinchhia Section of the Botad-Jasdan Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

VAJSUR KHACHER,

Chief of Jasdan.

JASDAN;

The 9th August 1913.

No. VI.

DEED executed by the CHIEF OF JASDAN ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the VINCHHIA-JASDAN Section of the BOTAD-JASDAN RAILWAY,—1913.

I the undersigned Chief of Jasdan in Kathiawad hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Vinchhia-Jasdan Section of the Botad-Jasdan Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands

VAJSUR KHACHER,

Chief of Jasdan.

JASDAN;

The 9th September 1913.

V.—EASTERN KATHIAWAR AGENCY.

The Eastern Kathiawar Agency, with headquarters at Wadhwan Civil Station, was constituted in 1923 by combining the two Prants of Jhalawad and Gohelwad. The combined division was first styled " The Eastern Kathiawar States " and was given its present designation in 1927. The system of administration and the constitution are similar to those prevailing in the Western Kathiawar Agency.

Of the Salute States, now in direct political relations with the Government of India through the Agent to the Governor-General, Western India States, five were formerly included in this Agency—Bhavnagar, Dhrangadhra, Palitana, Limbdi and Wadhwan.

The Agency contains 16 non-Salute States and Talukas, and 8 Thana Circles.

In 1920 the Talukdari Thana of Jhinjhuwada was converted into an established Agency Thana. The Chotila Thana, which was originally allocated to the Jhalawad Prant (now part of the Eastern Kathiawar Agency) and subsequently (1914) transferred to the Halar Prant (now part of the Western Kathiawar Agency), was re-transferred to this Agency in 1925.

Since 1925 the control of all Thanas, previously under the supervision of the Political Agent, has been transferred to the Deputy Political Agent. Thanadars ordinarily exercise the powers of a second class Magistrate and hear suits to the extent of Rs. 500.

In 1864 a remission of Rs. 250 from the tribute due to the British Government from the Bhumias of Dudhrej was made under an Engagement (No. I) by which they assigned a plot of land required for Wadhwan, the headquarters of the Jhalawar sub-division. In the amending Agreement of 1899 with Wadhwan (*see* II—Salute States No. CXVII) provision was made (in the fifth clause of Article 11 of the Agreement) for the payment, by the Wadhwan Darbar to the Bhumias, of a percentage of the amount granted by the British Government to the Darbar as compensation for the loss of customs duties.

In 1866 the Girassias of Soonporie assigned (No. II) a plot of land for the establishment of the Songadh Civil Station: and in 1914 the Girassias of Songadh assigned (No. III) some more land for that station. The Station was closed with effect from the 1st May 1923 and the land was restored to the Girassias concerned in 1928, except for three plots assigned in perpetuity by a separate Agreement (No. VI) signed by the Girassias in 1930.

Mention has been made, in the general narrative, of certain railway agreements and cessions made in and before 1905 by various States and Talukas of the Eastern Kathiawar Agency. In 1926 the Lakhtar State

and the Sadul Dada Estate of Chotila ceded (No. IV) full and exclusive power and jurisdiction of every kind over lands occupied by the Than-Chotila Railway.

In 1927 the hereditary title of Thakore Saheb was conferred (No. V) on the Chiefs of Lakhtar and Sayla.

Among Chiefs in direct political relations with the Political Agent, Eastern Kathiawar Agency, the undermentioned are prominent:—

Name of place.	Name of Chief.	Caste.
Lakhtar . .	Thakor Shri Balwarsinhji	Jhala Rajput.
Sayla . . .	Thakor Shri Madarsinhji	Ditto.
Chuda . . .	Thakor Shri Bahadursinhji	Ditto.
Vala . . .	Thakor Shri Vakhatsinhji	Gohel Rajput.
Lathi . . .	Thakor Pralhadsinhji	Ditto.
Muli . . .	Thakor Harishchandrasinhji . . .	Parmar Rajput.
Bajana . .	Malek Kamalkhan	Muhammadan.
Patdi . . .	Desai Raghuvirsinji (minor)	Kanbi.

A complete list of the jurisdictional and non-jurisdictional States and Estates comprised in this Agency, giving details regarding revenue, tribute, etc., is given in Appendix No. VIII.

No. I.

ENGAGEMENT passed by MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR, to KURSUNSUNG, GOVINDSUNG, and UMERSUNG, BHOOMIAS of the VILLAGE of DOODREJ in JHALAWAR,—1864.

The officers of government requiring a small piece of land, measuring about twenty-five acres, on the borders of your village, for the purpose of establishing a station, it is agreed that you are to receive as compensation for it a remission of your tribute to the amount of Rupees (250) two hundred and fifty yearly.

The whole of the plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or in any way making use o any land under Doodrej, beyond the plot now treated of, is to be claimed by the British authorities under this engagement.

A site of not less than twenty-five yards square is to be given to the proprietors of Doodrej in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

The Bhoomias of Doodrej are, whilst they conduct themselves with propriety, to enjoy the same privileges in all matters connected with the administration of justice that is accorded to other persons of the same rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States.

The proprietors of Doodrej are not to possess any right of levying Dan Zucaat or any other custom duty on food, merchandise, cattle, forage, or fuel entering or leaving the station, but they may claim to receive from the Wudwan State seven per cent. of the collections which may be made by that Durbar, under the terms of an agreement concluded with them under this date.

The right of the Bhoomias to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, this land must be returned to the Bhoomias of Doodrej, not to any other persons, and the payment of Rupees (250) two hundred and fifty yearly to be made on the part of the British Government must cease; but under such circumstances, no claim is to be made on the Bhoomias of Doodrej for the value of the buildings constructed upon the land.

R. H. KEATINGE,
Political Agent.

RAJKOT,
7th January 1864.

No. II.

AGREEMENT between the GIRASSIA SHAREHOLDERS of SONPURREE in GOHELWAR and MAJOR R. H. KEATINGE, V.C., C.S.I., POLITICAL AGENT, KATTYWAR,—1866.

ARTICLE I.

The Girassias who own the village of Sonpurree, represented by Rawuls, Tejabhai Jesabhai, Shubhai, Najeebhai, and Khorabhai Hamabhai, for the purpose of assisting Government in the administration of the District of Gohelwar, willingly assign to the Officers of the Government of Bombay in perpetuity a spot of land situated on the west or left bank of the River Ootawullee, in immediate proximity to the village of Sonpurree, for the purpose of establishing a British station.

ARTICLE II.

A map of the land, which measures about 75 acres, is appended.*

ARTICLE III.

The western half of the river bed, where it touches the station land, is to be considered to belong to the station.

ARTICLE IV.

The Girassias agree never to erect any houses, huts, or other buildings on the now vacant rising ground (marked A. A. A. in the survey map) in immediate proximity to the station, as their so doing would shut out the breeze from the Political Assistant's bungalow.

ARTICLE V.

The sum of (Rupees 300) three hundred Rupees as compensation for the loss sustained by the Sonpurree Girassias in assigning this land is to be permanently payable yearly by the British Government to the Sonpurree Girassias.

ARTICLE VI.

No privilege of grazing cattle, or of in any way making use of any Sonpurree land outside the limits assigned is to be claimed by the British authorities, or the inhabitants, of the station.

ARTICLE VII.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

SONPURREE;
November 1st, 1866.

Signature in Vernacular of LAXMISHANKER KESHAVRAM at the request of the Grassias concerned.

RAJKOT;
November 9th, 1866.

R. H. KEATINGE, *Major*,
Political Agent.

* Not reproduced.

No. III.

AGREEMENT passed by the GIRASSIA TALUKDARS OF SONGADH in GOHILWAD PRANT assigning some more LAND for the purpose of enlarging the SONGADH CIVIL STATION,—1914.

ARTICLE 1.

We the Girassia Talukdars, who own the village of Songadh, for the purpose of assisting Government in the administration of the Gohilwad Prant, willingly assign to the officers of the Government of Bombay in perpetuity a plot of land which is required by them in addition to the land ceded by the Agreement of 1866 and which is described as below :—

Description of the plot of land.

The Palitana Road goes lengthwise close by the Songadh Hospital. The shorter road goes close by the bungalow of the Political Agent, Gohilwad Prant. Both these roads meet near the Police Lines. Between these two roads is a garden. This garden and all the land south of it between these two roads measuring about 15 acres.

ARTICLE 2.

We assign this additional plot to Government on the same conditions which have been prescribed in the Agreement of 1st November 1866 by which the land for Songadh Civil Station was given.

ARTICLE 3.

No additional rent is to be charged for this additional plot as the Government have recently exempted us from the contribution to Songadh school and in exchange for which we hand over this plot to Government free of rent.

Signed this day 26th May 1914, at Songadh.

VACHANI MERUBHAI PRATAPSINGH,
In the handwriting of VACHANI
AGARSINGH DEVISINGH,
at the request of the former.

VACHANI JEMATSINGH KHODABHAI,
In the handwriting of VACHANI.
AGARSINGH DEVISINGH,
at the request of the former.

PATHERAJ KALUBHAI,
In his own handwriting.

SONGADH;
The 26th May 1914.

Before me.

H. GOSALIA,
Deputy Assistant Political Agent,
Gohilwad Prant (Kathiawad).

No. IV.

DEED executed by the THAKORE SAHEB of LAKHTAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the said State occupied by the THAN-CHOTILA RAILWAY,—1926.

I, Thakore Shri Balvirsinhji, Chief of Lakhtar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Than-Chotila Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BALVIRSINHJI,
Chief of Lakhtar.

LAKHTAR;
The 20th January 1926.

A similar Deed was executed in the same year by the Manager, Sadul Dada Estate of Chotila.

No. V.

SANAD granted to THAKORE BALVIRSINHJI KARANSINHJI, THAKORE OF LAKHTAR, Western India States,—1927.

I hereby confer upon you the title of Thakore Saheb as an hereditary distinction.

IRWIN,
Viceroy and Governor-General of India.

SIMLA;
The 4th July 1927.

A similar Sanad was granted to Thakore Madarsinhji Vakhatsinhji, Thakore of Sayla.

No. VI.

AGREEMENT between the GIRASSIA shareholders of SONGADH in the EASTERN KATHIAWAR AGENCY and the HON'BLE the AGENT to the GOVERNOR-GENERAL in the STATES OF WESTERN INDIA,—1930.

ARTICLE I.

The Girassias who own the village of Songadh represented by three Talukdars *viz.*, (1) Raol Gulabsing Patheraj, (2) Raol Amarsang Jamatsang, (3) Raol Merubhai Pratapsing for the purpose of assisting Government in the administration of the *Western India States Agency* willingly assign to the Hon'ble the Agent

to the Governor-General in the States of Western India in perpetuity or such time as he may require for the said specified purpose, three plots of land measuring in all Square Yards 63,726 Square feet 2 situated on the west or left bank of the river Utavali in immediate proximity to the village of Songadh for the purpose of maintaining a Dak Bungalow and Circuit Houses (Political Agent's and Deputy Political Agent's Bungalows).

ARTICLE II.

The three plots of land occupied by the three Bungalows namely—a Dak Bungalow and Circuit Houses (Political Agent's and Deputy Political Agent's Bungalows) which have been retained for the use of Government Officers on duty after the abolition of the Songadh Civil Station as well as the land taken up by the approaches to these Bungalows are marked with boundary pillars on all sides as shown in the annexed map*.

ARTICLE III.

The Girassias agree never to erect any houses, huts or other buildings on the said lands.

ARTICLE IV.

A rent of (Rs. 33) thirty three only calculated from the 9th November, 1928, will be paid annually on or before the termination of the year by the Hon'ble the Agent to the Governor-General in the States of Western India to the Girassias of Songadh. This rent will be payable for so long as the Agency holds the land.

ARTICLE V.

No privilege of grazing cattle or in any way making use of the demarcated land within the limits assigned to the Hon'ble the Agent to the Governor-General and specified in the map is to be claimed by the Girassias of Songadh.

ARTICLE VI.

This agreement cancels all previous agreements made in connection with the assignment of land to Government for the establishment or the management of Songadh Civil Station. The entire area except the area covered under the terms of this agreement has been restored to the Songadh Girassias with effect from the 9th November 1928.

E. H. KEALY,
Agent to the Governor-General.

GIRASSIAS.

Left Thumb Impression of
RAOL GULABSANG PATHIRAJ.
RAOL AMARSANG JEMATSANG,
RAOL MERUBHAI PRATAPSING.

Before me—
LABHSHANKER D. DHOLAKIA,
Thandar, Songadh.

* Not reproduced.

PART II.

Treaties, Engagements and Sanads

relating to

Baroda.

BARODA.—One of the most distinguished among the first Mahratta leaders was Khandi Rao Dabhare, who maintained his followers in Gujarat and Kathiawar, from which provinces he exacted tribute. In the struggle for supremacy in the Mahratta confederacy, he supported the cause of Shahuji, and was raised by him to the rank of Senapati or Commander-in-Chief. One of his officers, Damaji Gaekwar, was on his recommendation appointed second in command. Khandi Rao and Damaji Gaekwar died within a few months of each other in 1721, and were succeeded in office, the former by his son Trimbak Rao Dabhare, and the latter by his nephew Pilaji Gaekwar.

In 1729 the Peshwa Baji Rao obtained from Sarbuland Khan, the Moghul Deputy in Gujarat, a cession of the chauth and other dues of that province: and, among other conditions of the grant, engaged to prevent Mahratta subjects from taking part with disturbers of the peace. This condition was chiefly aimed at Trimbak Rao Dabhare and Pilaji Gaekwar, who considered it to be an encroachment on their rights. Trimbak Rao therefore entered into negotiations with other Mahratta leaders in Gujarat to oppose the Peshwa's claims; but was defeated and slain in battle in 1731, and the Peshwa's rights in Gujarat were thus established. Yeshwant Rao, the infant son of Trimbak Rao, was appointed to the rank of Senapati, and Pilaji Gaekwar was confirmed in his former post with the title of Sena Khas Khel. It was agreed that the Peshwa and the Senapati should not interfere with each other's possessions, and that Yeshwant Rao should have the entire management of Gujarat, paying half the revenue to the Peshwa and accounting for all contributions levied from countries not mentioned in the deeds of cession given by Sarbuland Khan to the Peshwa. The cession of the chauth by Sarbuland Khan was, however, disallowed by the Emperor of Delhi: Sarbuland Khan was removed from office and superseded by Abhai Sing

Raja of Jodhpur, by one of whose emissaries Pilaji Gaekwar was murdered.

Damaji Gaekwar, son of Pilaji, avenged his father's murder and succeeded in wresting the whole of Gujarat from the Moghuls. Yeshwant Rao, when he came of age, proved quite incompetent for his post, and the Dabhare family gave place to the Gaekwars. Damaji Gaekwar supported Tara Bai in an effort she made to free her grandson, the Raja of Satara, from the thraldom of the Peshwa Balaji Baji Rao; but he was treacherously seized by the Peshwa, and was not released till he agreed* to pay to the Peshwa 15 lakhs of rupees as arrears of tribute from Gujarat, and to share equally all his possessions and future conquests. In 1752-53 the Peshwa obtained a partition† of Damaji Gaekwar's conquests in Kathiawar, and the Gaekwar agreed to assist the Peshwa with troops when necessary. Thereafter the armies of Damaji Gaekwar and of the Peshwa under Raghuba proceeded to the joint conquest of Gujarat. In 1755 the Moghul Government in Ahmedabad was entirely subverted, and the town and country were shared between the Peshwa and the Gaekwar. Damaji Gaekwar supported Raghuba in his rebellion against Madho Rao, and furnished him with troops under his son, Govind Rao. But in this war Damaji was defeated and punished by the imposition of an annual tribute of Rs. 5,25,000, and annual service with 3,000 horse during peace and 4,000 during war. He also agreed to pay Rs. 2,54,000 for certain districts which the Peshwa promised to restore to him, making his tribute in all Rs. 7,79,000. He left four sons, Sayaji, his eldest son by his second wife; Govind Rao, his second son, by his first wife; and Manaji and Fateh Singh by his third wife. Govind Rao was at Poona at the time of his father's death and, by the payment of a large nazar to the Peshwa Madho Rao, and by agreeing‡ to the arrangements which had been concluded with Damaji three years before, he procured his recognition as successor to his father's rank of Sena Khas Khel. But Fateh Singh urged the superior claim of Sayaji, the eldest son, who was an idiot; and the Peshwa, whose object was to divide the family and thereby reduce the Gaekwar's power, subsequently admitted§ Sayaji's right, thus making the brothers Govind Rao and Fateh Singh implacable enemies. To strengthen his position Fateh Singh made overtures for an alliance with the British Government in 1772, but his proposal was rejected. In January 1773, however, an Agreement (No. I) was made with him. This provided that the Gaekwar's share of the revenues of Broach, which the British Government had taken by assault in November 1772, was to remain on the same footing as under the government of the Nawab of Broach.

After the murder of Narayan Rao, the Peshwa Raghuba again recognised the claim of Govind Rao. Therefore, when Raghuba fled to

* Appendix No. I.
† Appendix No. II.
‡ Appendix No. III.
§ Appendix No. IV.

Gujarat before the army of the ministerial party at Poona who supported the claim of Madho Rao Narayan, the posthumous son of Narayan Rao, to the position of Peshwa, he found an ally in Govind Rao and an enemy in Fateh Singh. When the Bombay force joined the army of Raghuba, an unsuccessful attempt was made to detach Fateh Singh from the cause of the ministerial party. But, after some successes had been gained by the British troops in Gujarat, a Treaty (No. II) was mediated between Fateh Singh and Raghuba, by which it was agreed that the former should furnish troops and money to Raghuba, who should provide Govind Rao with a jagir in the Deccan, and that the British Government, as guarantors of the treaty, should receive the Gaekwar's share of the revenues of Broach and several villages in perpetuity. This treaty was abrogated by the orders of the Bengal Government, which dissolved the connection with Raghuba. Then followed the Treaty of Purandhar (*see* The Peshwa, Vol. VII), concluded by Colonel Upton with the ministerial party at Poona; one of the provisions of which was that the cessions made by Fateh Singh should be restored to him if it could be proved that he had no authority to make them without the previous consent of the Peshwa's Government. The object of this action of the ministerial party was to induce Fateh Singh to acknowledge his dependence on the Poona Court; and in February 1778 he was recognised* as Sena Khas Khel on paying up his arrears of tribute.

After the Convention of Wargaon in 1779 (*see* The Peshwa, Vol. VII) it was proposed to enter into a Treaty with the Gaekwar family, acknowledging their independence of the Peshwa: and eventually a Treaty of offensive and defensive alliance (No. III) was concluded on the 26th January 1780. Fateh Singh was to receive the Peshwa's territory north of the Mahi river; to cede his districts south of the Tapti, the revenues of Broach and villages adjacent, and the district of Sinor on the Narbada; to be relieved from payment of tribute to the Peshwa during the war; and to send 3,000 horse to join the British army. The terms of this treaty were generally approved by the Supreme Government, but some objections were taken to the wording of it. The seal of Government and the signatures of the Members of Council were therefore affixed by way of ratification to an amended version, copies of which were sent to the Bombay Government to be exchanged with Fateh Singh. The alterations made, however, were never communicated to him. The question whether, in these circumstances, either version of the treaty was a binding document, is of no practical importance; for, by the Treaty of Salbai, (*see* The Peshwa, Vol. VII), which established peace between the British Government and the Peshwa in 1782, the territories of the Gaekwar were placed on the footing on which they had stood before the

* Appendix No. V.

war, and Fateh Singh was required to pay tribute to the Peshwa as formerly, but was exempted from all retrospective* claims.

Fateh Singh Gaekwar died on the 21st December 1789. His brother Manaji immediately assumed charge of the government for his half-brother Sayaji, and was recognised by the Peshwa on payment of a large nazar. The claims of Govind Rao were, however, supported by Madhuji Scindia. Manaji applied for the protection of the British Government under the Treaty of 1780; but interference was declined on the ground that that treaty had been superseded by the Treaty of Salbai. The family quarrel was terminated by the death of Manaji in August 1793 and the succession of Govind Rao, who was required to pay large sums† to the Peshwa and to sign an agreement ceding to the Peshwa the Gaekwar's districts south of the Tapti and his share of the customs of Surat. This cession was afterwards relinquished by the Peshwa, the British Government having objected to it as a dismemberment of the Gaekwar's territory contrary to the provisions of the Treaty of Salbai.

Aba Shelukar, the Peshwa's Deputy in Gujarat, excited the enmity of Govind Rao by levying contributions in the Gaekwar's villages. This led to hostilities, to which the Gaekwar was further incited by Baji Rao, as Aba Shelukar was a supporter of the Minister Nana Farnavis. The quarrel was materially affected by the intervention of the British Government. On the death of the Nawab of Surat in 1799, the British Government endeavoured to obtain the cession of the Gaekwar's share of the chauth of Surat and the surrounding districts. To this the Gaekwar consented conditionally on the Peshwa's sanction being obtained, and in the hope of securing assistance against Aba Shelukar. His request for aid was not met; but in the meantime Aba Shelukar was made prisoner by Govind Rao, and in October 1800 the Peshwa leased to the Gaekwar his share in the Gujarat revenues for five years at the rate of five lakhs a year.

Mancherji Khursetji Desai of Navsari, who had been granted protection by Fateh Singh, under the guarantee of the East India Company, but had left Navsari in 1789 for Surat through fear of oppression, was granted a parwana (No. IV) by Govind Rao in October 1793: and this was renewed in August 1801 by a letter (No. V) from Anand Rao to the Company's representative at Surat.

Govind Rao died in September 1800 and his eldest son Anand Rao was acknowledged as his successor. He was of weak intellect, and the powers of the State were usurped by his illegitimate half-brother Kanhoji Rao, who was, however, deposed by Raoji Appaji, the minister of Govind Rao, supported by his brother Babaji. The cause of Kanhoji was espoused by Malhar Rao, cousin of Govind Rao, whose father had

* Appendix No. VI.
† Appendix No. VII.

been a supporter of Govind Rao in his struggles with Fateh Singh but was dissatisfied with the treatment he had received after the accession of Govind Rao to power. The struggle was ended by Raoji Appaji throwing himself on the protection of the British Government, and agreeing, by a Convention (No. VI) concluded on the 15th March 1802, to receive a subsidiary force from the Bombay Government and to cede the chauth of Surat and the pargana of Chorasi, on condition of being supported against Malhar Rao. After a short campaign Malhar Rao surrendered, and was given an allowance of Rs. 1,25,000 a year. Both Malhar Rao and Kanhoji subsequently rebelled more than once. Kanhoji was eventually removed to Madras in 1812, in consequence of his having conspired with the Jam of Nawanagar to secure his own elevation to the Baroda State and to destroy the British ascendancy in Gujarat. Malhar Rao died a prisoner at Bombay.

The Convention of the 15th March 1802 was reduced to a formal Treaty (No. VII) confirmed by the Gaekwar in a separate written agreement on the 29th July 1802. To this treaty was added a private engagement with Raoji Appaji, guaranteeing to him permanently the post of Minister and extending the protection of the British Government to him, his son, brothers, nephews, relations and friends. By the 14th article of the Treaty of Bassein (*see* The Peshwa, Vol. VII) the treaty with the Gaekwar was recognised and acknowledged by the Peshwa.

The military forces of Baroda included a complement of mercenary Arab troops who, though few in numbers, occupied all the important military posts and had, during his struggle with Kanhoji and Malhar Rao, kept the Gaekwar under arrest. The Convention and Treaty of 1802 both included a stipulation for British assistance to the Gaekwar in reducing the number of these mercenaries, who cost the State about three lakhs of rupees a year, while the Gaekwar was unable to discharge them, as he owed them arrears of pay amounting to about twenty lakhs, and the revenues for the current year were already mortgaged. The money was advanced to the Gaekwar by the Company, on territorial security: and the reduction of the mercenaries was effected, though not until the town of Baroda, which they had occupied, was invested by a British force. At that time, no important engagement of any kind was ever made in Gujarat without a guarantee or security: and the Arab Jemadars had, in many cases, not only become security to bankers for the repayment of loans made to the Gaekwar, but had guaranteed their persons against molestation or oppression. When the Arabs in Baroda finally surrendered, they agreed to withdraw from Gujarat on condition of receiving the arrears due to them and of being released from any guarantee given by them either to persons or property. This was done, the guarantee of the Company being substituted for that of the Arab Jemadars. The British Government gave, at the same time, a number of other guarantees to persons who had advanced money to the Gaekwar,

and to Ministers and other officials who stipulated for protection to themselves and their descendants before they would commit themselves to the policy of the British Government.

Up to the death of Anand Rao, the British Government continued to exercise a close control over the affairs of the Gaekwar: and their guarantees, which were considered to be advantageous in securing British influence at Baroda while at the same time establishing the Gaekwar's credit, caused no inconvenience. After the succession of Sayaji, however, and his investiture in 1820 with the full government of his State, they gave rise to much irritation; but the majority have either lapsed, been forfeited for misconduct, or declared to hold good only for the lives of the parties. In a Despatch No. 372, dated the 21st January 1856, from the Government of India in the Foreign Department to the Resident at Baroda, four guarantees were declared to be perpetual and hereditary. One of these, a Sanad (No. VIII) granted in January 1803 to Mangal Sakhi Das, lapsed in 1915 on the death of Bai Dhiraj, his last descendant: and only the remaining three are now in force. These are (1) the guarantees given to Mancherji Khursetji Desai in 1793 and 1801 (Nos. IV and V) already mentioned: (2) a guarantee given in February 1803 (No. IX) in replacement of one given by the Arab Jemadars to a Sanad of the Gaekwar Anand Rao, granted in April 1801 to Shankerji Desai of Bullesur: and (3) the guarantee given to a Sanad (No. X) granted by Anand Rao in May 1803 to Subhanji Pol and his uncle Sulbaji Pol, and continued to the former when, in 1814, the Gaekwar cancelled his original Sanad and granted a fresh one (No. XV) to Subhanji Pol only. In 1849 a permanent arrangement was sanctioned, by which the Gaekwar resumed the three villages held by Subhanji's son Goraji Pol, and undertook to pay to the Pol family an annual sum of Rs. 7,193-12-0, to be disbursed through the Resident, with the stipulation that no deductions should be made on account of depreciation of currency, *potadari* or other causes. In 1911 the Government of India decided that the British guarantee to the Pol was hereditary, that the Paga should be disbanded and that for the disbandment the Durbar should pay Rs. 1,333 (British) annually to the Pol. In 1912 the Government of India agreed to the Pol Pagedar receiving his allowance direct from the Durbar instead of from the Residency Treasury.

In 1803 an Agreement (No. XI) was concluded, supplementary to the Convention and Treaty of 1802, whereby the Gaekwar ceded districts yielding Rs. 7,80,000 for the support of the subsidiary force agreed on in those two instruments. These three engagements were all consolidated in a Definitive Treaty of General Defensive Alliance (No. XII) signed on the 21st April 1805, by which the subsidiary force was increased: territories yielding Rs. 11,70,000 were ceded for its support; lands yielding Rs. 12,95,000 were assigned for the payment of the Gaekwar's debts to the British Government, which amounted to Rs. 41,38,732;

the Gaekwar bound himself to submit his pecuniary disputes with the Peshwa to the arbitration of the British Government; and generally his relations with the British Government were defined.

In 1807 the East India Company concluded Agreements (No. XIII) with five chiefs of the Okhamandal district of Kathiawar. These people lived chiefly by piracy and on the offerings of pilgrims to the celebrated shrines of Beyt and Dwarka, the reverence attaching to which prevented neighbouring States from punishing them. Two of the Chiefs were required to pay Rs. 1,10,000 as compensation for past piracies, and all bound themselves to abstain from piracy in future.

In 1808 it was found that the districts ceded by the Gaekwar under the Treaty of April 1805 did not yield a revenue equal to the cost of the subsidiary force: and, by a Memorandum (No. XIV) dated the 12th July 1808, the Gaekwar ceded additional territories yielding Rs. 1,76,168-15-0.

The Peshwa's claims against the Gaekwar for the tribute of Kathiawar and the farm of Ahmedabad which, after the expiry of the five years' lease, had been renewed* in 1804 for ten years, at the rate of Rs. 4,50,000 a year, through the mediation and under the guarantee of the British Government, were met by counterclaims on the part of the Gaekwar for the revenues of Broach, which the Peshwa had ceded to the British without his consent, and for the pay of extraordinary troops kept up for the defence of the Peshwa's possessions in Gujarat. Renewal of the lease, which expired in 1814, was refused: and Trimbakji Danglia, the favourite creature of Baji Rao, directed the Kathiawar Chiefs not to pay to the Gaekwar the Peshwa's share of the tribute. To adjust these disputes Gangadhar Shastri, the Gaekwar's minister, was deputed to Poona under the guarantee of the British Government for his safety, but was basely assassinated by Trimbakji Danglia. By the treaty (*see* The Peshwa, Vol. VII) which, in consequence of this outrage, he was required to sign in 1817, the Peshwa was obliged to renounce all future claims against the Gaekwar and to compromise past claims for an annual sum of four lakhs of rupees, a payment from which the Gaekwar was released on the overthrow of the Peshwa. As the result of this arrangement, a new Treaty (No. XVI), supplementary to the Definitive Treaty of April 1805, was concluded on the 6th November 1817 with Fateh Singh, the Regent, on behalf of Anand Rao Gaekwar. The chief provisions of this treaty were an increase of the subsidiary force; the cession to the British Government of all the rights which the Gaekwar had acquired by the farm of the Peshwa's territories in Gujarat; the consolidation of the territories of the British Government and the Gaekwar in Gujarat by exchange of certain districts; the co-operation of the Gaekwar's troops with those of the British Government in time of war; and the mutual surrender of criminals.

* Appendix No. VIII.

Repeated violations of their agreements, and renewed piracies by the Okhamandal Chiefs, had led, in 1816, to the Company's occupation of the district; which, by Article 7 of the Treaty of November 1817, was ceded in full sovereignty to the Gaekwar. Anand Rao Gaekwar died on the 2nd October 1819, and was succeeded by his brother Sayaji Rao, who during the preceding years had been Regent, to the exclusion of his two legitimate sons, Balwant Rao and Pilaji Rao, by a Rajput wife. On his accession Government resolved (No. XVII) to withdraw from the minute interference which they had hitherto exercised in the internal affairs of the Baroda State, provided that the Gaekwar respected the British guarantees given to bankers, ministers and other individuals in his State. In 1820 the total debts of the State amounted to Rs. 1,07,66,297. Loans for the liquidation of this sum were raised from six principal bankers under British guarantee, the Gaekwar engaging to pay them off at the rate of fifteen lakhs per annum.

In April 1820 the British Government came to an Arrangement (No. XVIII) with the Gaekwar regarding the collection of the tribute due to him from Kathiawar and Mahi Kantha. He agreed not to send troops to collect the tribute, and the British Government agreed to procure payment of the tribute free from any expense to the Gaekwar. In the same year a somewhat similar arrangement was made regarding the Mewasis of Rewa Kantha (*see* Rewa Kantha, Vol. VII).

In September 1820 the Gaekwar entered into an Agreement (No. XIX) regulating the sale of opium in his territory. The export of opium from British India into Baroda had previously been prohibited, except on payment of duty at the rate of Rs. 12 a seer. The traffic in opium was, by this agreement, made a State monopoly, and the import duty was abolished.

In August 1825 the Gaekwar agreed (No. XX) that his share of any fines levied by the British Government in Kathiawar, and of any revenue over and above that fixed at the perpetual settlement, should be credited to the fund for the suppression of infanticide (*see* Part I, Western India States—*General*).

The instalments which the Gaekwar had agreed to pay for the liquidation of the loans raised in 1820 were very irregularly paid: and in 1825 it was found that the debts had increased. With the consent of the Gaekwar a new arrangement was made under guarantee, by which certain districts were farmed for seven years to pay off the debt. Sayaji Rao, however, violated the leases and showed no disposition to respect the guarantees: and the British Government in 1828 temporarily attached the districts of Petlad, Bahiyal, Kari, Dabhoi, Bahadurpur, Sinor, Amreli, Damnagar and Shiyanagar, and the tributes of Kathiawar, Mahi Kantha, Rewa Kantha, Rajpipla, Udaipur, and the tributary Sankhera villages. In 1832, however, after much negotiation, a private settlement was effected between the Gaekwar and the bankers,

the guarantees were cancelled, and the districts and tributes were restored to the Gaekwar.

By the 8th article of the Treaty of 1817 the Gaekwar was bound to maintain a body of 3,000 effective cavalry to co-operate with the subsidiary force. The article gave the British Government no right to the services of this force except when the subsidiary force could be employed; but the practice grew up of holding the cavalry available at all times for police duty in the tributary States. The force was very inefficient, and in 1830 the Gaekwar was called on to render two-thirds of the cavalry fit for service. On his failing to do so, lands yielding about Rs. 15,00,000 were sequestrated to provide funds for their punctual payment. In 1832, however, the districts were restored on the Gaekwar agreeing (No. XXI) to deposit Rs. 10,00,000 with the British Government. In the following years Sayaji Rao Gaekwar committed himself to a long course of unfriendly acts against the British Government. These led in 1839 to the sequestration of the district of Petlad, yielding a revenue of Rs. 7,32,000. The deposition of Sayaji Rao and the transfer of his rule to another member of the family were threatened. Part of the revenue of Petland was appropriated to the maintenance of a body of cavalry organised by the British Government, and called the Gujarat Irregular Horse. In 1840 it was proposed to the Gaekwar to reform his contingent by reducing the strength to 1,500 efficient men. This proposal was not based on the Treaty of 1817, which was declared abrogated by the unfriendly conduct of the Gaekwar. The Gaekwar was much opposed to this measure; but at last in 1841, when the causes of dispute were adjusted, an Agreement (No. XXII) was made with him, which revised the Treaty of 1817; provided for a payment of Rs. 3,00,000 for the Gujarat Irregular Horse; for the maintenance of the contingent of 3,000 horse by the Gaekwar; and for its employment in the tributary districts, the Gaekwar being permitted at any time to reduce the number so employed to 1,500 men. On the conclusion of this agreement the district of Petlad was restored, and the Rs. 10,00,000, deposited with the British Government in 1832, were refunded to the Gaekwar.

In 1844 Rules (No. XXIII) were agreed upon, regulating the levy of dues on vessels driven into the Gaekwar's ports in Kathiawar by stress of weather: and these were revised (No. XXIV) in 1850.

In December 1847 Sayaji Rao died, and was succeeded by his eldest son Ganpat Rao.

In April 1856 Ganpat Rao ceded (No. XXV) in full sovereignty the lands required for the construction of the Bombay, Baroda and Central India Railway, subject to the condition that his revenue should not suffer by the loss of transit duties. The question of compensation for such loss was discussed for some time; but eventually the Baroda Darbar

found it impossible to estimate it and abandoned all claims on that account.

Ganpat Rao died in November 1856. He left no son, and was succeeded by his brother Khandi Rao.

In 1858, as a reward for the Gaekwar's services during the mutiny, the payment of Rs. 3,00,000 for the Gujarat Irregular Horse, provided by the Agreement of 1841, was remitted (No XXVI); but at the same time the permission given to the Gaekwar to reduce the contingent to 1,500 men was cancelled, and the contingent was put on the same footing as that described in the 8th article of the Treaty of 1817, with the additional provision that it should do ordinary police duty in the tributary districts.

In 1862 the Ruler of Baroda was granted a Sanad of Adoption (No. XXVII).

In 1866 the Gaekwar's sea ports were declared to be British Indian ports for the purposes of Sections 18, 141 and 149 to 160 of the Consolidated Customs Act (VI of 1863). They still enjoy corresponding privileges under the Sea Customs Act (VIII of 1878).

In 1867 a permanent salute of 21 guns was granted to the Ruler of Baroda. In the same year the Government of India waived their right to have formally submitted for their sanction any appointment which the Gaekwar might wish to make to the post of Diwan of his State. They retained, however, the right to veto any nomination of which they might disapprove.

For many years there was a controversy as to the respective rights of the British Government and the Gaekwar to 46 villages in the Wajpur Taraf, a tract in Khandesh. These villages were in the possession of the Peshwa from 1750 to the downfall of the Mahratta power in 1817 During the earlier years of British rule the claim of the British Government as successor to the Peshwa was preserved, but the Gaekwar, who held some villages in this district in rightful possession, gradually encroached on the British villages, which had for some years yielded no revenue; and when in 1848 the question attracted attention and a claim was put forward by the British Government, the Gaekwar had been in undisturbed possession of the villages for twenty-one years. The question remained in abeyance until 1869, when, in consideration of the long possession of the Gaekwar, the British Government waived their right.

Khandi Rao died in November 1870 without male issue, though the accouchement of his younger wife was expected. The heir-apparent in these circumstances was his younger brother Malhar Rao who, having been accused in 1863 of being concerned in a conspiracy to compass the death of his brother, had been confined as a State prisoner at Padra in Baroda territory. Malhar Rao, having acknowledged in writing that

a posthumous son, if born, would be the undoubted heir to the *gaddi*, was recognised as regent during the interregnum, and eventually as Gaekwar on the birth of Khandi Rao's posthumous daughter.

The last six years of Khandi Rao's rule had been marked by serious deterioration in the administration of Baroda, which attracted on several occasions the severe animadversion of the Bombay Government. Under Malhar Rao's rule the maladministration of the State increased, till in 1873 the active interference of the British Government became unavoidable. A Commission was appointed for the purpose of making the necessary enquiries; and its report in March 1874 established so serious an amount of general misgovernment in Baroda that the Gaekwar was warned that, unless within a given time he effected essential reforms the nature and extent of which were fully explained to him, he would be removed from the exercise of power and such other arrangements, consistent with the maintenance of the integrity of the Baroda State, would be made as might be required to secure a satisfactory administration.

In May 1874 Malhar Rao solemnised his marriage with his mistress Lakshmi Bai. In consequence of doubts as to the propriety of this marriage, the Resident was directed not to attend the ceremony. By the tone of his communications to the Resident on this subject, the Gaekwar incurred the grave displeasure of the Bombay Government. Five months after the marriage a son was born, but the Resident did not participate in the ceremonies usually performed at the birth of a legal heir, and the course of events subsequently made it unnecessary for the Government of India to pronounce upon the validity of the marriage. Added to these causes of dissatisfaction with the conduct of the Gaekwar was his treatment of his brother's youngest widow, Jamna Bai, whom he confined to the palace till her life was endangered, and did not release her till he was warned that he would be held responsible if she suffered any further injury. In the meantime the Gaekwar's marriage with Lakshmi Bai had aggravated the serious differences between him and his nobles, which had been commented on in the report of the Commission; the pay of the military classes was greatly in arrear; the Sindis and Arabs in his service were fast getting beyond control; and there seemed to be every prospect of a rebellion. In short, no progress had been made in improving the administration, notwithstanding the Gaekwar's promises to reform.

In November 1874 the Government of India appointed a special officer, Sir Lewis Pelly, to replace Colonel Phayre, the Resident at Baroda, whose personal relations with the Gaekwar were not altogether satisfactory, and to afford the Gaekwar every possible aid in reforming his administration. Colonel Phayre had reported an attempt to poison him, and his successor, Sir Lewis Pelly, was instructed to investigate the case. Evidence was brought to light which tended not only to substantiate the commission of the attempt, but to throw suspicion on the Gaekwar him-

self. An enquiry was deemed essential; but, having regard to the antecedents of the Gaekwar, the discredit thrown on his character by the report of the Commision, and the weight of the evidence brought to light, the Government of India were of opinion that the enquiry would be conducted under disadvantages if Malhar Rao remained in the position of Gaekwar, and that it would be improper to continue friendly communications with him pending the investigation. It was therefore determined to suspend Malhar Rao from power, and to assume on behalf of the British Government the administration of the State pending the result of the enquiry. Troops were accordingly sent to Baroda, Malhar Rao was arrested, and a Proclamation (No. XXVIII) was issued announcing his suspension and the institution of the enquiry. It was announced at the same time that, whatever the results of the enquiry might be, a Native administration would be re-established at Baroda. The charges against Malhar Rao of instigating the attempt to poison Colonel Phayre, of holding secret communications with certain Residency servants, and of giving them bribes for improper purposes, were investigated by a Commission composed of the Chief Justice of Bengal as President, and Sir Richard Meade, Mr. P. S. Melvill, Maharaja Scindia, the Maharaja of Jaipur and Sir Dinkar Rao as members. The European members considered the charges proved; but Scindia and Sir Dinkar Rao found the graver imputations not proved, while the Maharaja of Jaipur thought that Malhar Rao was not implicated in any of the offences charged.

Meanwhile, independently of the enquiry into the attempt to poison Colonel Phayre, much additional proof of Malhar Rao's unfitness for power had been accumulated. As the Commissioners were divided in opinion, the final decision of Her Majesty's Government was not based upon the report of the Commission, nor did it assume that the result of the enquiry had been to prove the truth of the imputations against the Gaekwar; but, having regard to all the circumstances relating to the affairs of Baroda from the date of Malhar Rao's accession to power, to his notorious misconduct, his gross misgovernment of the State, and his evident incapacity to carry into effect the necessary reforms, it was resolved that Malhar Rao should be deposed from the position of Gaekwar; and that he and his issue should be precluded from all rights, honours and privileges appertaining thereto.

A Proclamation (No. XXIX) to this effect was issued on the 19th April 1875, and Malhar Rao was deported to Madras. He died there in 1882 without male issue, his son by Lakshmi Bai having predeceased him in 1880. His widows, Mahalsa Bai and Lakshmi Bai, returned to Baroda territory. The former died in 1903, and the latter in 1916.

The Government of India, being desirous to mark their sense of the loyal services of Khandi Rao Gaekwar in 1857, acceded to the request

of his widow, Jamna Bai, that she might be allowed to adopt some member of the Gaekwar family, who might be selected as the most suitable person upon whom to confer the Baroda State. Her choice fell upon Gopal Rao, a descendant of Partab Rao, son of Pilaji Gaekwar; and he was installed as Gaekwar of Baroda on the 27th May 1875, under the name of Sayaji Rao. Sir Madhava Rao, then serving at Indore, was appointed Diwan, and brought the administration into an efficient state. Maharani Jamna Bai died in 1898.

Some of the provisions of the Opium Agreement of 1820 having been allowed to fall into abeyance, it became necessary to put the opium arrangements with Baroda on a more satisfactory footing, and a settlement was arrived at in 1878. Its provisions were stated in detail in a letter (No. XXX) from Sir Madhava Rao, whose proposals were accepted with some slight modifications. They may be summarised as involving the adoption by Baroda of the Bengal system. The most notable departure from the spirit of the original Agreement of 1820 was that the Baroda State was permitted to manufacture opium for exportation to China on certain conditions, but this exportation was stopped in 1913. In 1922 the Darbar adopted the measures necessary to give effect to the provisions of the International Opium Convention.

In 1878 a British officer was appointed as Boundary Commissioner, for the settlement of any disputes between Baroda and her neighbours, that might be referred to him. With the approval of the Government of India, a code of rules for such settlements was drawn up. Since 1884 the First Assistant to the Resident has been *ex-officio* Boundary Commissioner.

In 1879 the State ceded (No. XXXI) all the criminal, though not the civil, jurisdiction that it possessed in such lands of the Amreli Mahals as had been made over for the Bhavnagar-Gondal Railway. The jurisdiction is exercised by British courts in the Western India States Agency. It was subsequently arranged, as a tentative measure, that this Agency should exercise jurisdiction in civil suits against the States owning the railway, when the cause of action should have arisen in the area of the Baroda lands.

In 1880 the State ceded (No. XXXII) full jurisdiction, short of sovereign rights, over the lands required for the Rajputana-Malwa Railway where it passes through the northern division of Baroda.

In September 1881 an Agreement (No. XXXIII) was concluded by which the Government of India, in consideration of an annual payment of Rs. 3,75,000, agreed to release the Gaekwar from his obligation, under Article 8 of the Supplemental Treaty of 1817 (No. XVI), to maintain the contingent of 3,000 horse. The contingent was not actually disbanded until 1885: the police duties in Kathiawar, Palanpur, Mahi Kantha and Rewa Kantha, till then performed by men of the contingent, are now carried out by local corps specially raised for the purpose.

On the 28th December 1881 Sayaji Rao Gaekwar came of age and was formally invested with full powers. Sir Madhava Rao continued to hold the post of Diwan until 1883, when he resigned. The administration of the State still continues to be carried on nominally by the Diwan: the present holder of the post is the twelfth successor of Sir Madhava Rao.

Certain claims to levy customs duties and abkari, as well as to exercise jurisdiction within the tract called the Dangs, were preferred by the Gaekwar, but rejected by the Government of India in 1884. Some villages were claimed as belonging wholly to one party or the other, and others were claimed as co-shared: also the boundary had never been properly demarcated. A special officer was appointed in 1886, who settled all disputes connected with the Dangs, besides laying down the boundary.

In 1885 the Baroda system of administering the abkari revenue came under the consideration of the Government of India. It was found that under the existing system considerable loss was occasioned to the British excise revenue by the importation of illicit spirit from the Gaekwar's territories, drunkenness was encouraged, and affrays between smugglers and the preventive police were of frequent occurrence. The Baroda Darbar were addressed upon the subject and, after considerable delay, a settlement in principle of most of the matters under discussion was arrived at. Its terms are embodied in a Memorandum of Agreement, dated the 14th November 1886 (No. XXXIV) drawn up by the Bombay Commissioner of Customs and the Diwan of Baroda. Details were subsequently worked out by a joint Commission.

In 1887 the Gaekwar abolished all transit dues in his territory, an act of liberality for which he received the thanks of the Viceroy.

The Government of India has the right of controlling salt works, and of opening new ports in the Gaekwar's territories, as also the right to wreckage on the Baroda shores in Gujarat.* In 1887 the Gaekwar entered into an Agreement (No. XXXV) putting the salt arrangements in his Kathiawar possessions on much the same footing as obtains in the other States of that province. In 1922 the agreement was slightly modified,† by the Government of India, agreeing to the export of Baroda salt from Okhamandal and Kodinar to Calcutta subject to certain conditions. In 1921 the Government of India agreed to sanction a refund of duty or salt consumed for industrial purposes by factories situated in Baroda territory.

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* Government of India, Foreign Department Notification No. 2919-I., dated the 3rd September 1890.

† *See* Note at end of No. XXXV.

In 1888 the Government of India affirmed* its right to exercise full criminal jurisdiction within the Cantonment of Baroda: and in 1890 it was decided that the civil jurisdiction in the Cantonment likewise vested in the Government, notifications at the same time being issued by which the Court of the Cantonment Magistrate became bound to execute and serve decrees and summonses from any of the Gaekwar's Courts.

In 1889 the Gaekwar delegated (No. XXXVI) the necessary jurisdictional powers over the lands within Baroda territory passed through by the Mehsana-Viramgam Railway, the entire cost of the construction of which he agreed to bear. For the purposes of the exercise of this jurisdiction, the lands were declared by the Governor-General in Council to be subject to the laws and Courts of Viramgam taluka.

In 1891 the Gaekwar issued orders directing the Baroda Courts exercising jurisdiction over Baroda State Railways to follow, as far as possible, the Indian Railway Act and rules in dealing both with railway offences and with the rights and obligations of the railway administration. Special rules were also framed to regulate the working of the police on the Baroda State railways.

In 1891 the Bombay Government issued detailed instructions on the subject of extradition. Generally, it may be said that the provisions of the Extradition Act and rules thereunder are followed on both sides as far as possible.

A British officer had been appointed in 1878, in subordination to the Agent to the Governor-General, to settle finally and judicially, under rules sanctioned by the Government of India, the different rights and interests, guaranteed and unguaranteed, appertaining to those inhabitants of Rewa Kantha, Mahi Kantha and elsewhere who had claims to Giras or Wanta in the territories under the direct administration of the Gaekwar. This step had been rendered necessary by the action of the Gaekwar Khandi Rao, who had in 1862 attached all such Tora Giras and many such Wanta rights, the large majority of which had been enjoyed by virtue of the settlements effected in 1820 between the Gaekwar and the Chiefs and Zamindars of Mahi Kantha (No. XVIII and *see* Mahi Kantha, Vol. VII) and of Rewa Kantha (*see* Rewa Kantha, Vol. VII). There were also some similar claims for consideration which had not been guaranteed, directly or indirectly, by the British Government. All these had, in consequence of the attachment, fallen into arrears and the whole subject had become involved in great confusion. The work of adjudication was finally completed in March 1884, by which time 6,765 cases (Giras 4,113, Wanta 2,652) had been decided. The special officer, however, had to be reappointed to decide the question of guarantee as it affected the Bhayad of the Mahi Kantha tributaries. This work was

* Government of India, Foreign Department, Notifications Nos. 1163-I. and 1164-I., dated the 23rd March 1888.

concluded in 1889-90: and the British Girassia Agent was removed on the express condition that his appointment would be revived if necessity should arise. A special department has since been constituted by the Baroda Darbar to hear Giras and Wanta disputes: and, should any guaranteed Girassia feel himself aggrieved by the decision of this department, he is at liberty to make his final appeal to the Resident.

In 1892 the Government of India ruled that Girassias should, on account of their guarantees, be exempted from paying court-fees in the Baroda courts in revenue cases brought by them against the State in connection with Giras *haks*. In 1895 a further exemption was made in their favour in cases where guaranteed Girassias have recourse to the Baroda Courts for the recovery of the revenue of their Wantas in Baroda territory. In 1897 the Government of India approved of certain rules for the regulation in Baroda territory of the revenue management exercised by guaranteed Thakurs and Girassias, and the recovery of their rent or revenue from Wanta lands, etc., or other guaranteed *haks*.

In 1892 an Arrangement (No. XXXVII) was made by the British Government between the Gaekwar and the Raolji of Mansa, whereby the latter agreed to the absolute transfer to the Gaekwar of all his rights and interests in and over Wanta, Giras, and other lands of various descriptions in Baroda territory in return for an annual payment of Rs. 8,500, which is guaranteed by the British Government. The Raolji also received from the Gaekwar a sum of Rs. 14,000 in commutation of all miscellaneous petty rights and outstandings of Wanta and other revenues. The agreement in no way affected the lands, belonging to the Raolji, placed within Baroda territory by the boundary settlement of 1873, or the lands of the Bhayad of the Raolji, or his right to receive the Tora Giras payable to him by Baroda. In the same year a similar Arrangement (No. XXXVIII) was made by the British Government for the commutation of the Palanpur State's rights in the Wantas of Chansole and Nagwasan, in Baroda territory, into an annual guaranteed payment by the Gaekwar of Sicca Rs. 900. On the demonetization of the Sicca currency the amount was converted to British Rs. 857-2-3. The Baroda State also paid a sum of Rs. 800 to the Palanpur State in commutation of all outstandings then due to them.

In 1893 the Indian Telegraph Act (XIII of 1885), and the rules framed thereunder, were made applicable to all existing and future telegraph lines in the Baroda State that were or might in future be connected to the Imperial system, or that, being isolated, were or might in future be available for public use by the despatch of messages on payment. Jurisdiction under the Telegraph Act rests with the Baroda Darbar, except in cases in which European British subjects, or European or American foreigners, are accused.

The Gaekwar has constructed at his own expense a number of railway lines running through Baroda territory. A commencement was made in 1872, and many extensions and new constructions have since been added. Most of these lines are worked by the Baroda State, jurisdiction over them not having been ceded to the Government of India. In 1892-93 the Government of India laid down that on all isolated railways constructed, or to be constructed, by the Gaekwar in Baroda territory over which the State has been allowed to retain jurisdiction, all British subjects employed on such railways have the right, in all cases in which they are concerned under the Railway Act, of making representations to the Resident at Baroda, whose advice will be duly attended to. The Government of India further reserved to themselves the right, in case of necessity, of assuming complete jurisdiction on any or all of the Gaekwar's railways. This reservation was accepted unconditionally and without reserve in 1894.

In 1895 the Baroda Darbar ceded (No. XXXIX), with civil and criminal jurisdiction, the land in the Kadi division of the State required for the construction of the Ahmedabad-Prantij Railway, on the same conditions as those on which land had been ceded for the Rajputana-Malwa Railway in 1880 (No. XXXII). In the following year they consented (No. XL) to make over, on similar conditions, the land required for the Tapti Valley Railway.

In 1897 the Gaekwar concluded an agreement with the Bombay, Baroda and Central India Railway Company for the working of the Dabhoi Railway from Miyagam to Bodeli and from Vishwamitri to Chandod. This agreement was terminable at one year's notice and was terminated in October 1921, when the management of these lines was handed over to the State. Another Agreement (No. XLI) was made in 1897 with the same Company, having retrospective effect from the 5th May 1890 and terminable at one year's notice, for the working of the Anand-Petlad Railway.

In 1897 the Baroda Darbar agreed to levy an excise duty of 3½ per cent. *ad valorem* on all woven goods produced by the spinning and weaving mills in Baroda territory, except those for which tariff values had been assigned. This measure was experimental for five years, but was continued until December 1925, when it was suspended: and was abolished in 1926.

In 1899 permission was given to the Gaekwar to construct the portion of the Anand-Petlad-Cambay Railway lying between Tarapur and Petlad as a famine relief work. In the following year the Darbar ceded (No. XLII) full and exclusive power and jurisdiction of every kind over the lands in Baroda which were, or might thereafter be, occupied by the Anand-Petland-Cambay Railway.

In October 1900 the Gaekwar decided to substitute British Indian silver coinage for the existing Babashahi coinage, for a term of not less than 50 years. The payment of the tribute due from the State to the British Government has been converted at the rate of Babashahi Rs. 130 to British Rs. 100.

In 1902 an agreement was negotiated, through the Secretary of State, between the Baroda Darbar and the Bombay, Baroda and Central India Railway Company, for the construction and working of a chord line between Godhra and Baroda as a part of the Bombay, Baroda and Central India Railway, on the understanding that, in the event of the latter railway being taken over by the British Government, the Baroda Darbar would be allowed the option of bearing the capital expenditure of the portion of the line passing through their territory and thereafter sharing in perpetuity with the British Government the profits or loss on working, in proportion to the capital contributed. In October 1909 the Baroda Darbar finally decided not to avail themselves of the above option. The Company also agreed to pay to the State the fair value of the earthwork which had been completed as a measure of famine relief on the Baroda portion of the line. In 1903 the Darbar ceded (No. XLIII) full and exclusive power and jurisdiction of every kind over the lands in Baroda which were, or might thereafter be, occupied by the Baroda-Godhra Railway.

In 1902 an arrangement was made with the State for the supply of water from the Ajwa water works to the civil population of the Baroda Cantonment. This arrangement is terminable by the State at three months' notice.

In 1903 the Baroda Darbar agreed to restrict the cultivation of hemp to the amount required for home consumption only, either as a narcotic or as an article of industrial value: on the understanding that, if at any time the home-grown drug should be insufficient in quantity to meet local requirements, the State should be permitted to import the deficiency and to receive a refund of three quarters (increased in 1917 to thirteen fourteenths) of the duty levied on the drugs so imported; while, if the State should desire to extend the cultivation of hemp for other industrial purposes, and to export the products so obtained, it should not be debarred from doing so. The State also agreed to assimilate its system of cultivation, sale, taxation and control of hemp drugs, so far as local circumstances would permit, to that prevailing in the Bombay Presidency, and to adopt measures for the prevention of smuggling.

In 1907 a Conference was held at the Baroda Residency, when various points in dispute between the Baroda Darbar and the guaranteed Girasias were settled, some by mutual agreement between the parties concerned and others by amicable settlement between the Resident and the Baroda Darbar. One of the points discussed was a proposal to hold an

Alienation Inquiry into the lands held in Wanta, with a view to ascertaining the liabilities of these holdings to assessment or additional settlement. Eventually, in 1915, the Government of India allowed the Baroda Darbar to undertake this Inquiry under a set of rules specially framed for the purpose, and to carry out the survey of the alienated holdings. Since 1915 the Government of India have allowed the Baroda Darbar to levy local cess and cotton cess on the guaranteed Giras and Wanta lands situated in the Baroda State: and since 1921 some of the Girassias and Thakurs have been allowed, by mutual agreement between the Baroda Darbar and themselves, to exercise certain powers of mutation of names in respect of certain lands alienated unconditionally.

In 1908 a reciprocal arrangement was made between the Government of India and the Baroda Darbar by which decrees passed by Civil Courts in British India, and by those established or continued by the authority of the Governor-General in Council in the territories of the Baroda State, are executed by the Courts of the Baroda State and *vice versâ*. Since 1897 a similar arrangement has existed between the Government of India and the Baroda Darbar regarding the service of summonses issued by Civil or Revenue Courts.

In 1909 the Government of India agreed to the proposal of the Baroda Darbar to post Baroda State Police at the various Railway Stations on lines on which jurisdiction had been ceded, with the object of co-operating with the Railway Police in watching for criminals and suspicious characters.

In 1912 the Government of India admitted the claim of the Baroda State to levy income tax from the officials of the Imperial Postal Department employed at post offices in Baroda territory.

In 1912 and 1913 the Baroda State ceded full criminal (No. XLIV) and partial civil (No. XLVI) jurisdiction over the lands in the Amreli Division of the State occupied by the Khijadia-Amreli-Chalala and Dhasa-Khundla Railways. This arrangement was extended to the Chalala-Dhari section in 1917.

In 1913 the Baroda State ceded (No. XLV) full and exclusive power and jurisdiction of every kind over the lands in Baroda which were or might thereafter be occupied by the Billimora-Sara-Kalamba Railway. In the same year the Baroda State ceded, by an Agreement (No. XLVII) supplementary to that of 1889 (No. XXXVI), full and exclusive power and jurisdiction of every kind over the lands in the Baroda State which were or might thereafter be occupied by the Mehsana-Viramgam Railway

In 1913 the Secretary of State sanctioned the construction by the Baroda State of the Okhamandal Railway (a metre gauge line from Kuranga to Adatra) on condition that the State should levy at Beyt

customs duties and port dues at rates not lower than those levied in ports of British India.

In 1917 the Government of India abolished the practice, till then obtaining, whereby every sentence of death passed by the Baroda State Courts required the confirmation of the Gaekwar. His Highness now exercises a Ruler's prerogative of mercy where an application is made to him.

In 1919 the Baroda Darbar agreed to a proposal made by the Government of India that ships owned by them or their subjects should fly the British flag, with the badge of the State marked thereon, while such ships are on the high seas or in the territorial waters of Foreign Powers; but that they should continue to fly the Baroda flag when within the territorial waters of India and other parts of the British Empire. In 1922 the Admiralty issued a warrant authorising the State of Baroda to use the Red Ensign defaced by the badge of the State.

The Government of India have sanctioned a free grant to the Baroda State of service postage stamps of the value of Rs. 85,000 per annum for use on official inland correspondence, on the understanding that the grant will be reduced if the postal rates are reduced.

In 1921 an Agreement (No. XLVIII) was concluded between the Baroda Darbar and the Bombay, Baroda and Central India Railway Company, whereby the Company undertook the working of the Gaekwar's Mehsana Railways. The Agreement is terminable on the 31st March of any year, after not less than twelve months' notice. In the same year the Government of India sanctioned the estimate for the construction by the State of the Petlad-Bhadran Railway, on condition that the Government of India should have the right of first refusal to purchase the British section of the line and that, in the event of that right not being exercised, the Government of India should have the right to control any other negotiations for its transfer.

In 1922 the Baroda Darbar ceded (No. XLIX), with full criminal and partial civil jurisdiction, the lands in the Okhamandal Division of the State occupied by the Okhamandal Railway (Kuranga to Adatra). In 1924, however, the Government of India agreed to the retention by the State of jurisdiction over the portion of the railway from Adatra Station to the harbour, on condition that, if this portion were used for passenger traffic or if the necessity should otherwise arise, the Government of India might assume jurisdiction. The Okhamandal Railway and the Jamnagar-Kuranga Section of the Jamnagar-Dwarka Railway were amalgamated in April 1923, and the whole line from Rajkot to Adatra is now styled the " Jamnagar and Dwarka Railway ".

In 1923, by a Deed of Cession (No. L) dated the 6th December, the lands ceded by the Gaekwar in 1856 for the construction of the Bombay, Baroda and Central India Railway (No. XXV) were restored to him,

subject to the retention by the Government of India of full power and jurisdiction over them so long as they are required for the purposes of the Railway. Up to the time of their retrocession, the Cantonment Magistrate at Baroda had exercised magisterial powers over these lands, in subordination to the District Magistrate of Broach; since their retrocession, the Huzur Deputy Collector and Magistrate of the First Class at Broach has exercised the same powers over them.

In 1923 the Baroda Darbar entered into a reciprocal arrangement with the Government of Bombay regarding the periodical payment of pensions, provided that the amount of each such payment is not less than Rs. 100.

In 1925 the Baroda Darbar entered, tentatively for a period of three years, into a reciprocal arrangement with the Government of India regarding relief from double income-tax. It was agreed that, where income-tax is charged on the same income both in British India and in the Baroda State, the total relief to be given shall be equivalent to the tax at the lower of the two rates of the tax imposed, and that the Government of India and the Darbar shall each give a rebate of half of the lower rate. This arrangement has been extended up to the 31st March 1931. The arrangement does not apply to the officials of the Posts and Telegraphs Department serving in Baroda territory.

In 1927 the Baroda Darbar ceded jurisdiction over the lands in the State occupied by the Kalamba-Jherria extension of the Billimora-Kalamba Railway (No. LI).

In 1929 the Government of India agreed to the issue of denatured salt to agriculturists in Gujarat Baroda (not in Amreli Division and Okhamandal) on the strength of permits issued by the Subas of Baroda, Navsari and Kadi Divisions of the Baroda State, where British duty paid salt is consumed by the subjects.

In 1929 the Baroda Darbar accepted rules* for the export of salt by sea from the State.

The area of the Gaekwar's territory is 8,135 square miles; the population, according to the Census of 1921, 2,126,522; and the revenue in 1925-26 was Rs. 2,37,06,786.

The military forces of the State consist (1926) of 1,500 Cavalry, 3,182 Infantry, 93 Artillerymen with 7 serviceable and 37 unserviceable guns, and 2,689 Armed Police. There are no treaty provisions as to the strength of the Baroda military forces; but in 1881, on the installation of the present Gaekwar, the military forces were made over to him on the understanding that no material change should be made in their numbers or constitution without the assent of the British Government. In 1923 the Government of India suspended this stipulation. In 1885 the Government of India consented to a proposal that the number of the Gaekwar's mounted troops should not in future exceed 3,000 of which

* Appendix No. IX.

only 1,000 should be regulars. In 1887 the Government of India agreed to an addition of 500 regulars, thus bringing the total sanctioned strength of mounted troops up to 3,500. Since that date no increase of any kind has been sanctioned.

The Chiefs of Okhamandal.—The district of Okhamandal, in the extreme west of Kathiawar, is peopled by Wadhil Rajputs, and by Waghers, who are a mixed race of Muhammadans and Hindus. The circumstances that led to the conquest of the district by the British in 1816, and its cession to the Gaekwar by the Treaty of November 1817 (No. XVI), have been mentioned in the main narrative.

The Waghers frequently resisted the Gaekwar's authority, and in 1859 rose in open rebellion which necessitated the employment of British troops to subdue them. After the rebellion a British officer was stationed at Dwarka, the headquarters of the district of Okhamandal: he was an Assistant to the Resident at Baroda, and had full criminal jurisdiction over the Waghers and other cognate tribes. He was also Commandant of the Okhamandal Battalion, which was raised in 1861 and is still maintained by the Gaekwar, though only for purely local purposes.

In 1920 the Government of India sanctioned the withdrawal of the Assistant Resident at Dwarka, and handed over the administration of the Waghers to the Baroda Darbar on certain conditions and with the proviso that, if the new system were found to work unsatisfactorily and British intervention should again be found necessary, the question of resuming the administration of the affairs of the Waghers would again be taken into consideration.

Amreli.—The headquarters of the Gaekwar's possessions in Kathiawar are at Amreli. The troubles which led to the appointment of a British officer to supervise the district of Okhamandal made it also necessary to appoint an Assistant Resident at Amreli as the medium of all communications between the officers of the Kathiawar Agency and the Gaekwar's local officials.

Owing to the disturbed state of Kathiawar in 1864, the British authorities required that the police arrangements in the Amreli Mahal should be put on a more satisfactory footing. The Gaekwar, therefore, in that year converted a police battalion into a battalion of regulars, which was cantoned at Dhari, near the Gir jungles, a resort of the lawless characters of Kathiawar. The regiment was to be under the exclusive orders of the Assistant Resident at Amreli. In 1865 a British officer, nominated by the Government of India, but paid by the Baroda State, was appointed as Superintendent, or Commandant of the regiment, under the Assistant Resident. The post of Superintendent lapsed in 1888 and continued unfilled: the Assistant Resident holding charge of the office in addition to his own duties. In 1886 the Government of

India consented to the removal of the headquarters of the battalion from Dhari to Amreli; but, except for a short interval in 1888, the regiment has remained at Dhari, detachments being stationed at Amreli, Kodinar, Damnagar, Bhimkatta, Ratanpur and Kadi. In 1898 the Government of India consented to the Baroda Darbar exercising full control over the battalion, subject to the proviso that adequate measures were taken for the maintenance of peace and order in and on the borders of the Amreli Mahals and that requisitions from the political authorities in Kathiawar, for assistance in connection with outlawry and dakaiti, were readily complied with by the State.

Up to 1920 the Government of India had acted as guardian of the interests of holders of Mulgiras estates in Amreli, between whom and the Baroda Darbar disputes regarding their giras rights had been frequent. In that year, however, the Government of India withdrew their direct interference in the affairs of the Mulgirassias, on certain conditions; but reserved to themselves the right to intervene afresh should they be satisfied that, owing to misgovernment or oppressive methods of administration, general unrest was being produced among the Mulgirassias.

The appointment of Assistant Resident, Amreli, was abolished in January 1921.

Mandvi Tora Giras.—The petty State of Mandvi within the limits of the Surat district used to collect annually from the neighbouring Baroda villages a sum of Broach Rs 46,500 as Tora Giras. After the lapse of Mandvi to the British Government this right remained dormant for some time, but was revived. The Gaekwar resisted the claim, basing his argument chiefly on the grounds that the levy was an immoral one imposed by a robber chieftain on peaceable villages belonging to Baroda. It was clear, however, that, whatever the origin of the levy may have been, it was an asset belonging to the State of Mandvi and not private revenue of the Chief, and that it was in existence long before the Gaekwar's entry into Gujarat. In these circumstances it was decided that Baroda should pay to the British Government an annual sum of Rs. 43,858 (British) on this account, less Rs. 16,456 on account of similar payments due to Baroda from the districts of Ahmedabad and Kaira. The arrears due from Baroda up to the year 1865-66 were remitted.

No. I.

Treaty with Futteh Singh,—1773.

Agreement between William Andrew Price, Esq., Chief for Affairs of the British Nation, in behalf of the Honourable United East India Company, on the one part and Futteh Sing Guikwar on the other part.

The town of Baroach, lately belonging to Mahazuz Khan, Nawab, having been conquered by the victorious arms of the Honourable Company, it is stipulated and agreed that everything shall remain on the footing it was at the time of the said conquest; the English and Futteh Sing each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above everything is to continue.

This is the agreement sealed by both parties, the 12th day of January 1773, or the 18th of Shewwel, in the 1186th year of the Hegira.

No. II.

Translation of the Treaty between Rogoonath Row Pundit Purdan on one part, and Futteh Sing and Sevajee Row Shumsher Bahadoor on the other part,—1773.

That Sevajee and Futteh Sing Shumsher Bahadoor had disobeyed and joined with the rebels, but now, by the means of Colonel Keatinge, for and in behalf of the Honourable United English Company, have by promising presents accommodated matters with Pundit Purdan. The following are the Articles of their proposals:—

Article 1.

That Sevajee and Futteh Sing Guikwar Shumsher Bahadoor do hereby agree to pay the sum of eight lakhs of rupees every year to the Sircar.

Article 2.

That they are, as usual, to attend with a troop of 3,000 good horse and men, which numbers are not to be lessened.

ARTICLE 3.

In Mhado Rao's time they used to pay every year three lakhs of rupees to Govind Rao Guikwar Shumsher Bahadoor, which sum it is settled not to pay him henceforth, and about which Govind Rao is to make no claim against Sevajee and Futteh Sing.

ARTICLE 4.

Conde Rao Guikwar Jumush Bahadoor is to be countenanced on the same footing and agreeable to the assentment made in the time of the late Damajee Rao, deceased.

ARTICLE 5.

That the government and revenues of the pergunnah of Baroach have been ceded to the Honourable Company agreeable to the agreement made between them and Sheremunth Punt Purdan, about which Sevajee and Futteh Sing are not to make any dispute.

ARTICLE 6.

The Pergunnahs of Chickly, Veriow near Surat, and Koval near Nerbudda and about 15 coss distance from Baroach, which altogether makes three pergunnahs, the Guikwar has ceded to the Honourable Company for ever on account of the peace they made between the Guikwar and Sheremunth Punt Purdan.

ARTICLE 7.

That in the Court of Sheremunth Punt Purdan the Guikwar must pay a due attention to everything that is reasonable without having any communication with the enemies.

ARTICLE 8.

That for the confirmation and compliance of the above Articles the Honourable Company stand security, and should the Guikwar appear any ways false the Honourable Company are to preserve them.

Ragoba is also to fulfil the above said Articles without any difference.

No. III.

TREATY as ratified by the SUPREME GOVERNMENT in 1780.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR, concluded at the village of CANDEELA, in the PERGUNNAH of DUBHOY, January 26th, 1780.

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard in the name of the Honourable Governor-General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English compelled them to take up arms in defence of their own rights and possessions, the Honourable the President and Select Committee of Bombay, with the sanction and approbation of the Honourable Governor-General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honourable the East India Company on one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family, on the other, and the following are the Articles of convention mutually entered into :—

ARTICLE 1.

A Treaty between the Chiefs of the English Company and Futteh

TREATY as originally concluded and exchanged with FUTTEH SING in 1780.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR, concluded at the village of CANDEELA, in the PERGUNNAH of DUBHOY, January 26th, 1780.

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard in the name of the Honourable Governor-General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English compelled them to take up arms in defence of their own rights and possessions, the Honourable the President and Select Committee of Bombay, with the sanction and approbation of the Honourable the Governor-General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honourable English East India Company on the one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family on the other, and the following are the Articles of convention mutually entered into :—

ARTICLE 1.

The English and Futteh Sing Rao agree to a league of defensive alliance

Sing Rao Guikwar Shumsher Bahadoor is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one, the enemies of the other. If any one shall invade the territories of the English, it shall be incumbent on Rao Shumsher to punish him, and if any one shall invade the country of the said Rao, the Chiefs of the English Company shall use their endeavours to repel him. In this let no deviation happen.

ARTICLE 2.

Whereas the ministers of Poona have repeatedly violated the Treaty which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Futteh Sing Rao Guikwar Shumsher Bahadoor have greatly oppressed him, wherefore it has become necessary for our mutual honor to check and resent the injuries which have been committed by the ministers of Poona, it is therefore at present agreed that having removed the government of the ministers of Poona from the country of Guzerat, we will conquer and possess ourselves of the whole country of Guzerat and the soubah of Ahmedabad, and make such an arrangement that the ministers shall not be able to receive or collect a single Daum from that country.

ARTICLE 3.

The share of the country of Guzerat belonging to the Guikwar shall

and to protect each other against all foreign enemies whatever.

ARTICLE 2.

The ministers of the Mahratta State, by repeated violations of Treaty, as well as their late conduct, having drawn on themselves the just resentment of the English; having also by undue acts of oppression proved themselves the enemies of Futteh Sing; for these reasons, and because the most firm and sincere friendship has long subsisted betwixt the Honourable Company and Futteh Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poona from all share of country in the province of Guzerat whatever.

ARTICLE 3.

The English agree to support and defend Futteh Sing in possession of his

be continued and kept entire, and the share of the ministers of Poona shall be enjoyed by the English Company, and Rao Shumsher Bahadoor shall support and assist the Chiefs of the English Company in taking it and in keeping possession of it, and the Chiefs of the English Company shall not fail to support and assist Rao Shumsher Bahadoor in the defence and maintenance of his share.

share of the Guzerat province; and Futteh Sing is to assist and support the English in possessing themselves of, and maintaining the share now held by, the government of Poona.

ARTICLE 4.

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Rao Futteh Sing Shumsher Bahadoor and the English, Rao Shumsher Bahadoor engages that he will supply for the present war three thousand horse as usual, and further as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interests.

ARTICLE 4.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futteh Sing, the latter agrees to join the English with three thousand horse according to custom, and as many more as he can possibly raise, to act in conjunction with them during the present war, whenever they shall call upon him to do so.

ARTICLE 5.

Whereas in the divisions held by the Guikwar and the ministers of Poona respectively, by reason of the double government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the ryots are distressed; the English Chiefs are for these reasons desirous of settling a new partition, so that a Treaty having mutually taken place no differences may arise; and with a view to the interests and welfare of both, a portion of

ARTICLE 5.

As the present mode of partition betwixt the Poona government and Futteh Sing is attended with great loss and inconvenience from the disputes that must arise from the interference of the officers of each in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon that a new settlement of the province of Guzerat shall take place for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honourable East India Company and Futteh Sing, according

country equal to the share held at present by the ministers of Poona, according to the established collections and customary receipts of revenue, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a Daum difference.

to the proportion of the revenues now respectively held by him and the Mahrattas.

ARTICLE 6.

The city of Ahmedabad, together with the pergunnahs, that is to say, the whole of the country lying on the other side of the river Myhee, which is now possessed by the Poona government, shall be conquered and given to Rao Shumsher Bahadoor, and in exchange for it the pergunnahs of Surat Attaveessee, and the chouth of the city of Surat, shall be allotted to the share of the English Company; whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the preceding Article.

ARTICLE 6.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myhee, now possessed by the Poona government, to be allotted to Futteh Sing, in lieu of which the English are to be put in possession of the Guikwar division of the country, south of the Taptee, known by the name of Attaveessee, and their share in the revenue of the city of Surat.

ARTICLE 7.

Whenever Rao Shumsher Bahadoor shall require troops to conquer the country comprehended under the share of the ministers of Poona and laying on the other side of the river Myhee, they shall be supplied by the English Company.

ARTICLE 7.

The English will give such assistance of force as Futteh Sing may require to conquer and put him in possession of the Poona share of the country to the north of the Myhee.

ARTICLE 8.

After the partition of the country of Guzerat is effected, each party shall have the sole government in the districts allotted to their respective shares, and shall have no dependence on one another except when any enemy shall invade the

ARTICLE 8.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted to him, and to hold his share independent of and unconnected with the other, except when

country of Rao Shumsher Bahadoor, in which case assistance shall be brought by the English Company; and if any enemy shall invade the share of country allotted to the English Company, Rao Shumsher Bahadoor shall afford support and assistance; and this partition of the country of Guzerat, which hath with mutual approbation been settled betwixt Rao Shumsher Bahadoor and the English Company, shall perpetually remain and be continued to their respective descendants and successors. In no respect shall it be broken through by either.

united for their common defence against a foreign enemy, which they mutually and in the most solemn manner agree to do in case of such attack being made upon either, and this partition and settlement mutually agreed to is to be binding upon them and their posterity for ever.

ARTICLE 9.

Agreeable to the representation of Rao Futteh Sing Bahadoor the money which he annually sends to Poona must not be sent, he must keep it with himself; whenever any negotiation for peace shall take place with the ministers of Poona, the interest and welfare of Rao Shumsher Bahadoor shall first be discussed. The interests of Rao Shumsher Bahadoor and the interests of the Company are one and the same.

ARTICLE 9.

Futteh Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poona government, it is stipulated that the Honourable Company will do so till a final peace shall be concluded betwixt them and the Poona government, in which the interest of Futteh Sing shall be carefully and equally attended to with their own.

ARTICLE 10.

As the above Article is for the advantage of Rao Futteh Sing Shumsher Bahadoor, he, from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Zinnore, together with the villages of Baroach, which are at present in his possession. Whatever difference may arise

ARTICLE 10.

In consideration of the advantage that will arise to Futteh Sing from the above Article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinnore, and the villages situated in the Baroach pergunnah, now belonging to him, both which are to remain for ever in the possession of the Company.

in the revenue of the respective shares by this exchange shall be adjusted according to the fifth Article.

ARTICLE 11.

All the pergunnahs and villages above mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Rao Shumsher Bahadoor; from the day on which possession is taken of the city of Ahmedabad, the revenues of the above pergunnahs shall be enjoyed by the English Company, and from that day no claim of collection shall be made on account of the time past in these pergunnahs.

ARTICLE 11.

All the countries and places made over to the English in this Treaty by Futtch Sing are to be delivered into their hands, and the collections accounted for to them from the day that Futteh Sing is put in possession of the city of Ahmedabad; and no demand of collection for any past time is to be made on them by Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

T. GODDARD.

This Treaty was ratified by the seal of the Company and the signa-

This Treaty was signed, sealed and delivered to the contracting parties by

tures of the Members of the Supreme Council on 26th June 1780.

each other in the presence of us, who have hereunto signed our names.

JOHN COCKERELL,
Quarter Master General.

EDWARD HEARD,
Adjutant General.

N.B.—A copy of this Treaty was also written in Persian, and the Articles respectively placed opposite to the English ones, and signed as follows :—

T. GODDARD.

FATTEH SING'S SIGNATURE.

GOVIND GOPAL,
The Raja's Dewan

ROLAJEE SCINDIA,
Married to the daughter of Sayajee,
Fatteh Sing's brother.

NOTE.— The Treaty, as modified and ratified by the Supreme Government, does not appear to have been finally exchanged with Futteh Sing. The Treaty of Salbye,* however, cancelled both Treaties.

* *See* Vol. VII, The Peshwa.

No. IV.

TRANSLATION of PERWANAH granted by GOVINDROW GAICOWAR to MUNCHERJEE KURSETJEE of NOWSARY DESSAIE, dated 5th Rubee-al-Avul 1194, A.D. 11th October 1793.

WHEREAS you four years ago left Nowsary, and have since resided in Surat and now you have sent your Agent, Moturam Dyaldass, on your behalf to wait upon us at Poona, and to state that you have thus absconded through fear of oppression, and that you have suffered great injury through the dishonesty of your partners and relations in your lands of inheritance or purchase whereon he prays us to grant you protection as was given you by the late Futteysingrow Gaicowar under the guarantee of the British Government, and extend the same to your family and dependants, in which case you would return to Nowsary, for the prosperity of your districts there, with unremitting zeal and fidelity. On this representation we have taken into consideration how long you have been in our service,

therefore we have addressed a letter to Mr. Griffiths of the Hon'ble Company begging him to give you our assurances under the guarantee of his Government for your safety from oppression as was formerly given you in the name of the British Government.

We hold you in high estimation as an able and zealous servant of our Sirkar, nor shall you be oppressed, or your suggestions opposed without cause. Fear nothing but relying on our solemn promises and the guarantee of the British Government return to your districts and labour for its improvement. You and your Gomashtas and families and dependants of every sort, may rest satisfied that no injustice shall be practised against you. Discharge, therefore, your duties honestly and zealously and let your minds be relieved of every apprehension. You and your dependants it is hereby solemnly promised, shall suffer no injustice.

No. V.

LETTER from the GAICOWAR to MR. SETON, the CHIEF of SURAT,—1801.

To the address of Mr. SETON of the Honourable Company's service.

Muncherjee Khoorsudjee Dessaie of Kusba Nowsaree, as well as his Goomashtas Moteeram Dyaldass and other relatives and friends received in former times the guarantee of the Hon'ble Company from Futteysingrow the great, deceased, and Govindrow Gaicowar Senakhaskel Shumsheer Bahadoor, which is continued to them, and the above-mentioned Dessaie and other persons shall receive no unjust treatment. Dated Chundre 12th Zilkad Soor Sun Ehedch Myatyu-wa-aluf. A.D. 28th March 1801. On this letter the seal of the Hon'ble Company should be given—date as above—what more need be written.

D. SETON.

SEAL OF ANUNDROW GAICOWAR.

SURAT CASTLE;

The 10th August 1801.

No. VI.

ARTICLES of CONVENTION between the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR in COUNCIL OF BOMBAY, for and on behalf of the HONOURABLE EAST INDIA COMPANY, of the one part, and RAOJEE APPAJEE, for and on behalf of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, of the other part, for the security of the dominion and government of the GUIKWAR IN GUZERAT,—1802.

ARTICLE 1.

The said Raojee Appajee having solicited the assistance of the English troops against Mulhar Rao, with a view of bringing him to reason, either by peaceable

or hostile means, so as to prevent his ruining the country of the State of the Guikwar, of which Anund Rao is the proper and legitimate heir and head, and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Guikwar, and the said Raojee Appajee being also come to Cambay to meet the Honourable the Governor, it is hereby agreed by and between them that the expense already incurred, and such others as may hereafter be occasioned, for the pay, allowances, and transportation of the troops, expenditure, and transportation of stores, ammunition, &c., shall be accounted for and paid, with interest, at the rate of three-quarters per cent. per month of thirty days, by the said Raojee Appajee, on Anund Rao Guikwar, and the State aforesaid, in two instalments; the first to become due on or before the 5th of October next, and the second on or before the 5th of January 1803, for the security of which he assigns and mortgages the Guikwar's share of the district of Attaveessee, near Surat, hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honourable Company, with interest.

ARTICLE 2.

It is further hereby stipulated between the Honourable East India Company and the Guikwar State that the latter shall permanently subsidize from the Honourable Company a force of about two thousand sepoys, one company of European artillery, and its proportion (consisting of two companies) of lascars, the estimated expense of which, including establishment of stores, being about Rupees 65,000 per month. It is hereby agreed that landed jaidad or funds be assigned so as fully to cover this expense, and whatever it may amount to, from such part of the Guikwar territories as may be hereafter fixed on, in view to the greatest convenience of both parties; but this Article is not to be carried into effect till the war against Khurree be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up, and meanwhile this is to be considered as an eventual and to remain at present an entirely secret Article.

ARTICLE 3.

The pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat having been ceded to the Honourable Company in pursuance of the engagement, by letters to that effect from the late Govind Rao to the Honourable the Governor of Bombay, he same is hereby confirmed for ever.

ARTICLE 4.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the meantime to be in full force.

In witness whereof the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

J. DUNCAN.

RAOJEE APPAJEE.

No. VII.

ARTICLES of AGREEMENT between the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE EAST INDIA COMPANY, and RAOJEE APPAJEE, the DEWAN or MINISTER OF ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, for and in behalf of the said ANUND RAO GUIKWAR, in virtue of the full powers vested in the said RAOJEE APPAJEE to treat and settle for the affairs of the GUIKWAR principality with the said GOVERNOR of BOMBAY, which powers bear date the 3rd of Zilkad, or 8th of March in the year of our Lord 1802, dated 6th June 1802.

ARTICLE 1.

Whereas certain Articles were, under date the 15th of March last, answering to the 10th Zilkad, entered into, under the above-mentioned full powers, by the said contracting parties in reference to the war then carrying on against Mulhar Rao, and providing for the Guikwar government's defraying the whole expense thereof and for its subsidizing a permanent force from the Honourable Company and ceding to them the pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity as if repeated in the present Treaty.

ARTICLE 2.

Mulhar Rao having commenced hostilities with the State of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and taking possession of Vessanagur, induced Anund Rao to solicit the assistance of a British force for the purpose of effectually reducing Mulhar Rao and taking his fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said Chieftain to reason, either by peaceable or hostile means; and the latter having in consequence been pursued, on account of Mulhar Rao's not abiding by the advice of the English, the war has since terminated successfully for the State of Anand Rao, who has in consequence entered on possession of the fort of Kurree and of its pergunnahs, and of Mulhar Rao's other territories, and made a provision for him in the pergunnah of Neryad, ceding also to the English Company the pergunnah of Chickly, situated in the district of the Surat Attaveessee, in full sovereignty for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE 3.

By the second Article of the Convention of the 15th of March last, it is stipulated that jaidad or landed funds equal to the income of Rupees 65,000 per month shall be assigned to the Honourable Company to defray the expense of the subsidized force; but as, from the present encumbered and mortgaged state of the districts composing the Guikwar principality, these assignments cannot be effected, and the Honourable Company put into possession during the current year, beginning from the Mirgh of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honourable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guikwar State from the period referred to in the Convention of the 15th March.

ARTICLE 4.

The second Article of the Convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guikwar government, the principal obstacle to which consists in want of ready money funds for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honourable Company meaning to extend to this effect some pecuniary assistance to the Guikwar State, the repayment of this amount is to take place and be secured in manner following:—

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the pergunnahs of Barodra, Coral, Sinnore, Petlaud and Ahmedabad, to the full amount of the russud, which will be about Rupees 11,75,000 per annum, shall be collected by the Company, in proportion to the advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue from the above-named pergunnahs shall revert again to the administration of the government of Barodra.

ARTICLE 5.

There shall be a true friendship and good understanding between the Honourable English East India Company and the State of Anund Rao Guikwar, in pursuance of which the Company will grant the said Chief its countenance and protection in all his public concerns, according to justice and as may appear to be for the good of the country, respecting which he is also to listen to advice. And the State of the Guikwar having represented sundry points to the Governor in which it is interested, he has assured Raoba of the general attention o the Honourable Company to protect the administration of Anund Rao in all their rights, and to be aiding to its concerns with His Highness the Peishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE 6.

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE 7.

In future the subjects of each State who may take refuge with either shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them; but as a free intercourse between the countries and the two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 8.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, which, in all political concerns, controls all the other Presidencies; but in the meantime to be in full force.

In witness whereof the parties to the foregoing Articles of Agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord 1802.

JONATHAN DUNCAN.

Signed, sealed, and delivered in the presence of

A. WALKER.

KAHMAULEDDEEN.

TRANSLATION of a SUNNUD, or GRANT, of CHICKLY, written in the form of a letter to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

After compliments.—Mulhar Rao Guikwar Himut Bahadoor being indebted to us for the arrears of our annual accounts, and having exchanged bahanders or securities for the future good behaviour on both sides, a settlement had taken place. In the present year Mulhar Rao unjustly raised a quarrel with us, and without paying any regard to the bahanders or securities we sent to him for the purpose of discussing the subject, the fort of Vessanagur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, on his proceeding with troops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we despatched Kehmauleddien Hossein Khan Bahadoor and Gopal Rao Bapojee to you, and begged the assistance of the Company Bahadoor, on condition that we shall defray the charges of their troops,

for which a due provision has been separately made; but in testimony of our sense of the seasonable assistance afforded to us by the Honourable Company, we now make the Company a present of Chickly, within the province of Surat Attaveessee, to be taken possession of by the English at the beginning of the approaching year, or Suvant 1859, and to enjoy the benefit of it for ever. In this pergunnah, whatever are the gifts and donations, such as annuities, enams of villages and grounds, charitable allowances, and the rights of the zemindars, may be observed and allowed for, according to the usual rules, and the balance of the present year against that pergunnah may be discharged agreeable to its accounts.

Dated 2nd Sufer 1858, or 4th June 1802.

MALSA KAUNT in the Rajah's own handwriting.

I, Anund Rao Guikwar Sena Kheyl Shumsher Bahadoor, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Raojee Appajee, hath in my name and on my behalf made and concluded with the Honourable the Governor of Bombay.

ARTICLE 1.

I hereby confirm and ratify such grants of lands as my said Dewan, Raojee Appajee, has made to the Honourable Company, either in enam or jaidad; and I also declare that I hold myself, my heirs and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expenses which the English Government have been at or contracted in the course of their military operations in Guzerat undertaken for the support of my Government.

ARTICLE 2.

I entirely approve and highly commend the prudence of my Dewan in having obtained a body of English troops to remain permanently in this country, as on their courage and fidelity I place an unlimited dependence.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or first of Assar 1859, Hindoo era.

ARTICLE 3.

As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil-disposed persons amongst the Arabs, who disregarding my legal authority, have plotted against my liberty and even my life.

By the favour of God they have been defeated; but should their wicked machinations at any time hereafter succeed, I shall expect the English to release

me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he shall devise or direct for restoring my person to freedom.

Whoever, in short, shall either bring Canojee into the management of affairs, or shut me up in the fort of Baroda, or elsewhere, is a rebel, and I fully authorize the aforesaid Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of government, and bring them to that punishment which is due to those who endanger the person of their Sovereign in every part of the world. Thus, therefore, I order all the faithful officers of government, silladars, sebundy, and others, on any of the foregoing events occurring, to obey Major Walker's orders.

ARTICLE 4.

Whereas it is signified in certain Articles of agreement between the Honourable the Company and my Dewan, Raojee Appajee, that the English Government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English Government at Baroda, consents to assist me with a pecuniary loan to effect this reduction in the following terms.

ARTICLE 5.

As it seems impossible that I can retrieve myself or my country from its present embarrassments, without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary reductions by degrees. The objects of reduction are contained in the annexed account; and, if possible, they shall be effected at the periods specified opposite to each of the Articles.

ARTICLE 6.

Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops in the presence of three persons, *viz.*, one on the part of the Company, one on the part of the Guikwar government, and the third by such of the Jemadars or Parokhis as may be the agents of the sebundy. According to this muster the account shall be taken and discharged.

ARTICLE 7.

I do hereby further agree and promise that I shall positively reduce the Arab and other force, within six or eight months after the present reduction is accom-

plished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me as they have done on the present occasion.

ARTICLE 8.

Provision is already made in the fourth Article of agreement, executed and interchanged between the Honourable the Governor of Bombay and my Dewan, Raojee Appajee, bearing date the 6th June, or 5th Suffer last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire russud of the lands appropriated by that Article, to the amount of Rupees 11,75,000 per annum, to the discharging, in equal proportions, of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be by a strict adherence to the letter of Treaty, it being, however, always understood that the provisions in the fourth Article of the said Treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honourable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or russud, is to be collected every year from the Comavishdars of the pergunnahs allotted for this purpose, in the Treaty of the 6th June, by such persons as the Government of Bombay may appoint.

ARTICLE 9.

Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion shall be reckoned and accounted for from the time the said Company may raise a loan for that purpose, and it shall be reckoned every six months, at the rate of three-quarters per cent. per month of thirty days, instead of every year or every twelve months. All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors.

ARTICLE 10.

Conformably to Major Walker's suggestions and wishes, the Articles contained in this declaration were written, and to which I have given my assent; but in the event of evil-disposed persons attempting anything unfair or unreasonable against my person, my Dewan, Raojee Appajee, his son, his brother, nephew, or relations, and Madho Rao Tatia Muzumdar, or even should I myself, or my successors, commit anything improper or unjust, the English Government shall interfere, and see, in either case, that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my State and government shall be permanent, and descend to the lineal inheritors of the musnud, and that the Dewanship shall be preserved to Raojee Appajee.

In the last place, I desire to form the most intimate connection with the Company, and that all business with the Poona Durbar may be jointly managed by the English Resident and my vakeel.

Such are my wishes and sentiments, so help me God!

Given at Baroda, 29th July 1802.

Witness:

GOPAL RAO BAPOJEE,
Vakeel in behalf of Sena Khas Kheyl Shumsher Bahadoor.

Witness:

MIGUEL DE LIMA SOUZA.

The date of the Mahratta version, in the handwriting of the Dewan, as also the signature "Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor." The following words are written in the Rajah's own hand: "The above writing is true."

APPENDIX to the TREATY with ANUND RAO GUIKWAR.

APPENDIX No. 1.—TRANSLATION of an ENGAGEMENT by MULHAR RAO GUIKWAR HIMUT BAHADOOR to the HONOURABLE the GOVERNOR of BOMBAY.

Having through my misfortune fallen into a warfare with the State of Brodera, and been defeated by the army of the said State, assisted by the arms of the Honourable English East India Company, I surrendered myself on a promise of security to my life and my honour, since which the government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either State, made the following provision for me, *viz.*, that out of the pergunnah of Neryad (which is the ancient seat and abode of my predecessor) a jaidad of a lakh and a quarter of Rupees be assigned and committed to me for the support of me and my children, family, and brothers, wherefore I agree and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of sebundy to make my collections, I am not to maintain any troops whatsoever, hereby consenting that the officers of the Sircar of Brodera and of the English gentlemen may, at any time, after ascertaining the fact, cause any excess in my establishment, as above mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my

son, brothers, and followers, in all respects as becomes a true well-wisher of both States, without any deviation or difference whatsoever. As my securities in which respects, Major Walker, on the part of the Honourable Company, and Meer Kehmauleddeen Hossein Khan Bahadoor, have, at my instance, engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement; and should there prove any deficiency in the jaidad of Rupees 1,25,000, those gentlemen are, by interposing with the officers of the Brodera government, to cause it to be made up. Besides this, if after experience had of my good behaviour and the sincerity of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Rao Sena Khas Kheyl Shumsher Bahadoor, with the approbation of the English Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffer 1217, or 2nd of June 1802.

N.B.—A copy of the original of this engagement has been deposited with the officers of Rajah Anund Rao's government.

APPENDIX No. 2.—The GOVERNOR of BOMBAY to MULHAR RAO HIMUT BAHADOOR.

Having perused your engagement of the 1st of Suffer, I approve thereof: you are therefore in full security to repair and continue to dwell with your son and brothers, and now dispersed family (whom you are to send for) at Neryad, on the terms of the Sunnud of the 5th of Suffer from Rajah Anund Rao Sena Khas Kheyl Shumsher Bahadoor; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sircars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation.

Dated 6th of June 1802, or 5th of Suffer 1217.

JONATHAN DUNCAN.

APPENDIX No. 3.—From MULHAR RAO to ANUND RAO GUIKWAR.

After compliments.—Having been indebted to you in money, and having bahanders or securities between us, I have created a dispute with you, and after entertaining forces, have taken your fort of Vessanagur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Bahadoor. The Honourable Jonathan Duncan Bahadoor proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the fort of Kurree and all the territories belonging to me, and delivered them into your Sircar, and for myself made a provision of Rupees 1,25,000 per annum from the pergunnah of Neryad, which has been given to me through His Honour's means, which I shall accept, and together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct the Honourable the Governor hath satisfied you, and according as he has thus signified, so shall we conduct ourselves peaceably, without deviation. This jaghire, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my jaidad a little increased from the Sircar.

Dated the 2nd Suffer, or 3rd of June 1802.

Major Walker, on the part of the English East India Company, and Mee Kehmauleddeen Hossein Khan, are my bahanders or securities for the purpose of this writing.

MEER KAHMAULEDDEEN HOSSEIN KHAN, *as guarantee.*

MAJOR WALKER, *as guarantee.*

APPENDIX NO. 4.—FROM ANUND RAO to MULHAR RAO GUIKWAR HIMUT BAHADOOR.

After compliments.—The following are the Articles for the management of the villages given from the Sircar as a jaghire from the pergunnah Neryad, to the value of Rupees 1,25,000, for your expense and the maintenance of your family, *viz.*—

1st.—The pergunnah of Neryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

2nd.—The rule respecting hay, &c., will be continued to you, as it is usually observed in that pergunnah.

3rd.—In case of your being oppressed by the Coolies or Muwassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed

4th.—Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

5th.—You may receive from the pergunnah the Rupees 1,25,000 in the manner directed by its deed.

6th.—In case of any calamity, accident, or damage falling to the pergunnah a due allowance or credit will be given on examination of its accounts.

The foregoing six Articles shall be complied with by the Sircar, for which Major Walker, on the part of the English East India Company, and Meer Kehmauleddeen Hossein Khan Bahadoor, are given as guarantees and mediators.

7th Suffer, or 8th June 1802.

Seal of ANUND RAO.

Signature of Raoba, *his Diwan.*

N.B.—These Articles were particularly solicited by Mulhar Rao, and granted as an additional favour by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

JONATHAN DUNCAN.

APPENDIX No. 5.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR to SUCKHARAM CHINNAJEE, SOOBHADAR of SURAT ATTAVEESSEE, dated 2nd Suffer 1858, or 4th June 1802.

On account of disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the mehal of Chickly, within the province of Surat Attaveessee, has been given to the Honourable Company as a donation for them, to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this mehal is subject to, which shall be observed and complied with.

APPENDIX No. 6.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to VITUL RAO BABAJEE, COMAVISHDAR of CHICKLY, dated the 2nd Suffer 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, having been applied to for assistance, the pergunnah of Chickly, within the limits of Surat Attaveessee, has been in consequence given to the Company of the English Bahadoor as an enam or donation, for them to enter into possession of it at the beginning of the approaching year, of Suvant 1859; wherefore you will deliver over to the Company Bahadoor the charge of it accordingly.

APPENDIX No. 7.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to the ZEMINDARS of CHICKLY, dated Jesta Soodhe 4th, 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President

and Governor of Bombay, was called on for assistance, therefore the Sircar has given to the Company of the English Bahadoor the mehal of Chickly as a donation, to be taken possession of by them from the beginning of the Suvant 1859; saving always and subject to the gifts and donations, such as daily allowances, annuities, enams of land and villages, charitable allowances, darakdars, jassus, and the rights of the zemindars, &c., and whatever there may be in this mehal; therefore you will be obedient to their orders, and attend to the annual gifts and exemptions above specified, as usual.

APPENDIX No. 8.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to MYRAL NARAYEN, dated 5th Suffer, or 6th June 1802.

After compliments.—Soorsun-esuney Myatein-wu-Ulf (the date of the year in Arabic).

On account of the English Company Bahadoor battalions or troops, expense Rs. 50,000 value in jaghire, from the pergunnah Nudyad, is made over; you will put them in possession accordingly.

SIGNED AND SEALED.

APPENDIX No. 9.—TRANSLATION of a SUNNUD for DHOLKA, executed by ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR, on behalf of the HONOURABLE COMPANY, dated 5th Suffer, or 6th June 1802.

A body of the Honourable Company's forces, consisting of two thousand men, besides the artillery, have been subsidized by our government: their charges are to commence from the date of the reduction of our Arab sebundy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year 1859, all the territories or mehals belonging to the Guikwar State having been encumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed that at the beginning of the year 1860 the pergunnah of Dholka shall be assigned towards defraying the charges of the subsidized troops, for their future services, and accordingly, in the year 1860, this pergunnah shall be put into your possession for the purposes of the above-mentioned charges. In this pergunnah of Dholka, whatever annuities, daily allowances, charitable allowances, donations and darakdars allowances there may be, should be observed and continued. In the same manner are also some villages in this pergunnah allowed for the private expenses of women of the Guikwar families, which are to be continued: the deficiency in the collection arising on this account shall be annually paid in cash.

APPENDIX No. 15.—CAMBAY, 27th February 1802.

Mr. Miguel de Lima e' Souza having read and explained to us yesterday, the 26th instant, the several letters written to him by our vakeel, Gulabchand Taluckchund, at Bombay, making the Honourable English Company several proposals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said vakeel, Gulabchund Taluckchund, in his several letters to the said Mr. Miguel de Lima e' Souza. In witness whereof Manabay Gorbay, his brother, uncle, and such of his relations who have a right in the territories mentioned by Gulabchund Taluckchund in his letters to Mr. Miguel de Lima e' Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dollerah.

Witnesses :

The above was written, read, explained, and signed before us,

ROBERT HOLFORD.

MUNGAJEE RANGAJEE.

GULABCHUND TALUCKCHUND

TACOOR MANABAY GORBAY.

TACOOR SESSMUTJEE SEETOJEE.

TACOOR DESSABAY RAZABAY

TACOOR KULLABAY GORBAY.

TACOOR VAGAJEE SESSABAY.

TACOOR HACKABAY CATTAHBAY.

TACOOR SORROBAY SATABAY.

Dollerah, 5th March 1802.—The following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay by Gulabchund Taluckchund in his several letters to Mr. Miguel de Lima e' Souza.

The mark of NATHOOJEE BALLIAJEE.

Witnesses :

GULABCHUND TALUCKCHUND

MUNGAJEE RANGAJEE.

TACOOR MUNGAJEE ROUZAJEE.

TACOOR BARABAY RAZAJEE.

TACOOR RUPABAY MOZEE.

TACOOR UNEZEE ALLIAJEE.

I, Bugwandoss Nathjee, in charge of the Desseyship of Dandooka, do hereby declare that the Grassias, who have ratified and confirmed by their signature in this the proposals made by their vakeel, Gulabchund Talukchund to the English Government in Bombay, in his several letters to Mr. Miguel de Lima e'

Souza, being sent for, they one and all declared they have put their name to this paper, and that on the other side, from their free will. In witness whereof I have put my name, in Dollerah, the 6th March 1802.

Dollera, the 6th March 1802.—Churassa Jeejee Agersingjee, inhabitant of Gamp, having just arrived, declared before Bugwandoss Nathjee that he had desired his relations, Lessajee Sallojee and Manabay Gorbay, to offer to the government of Bombay his and his family's villages Vaghar, Morising, Sandially, Pimply, Timboo, Dawser, part of Cataria, and two other pieces of land, on the same terms as they might offer their own; and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by everything done and agreed upon by Lessajee Sallojee and Manabay Gorbay, through their agent, Gulabchund Taluckchund, agreeable to what is written in his several letters to Mr. Miguel de Lima e' Souza. In witness whereof he had made his mark in the presence of Bugwandoss Nathjee Dessay and other witnesses.

Dollerah, the 6th March 1802.

The mark of CHEERASSAMA JEEJEE.
BUGWANDOSS NATHJEE.
MUNGAJEE RANGAJEE.
DAM WALLAH GERDIAH.
JEEJEE AGERSINGJEE.

Churassama Bavajee Balliajee, who owns Vaghas consisting of eight large and small villages, came in and confirmed the proposals made by Gulabchund Taluckchund, and also the signature of Churassama Jeejee Agersingjee, 18th March 1802.

The mark of CANOOJEE BALLAJEE.
The mark of BHINJEE KANJEE.

We, the undersigned, do hereby promise that we shall not, on our arrival at Dollerah, make any disturbance with anybody there, or touch anything whatever belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. de Souza every assistance to try and examine everything we have set forth in our proposals, and shall remain quiet and silent until the Honourable the Governor determines to accept or not our proposals.

CAMBAY,
The 28th February 1802.

APPENDIX No. 16.—TRANSLATION OF A PERWANNAH.

Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor to the Grassias of Dhoondooca Choodasama and others, landholders under the said pergunnah. You have, in consequence of the oppressions from the Rajah of Bhownagur Limree

and other powerful neighbours, made application to the Honourable the Governor of Bombay about four years ago, and offering him the villages requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima e' Souza, on account of the Honourable Company, to make the necessary enquiries respecting the following villages, which you have assigned over, *viz.*, Roytulla, Dollerah, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter put under the Company's protection. Thus you have represented to me in person; whereupon this cowl perwannah (a grant) is issued to you from the Sircar, that after cultivating your respective grounds in the above mentioned pergunnahs, you may enjoy a peaceable residence there. The Peishwa's Khundany for the pergunnah Dhoondooca and the Sircar's usual jummabundy to be regularly paid, and you shall experience no oppression from the Sircar. The Honourable Company shall have the government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this cowl from the Sircar.

Dated Jesta Soodhe 2nd, 1858, or 2nd of June 1802.

No. VIII.

Sunnud granted to Mungul Sackidass by Major A. Walker, the Resident at Baroda.

Baroda, the 7th January 1803.

Whereas Mungul Sackidass late of Ahmedabad now residing at Baroda hath not only given a proof of his disposition to render himself worthy of the Honourable English East India Company's goodwill and protection, but has fully answered the expectations entertained by the Honourable the Governor of Bombay as expressed in his certificate bearing date the 8th June last hereunto annexed and having readily and amply contributed towards accomplishing the Company's views in this country. I do hereby declare for myself and on behalf of the Honourable Company that he is highly deserving of their favor and protection, and that they do by these presents assure and bind themselves to protect and defend his house, trade and property, at this place, at Ahmedabad, Dollerah, Surat and Bombay against any unjust attack or claim from the English or Gaicowar Government, and that this protection shall extend to him, his wife, children and their posterity for ever. Given under my hand and the Company's seal in Baroda the day month and year above written.

A. Walker,

Resident.

Cambay, the 8th June 1802.

This is to certify that Mungul Sakeedass, Shroff at Baroda, and who has also a house of business at Ahmedabad and another at Surat is entitled to the Honourable English East India Company's good will and protection, from the disposition he has hitherto shewn to render himself worthy of their favor in which I have great confidence that he will preserve.

JON. DUNCAN.

NOTE.—In 1915 the Government of India declared the British guarantee to have ceased with the death of Bai Dhiraj the last descendant of Mangal Sakhi Das.

No. IX.

Shree malsakant.

ANUNDROW GUIKWAR'S SEAL.

TRANSLATION of a SUNNUD granted by ANUNDROW GUIKWAR SENA KHASKIL SHUMSHEER BAHADUR to SUNKERJEE BIN SOONDERJEE DESSAIE of Pergunnah Bullaisur, dated Wyshak Sood 14th Sumvut 1857 (corresponding with 27th April 1801).

Whereas you sent to Baroda your *real* father by name Doolubjee Kulanjee Dessaie of the above Purgunnah who represented before the Hoozoor that Soonderjee Soorjee Dessaie of that Purgunnah had a son by his first wife who died at the age of thirty years. The Dessaie's age being between fifty-five and sixty years, and considering that he had no son, contracted a second marriage, four or five years elapsed and no offspring, he fell sick, and his life was despaired of, considering therefore that the Wuttun would be lost were he to die without heirs —four of his friends and Trimbuck Khundeyrow Kamavisdar of Bullaisur Purgunnah, residing at Nowsarree Mooljee Govindjee on the part of Mulharjee Shet the Umuldar of the Moglaie State. The Goomashta of Tapeedass Laldass, Banker of Surat, Nanabhoy Joshee, Karbaree (of Soonderjee's), Khoorsudjee Mehta Parsee, and the mother of the second wife Golab Dessaian, and all the villagers having assembled together began to consider that there being no son the Wuttun would be lost, they therefore determined to persuade Dessaie Doolubjee Kulanjee who was of the same family, and had three sons, to give up one of them. Nanabhoy Joshee was then sent to call Doolubjee who accordingly came and all spoke to him on the subject. Soonderjee said that his condition was one of difficulty, that ere long his family would be extinct, therefore Doolubjee being his friend should make over to him the youngest of his three sons. To this he consented in the presence of the Dessaie (Soonderjee), the Dessayun (Soonderjee's second wife), both Karbarrees, and all the others, in consideration of his own wife and the Dessayun being real sisters. When this was done there was no report about the Dessayun being with child. Eight days after the adoption had taken place Soonderjee Dessaie died and *you*, the adopted son, performed the funeral obsequies.

The Dessayun had her head shaved. The neighbouring land-holders, the Mandvi Karbarree, and the Karbarree of the Umuldar on the part of the Moglaie came and presented mourning clothes. Afterwards Khoorsedjee Mehta, the Mooktiar Karbarree and the Dessayun privately consulted that in adopting the son of a friend their reputation would hereafter suffer, that as they had money they should spread some false report, to the effect that she, the Dessayun, was three months gone in the family way and that only six months remained when, should she bring forth a son, he would inherit the Wuttun ; that in that case 4 or 5 villages, on account of the Dessaigerry a house and slaves should be given to the adopted son —thus they began to speak. At the time of the Soonwar (a day before the birth and forty days afterwards) the Dessayun said that the child had died in the womb ; 13 months after this she produced a girl ; 22 months had elapsed, a time which was never heard of. After the birth of the daughter Khoorsedjee thought that the management of the Wuttun should be conducted in the name of her future husband and that Doolubjee Kulanjee should not be permitted to interfere in any way. A complaint was made during the administration of His late Highness Manajeerow Guikwar, but Khoorsedjee expended money and prevented redress being given. After that the request was once or twice made during the time of His late Highness Bhawa Sahib (meaning Govindrow Guikwar). In the year Sumvut 1851 (A.D. 1794-95) Doolubjee complained that Khoorsedjee Mehta took away as many rupees as he pleased from the mahal ; at that time the Sirkar took from him (Khoorsedjee) Rupees 41,000. Khoorsedjee determined on marrying the Dessayun's daughter to the son of Hurreebhaie Soorjee Dessaee of Chicklee, and you—Sunkerjee—came to the Sirkar and informed His late Highness Bhawa Sahib of the circumstance ; whereupon, sowars and a Carcoon were sent to the mahal and imprisoned the Dessayun and her daughter. Khoorsedjee and his two sons were brought to Baroda and there confined—during the confinement Khoorsedjee died. After that Bhawa Sahib also died and Khoorsedjee's son spent money and commenced negociating, during the administration of His late Highness Kanojeerow Guikwar, through the agency of one Dada Parsee caused a sunnud to be granted in the name of the son-in-law of the Dessayun ; created disturbances in the mahal ; made you, the Kamavisdar, etc., prisoners—the said Pestonjee Khoorsedjee Mehta having appointed a new Mamlutdar managed the affairs of the mahal and embezzled the sum of between 15 to 20,000 Rupees ; when this circumstance became known to the Sircar, Pestonjee and the Dessayun fled to Surat taking with them all the Surunjam (kit) and there got the daughter married, which had hitherto been prevented. Afterwards the above mentioned Kamavisdar and you (meaning Sunkerjee) were released from confinement and brought to Baroda, and on hearing the particulars of your case orders were issued to the effect that the sunnud granted by the late Kanojeerow Guikwar on a misrepresentation from the Parsee, was not proper, that you should therefore present a nuzzerana when a sunnud for you and your heirs of perpetual guarantee (" *Vounch purrumparra* " " *Chaloo Bhaudarry* ") would be granted to you as the adopted son of Soonderjee. According to the instructions the nuzzerana was agreed to.

The Sirkar is therefore pleased to grant this Sunnud in your name, Sunkerjee Soonderjee Dessaie, the adopted son of Sonderjee of the Purgunnah above mentioned and you are hereby authorised to enjoy as a hereditary right the usual allowance and fees appertaining to the Dessaighurry Villages as many as there be, as also of the villages granted for the keeping up of a palkee, and you are faithfully to perform the service of the Sirkar—perpetual guarantee is also granted in the sunnud to Doolubjee Kulanjee Dessaee that he shall suffer no unjust treatment from the Sirkar, and you having been acknowledged as the adopted son of Soonderjee Soorjee and successor to the Wuttun, and having paid to the Sirkar the nuzzerana of Rupees 32,000, no alteration shall be made in this arrangement. For the due performance of which the Bhaudarry of Ajum Meer Kumaloodeen Hoosein Khan Bahadoor, Umeen Jemedar, Huyabin Nusur Jemedar, Sooltan Jafer Jemedar, Mohomed Abood Jemedar, and Mahomed Muzkoor Jemedar are given—Dated Wysack Sood 14th Sumvut 1857, A.D. 26th April 1801. Be this known to you—Chunder 12th Zilhez, 6th May "Mortub Sood."

Ajum Meer Kumaloodeen Hoossein Khan Bahadoor.

Jemedar Umeen bin Humeed.

Sooltan Jafer Jemedar.

Huya Bin Nusur Jemedar.

Mahomed Abood Jemedar.

Mahomed Muzkoor Jemedar.

The Arab Jemedars having been dismissed by the Sirkar, their guarantee is removed, and the guarantee of Major Walker on the part of the Honourable Company is given for the fulfilment of the agreement above written in detail.

Dated Falgun Sood 5th Sumvut 1859, A.D. 26th February 1803. Be this known to you—Chunder 3 Zilhud, 26th February.

A. Walker,

Resident.

No. X.

Translation of the Sunnud granted by Anundrow Gaicowar to Soolbhajee and Soobhanjee Pole Pagadars in his service,—1803.

The following are the particulars of your deed of settlement granted to you Soolbhajee Pole and Soobhanjee Pole, this (12th day of May 1803) by the Gaicowar Sirkar.

1. The Pagah you at present command is to remain in your charge, as heretofore, the Pagahs shall continue yours, the following to be the villages whence the Pagahs shall be paid.

		Rs.	Rs.
Modeh Pergunnah	Gobluj	2,000	
	Wusna	1,200	4,700
	Sutra	1,500	
Mater Pergunnah	Sumadra	1,000	
	Antroly	900	1,900
Pitlad Pergunnah	Sundana		4,000
	Total Rs.		10,600

Of these six villages the total produce of which is estimated at 10,600 Rupees the proceeds of Antroly or 900 Rupees a year are assigned for your personal expenses, and the remaining proceeds or 9,700 Rupees, for the expenses of the Pagah, agreeable to the custom of such Establishments.

2. You two above named with your children, dependants and Karkoons and relatives leaving the Fort of Kaira, are at liberty to fix your residence wherever you shall think proper, that Fort alone excepted and, wherever you remove to, there you shall be free from every molestation; you shall on no account whatever suffer any injury so long as you choose to remain, and whenever the wish to remove to your own wuttun induces you to remove thence, we will see you safely thither.

3. Your personal property attached to the Pagah, of every possible denomination, iron or wood, cloth or rope, is given up to you and you are to remove the same at your convenience; but you are carefully to abstain from appropriating any Sirkar accoutrements or stores attached to the Pagah.

4. All the claims you advance against the people of the place shall be carefully investigated and equitably adjusted.

5. The accounts of your Karbary Moljee Jutidee shall be equitably examined and adjusted.

6. You have hitherto discharged the duties of Killader of the Fort of Kaira, and you may in the performance of your duties have made yourself enemies among the Ryots or Girassias or others. These people shall on no account offer you any molestation; should they do so, the Sirkar will take measures for your protection,

"*Chaloo Bhander.*"

such as stated in these six paragraphs are the terms of your settlement, and in *perpetual guarantee* thereto Major Walker, the Resident, pledges the bhaudary of the British Government and Ameen bin Humeed Zimindar on his own behalf.

Signed and sealed, etc., by

MAJOR WALKER AND AMEEN ZIMINDAR.

No. XI.

AGREEMENT with ANUND RAO GUIKWAR in 1803, SUPPLEMENTARY to the TREATY of March and June 1802.

TRANSLATION of a LETTER to the HONOURABLE ENGLISH EAST INDIA COMPANY from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated the 1st Shaval, or 25th January 1803, accompanying the RESIDENT of BRODERA'S letter of the 14th February. Received at BOMBAY the 20th ditto.

After compliments.—*Para.* 1. It being agreed between us to subsidize your troops to the strength of two thousand in number, the following jaghire is ceded for that purpose, *viz.* :—

	Rs.
From the pergunnah Neryad, the amount that had been reserved, after deducting one lakh of Rupees, for the maintenance of my senior, Mulhar Rao Guikwar Himut Bahadoor, who having in the current year fled, in such case it ought to be credited from the next year to your account	1,25,000
Being the estimated revenue of the Vijapoor mehal, *viz.* :— .	1,30,000

	Rs.
Net collection about	1,20,000
Durbar charges, &c.	10,000
Total .	1,30,000

From the pergunnah Kurree that is situated in the vicinity of the pergunnah of Vijapoor. Say Rupees two lakhs eighty thousand worth in jaghire, duly ceded in the manner above recited, to commence from next year 1860, Sun Arba Myabine 1204	25,000
	2,80,000

2. The amount you will have to disburse, on account of the respective pergunnahs, yearly gifts, charity, darakdars, and Durbar charges, shall be duly accountable to your Sircar by my Sircar, in seeing the same regularly paid, together with the produce of the enam villages.

3. On your faithfully executing the Sircar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

4. Soohoor Sun Salas Myatein-wu-Ulf 1203. What can I write more?

ANUND RAO'S SEAL.

Statement of the Districts ceded to the Honourable Company by Anund Rao Guikwar.

	Rs.
1. The pergunnah of Dholka	4,50,000
2. Ditto Neryad	1,75,000
3. Ditto Vijapoor, including the Rajah's Khangee, or the revenues allotted for his private expenses	1,30,000
4. A Tuppa of Kurree, contiguous to Vijapoor	25,000
TOTAL .	7,80,000

A. WALKER,
Resident.

BARODA,
18th February 1803.

SUNNUD dated 1st Shaval, or the 25th January 1803, and addressed to the HONOURABLE ENGLISH COMPANY by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Two thousand of your troops are in our service; for their part maintenance it is agreed to give jaghire lands as follows, *viz.* :—

In Neryad, deducting assignments, or money agreed to be transferred, to the amount of one lakh of Rupees (1,00,000), the remainder of the revenue of that District, being one and quarter lakh of Rupees (1,25,000), was allotted for the support of our relation, senior to us in years, Mulhar Rao Guikwar Himut Bahadoor, which, as the aforesaid fled in the same year, is given to you.

The pergunnah of Vijapoor, valued at one lakh and thirty thousand Rupees (1,30,000), *viz.*, the revenues one lakh and twenty thousand Rupees (1,20,000) and Durbar Kirch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the pergunnah of Kurree of twenty-five thousand Rupees (25,000) adjoining Vijapoor.

These jaghires, yielding two lakhs and eighty thousand Rupees (2,80,000) are given to you from———of the ensuing year 1860 (or Anno Domini 1803-04).

Out of these it will be necessary to pay the usual annual allowances, vershasun, dhurmadaos or charities, and darakdas, daity and Durbar Kirch, the amount of which you may take credit for and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the State.

SUNNUD dated the 10th Mohurrum (3rd May), and addressed to the HONOURABLE ENGLISH COMPANY by HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Having maintained my honour and the good of the State, I have given to you in enam the fort and jaghire village of Keda or Kaira; take therefore and enjoy the fort and village aforesaid; and as you have hitherto maintained a friendly intercourse with my Sircar, and thereby done me honour, continue to do so.

I excuse you of the annual nuzzerana from thence.

It is hoped that your Sirdars or officers of rank here will always behave faithfully and respectfully towards us.

Stamped with the seals of the State.

SUNNUD dated the 11th Suffer (or the 2nd June 1803), and addressed to the HONOURABLE ENGLISH COMPANY by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Two thousand of your troops are already provided for by Treaty; besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year, *viz.*, the pergunnah of Mattur, valued at one lakh and thirty thousand Rupees (1,30,000); the pergannah of Modha or Monde, one lakh and ten thousand Rupees (1,10,000); the customs of Kimkatodra, north of the Taptee, fifty thousand Rupees (50,000). These amounting to two lakhs and ninety thousand Rupees (2,90,000), I have given in jaghire for the expense of the additional thousand troops entertained by Treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, darakdars, daity and assamidars, and durbar kirch, as heretofore. Should thereby the amount stipulated for the subsidiary force fall short, it shall be made up from the Sircar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of this Sircar in a respectful and faithful manner.

Stamped with the seals of the State.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BHOWANY PURSAUD and VANEY PURSAUD of KIMKATODRA, dated Moon Suffer, or 2nd June 1803.

The management of the Syer of Kimkatodra Taptee Wooter Teer, or on the north side of the Taptee river, is taken from you and given to the Honourable

Company on account of the subsidy engagement; therefore you will deliver over the charge of the said Syer, from the first Karticksood Arabah Meyatane (or from the 16th October 1803), to the Honourable Company.

A. WALKER,
Resident.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUM SHER BAHADOOR to all the JEMADARS of KIMKATODRA TAPTEE WOOTER TEER, or on the north side of the TAPTEE RIVER, dated the 11th SUFFER 1859, or 2nd JUNE 1803.

I have discharged Bhowany Pursaud and Vaney Pursaud from the manage, ment of the Syer Kimkatodra Taptee Wooter Teer and given it to the Honourable Company, on account of the additional subsidy, wherefore you will obey this order, and deliver over the charge of the said Syer, from the first day of Mergsaul, to the Honourable Company.

No. XII.

DEFINITIVE TREATY of GENERAL DEFENSIVE ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY on the one PART, and the MAHARAJAH ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR and his CHILDREN, HEIRS and SUCCESSORS on the other, settled by MAJOR ALEXANDER WALKER, RESIDENT at BARODA, having full POWERS from the GOVERNMENT of BOMBAY, which is in like MANNER authorized by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS to direct and control all their AFFAIRS in the EAST INDIES,—1805.

Whereas various agreements have been concluded between the Honourable Company on the one part, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor on the other, all tending to improve and increase the friendship and alliance between the contracting parties, *viz.*, a convention dated at Cambay, the 15th March 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Raojee Appajee, Dewan on the part of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; an agreement, dated at Cambay, the 6th June 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Raojee Appajee, Dewan, on the part of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and an agreement made by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor with Major Alexander Walker,

Resident at Baroda, on the part of the Honourable Company, dated at Baroda, the 29th July 1802; and whereas it is desirable to consolidate the stipulations of all these separate engagements with one definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Raojee Appajee, in his letter of the 10th of Suffer (or 12th June 1803), desiring that the present engagement between the Honourable Company and the Guikwar State may be drawn up in terms consonant to those employed in the Treaty of Bassein between the Honourable Company and His Highness the Peishwa, the said Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor do hereby accordingly agree to the following Articles framed for that purpose :—

ARTICLE 1.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, *viz.*, on the 15th of March, 6th June, and 29th July 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, for ever.

ARTICLE 2.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE 3.

Whereas, in conformity to the agreements heretofore made between the Honourable Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable Company to furnish, a permanent subsidiary force of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, *viz.*, two companies of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor.

ARTICLE 4.

The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of Anund Rao Guikwar Sena Khas Kheyl

Shumsher Bahadoor, his heirs and successors, the overawing and chastisement of rebels and exciters of disturbance in his territories, and the due correction of his subjects or dependants who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor, like sebundy, to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kattywar when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Guikwar State cannot be doubted, must remain the judge of this necessity.

ARTICLE 5.

In order to provide the regular payment of the whole expense of this subsidiary force, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has ceded, by the agreements aforesaid, *viz.*, dated the 15th March, 6th June, and 29th July 1802, and 2nd June 1803, districts and other funds, of which a Schedule (A) is annexed to this Treaty, of the yearly net value of Rupees 11,70,000. This cession is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 6.

The districts of Chowrassee, Chickly, Surat, Chouth, and Kaira have been ceded to the Honourable Company by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honourable Company's government. The cession of these districts is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts above mentioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 7.

Whereas the Honourable Company have, at different periods, assisted Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed that the full amount of the russud of the districts therein named, according to the provisions in the eighth Article of the agreement of the 29th July, shall be collected on account of the Honourable Company, and the persons therein referred to, until these debts and interest due upon them shall be fully paid; and for the past or any future advances

which the Company's government may make to that of the Guikwar, mehals shall be assigned as their security.

ARTICLE 8.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels required for the use of the subsidiary force shall be exempted from duties in the territories of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and the commanding officer and the officers of the subsidiary force shall be treated in all respects in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Guikwar government meet with similar consideration and respect from the Honourable Company. In consideration, also, of the good-will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deccan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guikwar service shall be allowed to pass and re-pass freely, with their families, through the Honourable Company's territories.

It is expressly understood that the admission of this Article is not to sanction, or in any shape to authorize, the transit of merchandize or of prohibited goods.

ARTICLE 9.

The Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby engages that he will not entertain in his service any European or American, or any native of India, subject of the Honourable Company, without the consent of the British Government; neither will the Company's government entertain in their service any of the Guikwar servants, dependants, or slaves, contrary to the inclination of that State.

ARTICLE 10.

Inasmuch as by the present Treaty the contracting parties are bound in an alliance for mutual defence and protection, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honourable Company's government, weighing matters in the scale of truth and justice, may, in communication with the Guikwar Sircar, determine, shall meet with full approbation and acquiescence.

ARTICLE 11.

Whereas there are certain unfinished transactions between His Highness the Peishwa and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and there exist certain papers of accounts which are unadjusted, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor doth hereby agree that the Honourable Company's government shall examine into and finally adjust the said transactions, papers and accounts, and the demands resulting therefrom; and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the governments of His Highness the Peishwa and the Guikwar, it behoves the latter to repose a similar faith in the British Government as the Peishwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honourable Company after taking into mature consideration the impoverished state of the Guikwar finances; and the latter government entertain a full conviction that no oppressive demand will be enforced under the Company's mediation.

ARTICLE 12.

If, notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed that, with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, of such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

The troops of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall accompany the British troops to the boundaries of Guzerat in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE 14.

When the subsidiary troops will take the field, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor will supply such quantities of grain and benjarries to attend the army as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE 15.

If disturbances shall at any time break out in the Honourable Company's territories or districts bordering on those of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, the said Maharajah Anund Rao Guikwar shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same; and if at any time disturbances shall break out in any part of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, detach such a proportion of the troops of the Company as may be most conveniently situated to assist in quelling the said disturbances in the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories.

ARTICLE 16.

In future the subjects of each State, who may take refuge with either, shall be delivered up, if the State from which such parties shall have fled appear to have any demand of debt or any just claim against him or them; but as a free intercourse between the countries under the two governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 17.

The contracting parties hereby bind themselves to take into consideration hereafter the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April A. D. 1805.

SCHEDULE A.

A Statement of the funds assigned and districts ceded, in perpetual sovereignty, to the Honourable Company by Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor in order to provide for the regular payment of the subsidiary troops.

	Rs.	Rs.
The pergunnah of Dholka	4,50,000	
Ditto Neryad	1,75,000	
Ditto Vijapoor	1,30,000	
Ditto Mattur	1,30,000	
Ditto Monde	1,10,000	
The Tuppa of Kuree	25,000	
The Kimkatodra	50,000	
Warrat on Kattywar	1,00,000	
		11,70,000
TOTAL		11,70,000

A. WALKER,
Resident.

BARODA:
The 21st April A. D. 1805.

SCHEDULE B.

A Statement of the advances made by the Honourable Company and various Bankers to Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, comprising an account of the funds assigned for their repayment according to the provisions made in the 8th Article of the Agreement of the 29th of July A. D. 1802.

Advanced on account of the first loan for the reduction of the Arab sebundy—

By the Honourable Company.

December 21st, 1802, as per account settled by the Accountant General at the Presidency, under this date	Rs.	10,77,447	3	96

By the Shroffs.

Hurry Bucktee Arjoojee Nathjee Terwady Samul Becherdass Mungul Sukeedass	inclusive of Manoty	,, 12,48,000	0	0	
					23,25,447 3 96
	Carried over				23,25,447 3 96

	Brought forward .		23,25,447 3 96
On account of the second loan for the discharge of the Arab Sebundy.			
By the Honourable Company.			
January 31st, 1803, as per account and bond of this date		8,89,683 0 16	
By the Shroffs.			
Samuldass Becherdass	4,96,143 2 50		
Mungul Sukeedass	4,27,458 0 0		
		9,23,601 2 50	
			18,13,284 2 66
	Rs. .		41,38,732 2 62

Funds assigned for the repayment of the foregoing.

		Rs.	
1st.	The pergunnah of Baroda	6,00,000	
2nd.	Ditto Petlaud	3,00,000	
3rd.	Talooka Ahmedabad	1,00,000	
4th.	Ditto Kerul	25,000	
5th.	The Sayer Kotee of the fort of Baroda . . .	75,000	
6th.	Pergunnah of Kurree	1,50,000	
7th.	Ditto Raj Pimpla	45,000	
			12,95,000

BARODA;

The 21st April A. D. 1805.

Ratified by the Governor-General in Council on 18th March 1806.

AMENDED ARTICLE of the TREATY concluded between the HONOURABLE COMPANY and RAJAH ANUND RAO GUIKWAR on the 21st April 1805.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist, and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former; nor will any future measure be taken with respect to those persons, or to any of the several dispersed members of the Guikwar family, otherwise than in full communication with, and by the free consent of, Anund Rao, the reigning prince and the acknowledged legal head of the family.

Ratified by the Guikwar on the 10th September 1806.

No. XIII.

TRANSLATION of an AGREEMENT executed by RANA SHREE SUGGARAMJEE of ARAMRA and KOOER BABJEE of BATE by the AGENCY of ADEKAREE SUDDARAM, renouncing future PIRACY and all RIGHT to WRECKS,—1807.

I, Rana Shree Suggaramjee of Aramra, do hereby bind myself to this writing, which includes Bate and Aramra, and what is here written I agree to abide by.

Seal of KOOER BABJEE of BATE.

Signed by RANA SUGGARAMJEE.

Be it known to all that I, Kooer Babjee of Bate, by the agency of Adekaree Suddaram, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to obeserve the following Articles of Agreement concluded by Adekaree Suddaram on my part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purpose of carrying on freely trade and commerce ; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

As the temple of Bate is consecrated to the worship and adoration of the Supreme Being, the Honourable Company will be always disposed to afford the temple for those holy purposes every suitable encouragement and protection.

ARTICLE 4.

It is further agreed to by me that to prevent all future causes of dispute or of misunderstanding, the Honourable Company may appoint Soonderjee Sewajee, or one of his connexions to reside at Bate, and from time to time cause one of their (Company's Sircar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these Articles are observed inviolably.

Margsur Soodh 15th, Sumbat 1864 or 14th December A. D. 1807.

Seal of RAIDUNGEE.

TRANSLATION of a SECURITY BOND executed by DEWAN HUNSRAJ SHA on the part of RAO SHREE RAIDUN of KUTCH for the CHIEF of BATE and DEWARKA.

In consequence of Major Alexander Walker, on account of the Honourable Company, having, through the agency of Khetree Sunderjee Sewajee, concluded friendship, and entered into a written agreement with Kooer Mamunjee of Bate through the agency of Suddaram and Mooloo Manick of Dewarka, I, Maharajah Rao Shree Raidun, by the agency of Hunsraj Sha Samedass Dewan, agree to become guarantee for the due observance of these engagements, and do hereby bind myself as answerable for the least aggression or theft on their part to the Honourable Company. This is true. I have become security with my own frre-will and consent. I am perfectly bound to cause an adherence to this.

Dated Pous Soodh 4th, Friday, Sumwut 1864.

This has been executed in my presence.

A precisely similar engagement was executed by Mooloo Manick Sumeance of Dewarka, for which the Dewan of Kutch was security as above.

A precisely similar engagement (omitting Articles 3 and 4 and the Security Bond) was taken from Wagha Manick of Dhingay.

Also (omitting Article 3) from Kooer Meghrajee of Positra, for which the Chiefs of Bate and Dewarka were security as in following bond :—

Seal of MANUMJEE, SON of BABJEE.

TRANSLATION of a SECURITY BOND executed by KOOER BABJEE of BATE and MOOLOO MANICK of DEWARKA for the CHIEF of POSITRA.

I, Kooer Shree Babjee, by the agency of Suddaram Adekaree, and I, Mooloo Manick Sumeanee, in consequence of Positra having concluded arrangements

with the Honourable English Company similar to those of Bate and Dewarka, with a view to cause a due observance of these engagements, hereby become security, and if the Chief of Positra commit any aggression or theft, we are responsible for the same. Should the Positrawallah any way commit aggressions the whole of them (are on our necks) we are answerable for.

Dated Pous Soodh 2nd, Summut 1864.

No. XIV.

1808.

Seal of ANUND RAO GUIKWAR.

MEMORAMDUM.

Whereas mehals, etc., yielding a revenue of eleven lakhs and seventy thousand Rupees have been assigned in jaidad * for the Regiment of the Honourable English Company Bahadoor, and whereas the actual realizations from the mehals, as shown in the Memorandum received from the Company, and the amount of the doomalla,† enamee and other villages fall short of the (above) amount, there is a balance due of Rupees 1,76,168-15. Soorsun Tissa-wu Myatein-wu-Ulf.

The following are the particulars of the amounts agreed to be assigned to meet this balance :—

	Rs.	A.	P.
The amounts assigned from the beginning of Sunnut Saman-wu Myatein, or Sumbut 1864, according to the actual realizations, as per Memorandum received from the Company, *viz.*, Ghasdana (cess imposed in lieu of forage), from talooka Bhownuggur	74,500	0	0
Vurauth (order upon the public revenue) upon pergunnah Neryad, which was formerly given for the payment of the Putuk (body of horse) of Silledar Meer Kamaleddeen Hossein Khan, and which have become an unappropriated item in consequence of the abolition of the Surinjam of the said person	50,000	0	0
The actual realization of the three villages of Sokra, Sadra, and Muktuj, which were stated in the Memorandum dated the 11th Rubee-ool-Akhir Sunnut Saman, to yield a revenue of Rupees 2,500, and which have yielded Rupees 1,050 less, as per Memorandum received from the Company . .	1,450	0	0
Mouza Hyderabad, situated in the pergunnah of Modhen .	1,000	0	0
Carried over .	1,26,950	0	0

* An assignment in land for the maintenance of an establishment of troops.
† Alienated villages.

	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
Brought forward							1,26,950	0	0
The following doomalla (alienated) villages which were held by different persons have been resumed and assigned to meet the balance in question, *viz.* :—									
The villages of pergunnah Dhuvalka, *viz.* :—									
Mouza Bhayet held by Guyabaee Guikwar . . .	4,500	0	0						
Mouza Bidej held by Capabaee Guikwar	3,150	0	0						
The two villages held by Bacha Jemadar, *viz.* :—									
Mouza Traj . 6,000 0 0									
Mouza Kurak . 2,150 0 0									
	8,150	0	0						
				15,800	0	0			
The villages of pergunnah Modhen, *viz.* :—									
Mouza Ghora held by Silledar Bhavoo Kally . . .	900	0	0						
				900	0	0			
The villages of pergunnah Mattur, *viz.* :—									
The four villages of Modhew, Jumma, Kutta, etc., held by Shreeputrao Narrayen employed in the Paza Establishment	8,100	0	0						
Mouza Jijka and Mouza Goradoo held by the Nawab of Cambay	1,150	0	0						
				9,250	0	0			
							25,950	0	0
The villages of pergunnah Vijapoor, *viz.* :—									
Mouza Kuda held by Rumabaee	4,401	0	0						
Mouza Oodaee held by Silledar Sheoram Bulwunt . .	2,301	0	0						
				6,702	0	0			
							6,702	0	0
									1,59,602	0	0
The following amounts assigned from the beginning of Sunnut Tissa-wu-Myatein or Sumbut 1865, *viz.* :—									
Rungar Ghaut							3,750	0	0
Doomalla (alienated) villages, *viz.* :—									
The balance of the revenue of Mouza Setra, Pergunnah Mattur, held by Soobhanjee Poll Pazedar, after deducting Rupees 550 on account of the jaidad assigned for the foot of Kaira				950	0	0			
Carried over .				950	0	0	3,750	0	0	1,59,602	0	0

	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
Brought forward .	950	0	0	3,750	0	0	1,59,602	0	0
The villages of pergunnah Modhew, *viz.*:									
The two villages held by Soobhanjee Poll on account of the Paza in his charge, *viz.*:—									
	Rs.	A.	P.						
Mouza Gogruj .	2,500	0	0						
Mouza Summadren	1,500	0	0						
				4,000	0	0			
Mouza Bhoomal, held by Essoobaee Guikwar . . .				42,000	0	0			
Mouza Piplug, held by Gujrabaee Guikwar . . .				3,666	15	0			
				11,866	15	0			
							12,816	15	0
									16,566	15	0
TOTAL .									1,76,168	15	0

In this manner it is agreed to assign from this year on account of jaidad the amount of one lakh seventy-six thousand one hundred and sixty-eight Rupees and fifteen annas, the particulars of which have been stated above.

Be this known.

Dated 17th Jemmadee-ool-awul, or 12th July 1808.

It is decided upon.

Seal of ANUND RAO GUIKWAR.

TRANSLATION of an ORDER from SIRCAR RAJESHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to MUNCHURJEE KHOORSHEDJEE DESAEE, COMAVISHDAR of RUNGUR GHAUT, SOORSUN, TISSA-WU MYATEIN-WU-ULF.

As the above-mentioned ghaut has this year been assigned on account of the jaidad for the regiments of the Honourable English Company Bahadoor, you are to make it over (to the Honourable Company) and take a receipt. Be this known to you.

Dated 11th July 1808.

It is ordered.

No. XV.

TRANSLATION of a SANAD GRANTED to SOOBHANJEE, SON of TOOKOJEE in A. D. 1814.

Fresh Sanad granted to Soobhanjee, son of Tookojee Pol, under date Sursan Arba Ashar Mayatain Va Alaf. There is a Sarkar Paga under the said man,

After the death of Tookojee Pol, he (Soobhanjee) did not at all look after the affairs of the Paga in consequence of family quarrels, nor did he inform the Sarkar about the same. The horses died. No service was rendered to Government. Thereupon Yeshwantrao Bapujee Godbole was entrusted with the work of investigating the affairs of the Paga. After making enquiries, he purchased new horses and re-established the Paga. About the Nemnook assigned for the expenses of the Paga, he represented to the Sarkar that the Nemnook formerly assigned to the Paga was for 34 horse at the rate of Rupees 200 per horse; that deducting from this amount the Dumahi (two monthly) charges, there remained Rupees 150 per horse; that this amount was not sufficient for the maintenance of the Paga; that, therefore, if the Nemnook were kept as it was, while the number of horsemen was reduced and the rate per horse increased, the horses would pull on, and service would be rendered to the Sarkar. Thereupon the Paga was reduced by 13 horses and the Nemnook was assigned to 21 horsemen. On that account the annual expense for grain, etc., including contingent expenses are fixed as follows :—

Rs.	A.	P.	
1,000	0	0	in all for the expenses of self and family.
500	0	0	Karkun nisbat Yeshwantrao Bapujee Godbole.
5,250	0	0	formerly there were 34 horsemen, but the number now settled is 21 including the Nowbati (Camel-Swar) at the rate of Rupees 250 per horseman.
443	12	0	for miscellaneous expenses; formerly Rupees 333 were assigned for the maintenance of a Nowbati; it is not so now, as the Nowbati is now included in the horsemen, the saving on that and other accounts is appropriated to this.
7,193	12	0	

To pay this amount, the villages which were formerly assigned are still continued from year to year. Net income Rupees 6,193-12-0.

Rs.	A.	P.	
4,000	0	0	Moje Sandhana, Pargana Petlad,
1,000	0	0	Moje Antroli, Pargana Matar.
1,193	12	0	Moje Vasana, Pargana Mahudha.
6,193	12	0	
1,000	0	0	Exeess amount on the three villages altogether.
7,193	12	0	

In all Rupees 7,193-12-0 are hereby assigned for gram, grass, and contingent expenses in connection with the Paga. To meet these expenses, villages have already been assigned yielding the above-mentioned sum of Rupees 7,193-12-0 This revenue from three villages should accordingly be collected and the Paga maintained from year to year. You should not join anybody's quarrel You are to serve the Sarkar faithfully wherever you are ordered to do so. Chandra 1 Mahe Jamadilaval Mortub Sud.

No. XVI.

SUPPLEMENT to the DEFINITIVE TREATY with the GUIKWAR,—1817.

A definitive Treaty, consisting of seventeen Articles, in consolidation of all preceding engagements with the Guikwar State, was concluded at Baroda between the Honourable English East India Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs and successors. The following Articles of engagement are now agreed on and settled as supplemental to the said Treaty by His Highness Futteh Sing Rao Guikwar, on the part of the said Maharajah Anund Rao Guikwar, and Captain James Rivett Carnac, on the part of the said Honourable Company, under full powers and authority granted to them respectively for that purpose :—

ARTICLE 1.

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the Guikwar dominions, that the additional means to those provided by the 3rd Article of the definitive Treaty, dated 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, should be furnished by the Honourable Company, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable East India Company to furnish, an increase to the present subsidiary force of one battalion of native infantry, of not less than one thousand men, with two regiments of native cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maharajah further engages to the admission and residence in the Guikwar territories of any number of British troops in excess to the subsidiary force, His Highness being liable to no additional charge on this account.

ARTICLE 2.

The subsidiary force will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805, corresponding with 20th Mohurrum 1220 Hegira, or Sumwut 1861, in the month of Chytre; and in the event of war breaking out with any of the powers of India, it is agreed, conformably to the 12th Article of the aforesaid Treaty, that with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force now composed of four battalions of native infantry of one thousand men each batalion, or five battalions of eight hundred men, and two regiments of native cavalry, with one Company of European artillery, with their proportion of gun-lascars with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE 3.

For the regular payment of the expense of the augmentation of the subsidiary force, as stipulated in the 1st Article of this engagement, His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby assigns and cedes in perpetuity to the Honourable English East India Company all the rights which His Highness has obtained from the perpetual farm of the Peishwa's territories subject to the city of Ahmedabad, as secured by the 15th Article of the Treaty of Poona, dated 13th June A. D. 1817, corresponding with the 27th Rujjub 1232 Hegira, or Sumwut 1873, in the month of Jeyst, it being distinctly understood that the engagements to His Highness the Peishwa contingent on the farm of the said territories are to be performed by the Honourable Company, and no claim of any description on such account is at any time to be preferred against the Guikwar government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B, annexed to this Treaty.

ARTICLE 4.

Inasmuch as the pergunnahs belonging to the Honourable Company of Dubhoy, Bahadurpore, and Sowlee, from their proximity to Baroda, are peculiarly valuable to the Guikwar government, it is accordingly agreed that these districts be made over in perpetuity and full sovereignty to His Highness Anund Rao Guikwar, his heirs and successors, and that His Highness assigns for ever in full sovereignty his share of the city of Ahmedabad with the exception hereafter specified, and a proportion of the Guikwar share of the Petlaud district contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Honourable Company, the territories of each party being received at the revenues specified in the annexed Schedule C. His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having retained possession of his fort or havellie in the city of Ahmedabad, and its dependent possessions known under the denomination of the Duscoorae, it is further agreed and determined that His Highness only maintains a force in the said havellie sufficient for the purposes of revenue collections and police, and that His Highness's servants in the havellie will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad of the Company's Government. The Honourable Company, on the other hand, hereby promises that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor residing at or stationed in the said havellie, as well as that all persons or troops subject to his Highness's authority at the havellie of Ahmedabad, or the Guikwar Duscoorae, shall not be amenable to the laws of the British Government, but made subject to His Highness's authority, who hereby agrees to afford satisfaction to the local authorities of the Honourable Company of adequate punishment according to his laws for any misconduct of his servants and dependants within the city of Ahmedabad. In consideration of the good will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar government, such goods and articles as may be *bona*

fide required for private use or consumption of that family or of the ministers shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties on being accompanied by a passport from the Resident at Baroda.

ARTICLE 5.

Whereas, by the exchange of districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dubhoy, Bahadurpore, and Sowlee, His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the pergunnah of Petlaud, in exchange for the Mogullae claims of the Honourable Company, in virtue of its possession of the castle of Surat, on the districts belonging to the Guikwar in the province termed Surat Attavessee.

ARTICLE 6.

By Schedule A to the definitive Treaty, Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor ceded in perpetuity to the Honourable Company, for the expenses of a subsidiary force, certain districts with all the rights of sovereignty and produce thereof and all the forts they contain, from which districts the pergunnah of Vijapore has been exchanged for other districts of equal produce, as particularized in a separate list annexed thereto, conformably to which Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor engages to transfer in perpetuity all rights of sovereignty over those districts and all the forts which they contain to the Honourable Company, and the Honourable Company agrees to restore for ever the whole right of sovereignty over the district of Vijapore and the forts which it contains to Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and whereas, in consideration of the Maharajah having consented to the exchange of the district of Vijapore, the Honourable Company do promise that they will not apply in future to the Maharajah, his children, heirs or successors, for the exchange of any of the districts ceded by the definitive Treaty bearing date the 21st day of April 1805, corresponding with 20th Mohurrum 1220 Hegira, or Sumwut 1861, in the month of Chytre, or of the other districts now exchanged for Vijapore, or for the exchange of any territory whatever.

ARTICLE 7.

Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having represented to the Honourable Company that on the island of Bate and in the province of Okamundel there are two places of Hindoo religious worship and devotion, and that the Guikwar government should be put in possession of these places, and the Honourable English East India Company being disposed to comply with the earnest desire of the Maharajah, the province of Okamundel and the island of Bate, with all the rights of sovereignty thereof and all the forts they contain, are accordingly given to the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs or successors, in perpetuity, and the Maharajah Sena Khas Kheyl Shumsher Bahadoor promises to allow in perpetuity a building on the island of Bate to the Honourable Company for depositing stores, free

of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, etc., belonging to the Honourable Company, as well as merchant vessels from the Honourable Company's ports, as may frequent any of the ports and places in the provinces of the Guikwar government, shall pass and re-pass without hinderance; and the Honourable Company, on the other hand, agrees that all vessels, boats, servants, subjects, etc., belonging to the Guikwar government, as well as merchant vessels from the ports of the Guikwar government as may frequent the Honourable Company's ports, shall also pass and re-pass without hinderance. The Maharajah moreover promises that the person who may reside in charge of the Honourable Company's stores shall meet with no molestation whatever, and be treated with all due consideration.

ARTICLE 8.

Whereas, by the second clause of the 12th Article of the Treaty of the 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has stipulated to furnish his troops to act with the British forces on any great exigency. His Highness hereby further engages, in case of war, to bring forward the whole of his military resources for the prosecution of the war. The Honourable Company, on the other hand, agrees to take into consideration and determine the pretensions of the Guikwar government to benefit by any future partition of territory acquired in foreign wars. The Guikwar government also binds itself to maintain and hold at the disposal of the Honourable Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the officer commanding the British troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Guikwar, and that His Highness will conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements according to the customs of the Guikwar government; its muster to be personally taken by the head of the Guikwar government, and at the time of payment on the day of the new moon in every month, the Guikwar government and the Resident at Baroda will also take the muster thereof, or if the force is despatched from Baroda on service, the officer who will be nominated by the Guikwar Sircar to its command and the officer who proceeds in command of the Honourable Company's troops shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE 9.

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honourable Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, it is therefore hereby agreed that offenders taking refuge in the jurisdiction of either party shall be surrendered on demand without delay or hesitation.

ARTICLE 10.

All Articles of the definitive Treaty at Baroda, dated 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, not contrary to the present engagement, are hereby confirmed.

ARTICLE 11.

The Supplemental Treaty, consisting of eleven Articles, being this day, 6th November 1817, corresponding with 25th Jilhez, 1232 Hegira, or Sumwut 1873, in the month of Aswein, settled and concluded at Baroda, to be binding and permanent when ratified by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General in Council.

Done at Baroda, 6th November A. D. 1817.

Witness :

J. R. CARNAC,
Resident.

Memo.—This Treaty was ratified by His Excellency the Governor-General in Camp, at Mussowley, this 12th day of March one thousand eight hundred and eighteen.

J. ADAM,
Secretary to the Governor-General.

SCHEDULE B.*

Of the funds assigned and territories ceded in perpetual sovereignty by His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor to the Honourable English East India Company, under the Supplemental Treaty dated 6th November 1817, corresponding with 25th Zilhej 1232, or Sumwut 1873, in the month of Aswein, in order to provide for the regular payment of the additional troops subsidised.

Districts composing the perpetual farm of Ahmedabad ceded and accepted at net Rupees 12,61,969-2-50, subject to all the conditions of the farm.

Half of the City of Ahmedabad .
Paishwa's Duscoorai Purgunnah .
Beerumgaum .
Porauntee and Paishwa's share in Hursolee and Morassa .
Punch Mahals as follows :—
Mahmoodabad .
Aleera or otherwise Thamna .
Tasra .
Antrolee .
Balesenore and Veerpoor .
Half of the Town and Purgunnah of Pitlaud .

} Net Rupees 12,61,969-2-50.

J. R. CARNAC,
Resident at Baroda.

* Schedule A, referred to in Article 6, is that annexed to the Definitive Treaty of April 1805 (No. XII).

SCHEDULE C

DR. { *Or Statement of Districts, with the Revenues of each, exchanged with the Guikwar Government, including the exchange of the Pergunnah of Vijapore, as set forth in Article 6 of the Supplemental Treaty.* } CR.

To Vijapore and Tuppa Summow of Kurree				1,66,647	1	0	By Cupperbund	52,600	0	0	
Dubhoy				2,07,918	2	20	By Bhaliz	40,000	0	0	
Dhadderpore				14,377	1	32	Kurrode	60,000	0	0	
Sowlee				75,333	0	0	3 villages of Subhangee Pole, *viz.*, Sundannah, of Petlaud Pergunnah, Untrolee, of Mattur Pergunnah and Wasna, of Monde Pergunnah	9,047	1	0	
Mogullae, dues of the Surat Attaveessee				75,763	1	25	Kummege village of Ahmedabad, Duscoorae Pergunnah	5,000	0	0	
The amount of Kelladaree Baubut be collected by the Kaira Collector from the jaghire villages of Sundannah, Untrolee and Wasna, of Subhongee Pole, which was not deducted from the amount at which these villages were ceded to the Honourable Company				1,652	0	0					1,66,647	1	0
The amount of Syed Poora village ceded by Guikwar Government with the Duscoorae			1,800	0	0		City of Ahmedabad				1,65,313	3	7
Proportion of the increase of Rupees 20,000 on Rupees 56,000 of Duscoorae as explained by the 17th paragraph of letter of the 15th June 1818			642	0	0		Pergunnah Ahmedabad, Duscoorae, and Havallee				1,86,000	0	0
				2,442	0	0	Turkesur and Mota Cusba of Surat Attaveessee	29,641	0	0			
The amount of Dhurmadao Lungur, being charities of the Ahmedabad Duscoorae				1,824	0	81	Deduct therefrom Mogullae	1,007	0	0			
Kusba, town of Petlaud and Sayer of the district				32,890	2	31		28,634	0	0			
				5,78,848	0	89	Is settled in favour of the Honourable Company for				27,996	2	51
Balance to be made up to the Guikwar by the transfer of a village in Petlaud, the Surat Attaveessee				2,117	1	69	Mogullae of Mota Cusba, of Surat Attaveessee				1,007	0	0
							Cusba town of Omrul				34,001	0	0
Rupees				5,80,965	2	58	Rupees				5,80,965	2	58

J. R. CARNAC,
Resident at Baroda.

ADDITIONAL ARTICLE to the SUPPLEMENTAL TREATY, on a separate negotiation concluded with HIS HIGHNESS SYAJEE RAO GUIKWAR, the successor of HIS late HIGHNESS FUTTEH SING.

It having been stipulated in the 4th Article of the foregoing Treaty that in exchange for the districts of Dubhoy, Bahadurpore, and Sowlee, one-half of the city of Ahmedabad, and a part of the villages in the Guikwar share of the pergunnah of Petlaud, be ceded to the Honourable Company, the contracting parties, on further consideration, have substituted the following arrangement including therein a cession on account of the Mogullae dues on the districts belonging to the Guikwar in the Surat Attaveessee, as agreed for in the 5th Article of the same Treaty, namely, the district known as the Guikwar's Duscoorae (inclusive of doomala and enam assignments), with the havellie in the city and the cusba of Mota and the pergunnah of Turkesur in the Surat Attaveessee, as specified in the annexed detailed account of territories and rights so exchanged.

It being also mutually desirable, for the interest and convenience of both governments and to promote more effectually the consolidation of their power and authority, that the rights over the cusba town of Petlaud shall be transferred to one or either of the contracting parties, His Highness Anund Rao Guikwar, etc., has agreed to cede in exchange for the Company's rights in the cusba of Petlaud only his rights in the cusba town of Imrul.

J. R. CARNAC,
Resident at Baroda.

HASTINGS.
G. DOWDESWELL.
JAMES STUART.

Ratified by the Governor-General in Council this 28th day of November 1818

J. ADAM,
Chief Secretary to Government.

No. XVII.

SUBSTANCE of a LETTER from the HONOURABLE MOUNTSTUART ELPHINSTONE, GOVERNOR of BOMBAY, to HIS HIGHNESS SYAJEE RAO GUIKWAR, dated 3rd April 1820.

Since my arrival at Baroda we have had many interviews, at which, besides increasing the former friendship by personal intercourse, we have had various conferences regarding the manner in which you are to be vested with the administrations of your own government. For the better remembering of the points settled, I now commit them to writing.

All foreign affairs are to remain as hitherto under the exclusive management of the British Government.

With regard to internal affairs Your Highness is to be unrestrained, provided you fulfil your engagements to the bankers, of which the British Government is guarantee. The Resident is, however, to be made acquainted with the plan of finance which Your Highness shall determine on at the commencement of each year. He is to have access to the accounts whenever he requires it, and is to be consulted before any new expenses of magnitude are incurred.

The guarantees of the British Government to ministers and other individuals must be scrupulously observed.

Your Highness to choose your own minister, but to consult the British Government before you appoint him.

The identity of interests of the two States will render it necessary for the British Government to offer its advice whenever any emergency occurs but it will not interpose in ordinary details, nor will its native agent take a share as formerly in the Guikwar government.

This letter is written in the spirit of entire friendship and good-will towards your State, and I look to hear henceforward of your increasing prosperity and reputation.

No. XVIII.

TRANSLATION of a TREATY between the BRITISH and GUIKWAR GOVERNMENTS, dated the 3rd of April 1820.

Seal of GUIKWAR.

With the view of promoting the prosperity, peace and safety of the country, and in order that the Guikwar government shall receive without trouble and with facility the amount of tribute due to it from the provinces of Kattywar and Mahee Kanta, it has been arranged with the British Government that His Highness Syajee Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall not send his troops into the districts belonging to the zemindars of both the above provinces without the consent of the Company's government, and shall not prefer any claims against the zemindars or others residing in those provinces except through the arbitration of the Company's government: (on the other hand) the Company's government engage that the tribute, including Khurajaat, as fixed by the settlements of Summut 1814, A. D. 1807 and 1808, and of Sumwut 1868, A. D. 1811 and 1812, shall be paid by the zemindars to the Guikwar government free of expense. If in consequence of the misconduct of any zemindar or talookdar it becomes necessary to incur any considerable expense, the same, without any addition thereto, shall be defrayed by the said zemindar.

No. XIX.

TRANSLATION of an ANSWER from the GUIKWAR GOVERNMENT to the MEMORANDUM regarding the PROHIBITION of the IMPORT of OPIUM, dated 17th Zillay 1235 (25th September 1820), consisting of the following ARTICLES :—

ARTICLE 1.

Opium must not be supplied from the Company's warehouse, or by merchant subjects of the Company, to the merchants and subjects of the Guikwar. These are to be supplied with opium by the Guikwar government.

ARTICLE 2.

Whatever opium is required for the Guikwar warehouse to be obtained from the Collector of Kaira through the agency of a vakeel of the Guikwar. Should there be a deficiency of opium in the warehouses of both governments, and it should be necessary to procure opium from Malwa, a dustick is to be given permitting the purchase and the free passage of the article.

ARTICLE 3.

The Guikwar government will purchase the opium at present in the Guikwar districts, and until it is consumed will not purchase from the Company's stores.

ARTICLE 4.

Opium is produced in some parts of the Guikwar territories, and it is requested therefore that no objection may be made; this continuing to be the case, when the article is ready, it will be purchased by the government, to which it is requested that no objection may be made.

ARTICLE 5.

The price of opium to be the same in the territories of the two governments.

ARTICLE 6.

It is requested that the price at which opium is sold to the merchants and ryots at Kaira, Baroach, and other places, where the government warehouses will be established, and the Malwa price, may be communicated to this government every month.

ARTICLE 7.

Any merchants or individuals introducing opium secretly for sale into the Guikwar territories to be subject to have the property confiscated; and any opium brought secretly from the Company's districts for sale to be confiscated in like manner, without any objection on the part of the British Government.

ARTICLE 8.

A vakeel of the Guikwar government to be stationed at Kaira, and wherever there is a warehouse of the British Government, and opium to be supplied for the Guikwar districts through his means; no opium to be supplied by other means to merchants and ryots.

C. NORRIS,
Acting Resident.

BARODA RESIDENCY;
29th September 1820.

No. XX.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERNMENT, dated the 13th August 1825.

A memorandum has been received from the Residency, dated 9th of the first Shrawun Vud (August 9th, 1825), stating that a letter had been received by Mr. Willoughby from Mr. Newnham, Chief Secretary to Government, referring to the expedition of Colonel Walker into Kattywar in Sumwut 1864 (A. D. 1807-08), at which time the settlement in perpetuity for the tribute was adjusted, and pledges obtained from the Jhareja Rajputs that they would desist from their practice of female infanticide. Colonel Walker, it is stated, resolved at the time that the sums levied as fines from disturbers of the peace and other offenders should, through the clemency of government, be distributed in such sums as were suitable to the station in life of the parties concerned, to defray the marriage expenses of the females who should be preserved through this arrangement. This being brought to the notice of the Bombay Government by Captain Barnewall, the orders of Government have been forwarded to him, that through the British dependencies in Kattywar the sums realised in fines paid by disturbers of the peace should be appropriated as above specified; and Captain Barnewall has accordingly made the necessary arrangements. Further, Mr. Newnham's letter requires that information of this settlement should be given to the Guikwar government, and a suggestion be made of the propriety of its being extended to the Guikwar dependencies also in the same province. In communicating this an early answer was solicited, to which it is replied that the case under consideration is one of charity, and will procure the blessing of Heaven on both governments; therefore, whatever sums have been realised as fines on offenders since Captain Barnewall was placed in charge of the districts, or any extra revenue beyond the tribute as fixed for perpetuity by Colonel Walker, may be appropriated as above specified, the disposal being year by year duly communicated to us, and the arrangement is highly satisfactory to this government

No. XXI.

ENGAGEMENT with the GUIKWAR in 1832.

PAPER by HIS HIGHNESS the GUIKWAR, dated the 6th April 1832.

The Right Honourable the Earl of Clare having told His Highness the Guikwar that as His Highness wished to settle the monthly pay of the 3,000 contingent horse at the disposal of the Company's Sircar, a good arrangement must be made to secure their being paid according to the Treaty. His Highness, after consideration, agrees that he will place in continual deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty. If he should fail in so doing, the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will, on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; according to the 8th Article of the Treaty, and according to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by the Guikwar to complete the annual regular deposit of ten lakhs always. A conference on this having passed between His Lordship and the Guikwar, it is prayed that His Lordship, taking the above into consideration, will be pleased to release the mehals in sequestration, in which will be shown the goodness and reputation of His Lordship.

BARODA.
Dated 5th Zilkad, or 6th April 1832.

FINAL PAPER executed by the RIGHT HONOURABLE LORD CLARE, dated the 6th April 1832.

A memorandum has been received from His Highness the Guikwar, dated the 5th Zilkad; its contents are as follows:—There are 3,000 horse at the service of the British Government; His Highness the Guikwar agrees that he will place in continual (or running) deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty; if His Highness should fail in so doing the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will, on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; and according to the 8th Article of the Treaty, and according to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by the Guikwar to complete the annual regular deposit of ten lakhs always; His Highness prays, therefore, that the mehals sequestrated be released. His Lordship agrees to the above; therefore on the abovementioned continual deposit being placed with the British Government, the mehals shall be released from sequestration fifteen days after the date of the deposit when the Chor Chittees shall be delivered up.

BARODA,
6th April 1832.

No. XXII.

TRANSLATION of a MEMORANDUM presented by HIS HIGHNESS SYAJEE RAO GUIKWAR to the HONOURABLE the GOVERNOR at BARODA, dated 8th of Zilhez 1241, or 1st February 1841.

In consequence of disputes existing between the British Government and the Guikwar State His Excellency the Governor of Bombay, Sir J. Carnac, Bart., has visited Baroda, and a personal conference has taken place. Much discussion arose on the subject of the 3,000 horse kept up by the Guikwar State at the disposal of the British Government, and on their so remaining according to the Treaty at their present strength, and also on the payment by the Guikwar of the new Risala raised by the British Government; the Guikwar, having in view a perfect friendship and union between the two States and the full contentment of the distinguished Governor, agrees to pay the new Risala from the day on which it was raised up to the end of the month of Pous in the Sumwut year 1897 (January 1841), giving credit in the accounts for the amount, and from that date to allow the expense of the Risala, at an annual charge not exceeding three lakhs of Rupees to be deducted from the collections of the tribute made on account of His Highness by the British Government: the Risala is to remain, as at present, entirely under the orders of the British Government.

TRANSLATION OF A MEMORANDUM presented by the HONOURABLE the GOVERNOR, SIR J. R. CARNAC, BART., to HIS HIGHNESS the GUIKWAR, on the 1st February 1841.

The British Government having made a proposal to His Highness the Guikwar of keeping up 1,500 horse out of the 3,000 maintained by His Highness, to which proposal His Highness did not consent, as not appearing in accordance with the Treaty; in consequence of the re-establishment of the friendship between the two States, it is determined that the Treaty between the two States, including the matter of the 3,000 horse, is to remain in force.

TRANSLATION of a LETTER addressed to the HONOURABLE SIR J. R. CARNAC, BART., ETC., by HIS HIGHNESS SYAJEE RAO, GUIKWAR, dated 15th of Zilhez, Sumwut 1897, 8th February 1841.

A demand has been made that out of the 3,000 horse maintained by Treaty by this government at the disposal of the Honourable Company, 1,500 horse should be taken by the Honourable Company; but this does not appear correct under the Treaty, and by keeping the 3,000 horse, which are at present at the disposal of the Honourable Company, the appearance of perfect friendship between the two States and reputation will remain established. In this there should be no

difference. Earnestly desiring that there should be no dispute between the two governments, and that a good understanding should exist, as formerly, I wrote to you with great urgency, inviting you to visit me, which you have kindly done; and on your arrival at Baroda I have explained to you all my difficulties, the pressure of my debts, and the expenses of my family and dependants. You then spoke to me on the subject of bearing the expenses of Roberts's new Risala of horse, upon which, as I desired to do nothing beyond your wishes, and considered you as my father and protector, I gave my consent to allow annually to the extent of three lakhs of Rupees in the accounts for the cost of this Risala (agreeably to the new demand now made upon me), including the back pay (from the date on which the corps was raised), being influenced entirely by my confidence in you and my own helplessness. But I now represent to the Honourable Company and to Your Honour that the debt on this State is heavy; that the expenses of my family and hereditary dependants are great. This you have yourself seen; and it is for the Honourable Company and for Your Honour to enable me to support this, and to confirm the prosperity and reputation of the Guikwar State. The burden of myself and of my government rests entirely upon you, and my prosperity and reputation are yours. The Honourable Company and Your Honour are alike the protector of my dignity, and from you it will meet with no molestation. I am acting in accordance with the Honourable Company's government; therefore, as, in consequence of the new burden of three lakhs of Rupees per annum, which the maintenance of this body of horse entails on the Guikwar government, the welfare of this government is placed in difficulty, it is earnestly requested for the satisfaction of this government that Your Honour will, in kindness and without considering it a diminution of friendship, procure from the Honourable Company a release from this stipulation.

LETTER to HIS HIGHNESS the GUIKWAR, dated 8th February 1841.

Before leaving Baroda, to which place I have come at the earnest request of Your Highness, I deem it right to address to you a few words of advice on the completion of the business which has been engaging my attention during my stay, and on the restoration of the good understanding between Your Highness and the British Government, which, I trust, may never again be disturbed.

Your Highness's acquiescence in the demand made upon you for the maintenance of the Risala of horse now under Major Roberts, and of a body of horse for service in the tributary districts, combined with the earnest desire which you have evinced for a reconciliation with the British Government and your promises to preserve inviolate all existing guarantees, and to be guided by the counsels of the British Representative at Your Highness's Court, has enabled me to renew the bonds of amity between the two governments, which had been broken by repeated acts of Your Highness; and it is with pleasure that I have been able, in consequence, to restore to Your Highness the sequestrated pergunnah of Petlaud and the revenues of the tributary districts. I have likewise, at your earnest request

and on your promise to allow in the accounts of the tribute for whatever sum may be awarded to the Dessai of Nowsarie, removed the attachment on that cusba.

Before restoring Petlaud to Your Highness, I should have deemed it necessary to require from you in writing the most ample security against the ill-treatment of any of Your Highness's subjects in that district in consequence of their adherence to the British Government while in temporary occupation of it. In deference, however, to your strong remonstrances against this measure, as being derogatory to your dignity and honour as a sovereign Prince; unnecessary, judging from the absence of all complaint from the districts formerly under attachment, which were released during the government of Lord Clare; and dangerous as likely to give rise to causes of collision, I refrained from pressing it on Your Highness, and contented myself with receiving from you a solemn promise that you would act towards the ryots of Petlaud as towards the rest of Your Highness's subjects, and allow them to suffer no molestation whatever on account of their having obeyed the orders of the British authorities, or assisted them in the management of that province. Your Highness will recollect that this promise was made without reservation in the presence of the Chief Secretary in attendance on me, the Resident and his Assistant, and on the full understanding that a breach of it would, although no written engagement was executed, subject the district to re-attachment and final annexation to the British territory. I repose implicit confidence in Your Highness's promise, and I feel assured that on no occasion shall I regret having done so; but at the same time I deem it my duty again to repeat that the British Government will never submit to a breach of this promise, or allow the shadow of an imputation of bad faith to rest upon it by a neglect to secure from oppression those who are, on all principles of justice, entitled to our protection.

Your Highness is aware that the demand which I made upon you, as the basis of any settlement and of the restoration of the good understanding between the two governments, was for the maintenance of Major Roberts's Risala from Your Highness's revenues, to be subject entirely to the control of the British Government; and to the provision by Your Highness of a body of horse, of the nature required by the Treaty of 1817, of not less than 1,500 men for service in Kattywar, etc., the districts on which we collect Your Highness's tributes. Your Highness consented to the maintenance of Roberts's horse in the manner proposed, but desired that you might be allowed in addition to keep up the whole contingent required by the 8th Article of the Treaty of 3,000 horse, in order that the terms of the Treaty might be strictly observed. I consented to this, but at the same time I informed you that the British Government required only 1,500 for service in Kattywar, etc. Should Your Highness at any period desire to reduce your contingent to that number for employment in those provinces, no objection will be raised to that proceeding; but in that number Your Highness must retain those persons, as Meer Surapaz Ali and others, whose restoration to your service has already been acceded to by Your Highness as one of the demands which the British Government made against you.

Your Highness, on the conference which I had with you on the 2nd instant, presented me with a memorandum of 31 items on matters requiring settlement,

I informed Your Highness that after perusing them, the greater part of these were matters which must be left to the Resident to adjust. On two points, however, I explained to you the determination of the British Government, which it is well that I should here repeat: they relate to the attendance of the Resident and the British troops at the festivals of the Dussara and Gunputtee, and the presentation of honorary dresses (Aher) by the Resident on the part of the British Government, on festive occasions, on Your Highness's family.

It is needless here to recapitulate the grounds on which the decision of the British Government on this point is founded. It is sufficient to state, in respect to the first, that I have instructed the Resident to pay to Your Highness, as the head of the Guikwar State, the requisite honours on your progress on these State occasions; he will accordingly, on receiving from you an intimation of the day and hour at which your procession will leave the palace, attend with the troops at some convenient spot, which will be fixed upon in communication with Your Highness, and there, without joining in the procession, pay all military honours due to your rank. I trust Your Highness will be satisfied with the concession, which is the utmost that can be admitted under the imperative orders of superior authority.

It is contrary to the rule established for the guidance of the Honourable Company that presents should on any occasion be given or received. Although, as head of the Government of Bombay, I have thought fit to admit a deviation from this rule (and I am happy to have had it in my power, during my present visit, to present an Aher to Your Highness on the occasion of the birth of a son to Your Highness's eldest son, Rao Sahib), the Resident cannot be permitted to accept or present such gifts.

I must urge on Your Highness the absolute necessity of your strictly observing the repeated promises you have made to me to respect in their fullest extent all guarantees of the British Government; a contrary course has already brought Your Highness to the verge of ruin, and you may rest assured that it is only by an implicit maintenance of these engagements that the good understanding now happily re-established between the two governments can continue. The British Government in no way wishes to interfere in the internal administration of Your Highness's territory, of which it acknowledges you to be the sole sovereign. It will enjoin upon all holders of the British guarantee to regard you in that light on pain of its severe displeasure, and to observe the utmost respect and submission in all communications with Your Highness; but still it cannot be released from the obligation of seeing that Your Highness preserves inviolate, in the most minute particular, every Bhandaree engagement of which the British Government is a party.

I have on several occasions taken an opportunity of speaking to Your Highness on the subject of the evil advisers by whose counsel Your Highness has been led into difficulty, and more especially of Veneeram Aditram. I have received with pleasure Your Highness's assurances that since your proclaimed dismissal of that individual, you have had no communication, direct or indirect, with him, and

I rely on your adhering to your determination to banish him from your service and your counsels for ever.

When I consented, at Your Highness's earnest solicitation, at our meeting of the 2nd instant, to admit the introduction to me of certain individuals whose removal from your service had been required of you in consequence of their being the friends and associates of Veneeram, your dismissed minister, I begged Your Highness clearly to understand that my consent was given purely out of a regard to Your Highness's feelings, and in no respect as indicating my confidence in them, or in their fitness for employment in Your Highness's service. I have confidence in Your Highness alone and in your reiterated promises to reject the advice of evil disposed persons, and to study never again to incur the displeasure of the British Government.

Your Highness will be careful, therefore, never to employ any of these individuals in any transaction whatever with the British Government, or in any business connected with our guarantees, the holders of which have been on many occasions so grievously oppressed.

Bappoo Urgura.	Gunesh Punt.
Baba Napbra.	Baboo Pooramish.

I have spoken to Your Highness on the subject of the nomination of a minister: you are aware that you are bound to appoint a person to this office, with the approbation of the British Government. You inform me that you desire no minister, and that you will yourself transact all matters of business with the Resident. As a mark of my friendship for Your Highness and of my confidence in the continuance of this good understanding which I observe to exist between you and the Resident at your Court, I have consented to waive the demand for the fulfilment of this stipulation during such period as Your Highness may act up to your profession, and be guided, in all matters in which the British Government has any concern, by the good counsel of the British Representative. I feel confident that the trust which I am reposing on Your Highness will not be misplaced, and that it will not be necessary, at any future period, to enforce on you a measure to which you express yourself decidedly averse.

Having happily restored our former friendly relations, which I trust can never again be interrupted, I leave you in the full expectation that you will faithfully and implicitly observe all existing treaties and engagements; that you will respect in the minutest point every existing Bhandaree, adjusting, in communication with the Resident, every pending dispute on just and equitable principles, and allowing no occasion to arise for future differences; and that you will study by every means in your power to consolidate your alliance with the British Government. I have appointed to your Court a Resident, Mr. Boyd, with whom I am gratified to observe that Your Highness is on the most friendly footing of intimacy and cordiality; and I recommend Your Highness to continue this good understanding with him and to be guided by his friendly advice. Finally, I congratulate Your Highness on the state of kindness and unanimity which I observe to exist between the several members of Your Highness's immediate family, and I beg to assure you that I shall ever take the warmest interest in their welfare. I rejoice that I have had

this opportunity of visiting you, and renewing that intimacy which commenced with your early youth; and I entreat you to believe that in all the advice which I have given you (I trust effectually), I have been influenced solely by a regard to your own welfare and to the maintenance of your high position as the head of the Guikwar State. It will ever be to me a source of much gratification to hear of Your Highness's welfare, and to be informed that, by a strict adherence to existing engagements, Your Highness has merited the oblivion of the past, and is pursuing a steady and honest course for the future. I now bid Your Highness an affectionate farewell.

J R. CARNAC.

8th February 1841.

No. XXIII.

RULES for the EXEMPTION from the PAYMENT of the DUTIES usually claimed by the GUIKWAR GOVERNMENT on the VESSELS which may be driven by STRESS of WEATHER into the PORTS of OKAMUNDEL, AMROLEE, and other MEHALS of KATTYWAR while on their voyage between BOMBAY and the ports of SINDH, agreeably to the wishes of the BOMBAY GOVERNMENT, as intimated to me in a communication, No. 553, dated 18th September 1844.

RULE 1.

Should a boat on her voyage between Bombay and any port in Sindh be driven into the mehals of this Sircar by stress of weather, and land its cargo, no duty of any kind, and no port or anchorage fee, will be exacted, provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to pursue her voyage when able to do so, then the full amount of duty shall be levied on the whole cargo, and every port or other fee be also levied in the usual manner and the vessel treated in every respect as if consigned to the ports of this Sircar's mehals.

RULE 2.

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

RULE 3.

Should a boat, under the above circumstances, put into the ports of Okamundel, &c., and undergo repairs, landing her cargo in the meantime, no duty will be levied, provided there is no unnecessary delay, and provided that on reshipping, every package of the original cargo is duly accounted for to the satisfaction of the Custom Master of the port.

RULE 4.

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

RULE 5.

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

RULE 6.

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

Similar rules were issued in 1840 by the Rao of Cutch with reference to the port of Mandavee, the only difference being in the last sentence, which runs: "But in all such cases the Rao will act in concurrence with and under the advice of the Political Agent."

No. XXIV.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the RESIDENT at BARODA, dated 6th Rajjub 1250 (19th May 1850).

A Yad has been received from the Residency, under date the 4th instant, No. 257, communicating the purport of Mr. Secretary Goldsmid's letter relative to the exemption from payment of duties of vessels which, by stress of weather, may be driven into any of the ports in Kattywar belonging to the Durbar, and requesting that exemption to a similar extent to that conceded by the Chiefs in Kattywar be made by this government. The Durbar has to report that instructions have been issued to the Comavishdars of Okamundel and Amrolee agreeably to the wishes of the Bombay Government, but that should any boat remain in the port many days after the storm has ceased, for the sake of convenience, or with the intention of disposing of its cargo, or changing the same, from it alone shall duty be exacted; and the merchants in Kattywar residing at the ports belonging to the Durbar have also been informed of this arrangement; and in the event of their experiencing any annoyance from the Chiefs in Kattywar, &c., in consequence of this arrangement, that they should at once report the circumstance to the nearest British authorities, who will investigate the matter. To this effect it is requested the Resident will write to the Bombay Government.

No. XXV.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the RESIDENT at BARODA, No. 460, dated 14th MAY 1856.

A Yad was addressed by this government on the 29th February last, No. 232, regarding the land to be given by us for the use of the railway; to this a reply has been received from the Residency, under date the 12th May, No. 420, stating that the Yad in question not being sufficiently explicit, the Governor-General entertained some doubts on the subject, and requesting His Highness will kindly, in order to remove all doubts and uncertainty for the future, cede the sovereignty and authority over the land required for the railway to the Government of India.

2. In reply we beg to say, as stated in our Yad No. 423, we shall cede the land required for the railway, and the full sovereignty of this land will rest exclusively with the Government of India for railway purposes, but this government entertained no uncertainty or doubt whatever in giving up the land for the road; and as this has been stated in the Yad referred to, it is a matter of regret to this government, and we beg the Resident will kindly write to the Governor-General and explain this to him, as this government in every way is dependent on the Governor-General.

Taking this into consideration we write that this business (railway) should cause no loss to our revenue in the customs, etc., as stated in our Yad of 29th February, No. 232, and we beg to receive a reply to this effect.

No. XXVI.

TRANSLATION of YAD from BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at BARODA, to HIS HIGHNESS MAHARAJAH KHUNDI RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, No. 471, dated Baroda Residency, the 14th June 1858.

The Right Honourable Lord Elphinstone, Governor of Bombay, Major-General Roberts, lately Commanding Northern Division of the Army, and myself, have all written to the Right Honourable the Governor-General of India, mentioning the friendship of the Guikwar and the assistance afforded by him during the past year.

To-day I have received a letter from the Secretary to the Government of India, with the Governor-General at Allahabad, No. 1519, of date the 31st May 1858, informing me that His Lordship is so gratified at hearing of His Highness Khundi Rao Guikwar's fidelity and devotion that he has been pleased to order that all that part of the kharita of Sir James Carnac, Governor of Bombay, to Syajee Rao Maharaj, of date 8th February 1841, which relates to Roberts's Risala and the Guikwar's contingent horse, and also the whole of the Yad of Maharajah Syajee Rao Guikwar, of date 1st February 1841, agreeing to pay three lakhs of Rupees a year for the maintenance of Roberts's Risala—these three matters above written, namely, what is written in the kharita about the Risala and about the contingent horse, and the Yad regarding the three lakhs—shall be remitted, and that in future the arrangement on these points between the two governments shall be that specified in the 8th Article of the Treaty of 6th November 1817; but when the 3,000 contingent horse are not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary mehals in Guzerat and Kattywar, they shall continue doing duty in the tributary mehals as the British Government may require.

The Secretary to the Government of India does not mention in his letter the date from which this arrangement is to commence, but I will write, and on the answer arriving I will inform the Maharajah.

I have great pleasure in communicating this good news. The Maharajah has always acted towards me as a friend, and I enjoy this good news which has come for the Maharajah as much as if it concerned myself.

TRANSLATION of Yad from HIS HIGHNESS MAHARAJAH KHUNDI RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at BARODA, No. 625, dated the 17th June 1858.

A Yad, No. 471, of date 14th June 1858, has been received from the Residency to the following effect:—That the Right Honourable Lord Elphinstone, Governor of Bombay, and Major-General Roberts, Commanding the Northern Division of the Army, and I wrote to the Right Honourable the Governor-General of India

particulars regarding the friendship of the Guikwar Sircar and the assistance it had afforded during the past year. That on this a letter, No. 1519, dated 31st May 1858, from the Secretary to the Government of India, has been received to the following effect:—That the Right Honourable the Governor-General Bahadoor being greatly pleased on hearing the accounts of the fidelity and friendship of the Maharajah Khundi Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, has given an order for the remission of the three matters as here detailed, namely, all that which is written about Roberts Sahib's Risala and about the contingent horse in Governor Carnac Sahib's kharita written on 8th February 1841, and the Yad of 1st February 1841 which Syajee Rao Maharaj wrote, agreeing to give three lakhs a year for the maintenance of Roberts Sahib's Risala; and that in future the arrangement on the above matters between the two governments will proceed according to the 8th Article of the Treaty executed on 6th November 1817; but when the contingent horse are not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary mehals in Guzerat and Kattywar, they shall continue doing duty in the tributary mehals as the British Government may require; that in the letter from the Secretary to the Government of India the date from which this arrangement is to commence is not written; therefore I will write regarding that point, and on receiving the answer I will inform the Maharajah.

I beg to reply that I have been very greatly pleased on seeing the contents to the effect that the Right Honourable the Governor-General, in the way of kindness and patronage, has remitted the three lakhs for the expense of the Risala, and I beg to write that in future there will remain on the part of this Sircar the arrangement for 3,000 sowars remaining in service according to the received request written in the Yad.

By this being done I am greatly obliged, and it is good in respect to good report, and the friendship between the two governments has been clearly displayed. From the expense also of the Risala falling (on me), the weight of debt was going on increasing up to the present day, and this caused much anxiety. In short, the character, good name, and honour of this government are of the Honourable Company Bahadoor and the Right Honourable the Governor-General Bahadoor; therefore, in right of friendship, I beg to address my patron* to the effect that the friendship of the two governments has come down from generation to generation, and for the increase of it, I have always been careful and have acted according to the good advice of the Resident Sahib.

* The Right Honourable the Governor-General.

Therefore, having taken the above written substance into consideration, I hope that you will forward to the Right Honourable the Governor-General from this government the representation of its pleasure.

KHUREETA TO THE GUIKWAR.

After compliments.—I have learnt with great satisfaction, from the reports which the Resident at Your Highness's Court has from time to time submitted

to me, the acts by which Your Highness has shown in an unmistakable manner throughout the late disturbances that Your Highness has identified your own cause with that of the British Government on behalf of the authorities in England and of myself: I thank you heartily for the proofs of friendship which you have afforded during a time of trouble.

In consideration of your fidelity and friendship, I have resolved to remit the payment of the sum of rupees three lakhs per annum, which was imposed upon the Guikwar State in the year 1841 for the maintenance of the Guzerat Irregular Horse; and as a mark of consideration for Your Highness, I have further determined that this remission shall have retrospective effect from the date of Your Highness's accession to the guddee.

I have much pleasure in forwarding for Your Highness's acceptance a pair of Morchals, and trust that they may be regarded as a token of the cordial esteem in which Your Highness is held by the British Government.

CANNING.

No. XXVII.

ADOPTION SUNNUD granted to HIS HIGHNESS the MAHARAJAH GUIKWAR of BARODA, —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 to 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

CANNING.

The 11th March 1862.

No. XXVIII.

PROCLAMATION,—1875.

To all whom it may concern.

Be it known that *Whereas* an attempt has been made at Baroda to poison Colonel R. Phayre, C.B., the late British Resident at the Court of His Highness the Gaekwar, and evidence has been adduced to the effect that His Highness Mulhar Rao Gaekwar instigated the said attempt to administer poison to Colonel Phayre;

And Whereas to instigate such attempt would be a high crime against Her Majesty the Queen and a breach of the condition of loyalty to the Crown under which Mulhar Rao Gaekwar is recognized as ruler of the Baroda State, and moreover such an attempt would be an act of hostility against the British Government, and it is necessary fully and publicly to enquire into the truth of the charge and to afford His Highness Mulhar Rao Gaekwar every opportunity of freeing himself from the grave suspicion which attaches to him;

And Whereas in consequence thereof it is necessary to suspend Mulhar Rao Gaekwar from the exercise of power and to make other arrangements for the administration of the Baroda State:

It is hereby notified that from this date the Viceroy and Governor-General of India in Council temporarily assumes the administration of the Baroda State, and delegates all the powers necessary for the conduct of the administration to the Agent to the Govenor-General and Special Commissioner at Baroda. The administration will be conducted, as far as possible, in accordance with the usages, customs, and laws of the country.

All Sirdars, Inamdars, Zemindars, and inhabitants of the Baroda territories, and all officers and persons whatsoever in the civil and military service of the Baroda State, or liable to be called upon for such service, are hereby required to submit to the authority of and render obedience to the said Agent to the Governor-General and Special Commissioner during such time as the State may be under the administration of the British Government.

In accordance with the gracious intimation made to the Princes and Chiefs of India that it is the desire of Her Majesty the Queen that their Governments should be perpetuated, and the Representation and Dignity of their Houses should be continued, a Native Administration will be re-established in such manner as may be determined upon after the conclusion of the enquiry and after consideration of the results which such enquiry may elicit.

By order of the Viceroy and Governor-General of India in Council.

FORT WILLIAM:
The 13th January 1875.

C. U. AITCHISON,
Secy. to the Govt. of India.

No. XXIX.

PROCLAMATION,—1875.

To all whom it may concern.

His Highness Mulhar Rao, Gaekwar, was suspended from the exercise of power, and the administration of the Baroda State was temporarily assumed by the British Government, in order that a public enquiry might be made into the truth of the imputation that His Highness had instigated an attempt to poison Colonel R.

Phayre, C.B., the late Representative of the British Government at the Court of Baroda, and that every opportunity should be given to His Highness of freeing himself from the said imputation.

The proceedings of the Commission having been brought to a close, Her Majesty's Government have taken into consideration the question whether His Highness Mulhar Rao, Gaekwar, shall be restored to the exercise of sovereign power in the State of Baroda.

The Commissioners being divided in opinion, Her Majesty's Government have not based their decision on the enquiry or report of the Commission, nor have they assumed that the result of the enquiry has been to prove the truth of the imputations against His Highness.

Having regard, however, to all the circumstances relating to the affairs of Baroda from the accession of His Highness Mulhar Rao, Gaekwar, to the present time, his notorious misconduct, his gross misgovernment of the State, and his evident incapacity to carry into effect the necessary reforms; having also considered the opinion of the Government of India that it would be detrimental to the interests of the people of Baroda and inconsistent with the maintenance of the relations which ought to subsist between the British Government and the Baroda State, that His Highness should be restored to power, Her Majesty's Government have decided that His Highness Mulhar Rao, Gaekwar, shall be deposed from the sovereignty of Baroda, and that he and his issue shall be hereafter precluded from all rights, honours, and privileges thereto appertaining.

Accordingly His Excellency the Viceroy and Governor-General in Council hereby declares that His Highness Mulhar Rao, Gaekwar, is deposed from the sovereignty of the Baroda State, and that he and his issue are precluded from all rights, honours, and privileges thereto appertaining.

Mulhar Rao will be permitted to select some place in British India, which may be approved by the Government of India, where he and his family shall reside with a suitable establishment and allowances to be provided from the revenues of the Baroda State.

Her Most Gracious Majesty the Queen, in re-establishing a Native Administration in the Baroda State, being desirous to mark her sense of the loyal services of His Highness Khundee Rao, Gaekwar, in 1857, has been pleased to accede to the request of his widow, Her Highness Jumnabaee, that she may be allowed to adopt some member of the Gaekwar house, whom the Government of India may select as the most suitable person upon whom to confer the sovereignty of the Baroda State.

The necessary steps will accordingly be immediately taken to carry into effect *Her Majesty's* commands. In the meantime, with the consent of His Highness the Maharaja of Indore, Sir Madava Rao, K.C.S.I., will at once proceed to Baroda, and conduct the administration of the State as Prime Minister, under instructions which he will receive from the Governor-General's Agent and Special Commissioner at Baroda.

In conferring the sovereignty of the Baroda State, no alteration will be made in the Treaty engagements which exist between the British Government and the Gaekwars of Baroda, and the new Gaekwar will enjoy all the privileges and advantages which were conveyed to the Gaekwar of Baroda in the Sunnud of Earl Canning, dated the 11th of March 1862.

By Order of His Excellency the Viceroy
and Governor-General of India in Council,

C. U. AITCHISON.
Secretary to the Government of India.

The 19th April 1875.

No. XXX.

No. 2562, dated Baroda, the 9th March 1878.

From—SIR T. MADAVA ROW, Dewan,

To—P. S. MELVILL, Esq., C.S.I., Agent, Governor-General, Baroda.

I have the honour to state that since my return to Baroda I have carefully perused and considered your communications, marginally noted, on the opium question. I also note all you have said in connection therewith in the course of our conversations at the Residency.

Your letter No. 988, dated 15th February 1878.
Your letter No. 1070, dated 18th February 1878.

2. I was at first desirous of addressing you on the subject, so as to give expression to the views and considerations which had suggested themselves to me in relation to the main points in issue, and which, I thought, might not be undeserving of the attention of the higher authorities in matters affecting States and populations and disturbing a long existing order of things. But the result of your later conversations is that my field has been very much narrowed. I gather from those conversations that the Government of Bombay insist on Baroda adopting the Bengal system of monopoly You have pressed for an immediate declaration of the intentions of His Highness's Government.

3. Though His Highness's Government still continue of opinion that less drastic measures than the one just mentioned are fairly available, and ought to be tried, yet, yielding to the pressure of the situation, we accept what for the sake of brevity may here be designated the "Bengal system".

4. By the "Bengal system" the Baroda Administration means—

(1) The permission of cultivation of the poppy by license only.

(2) The purchase by the State of the juice of the whole of the poppy crop so sown.

(3) The preparation by State agency of the poppy juice into marketable opium.

(4) The sale of the opium so prepared to (*a*) consumers within the Baroda territory under the retail sale monopoly, and (*b*) merchants for export, it being understood that the State will convey all the opium for export to the scales at Ahmedabad, and that it will pay the British duty there ; but that the State is at liberty to make contracts of sale of the opium before the opium is taken to the scales, on condition that the delivery shall not be made by the State to merchants until after the British duty has been paid at the scales.

5. It is understood that the Baroda Government will exercise its own discretion, and in any way that may appear to it most advisable in regard to minor details, such as making advances to the cultivators, testing the poppy juice, manufacturing and packing the opium, etc., and that in these matters the Baroda State is not necessarily bound to follow the procedure adopted by the British Government in Bengal.

6. I further agree that the cultivation of the poppy should be limited to the supply of the "licit demand".

7. By the "licit demand" the Baroda Administration means the demand for Baroda-grown opium for consumption within the Baroda territories, and also the demand, as determined by His Highness's Government, for export to the scales at Ahmedabad. The Baroda State will accordingly regulate the area of land, from time to time, for poppy cultivation.

8. The Baroda Administration will adopt the system above described so as to bring the next poppy crop under it. The requisite preparations will be begun at once.

9. In order that I may be in a position to form the best practicable scheme, and to frame proper rules, I intend shortly to proceed to the Kari Division (to which alone the cultivation of the poppy is in future to be restricted).

10. You have urged upon us the great desirability of the Sirkar buying up the poppy juice which is at this moment being gathered. I am bound to state that circumstances render this not possible. To compel the ryots *without any previous* notice to sell their produce to the Sirkar exclusively, and at rates fixed by the Sirkar, would not be just. It would cause a great outcry on their part. Again, various contracts, no doubt, exist between the ryots and merchants relative to the delivery of the produce. Such contracts and transactions connected therewith would be suddenly interfered with, causing no little hardship and complaint. Such contracts and transactions may have their ramifications extending to important interests in the city of Bombay; and these could not be suddenly and seriously disturbed. Again, part of the produce has been already gathered, and part of what has been gathered has, doubtless, passed out of the growers' hands. To reach all the produce, in these circumstances, would necessitate very inquisitorial and vexatious processes which would be opposed or evaded by various expedients all calculated to create much distress and discontent. Apart from all this, it would be impossible to suddenly organize a sufficient agency to buy up the produce.

Arrangements could not be instantly made for weighing in of the produce from so many individuals, and for payment according to the quality and consistence as well as the quantity of the stuff. We have no buildings ready and not even the requisite vessels, to place or prepare the produce in. We have neither men ready, nor appliances, nor the requisite knowledge for the proper superintendence of the preparation of the produce for the market. In short, it would not, I must respectfully submit, be possible to undertake a vast and detailed operation of the sort without the least previous preparation. I have personally explained these manifold and grave difficulties, and will, therefore, say no more here on the subject.

11. We are however alive to the necessity of adopting, meanwhile, such measures as are practicable in view to prevent smuggling and to bring the stock of opium and poppy juice now in the country under control. I will here generally indicate the character of these measures.

12. We have already prohibited the cultivation of the poppy in Petlad and Amreli, where it has hitherto been grown, so that in future there will be no cultivation of the poppy in the Baroda territory except in the Kari (or Northern) Division. This prohibition will be declared in a formal notification, to be issued at once, laying down penalties, etc., for infractions thereof.

13. A notification, which will remain in force until the State actually commences its monopoly, will also be issued prohibiting the export of *opium* from any part of the Baroda territory except to the scales at Ahmedabad. Steps will also be taken to register the *opium* and poppy *juice* now in stock in the Kari Division as well as, if any, in Amreli and Petlad; and to prevent its removal without the cognizance of Sirkar officers. To avoid loss to owners which would arise from suddenly making the possession of opium illegal, time will be given (probably not further than the 30th September next) to enable them to dispose of the stock of opium by taking it to the scales at Ahmedabad, so as to enable the Administration to start the monopolies of opium cultivation and retail sale, clear of any stock in the hands of private individuals.

14. There will be no difficulty in owners of opium in the Kari Division taking it to the scales. But the rules proposed by the Government of Bombay under Act I of 1878 do not seem to contemplate the export to the scales at Ahmedabad of opium from Petlad and Amreli. Should it be found necessary to do so, I beg that Government will, as a temporarily necessary measure, afford facilities to owners, if any, in those districts, to take their stock to Ahmedabad before the date fixed.

15. In the Kari Division if any poppy juice remain in the hands of ryots and others, after the expiration of the time given, it will be bought up by the Sirkar.

16. With regard to the juice remaining with the cultivators and others in Petlad and Amreli, orders are being issued to buy it up for the Sirkar. The juice so bought will be converted by the Sirkar into opium, which will be disposed of either by being sent to the scales at Ahmedabad as if it was Sirkar monopoly opium, or

by being issued for retail sale in these territories under the retail sale system. If it will have to be sent to the scales, or moved from one part of the Baroda territory to another, between which British or other foreign territory intervenes, the British Government will, I trust, give the necessary facilities for its removal.

17. Thus, it will be seen that, although it is impracticable to buy up the produce of the existing crop in the Kari Division, it will be brought under effective control, together with the existing stock of opium in that division and other Baroda districts. The juice in other parts of the Baroda territory than the Kari Division will be immediately bought up; and measures will be adopted at the same time to prevent opium or poppy juice being exported from any part of the Baroda territory, except opium, to the scales at Ahmedabad, in other words, to prevent smuggling.

18. In adopting the measures I have indicated, we shall take as our guide, as far as necessary to the objects in view, Act I of 1878, and the rules adopted by the British Government itself in its own territory under that Act.

19. With regard to retail sale of opium for consumption in His Highness's territory, the privilege of such sale is, at present, farmed out in the Nowsari, the Baroda, and the Amreli Divisions. But there are no complete rules on the subject, nor proper penalties, though offences against the farmer's privilege, as far as can be ascertained from former practice, are punished.

20. We shall now introduce a complete Sirkar monopoly of retail sale throughout the Baroda territory analogous to that prevailing in British provinces, the retail sale prices being assimilated. In the above-mentioned three divisions the farms fall in on the 31st July next. We shall take every measure to introduce in those divisions the new monopoly system from the 1st August next.

21. The retail sale of opium in the Kari Division is at present unrestricted, there being no farm in that division. It will not be practicable to introduce State monopoly in that division before the expiry of the time given to holders of opium stock to dispose of their opium, say, till the 1st October next. We contemplate, therefore, to introduce the measure there hereafter.

22. It is, of course, understood that no British duty will be charged on opium imported by the Baroda State from foreign territory for consumption in the Baroda territory.

23. It may be necessary for the Baroda State to indent upon the neighbouring Collectors, or other British officers in charge of opium depots, for opium required for retail sale in Baroda territory. It is understood that such opium will be supplied at cost price without any duty or profit being charged to the Baroda State.

24. I hope that you will see reason to recognize in the arrangements thus proposed every anxiety on the part of His Highness's Government to meet the wishes of the British Government in the interests of its opium revenue, and at the same time to obviate loss or injury to the interests of this State as far as possible.

No. XXXI.

AGREEMENT appertaining to the CESSION OF CRIMINAL JURISDICTION over the BHAVNAGAR-GONDAL RAILWAY LINE,—1879.

I hereby cede, on behalf of the Baroda State, to the Government of India, all the criminal jurisdiction possessed by the Baroda State in the lands of the Amreli Division which have been permanently assigned and made over by that State for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India for so long as the aforesaid lands may be required for that Railway and being restored to the Baroda State when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

DEWAN'S KACHERI,
BARODA; T. MADHAVA ROW,
The 29th September 1879. *Dewan.*

No. XXXII.

MEMORANDUM,—1880.

I hereby cede on behalf of the Baroda State to the Government of India full jurisdiction, short of sovereignty rights, over the lands of the Kari Division which have been, as per correspondence marginally noted, permanently assigned and made over by that State for the railway extension from Ahmedabad to Palanpoor, the jurisdiction thus ceded being exercised by the Government of India so long as the aforesaid lands may be required for that railway, and being restored to the Baroda State when the lands are no longer needed for the railway.

Letter from the Minister of Baroda, No. 2427, dated 10th July 1877.
Letter from the Agent to the Governor-General to the Minister, No. 6599, dated 18th October 1877, and accompaniments.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Baroda State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

BARODA; T. MADAVA ROW,
January 1880. *Dewan.*

No. XXXIII.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJA SAYAJI RAO GAEKWAR SENA KHAS KHEL SHUMSHER BAHADUR, GAEKWAR of BARODA,—1881.

Whereas by Article 8 of the Supplemental Treaty between the British Government and the Baroda Darbar of the 6th November 1817, it was agreed that His Highness the Gaekwar of Baroda should maintain and hold at the disposal of the Hon'ble Company, to act with the subsidiary force wherever it may be employed and to be subject to the general command of the Officer Commanding the British Troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Gaekwar; also that His Highness would conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, and the condition of its arms and accoutrements according to the customs of the Gaekwar Government.

And whereas His Highness Khunde Rao Gaekwar Sena Khas Khel Shumsher Bahadur, in a letter, dated 17th June 1858, to the address of Sir R. C. Shakespear, then Resident at Baroda, agreed that "when the contingent horse are not required to go with the subsidiary force on service, then in the same way as at present they do duty in the Tributary Mahals in Guzerat and Kathiawar, they shall continue doing duty in the Tributary Mahals as the British Government may require".

And whereas it is now considered advisable that the duties heretofore performed by the contingent of 3,000 horse in the Tributary Mahals, should be in future performed by a body of mounted and foot police, entirely under the control and management of the British Government.

The following Articles are therefore agreed upon:—

1. In consideration of an annual payment by the Baroda State of a sum of 3¾ lakhs of rupees, the British Government release the Baroda State from its obligation to maintain the contingent of 3,000 horse on the terms, and for the purposes, cited above.

The cessation of these obligations to have effect from such date as may hereafter be fixed by the British Government.

2. The annual payment stipulated under Article 1 shall be adjusted by deduction of the sum stated from the tribute collected by the British Government on behalf of His Highness the Gaekwar in the States known as the Tributary Mahals. If the amount of the tribute thus collected in any one year falls short of the sum to be deducted, the Baroda State will make up the difference.

3. In view to the formation of the police force which will be required to perform the duties of the Baroda Contingent, the British Government will enlist a number of the men now belonging to the said contingent, not less than four hundred, provided that such a number of men be found in every way fit for the service. If the

Baroda State desires more than four hundred men to be enlisted, the British Government will make no objection upon the condition of fitness already stated.

4. The Baroda State will give, with the men enlisted on the above conditions, free of charge, a horse for each man enlisted, such horses being selected from those belonging to the Baroda State now in the said contingent by British officers appointed for the purpose. Should suitable horses not be available from among those of the contingent belonging to the Baroda State, the State will, at its own cost, furnish horses to be approved by the British officers aforesaid.

5. The Baroda State will give to the British Government free of charge all barracks, pagahs, lines or buildings, the property of the State, now existing in the cantonments of the contingent in the Tributary Mahals, Guzerat, and Kathiawar. Such of the buildings in these cantonments as are the property of Pagahdars of the contingent shall be purchased from them by the British Government, and, in future, no person, except such as are enlisted in the new police force, shall be permitted to reside in these buildings.

6. The contingent of 3,000 horse will be disbanded; and the Baroda State hereby undertakes to carry out the measures necessary for its dissolution with due consideration for the interests and reasonable expectation of those who are now connected with the existing organization of the contingent.

Signed at Baroda on the 8th day of September one thousand eight hundred and eighty-one.

T. MADAVA ROW,
Dewan.

P. S. MELVILL,
Agent to the Governor-General.

RIPON,
Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Simla on the 29th day of September A D. 1881.

CHARLES GRANT,
Officiating Secretary to the Government of India, Foreign Department.

No. XXXIV.

MEMORANDUM of points discussed and understanding arrived at as regards OPIUM and ABKARI at a conference held between the COMMISSIONER of CUSTOMS, SALT, OPIUM and ABKARI, BOMBAY, and the MINISTER of HIS HIGHNESS the MAHARAJA GAEKWAR,—1886.

Opium.

1. With reference to previous correspondence it is settled that the minimum selling price of opium in British districts in Guzerat, His Highness's territory and adjacent Native States, shall be Rupees 1-4 per lb. (of 40 tolas) in advance of the rate fixed by the British Government for the issue of opium from Government depots—*i.e.*, opium shall not be retailed in any portion of the said territories at a rate lower than Rupees 1-4 in advance of the issue rate for the time being in force.

2. This arrangement to be tentative for two years from 1st August 1887.

Abkari.

3. The still-head duty rates in force in the portion of the Naosari Division in which the Central Distillery system prevails to be increased to the rates obtaining at present in the adjacent British Talukas.

4. With regard to the abkari arrangements for the Mahals of Songhad and Vyara and the Peta Mahal of Vakal, His Highness's Government will study the system now prevalent in the neighbouring British Mahal of Nowapura and Taluka of Pempalner, and if found suitable and unobjectionable will introduce it experimentally in the said mahals of Songhad and Vyara and the Peta Mahal of Vakal from 1st August 1887.

5. His Highness's Government proposes to introduce the Central Distillery system in the Baroda Division from the 1st August 1887 generally on the same principles as in the Naosari Division, provided a corresponding system is introduced in the contiguous British Districts and other Native States.

6. For the further protection of the abkari revenues of both Governments, it is considered desirable to retire, as far as possible, the liquor shops of either Government to a distance of at least two miles from the frontier. It may however be necessary to make exceptions to this rule—*e.g.*, liquor shops must be allowed in Naosari, although situated within two miles of the British frontier. In cases in which the rule about retirement of shops to a distance of two miles from the frontier may be found to cause inconvenience to a large number of the population, by cutting off their liquor supply, it may be necessary to allow a shop either in British or Gaekwadi territory, within the two miles limit, to supply the surrounding British and Gaekwadi villages with liquor, that is to say, a liquor shop in a Gaekwadi village might be allowed to supply liquor to neighbouring British villages while another shop in a British village might be allowed to supply adjacent Gaekwadi villages—the choice of all such shops being so made as to balance the loss and gain to either Government. At all shops, British or Gaekwadi, allowed within the two miles belt, liquor shall be sold of the same strengths and at prices not lower than the minimum prices to be settled by mutual consent.

7. In the case of isolated Gaekwadi villages surrounded by British territory and *vice versâ*, it would be desirable to arrange that each such village should be supplied with liquor from the nearest distillery, whether in Gaekwadi or British territory, the duty levied thereon being payable to the Government to which the village belongs. If, however, the Government to which such village belongs wishes to supply it with liquor from its own distillery, it is at liberty to do so, but in that case a minimum selling price will be fixed for the village by mutual consent.

8. To carry out the foregoing arrangement (*vide* paragraphs 6 and 7) special officers appointed by their respective Governments should meet at an early date and submit to their respective Governments their respective proposals with regard to each village and shop affected, together with a map of the territory concerned, and the matter should finally be decided at a personal conference between the British Commissioner of Abkari and the Dewan.

9. His Highness's Government reserve for further consideration the question of the levy of a tree tax on toddy-producing trees growing in His Highness's territory.

10. The object of the British Government being the protection of its own Abkari revenue, it will suffice for all practical purposes if the arrangements above set forth, as regards a belt of two miles, and as regards isolated villages, are satisfactorily carried out. As to the interior parts of the Baroda territory beyond the belt of two miles, and the isolated villages, His Highness's Government is free to make its own arrangements for its abkari administration.

11. The above arrangements having been settled in deference to the wishes of the British authorities and for the protection of British revenue, it is to be understood that they are subject to revision by mutual consent, should circumstances render such a course expedient in future.

J. MOORE,
Acting Commissioner,
Customs, Salt, Opium and Abkari.

BARODA,
14th November 1886.

LAXUMAN JAGANATH,
Dewan, Baroda State.

No. XXXV.

ARTICLES of AGREEMENT entered into by the BRITISH GOVERNMENT as represented by COLONEL JAMES CAVAN BERKELEY, AGENT to the GOVERNOR-GENERAL, at BARODA, on the one HAND, and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJAH SAYAJI RAO GAEKWAR SENA KHAS KHEL SHAMSHER BAHADUR of BARODA, as represented by RAO BAHADUR LUXUMON JAGONATH, DEWAN, on the other HAND, regarding the CONDITIONS for regulating th · MANUFACTURE and the COLLECTION of NATURAL SALT within, and the EXPORT of SALT from, HIS HIGHNESS'S POSSESSIONS IN KATHIAWAR,—1887.

ARTICLE 1.

The manufacture of salt in the Kathiawar possessions of the Baroda Government will be limited to natural salt, *i.e.*, salt made from sea-water or natural

brine deposits or wells, and only such quantity will be made as shall be sufficient for local consumption and for export as hereinafter provided.

ARTICLE 2.

Effectual means shall be taken to prevent the import of salt sent by sea from Okhamandel for the supply of the Amreli Mahals into the adjacent Kathiawar States, and efficient measures shall be adopted by the officials of the Baroda State to prevent the export of salt by land or sea from the Amreli Mahals or Okhamandel into any of the States of Kathiawar. No salt imported into the Amreli Mahals from Okhamandel shall be landed anywhere but at Korinar or Velan.

ARTICLE 3.

The Government of Baroda will adopt effectual means to prevent the exportation from its possessions in Kathiawar, either by sea or land, of salt manufactured or spontaneously produced therein to any part of British India or of any Native Indian State, or of any foreign European settlement in India, and will publish a Notification prohibiting such export under severe penalty.

ARTICLE 4.

The Government of Baroda will exercise an efficient control over the manufacture of salt and the collection of natural salt within its possessions in Kathiawar.

ARTICLE 5.

The Government of Baroda will so regulate the export of salt from its possessions in Kathiawar to foreign ports outside of India, and will place such export under such safeguards and checks as to prevent any salt so exported from finding its way into any part of British India or of any Native Indian State or of any foreign European settlement in India.

ARTICLE 6.

The Government of Baroda will not permit any salt to be exported from its possessions in Kathiawar to any foreign port outside of India, unless the vessel containing it is bound direct for that port.

ARTICLE 7.

No vessel bound from the possessions of the Government of Baroda in Kathiawar to any port situated in British India, or a Native Indian State or any foreign European settlement in India, will be permitted to carry salt as sole cargo or as part of its cargo.

ARTICLE 8.

The Government of Baroda will bind the owner or captain of any vessel containing salt for exportation from its possessions in Kathiawar to any foreign port outside of India, not to touch on the voyage at any port in British India or a

Native Indian State or a foreign European settlement in India, unless driven to it by stress of weather, in which case he shall be bound to give the earliest intimation of arrival to any British or Native officer residing at the port, and not to land any part of the salt contained in the vessel at such port.

ARTICLE 9.

Fishing-boats belonging to the possessions of the Baroda Government in Kathiawar may ship, when leaving a place in the said possessions, a quantity of salt not exceeding twenty-five Indian maunds to be used for *bona fide* fish-curing purposes.

ARTICLE 10.

No modification of these arrangements shall be made without the previous consent of the British Government and the Baroda State.

Signed at Baroda on the fourteenth day of March one thousand eight hundred and eighty-seven.

J. C. BERKELEY, *Colonel,*
Agent to the Governor-General.

LUXUMON JAGONATH,
Dewan, Baroda State.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

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

SIMLA;
The 28th April 1887.

NOTE.—In 1922 Article 3 was modified in so far as the Government of India agreed to the export of Baroda salt from Okhamandal and Kodinar to Calcutta subject to the following conditions :—

(1) Salt to be exported by sea alone and not by rail.
(2) All salt to be bagged.
(3) Duty to be levied at the port of embarkation.
(4) The shippers to have accommodation only at the Sulkea salt golas on the same terms as Bombay and Madras duty-paid salt, that is, if it can be provided without interference with the bonding of dutiable salt.
(5) Salt to be transported in bulk if steamers are employed provided salt is carried in bags from the works to the steamers and re-weighed there before emptying into the hold.
(6) Account of salt to be kept to enable the Bombay Salt Department to know what quantities are being exported.
(7) A permit (in addition to ordinary ships' papers required for customs purposes) to accompany each consignment.
(8) Rebate up to 5 per cent. of duty levied on salt to be granted by the Government of India in respect of salt proved to be destroyed in transit.

No. XXXVI.

No. 4101, dated Baroda, the 27th December 1889.

From—The Dewan of Baroda,

To—General Sir H. N. D. Prendergast, K.C.B., V.C., R.E., Agent to the Governor-General at Baroda.

I have the honour to acknowledge the receipt of your letter No. 7399, dated 18th July 1889, on the subject of the Mehsana-Viramgam and Mehsana-Pattan Railway lines, and to convey to you the sanction of His Highness's Government to the estimate therewith received, amounting to Rs. 13,35,730 for the construction of the Mehsana-Viramgam line.

* * * *

3. The question of jurisdiction has reference to—

(*a*) The bit of about 8 miles of the Baroda territory through which the Mehsana-Viramgam line would pass.

* * * *

4. As to clause (*a*) His Highness's Government hereby delegates to the British Government the necessary jurisdictional powers for the efficient working of the said line within the 8 miles of the Baroda territory through which the Mehsana-Viramgam Railway would pass, and for the disposal of the cases arising thereon. This delegation will remain in force so long as the railway lasts. It need hardly be added that the authorities exercising such jurisdiction will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

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No. XXXVII.

Arrangement made by the British Government between His Highness the Gaekwar of Baroda and the Raolji of Mansa,—1892.

Whereas the minor Raolji of Mansa possesses certain rights in and over Wartas, Giras, and other lands of various descriptions in Baroda territory, which rightsthe representatives of the said Raolji are desirous to exchange for an adequate compensation payable by the Baroda Darbar,

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by the said Raolji of Mansa.

The Governor-General in Council has, with the consent of His Highness the Gaekwar of Baroda and the Raolji of Mansa, made the following arrangement :—

1. The Baroda State will pay to the Raolji of Mansa, his heirs and successors Raoljis of Mansa year by year not less than fifteen days before the date on which the first instalment of the annual tribute payable by Mansa to Baroda falls due, the sum of eight thousand five hundred rupees (Rs. 8,500) British currency through the Mahi Kantha Political Agency, and on failure of payment on the day fixed interest shall accrue at the same rate as in the case of tribute due from the Mansa State to Baroda. The payment of Rs. 8,500 per annum with any interest that may so accrue shall be under the guarantee of the British Government.

2. In consideration of the said annual payment all rights and interests of the said Raolji of Mansa, his heirs and successors Raoljis of Mansa in and over Wantas, Giras, and other lands of every description situated in any part of Baroda territory, cultivated, Padtar or Kharabo together with the trees, Ghabhans, Chowras, etc., are, subject to the fulfilment of the condition set forth in the article next following, hereby absolutely transferred to His Highness's Government without any reservation.

3. The Baroda Darbar will also pay to the Raolji of Mansa within a month from the date on which the Wantas and other lands are handed over a lump sum of fourteen thousand rupees (Rs. 14,000) British currency in commutation of all miscellaneous petty rights and outstandings of Wantas and other revenues.

4. All alienations in the said Wantas, Giras, and other lands such as Dharmada, Pasaita, Vechan, Gharania, Chakariat, Hadia, etc., in the possession and enjoyment of the alienees, their heirs, successors or assignees; all the rights and interests of the said Raolji of Mansa, his heirs and successors Raoljis of Mansa in the said alienations, whether by redemption, reversion or in any other manner whatsoever, are hereby made absolutely the property of His Highness the Maharaja Gaekwar of Baroda.

5. The lands belonging to the Raolji of Mansa and placed by Captain Hunter within Baroda territory by the Boundary Settlement of 1873 and the lands of the Bhayat of the said Raolji of Mansa are in no way affected by this arrangement.

6. The right of the Raolji of Mansa to receive the Tora Giras payable to him by Baroda is not affected by this arrangement.

By order of the Governor-General in Council,

H. M. DURAND,

Secretary to the Government of India.

SIMLA;

The 11th June 1892.

No. XXXVIII.

ARRANGEMENT made by the BRITISH GOVERNMENT between HIS HIGHNESS THE GAEKWAR of BARODA and HIS HIGHNESS THE DEWAN of PALANPUR,—1892.

Whereas His Highness the Dewan of Palanpur possesses certain rights in and over the Wantas of Chansol and Nagawasna situated in Baroda territory, which rights His Highness the Dewan is desirous of exchanging for an adequate compensation payable by the Baroda Darbar.

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by His Highness the said Dewan of Palanpur.

The Governor-General in Council has, with the consent of His Highness the Gaekwar of Baroda, and His Highness the Dewan of Palanpur, made the following arrangement:—

1. The Baroda State will pay to His Highness the Dewan of Palanpur, his heirs and successors, year by year not less than fifteen days before the date on which the tribute payable by Palanpur to Baroda falls due, the sum of nine hundred rupees (Rs. 900) Siccai currency through the Palanpur Political Superintendency, and on failure of payment on the day fixed interest shall accrue at the rate of Rs. 6 per cent. per annum. The payment of Rs. 900 per annum with any interest that may so accrue shall be under the guarantee of the British Government.
2. In consideration of the said annual payment all rights and interests of any description whatever of His Highness the said Dewan of Palanpur situated in the said Wantas of Chansol and Nagawasna are hereby absolutely transferred to His Highness the Gaekwar's Government without any reservation.
3. The Baroda Darbar will also pay to His Highness the Dewan of Palanpur a lump sum of eight hundred rupees (Rs. 800) in commutation of any outstandings which may be due to the Palanpur Darbar by the cultivators of the said Wantas of Chansol and Nagawasna.

By order of the Governor-General in Council,

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

SIMLA;
The 21st October 1892.

No. XXXIX.

No. 4527, dated Huzur Cutchery, Baroda, the 11th February 1895.
From—MANIBHAI J., Dewan,
To—The Agent to the Governor-General at Baroda.

I have the honour to acknowledge the receipt of your letter No. 1686, dated 8th instant, regarding the construction of the Ahmedabad-Prantij Railway.

2. In reply I beg to inform you that His Highness's Government will have no objection to cede with civil and criminal jurisdiction the land situated in the Kadi Division through which the line will pass, on the same conditions on which land has been ceded for the Rajputana-Malwa Railway.

No. XL.

No. 1870, dated Baroda, the 19th October 1896.

From—SHRINIVAS RAGHAV AIYENGAR, Dewan,
To—The Agent to the Governor-General at Baroda.

In continuation of my letter No. 1590, dated the 7th instant, I have the honour to request you will be so good as to intimate to the Railway authorities concerned that the conditions, under which land has been made over in Baroda territory in connection with the Rajputana-Malwa and the Ahmedabad-Prantij Railways, will be applicable to the land to be provided by His Highness's Government for the construction of the Tapti Valley Railway.

No. XLI.

AGREEMENT between the BARODA STATE and the BOMBAY, BARODA & CENTRAL INDIA RAILWAY COMPANY, for the working of the ANAND-PETLAD RAILWAY,—1897.

Heads of Agreement between the Government of His Highness the Maharaja Gaekuar, hereinafter called His Highness' Government, and the Bombay, Baroda & Central India Railway Company, hereinafter styled the Company, for the working of His Highness the Gaekwar's Petlad Railway, hereinafter called the Petlad Railway.

Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Petlad Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement, with effect from the 5th May 1890.

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

3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Agent to the Governor-General at Baroda, and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Petlad Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of Government when necessary.

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

5.(*a*) The Petlad Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, His Highness' Government.

(*b*) All additions and alterations of works within the Company's premises, as may be necessary at the Anand Junction, in consequence of the connexion of the Petlad Railway with the Bombay, Baroda & Central India Railway, shall be carried out by the Company as follows :—

I—New works for the sole use of the Petlad Railway. Alterations of the Company's existing lines, and Turn-table.	At the cost of His Highness' Government.
II—Additional sidings for the B., B. & C. I. Railway at Anand, as also the alterations and additions to the *existing* station buildings and quarters.	At the cost of the Company.
III—Other works for joint use at the Junction station .	Capital cost to be provided equally by His Highness' Government and the Company.

it being understood that His Highness' Government acquires no right of property within the Company's premises, except that, in case of the termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of Permanent-way, &c., supplied by it, and shall receive, for structures put up at its cost, so much as they may be worth at the time to the Company.

(*c*) The Company shall give, without any charge, the free use of all the existing station buildings and offices, staff quarters, station machinery and furniture at Anand Junction stations.

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

7. As regards all charges on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the line in other Departments, the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the B., B. & C. I. Railway, and these charges shall be held to include supervision and the use of rolling stock.

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

9. The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows :—

(*a*) All works costing over Rs. 1,000 shall be charged to the Capital account of the Petlad Railway and shall be debited direct to His Highness' Government.

(*b*) In the case of works costing Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the B., B. & C. I. Railway; beyond this limit expenditure on works costing Rs. 1,000 or less shall be charged to the Capital account of the Petlad Railway and shall be debited direct to His Highness' Government.

10.(*a*) For three years—the period of this Agreement—His Highness' Government shall provide and maintain, for the purposes of that portion of the Petlad Railway which lies in His Highness' territory, such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

(*b*) For that portion of the Petlad Railway, which is in the British Territory the Company shall provide and maintain the necessary Government Railway Police Force.

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

12. The Company shall furnish His Highness' Government, through the Agent to the Governor-General at Baroda and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Petlad Railway, and at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

13.(*a*) Advances shall be made by the Government Treasury to meet the cost of working the Petlad Railway, and debited to the Revenue Advance Account of the line.

(*b*) The Agent of the Company shall show separately, in his monthly requisitions for cash, how much he will require for the Petlad Railway.

14. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be.

15.(*a*) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company, in communication with, and subject to the approval of, His Highness' Government.

(*b*) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of Goods on the Petlad Railway shall, as far as may be, conform to those generally in force on the B., B. & C. I. Railway.

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

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

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

17. The same terminal shall be charged on different descriptions of traffic on the Petlad Railway, as on the B., B. & C. I. Railway.

18. All money transactions under this agreement, as between the Bombay Government, His Highness' Government and the Company, shall be in British Government Rupees, and the Company are to accept the British currency only in payment of fares and rates.

19. The arrangements herein laid down shall be in force for three years from the 5th May 1890; but may, either on the expiry of the three years or at any time thereafter, be terminated on one year's notice from either party to the Agreement.

20. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

21. The Indian Railways Act, and the Standing Regulations of the Company as applicable to the B., B. & C. I. Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Petlad Railway. The above Act and Standing Regulations shall, within Railway limits on the Petlad Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences occurring on that portion of the Petlad Railway, which lies in His Highness' territory, shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company employed on that portion of the Petlad Railway, who are British subjects, shall have the right of making representation to the Agent to the Governor-General at Baroda, whose advice will be duly attended to.

22. The Telegraph line along the Petlad Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges or rent and maintenance as may be from time to time in force in the case of State

Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council, for the adoption and working of licensed Railway Telegraph lines in British India.

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

S. SRINIVASA RAGHAVA AIYANGAR,
Minister of the Baroda State.

H. D. OLIVIER,
Agent, B., B. & C. I. Railway.

H. O. SELBY,
Constg. Engr. for Rys. to Govt. of Bombay.

No. XLII.

AGREEMENT entered into by the BARODA STATE regarding the CESSION of JURISDICTION on that portion of the ANAND-PETLAD-CAMBAY RAILWAY which lies within the BARODA STATE,—1900.

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

HUZUR CUTCHERRY,
BARODA,
13th October 1900.

SHRINIVAS RAGHAV IYENGAR,
Dewan, Baroda State.

No. XLIII.

AGREEMENT entered into by the BARODA STATE regarding the CESSION of JURISDICTION on that portion of the BARODA-GODHRA RAILWAY which lies within the BARODA STATE,—1903.

On behalf of the Baroda State I hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Baroda-Godhra Railway (includ-

ing all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

HUZUR CUTCHERRY,
BARODA,
23rd January 1903.

R. V. DHAMNASKAR
Dewan, Baroda State.

No. XLIV.

DEED executed by the BARODA STATE ceding to the BRITISH GOVERNMENT FULL CRIMINAL JURISDICTION on that portion of the KHIJADIA-AMRELI-CHALALA RAILWAY which lies within the BARODA STATE,—1912.

I hereby cede on behalf of the Baroda State to the Government of India all the criminal jurisdiction possessed by the Baroda State in the lands of the Amreli Division which have been occupied by the Khijadia-Amreli-Chalala Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India for so long as the aforesaid lands may be occupied by that Railway, and being restored to the Baroda State when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Baroda State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

B. L. GUPTA,
Officiating Dewan, Baroda State.

HUZUR CUTCHERRY,
BARODA,
The 19th December 1912.

A similar deed was executed by the State on the 21st December 1912 in regard to the Dhasa-Kundla Railway.

No. XLV.

DEED executed by the BARODA STATE ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION on that portion of the BILLIMORA-SARA-KALAMBA RAILWAY, which lies within the BARODA STATE,—1913.

On behalf of the Baroda State, I hereby cede to the British Government full and exclusive power and jurisdiction of every kind, over the lands in the said

State which are, or may hereafter be, occupied by the Billimora-Sara-Kalamba Railway (including all lands occupied for stations, for out-buildings and for other Railway purposes), and over all persons and things whatsoever within the said lands.

B. L. GUPTA,

Offg. Dewan, Baroda State.

HUZUR CUTCHERRY,

BARODA,

The 19th March 1913.

No. XLVI.

DEED executed by the BARODA STATE ceding to the BRITISH GOVERNMENT partial CIVIL JURISDICTION on that portion of the KHIJADIA-AMRELI-CHALALA RAILWAY which lies within the BARODA STATE,—1913.

I hereby agree on behalf of the Baroda State, that all suits of a civil nature brought against the Khijadia-Amreli-Chalala Railway respecting the loss of, or damage to, goods or injury to person within the land in Baroda territory occupied by the said Railway shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that in such suits the Railway Manager shall represent the Railway and not the Baroda State and that any decrees that may be passed shall be executed against the Railway property and not against the State.

Provided also that all other civil jurisdictions within the limits of that portion of the Railway, which passes through Baroda territory, shall be exercised by the State.

Provided further that nothing in the foregoing shall prevent the Baroda State bringing to notice through the Residency with a view to amicable settlement, the matter of any claim on the aforesaid Railway.

I hereby also agree to the applications of the Indian Railways Act, 1890, and the Rules thereunder to the said Railway.

B. L. GUPTA,

Dewan of the Baroda State.

HUZUR CUTCHERRY,

BARODA,

The 19th May 1913.

A similar deed was executed by the Baroda State on the 17th June 1913 in regard to the Dhasa-Kundla Railway.

No. XLVII.

DEED executed by the BARODA STATE ceding to the BRITISH GOVERNMENT full POWER and JURISDICTION on that portion of the MEHSANA VIRAMGAM RAILWAY which lies within the BARODA STATE,—1913.

On behalf of the Baroda State I hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Mehsana Viramgam Railway (including all lands occupied for stations, for out-buildings and for other Railway purposes), and over all persons and things whatsoever within the said lands.

2. This agreement is supplementary to the agreement by which jurisdiction was first ceded in 1889.

B. L. GUPTA,
Dewan, Baroda State.

HUZUR CUTCHERRY,
BARODA,
The 2nd July 1913.

No. XLVIII.

AGREEMENT between the BARODA STATE and the BOMBAY, BARODA & CENTRAL INDIA RAILWAY COMPANY for the working of the GAEKWAR'S MEHSANA RAILWAYS,—1921.

Agreement between the Government of His Highness the Maharaja Gaekwar of Baroda, hereinafter called His Highness' Government, and the Bombay, Baroda and Central India Railway Company, hereinafter styled the Company, for the working of His Highness' Mehsana Railways comprising the following Sections, viz.:—

1. *From Mehsana to Taranga Hill,*
2. *From Mehsana to Viramgam,*
3. *From Mehsana to Kakosi Metrana Road,*
4. *From Manund Road to Katosan Road,*
5. *From Vijapur to Katosan Road,*
6. *From Chanasma to Harij,*

and of such extensions on the 3'-3⅜" gauge, as it may be agreed upon between His Highness' Government and the Company to include in this Agreement, hereinafter called the Gaekwar's Mehsana Railways.

1. (*a*) This Agreement shall be held to have come into force on and from the 1st October 1919 the date from which the accounts of the Gaekwar's Mehsana and Vijapur Kalol Kadi Railways have been amalgamated and from that date shall

supersede all previous agreements, come to between His Highness' Government and the Company for working the Mehsana and the Vijapur Kalol Kadi Railways.

(*b*) This Agreement shall continue in force until terminated after a period of *not less than 12 months'* notice given by either party to the Agreement, such *period to expire only on the 31st March in any year.*

(c) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Mehsana Railways and such extensions *as it may be agreed upon between His Highness' Government and the Company to include in this agreement.*

2. All communications except those of a routine nature between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda.

3. The Company shall be subject in all respects, with reference to the Mehsana Railways, to the same control by the Railway Board as they are with regard to all other Railways worked by them.

4. (*a*) The Mehsana Railways, including lines, stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, station sheets, engine and repairing sheds with their requisite machinery, provision for water supply and all other necessary appliances for working the Railways, shall be provided by, or at the cost of, His Highness' Government and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, His Highness' Government; funds for the cost of all works payable by His Highness' Government being deposited *in advance* on the application of the Company.

(*b*) All additions and alterations of works *within* the Company's premises, as may be necessary at Mehsana, Viramgam and Kalol Junctions, in consequence of the connexion of the Mehsana Railways with the Bombay, Baroda and Central India Railway, shall be carried out by the Company as follows :—

New works for the sole use of the Mehsana Railways, including the Metre-gauge lines, alterations of the Company's existing lines, Engine shed and Turn-table.	At the cost of His Highness' Government.
Additional sidings for the B., B. & C. I. Railway at Viramgam, Mehsana or Kalol, as also the alterations and additions to the *existing* station buildings, and quarters.	At the cost of the Company.
Other works for *joint* use at the Junction Stations, *viz.*, Goods Transhipment platform at Viramgam, and overbridges at Viramgam, Mehsana, Kalol, etc., etc.	Capital cost to be provided *equally* by His Highness' Government and the Company.

It being understood that His Highness' Government acquires no right of property *within* the Company's premises, except that in case of the termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of permanent-way, etc., supplied by it and shall receive for structures put up at its cost, so much as they may be worth at the time to the Company.

(*c*) The Company shall give, without any charge, the *free* use of all the *existing* station buildings and offices, staff quarters, station machinery and furniture at Viramgam, Kalol and Mehsana Junction stations.

5. The Company shall save as aforesaid have the entire control of the train and traffic arrangements of the Mehsana Railways during the continuance of this Agreement.

6. Engines, carriages, wagons, wagon sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles, shall be provided by the Company.

7. (*a*) As regards all charges (except such charges as are separately provided for in para. (*b*) of this clause) on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works *ordinarily* constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the Mehsana Railways in other Departments, the Company shall charge to His Highness' Government, the **same percentage** of the **gross** earnings as may be annually calculated to cover the expenses in such Departments for the year in question on the Broad and Metre-gauge lines of the B., B. & C. I. Railway System and these charges shall be held to includ supervision and use of rolling stock.

(*b*) His Highness' Government shall be liable to provide funds for making good all damage to the Railway and works, which shall be due to *extraordinary* casualty affecting the same, of such a nature that in accordance with the customary practice on Indian Railways, the cost of making good such damages would be made a charge against *Capital*.

(*c*) Notwithstanding anything in clause 7(*a*) contained, the charges on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers, and all other works *ordinarily* constructed or repaired by the Engineering Department shall not be deemed to include charges incurred in repairs or renewals which may be or become necessary owing to defective design or defective construction of the Mehsana Railways or any portion of the same or to defective material used in the works constructed on the Mehsana Railways or any portion of same. Provided however that this clause shall not apply to any defect undiscovered within a period of 7 years from the date of the opening of the line to public traffic but nothing herein contained shall be construed as affecting any indemnity to which the Company may be entitled in virtue of clause 17 of this Agreement.

8. From the amounts received under clause 7(*a*), the Company shall defray all the working charges and pay the salaries of the Staff (including Junction Staff) and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the Mehsana Railways.

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

(*a*) All works costing *over Rs. 2,000* shall be charged to the *Capital* account of the Mehsana Railways and shall be debited direct to His Highness' Government

(*b*) In the case of works costing *Rs. 2,000 or less*, a charge to *Revenue* will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same year on the B., B. & C. I. Railway Metre-gauge, beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Mehsana Railways, and shall be debited direct to His Highness' Government.

10. (*a*) During the continuance of this Agreement, His Highness' Government shall provide and maintain for the purposes of the Mehsana Railways, except for the Mehsana-Viramgam Section, *vide* clause (*b*) below, such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

(*b*) For the Mehsana-Viramgam Section, which forms a section of a through Railway, the Company shall provide and maintain the necessary Government Railway Police Force.

11. The Company shall be responsible for the collection of all the revenue appertaining to the Mehsana Railways, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the Treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government through the Resident at Baroda with a weekly return of the approximate earnings of the Mehsana Railways, and at the close of each year ending on the 31st March, with a full account both of receipts and expenditure, under detailed heads to be settled between the Railway Board and the Company.

13. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working the Mehsana Railways, and such advances shall be debited to the Revenue advance account of the Railway as in the case of other Railways worked by the Company. The Capital and Revenue Accounts of the Railways shall be prepared for the year ending on the 31st March but the net earnings of the Railways shall be paid to His Highness' Government each *Half* year, the payment for the first half year being subject to adjustment at the end of the year. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of the year, as soon as possible after the Revenue Account is rendered, and the balance (after deducting the payment for the first half year) in favour of, or against His Highness' Government shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

14. (*a*) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with, and subject to the approval of His Highness' Government.

(*b*) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Mehsana Railways shall, as far as may be, conform to those generally in force on the B., B. & C. I. Railway (Metre-gauge).

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

(*d*) The same terminals shall be charged on different descriptions of traffic on the Mehsana Railways as on the B., B. & C. I. Railway (Metre-gauge).

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

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

16. All money transactions under this Agreement as between the Bombay Government, His Highness' Government and the Company shall be in British Government rupees, and the Company are to accept the British Currency only in payment of fares and rates.

17. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, cost, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges, culverts, waterways or other works constructed on the Mehsana Railways, or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Mehsana Railways, or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

18. The Indian Railways Act of 1890 and the Standing Regulations of the Company as applicable to the B., B. & C. I. Railway (Metre-gauge) as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Mehsana Railways. The above Act and Standing Regulations shall, within Railway limits on the Mehsana Railways, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences occurring on the Mehsana Railways except on the Mehsana-Viramgam Section shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company employed thereon who are British subjects, shall have the right of making representation to the Resident at Baroda, whose advice will be duly attended to.

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

20. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Railway Board, His Highness' Government and the Company.

21. The foregoing clauses are subject to confirmation by the Board of Directors of the Company and the Railway Board.

H. F. E. FREELAND,
Agent, B., B. & C. I. Railway.

MANUBHAI N.,
Minister, the Baroda State.

The 4th October 1921.

No. XLIX.

DEED executed by the BARODA STATE ceding to the BRITISH GOVERNMENT full CRIMINAL JURISDICTION on that portion of the OKHAMANDAL RAILWAY which lies within the BARODA STATE,—1922.

I hereby cede on behalf of the Baroda State to the Government of India, all the criminal jurisdiction possessed by the Baroda State in the lands in the Okhamandal Division, which have been occupied by the Railway from Kuranga to Adatra known as the Okhamandal Railway, the aforesaid criminal jurisdiction being exercised by the Government of India so long as the aforesaid lands may be occupied by that Railway and being restored to the Baroda State when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Baroda State, all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property and in view generally to the maintenance and promotion of peace and order.

I hereby further agree that on behalf of the Baroda State, that all suits of a civil nature brought against the said Kuranga Adatra Railway respecting the loss of, or damage to, goods or injury to person within the land in Baroda territory occupied by the said Railway shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that in such suits the Railway Manager shall represent the Railway and not the Baroda State; and that any decrees that may be passed shall be executed against the Railway property and not against the State.

Provided also that all other civil jurisdictions within the limits of that portion of the Railway, which passes through Baroda territory shall be exercised by the State.

Provided further that nothing in the foregoing shall prevent the Baroda State bringing to notice through the Residency with a view to amicable settlement, the matter of any claim on the aforesaid Railway.

I hereby further agree to the application of the Indian Railways Act, 1890, and the Rules thereunder as also the Indian Railway Board Act, 1905, to the said Railway.

MANUBHAI,
Dewan, Baroda State.

HUZUR CUTCHERRY,
BARODA,
The 28th August 1922.

No. L.

DEED of CESSION,—1923.

Whereas certain lands situate in the villages specified in the Schedule to the Gaikwar of Baroda Ceded Lands Laws Act, 1862 (Bombay Act I of 1862), and formerly included within the territories of His Highness the Maharaja Gaikwar of Baroda were ceded by His Highness the Maharaja Gaikwar of Baroda to the Governor-General in Council on behalf of Her Majesty the Queen Empress of India, her heirs and successors according to law, in full sovereignty for the construction of the Bombay, Baroda and Central India Railway and now are part of British India;

And whereas the Governor-General in Council has, subject to the conditions hereinafter set forth, determined upon the retrocession of the said lands to His Highness the Maharaja Gaikwar of Baroda, his heirs and successors according to law, with such effect that the said lands shall cease to be part of British India and shall become a part of the territories of His Highness the Maharaja Gaikwar of Baroda.

Now it is hereby witnessed that—

1. The Governor-General in Council doth hereby retrocede the said lands to His Highness the Maharaja Gaikwar of Baroda and the said lands are hereby excluded from British India and are included in the territories of His Highness the Maharaja Gaikwar of Baroda:

Provided always that for so long as the said lands or any of them are required for any purpose of the said Railway, of which fact the Governor-General in Council shall be the sole judge, full and exclusive power and jurisdiction of every kind over the said lands shall continue to vest in the Governor-General in Council, anything hereinbefore mentioned notwithstanding, and shall be exercised by the Governor-General in Council in accordance with the powers vested in him under the Indian (Foreign Jurisdiction) Order in Council, 1902, and all other powers enabling him in this behalf.

2 His Highness the Maharaja Gaikwar of Baroda doth hereby for himself, his heirs and successors according to law, promise and agree that he and they will accept the retrocession of the said lands and their inclusion in the territories of the State of Baroda subject to the conditions hereinbefore set forth.

G. D. OGILVIE,
Offg. Political Secretary to the Government of India.

DELHI,
The 6th December 1923.

MANUBHAI NAND SHANKER,
Dewan, Baroda State.

BARODA,
The 18th December 1923.

No. LI.

DEED executed by the BARODA DARBAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the KALAMBA-JHERRIA EXTENSION of the BILLIMORA-KALAMBA RAILWAY,—1927.

On behalf of the Baroda Government, I hereby cede to the British Government, full and exclusive power and jurisdiction of every kind over the lands in the Baroda State which are, or may hereafter be, occupied by the Kalamba-Jherria extension of the Billimora-Kalamba Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

V T. KRISHNAMACHARI,
Dewan, Baroda State.

HUZUR CUTCHERRY, BARODA;
The 4th July 1927.

APPENDICES.

APPENDIX No. I.

SUBSTANCE of a DRAFT of an AGREEMENT proposed to the PEISHWA'S Government by MR. ELPHINSTONE on the 15th March 1815.

It was formerly customary for the tribute of Kattywar and Mahee Kanta to be collected by the Peishwa and the Guikwar by sending forces into the province. This method was found inconvenient, because the expense of the armament was a deduction from the tribute, and also because the Kattees, being kept in a state of constant hostility by this system, continually retaliated by incursions into the parts of Guzerat belonging to the Mahratta State. To remove these evils, the Guikwar (being at that time Sirsoobehdar of Ahmedabad) resolved, on his own part and that of the Peishwa, to effect a permanent settlement by which the presence of troops should be no longer necessary. The British Government also resolved to concur in effecting this settlement, as well with a view to support its allies, the Peishwa and the Guikwar, as to secure its own dominions in Guzerat from the irregularities produced by the former state of things in Kattywar. Accordingly, in the year 1807, Sumwut 1863, a force of the Honourable Company's, with a body of horse of the Guikwar's, was sent into Kattywar, and engagements were concluded with the Chiefs of that country by the Guikwar's ministers, under the guarantee of the Honourable Company, the good effects of which have ever since been felt. Similar arrangements were afterwards made on the same principles in Mahee Kanta. His Highness the Peishwa having since resumed the farm of Ahmedabad from the Guikwar, it becomes necessary to draw up a memorandum of the course to be hereafter pursued.

ARTICLE 1.

The Honourable East India Company, having taken security for the payment of the tribute during the first ten years, engages, in case of failure by the Chiefs, to procure the payment of the tribute to His Highness the Peishwa from their securities until the end of the ten years, the Peishwa engaging to abstain from all interference with the Chiefs, and promising scrupulously to respect the engagements guaranteed by the Honourable Company.

ARTICLE 2.

The Chiefs shall send their vakeels to Ahmedabad to pay the Peishwa's share of the tribute, but no other claim of any description shall be advanced by the Sirsoobehdar, nor any authority exercised by him over the Chiefs or their ryots.

ARTICLE 3.

If it shall appear that there are any posts or forts belonging to His Highness the Peishwa in the Kattywar and Mahee Kanta, those shall be made over to His

Highness, but His Highness shall maintain no garrisons in them which are not absolutely necessary for their ordinary defence, and shall not permit the garrisons to interfere with the people of the surrounding country.

ARTICLE 4.

The Peishwa's tribute shall be paid at Ahmedabad, agreeably to the ten years settlement, and if the payment is interrupted, the British Government will procure its completion, and His Highness shall not, within the said ten years, interfere in the smallest particular with the Chiefs. If, after the expiration of that period, any Chief withhold his tribute, the British Government is no longer to be considered answerable for it, but it will concur with the Peishwa and the Guikwar in endeavouring to procure security for the tribute as before, so that it may be collected without expense. In the event of failure (in procuring security), the Guikwar and the Peishwa shall act in concert for the recovery of their tribute, and shall share the expense incurred in that operation; but as the British Govern ment and the Guikwar would suffer from any disorders in Kattywar no less than the Peishwa, His Highness is to levy the tribute as at present fixed, and to make no additional demand; he is to send no troops into the country as long as that tribute is faithfully discharged, and is to respect the ancient rights of the Boomeeas as stated in the separate engagements.

ARTICLE 5.

Any representations which the British Resident at Baroda may make with a view to the preservation of the tranquillity of Kattywar and to the maintenance of the engagements made to the Chiefs, are to be attended to by the Sirsoobehdar.

M. ELPHINSTONE,
Resident at Poona.

SUBSTANCE of a DRAFT of an AGREEMENT proposed by the PEISHWA'S Government on the 5th of April, to be substituted for that presented by MR. ELPHINSTONE.

An annual tribute is due from the Boomeea zemindars of Kattywar to the Sircar and the Guikwar, to collect which the armies of both used annually to go into Kattywar and Mahee Kanta, in consequence of which, when Bhugwunt Rao Guikwar was Sirsoobehdar of Ahmedabad, he detached the army of the Sircar along with that of the Guikwar into Kattywar and Mahee Kanta, at which time (in the Arabic year 1207) the Boomeeas represented to both, through the Honourable East India Company, that annual expeditions of the Sircar's force and that of the Guikwar into Kattywar and Mahee Kanta, for the purpose of collecting the tribute, was an occasion of permanent distress to the Boomeeas, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years, after the expiration of which period another

settlement should be made, without their being exposed to the distresses of a military incursion. On this representation the Sircar's Officer in charge of Ahmedabad and the Guikwar considered that the collection of the tribute from Kattywar and Mahee Kanta required an annual movement of the troops of both, whereby an expense was incurred for the pay of troops; and, moreover, that the countries of both in the province of Guzerat suffered from the depredations of the Boomeeas, by which the cultivation of the country was obstructed, and they considered that, by entering into agreements with the Boomeeas, the tribute would be paid without the employment of troops, and the Boomeeas would be prevented disturbing the territories of the Sircar and the Guikwar, and the lands assigned to the pay of the Honourable Company's battalions. In consideration of these circumstances, they granted written terms to the Boomeeas for ten years (taking the security of the Honourable English Company for the payment of the revenue during that period), and accepted of written engagements on the part of the Boomeeas.

At the expiration of the last Arabic year 1214, seven years of the period engaged for had expired, and during those seven years the tribute was regularly paid, according to the agreement, to the Soobehdar of Ahmedabad and the Guikwar, through the British Government, without the necessity of sending troops. In the present year the Sircar has removed Bhugwunt Rao Guikwar from the Soobeh of Ahmedabad, and has appointed Trimbuckjee Dainglia to the office; but as three years of the period fixed by the engagements contracted by the Sircar's Officer and the Guikwar are still unexpired, and as Mr. Elphinstone, the British Resident, represents that the engagements ought to be fulfilled by the Sircar, the following memorandum has been drawn up for the settlement of the remaining three years of the period to which the engagements extend.

ARTICLE 1.

Bhugwunt Rao Guikwar, the late farmer of the talooka of Ahmedabad, is to deliver to the Government the original papers containing the engagements of the Boomeeas, which he received through the British when he granted written terms to the Boomeeas, and he is to account for any money which he may have collected as Untust (secret bribes), Durbar Kherch (avowed gratifications), and the like, over and above the sums fixed by the engagements; the Boomeea zemindars are to come to Ahmedabad, and to remain in adherence (Roodjooa) to the officer of the Sircar, and during the three years that the engagements are to remain in force, they are to pay, under the security of the English, the money agreed for in the engagements entered into with the zemindars; and, moreover, they are to pay, under the security of the English, the Untust and Durbar Kherch (bribes and gratifications) which they may have been in the habit of paying over and above the money fixed by the engagements.

ARTICLE 2.

Agents on the part of the Boomeeas are to be permanently stationed with the Sircar's officer at Ahmedabad, and to pay the money engaged for, together

with the Untust and Durbar Kherch, etc., annually into the treasury at Ahmedabad, and to take receipts for the amount. Beyond that they are not to be molested. They are to conform to the pleasure of the Sircar.

ARTICLE 3.

Whatever forts the Sircar may possess in Kattywar and Mahee Kanta are to be given up to it with their stores, and garrisons are to remain in them on the Sircar's part for their defence; but the garrisons are not to oppress the ryots, and the Boomeeas are not to conduct themselves improperly towards the Killehdar.

ARTICLE 4.

It has been requested that the ancient practice of the Boomeeas, as stated in the separate engagements, may be adhered to; accordingly, the ancient practice shall be enquired into, and after that is ascertained, orders will be given accordingly.

ARTICLE 5.

Whenever disputes occur among the Boomeea zemindars of Kattywar and Mahee Kanta, in consideration of the security entered into by the British Government for the payment of the tribute, the British Resident at Baroda shall carry the Boomeeas to the Sircar's Officer at Ahmedabad and represent their differences, and shall act in such manner as may appear to them both most for the advantage of the Sircar.

ARTICLE 6.

The Guikwar claims money from the Sircar's districts on account of hay and corn (ghasdana); that money shall not be given to the Guikwar. The Boomeeas shall pay that money for hay and corn to the Sircar over and above their regular tribute.

ARTICLE 7.

After the expiration of the decennial arrangement no less tribute shall be taken than that fixed by the present engagements, but as much more as shall appear on enquiry to be obtainable.

M. ELPHINSTONE,

Resident at Poona.

APPENDIX No. II.

Rules for the Settlement of Claims of Subordinate Bhayads and Moolgirassias of Kattywar States,—1873.

A survey and settlement of lands and settlement of other rights belonging to Bhayads and Moolgirassias will be made by the Durbars by means of their own officers. To ensure uniformity and greater skill in decision, a General Superintendent of these surveys will be appointed and paid for by the Durbars. The survey and settlement will be proceeded with and completed with all possible despatch. Quarterly progress reports will be submitted to the Rajasthanik Sabha, by whom they will be forwarded to Government through the Political Agent.

2. As a record of the survey and settlement in each State, a Register shall be prepared in triplicate, subject to the arrangements hereinafter described. One copy will be preserved in the records of the State concerned, one copy will be recorded by the Rajasthanik Sabha, and one copy will be placed in the Agency records. The Durbars will furnish to the Bhayad or Moolgirassia concerned a certified copy of the entry regarding his holding.

3. Where there is no dispute about arrears or dues to the Durbar, or where the Bhayad or Moolgirassia agrees in writing to the settlement offered by the Durbar, an entry to that effect shall be made in the register. The Rajasthanik Sabha shall, by calling before them the parties concerned, or by other proper means, satisfy themselves that the settlement has been duly understood and freely agreed to, and shall then sign the entry in the register, and no further proceedings shall be allowed. A quarterly progress report of such entries having been signed will be made to the Political Agent for his information.

4. When at the time of survey and settlement the Bhayad or Moolgirassia declines to accept the terms offered he shall give the Durbar officer a memorandum of his claim, which the Durbar shall dispose of in the first instance, noting the fact of the objection. The Durbar officer will immediately send to the Rajasthanik Sabha copy of his decision.

5. If dissatisfied with the decision of the Durbar the Bhayad or Moolgirassia may, within a period of ninety (90) days (exclusive of the days occupied in furnishing him with a copy of the decision), present a petition to the Rajasthanik Sabha, showing distinctly what he claims; and the Sabha shall enquire into and dispose of the petition according to these rules. For special and sufficient reason the Sabha may extend the above period.

6. The Rajasthanik Sabha shall be composed of a President and two Members;—

I.—The President shall be appointed by Government from among such persons as the Durbars shall propose. Should none of the persons proposed meet with the approval of Government, the Durbars will be informed and requested to submit other names within a reasonable time. If they fail within a reasonable time to submit a list, which shall be approved, Government may appoint.

II.—The Durbars will submit twelve names of persons suitable to be members of the Rajasthanik Sabha, and out of these Government will select six members. The President of the Court will call two out of these selected six from time to time to sit with him at the trial of cases. Either party to a case may object to one of the members called, and the President will substitute another for him.

III.—All cases brought before the Rajasthanik Sabha shall be heard by the President and two members. But if upon any point whatever the President and the two members differ in opinion as to the decision which should be passed, the Political Agent, who, for the case in question, will be the chief President, shall decide which of the opinions shall be the decision of the Rajasthanik Sabha.

7. The persons entitled to have their claims of the kind described in paragraph 8 heard and disposed of by the Rajasthanik Sabha are—

I.—Bhayads. 1 II.—Moolgirassias.

By the term Moolgirassia is meant the original proprietor or the descendant of the original proprietor of a village or villages, or portion of a village or villages, who has made over a village or villages, or portion of a village or villages, or a portion of his ancient rights over a village or villages, or portion of a village or villages as Moolgirassia to the Chief, retaining to himself another portion or certain rights therein.

Within the term Moolgirassia shall also be included, for the purpose of the proposed arrangement, Girassias holding or claiming to hold rights which in the judgment of the Rajasthanik Sabha are similar to those of the Moolgirassias.

The claims of persons (not being Bhayads) holding or claiming to hold rights on account of *Chakaryat* (in consideration of service to be rendered), on account of *Inam* (in consideration of past service or under grant or gift), on account of *Dhurmada* (under a grant for religious purposes), and on other personal tenures which in the judgment of the Rajasthanik Sabha are similar to those set forth in this *proviso*, shall not be heard by the Rajasthanik Sabha, but shall be heard by and disposed of by the Durbar Courts.

The claims of mortgagees, sub-tenants, or assignees of Bhayads or Moolgirassias shall not be heard by the Rajasthanik Sabha, but shall be heard and disposed of by the Durbar Courts.

8. The Rajasthanik Sabha shall, subject to the limitations contained in paragraph 7, have jurisdiction in Girass cases brought before them by Bhayads and Moolgirassias when the dispute is between the Bhayad or Moolgirassia on the one part, and the Durbar on the other part. But when at the time of the survey and settlement a dispute arises in which the Durbar is not a party, as for example between a Moolgirassia or a Bhayad on one side, and another Moolgirassia, Bhayad, or other person, on the other side, the settlement will be effected by the officers of the Durbar; and if either party is dissatisfied, he shall be left to make his appeal in the ordinary Durbar Court, or in the third or fourth class States when the claim may be beyond the jurisdiction of the Durbar, it may be made in the Agency Court. Such cases shall not be heard in the Rajasthanik Sabha.

Provided always that the Rajasthanik Sabha shall have jurisdiction in any case in which the claimant establishes to the satisfaction of the Rajasthanik Sabha that the Durbar or a principal officer of the Durbar have a substantial interest in the case whether immediate or contingent.

9. The onus of proving that a complainant is a Bhayad or Moolgirassia shall rest on the claimant.

10. The Rajasthanik Sabha shall have power at its discretion to reject or require amendment of any petition when on the face of it it appears that the claim is not within the jurisdiction of the Sabha, or is contrary to these rules.

11. A fee of one-half of an anna per rupee shall be paid by the complainant on the estimated value of the property in dispute. The value shall be calculated at ten years' income.

The fee shall be refunded to the person paying it if the decision shall be given in his favour, and if part of the claim only be awarded, the refund shall be in that proportion.

Otherwise the fees received shall go to defray the expenses of the Sabha.

12. Complaints, where the alleged dispossession of land or other rights has occurred since 1850 A. D., shall be heard and disposed of whether now pending or not.

Complaints, where the alleged dispossession of lands or other rights occurred before 1850 A. D., shall not be heard, unless the case was returned to the Durbar under Colonel Keatinge's arrangements in 1863.

Provided, however, that where the Rajasthanik Sabha is of opinion that, for any other special and sufficient cause, complaints of dispossession of land, and other rights occurring before 1850 A. D., should be heard, it shall have discretion to do so. Provided that a previous complaint has been made and that the dispossession has occurred after 1830 A. D.

13. No case in which Government or the Political Agency has passed a decision, or in which a settlement has been made by the free consent of both parties, or by a Punchayet appointed by both parties, shall be reopened.

14. The Rajasthanik Sabha shall be guided by the Mulk Sherista and by local usage.

15. The Political Agent shall in conjunction with the President of the Rajasthanik Sabha, and two of the six selected members, named by the Durbars, frame subsidiary rules for the procedure of the Rajasthanik Sabha, subject to the approval of Government.

16. On the consent of both parties the Rajasthanik Sabha may refer matters for the decision of a Punchayet.

17. All previous records relating to any case before the Rajasthanik Sabha may be taken as evidence, the value or weight of such evidence being estimated by the Sabha.

18. When the Rajasthanik Sabha has passed a decision, an entry in accordance with such decision will be made in the register, and will be signed by the Rajasthanik Sabha.

19. Professional Vakeels will be admitted at the discretion of the Sabha, but costs will not be allowed.

20. The decision of the Rajasthanik Sabha shall have the same finality in cases heard under these rules as those passed by the Talookdaree Courts in ordinary cases. There shall be no appeal from the Rajasthanik Sabha to any Agency or other Court, but its proceedings shall be subject to the general control of the paramount power, exercised through the Political Agent in Kattywar, and the decisions of Rajasthanik Sabha shall be upheld by the same authority.

SUPPLEMENTARY RULES.

1. The Rajasthanik Court to have the powers of a Political District Court as regards the causes triable in it. The President will at his discretion impose Mohsuls to ensure attention to the orders and processes of the Court, and may otherwise assert its position by the means open to a District Civil Court. Mohsuls should be sent on Durbars where they are in fault, and through the Durbars where their subjects are concerned.

2. Mohsuls imposed by the President to be credited to the Sabha in the Treasury Accounts. The Political Agent to be moved to allow an account to be kept in his Treasury.

3. When in the opinion of the President it may be necessary, he may associate with himself either one or two chief Karbharies in the place of a member or members of the Court.

4. The Court will notify to the Political Agent its terms of sessions and vacations.

By order, &c.,

C. GONNE,

Secy. to the Govt. of Bombay

BOMBAY CASTLE;

The 26th August 1873.

APPENDIX No. III.

RULES for the SETTLEMENT of GARAS cases ARISING in TALUKAS below CLASS IV —1898.

Definitions.

1. For the purposes of these rules Garas cases are those arising out of disputes relating to land or other rights between Mulgarasias or Bhayats on the one side and Talukdars or Shareholders in co-shared estates on the other

"Garas Cases."

By the term Mulgarasia is meant the original proprietor or the descendant of the original proprietor of a village or villages or portion of a village or villages who has made over a village or villages or portion of a village or villages or a portion of his ancient rights over a village or villages or portion of a village or villages as Mulgarasia to the Chief, retaining to himself another portion or certain rights therein.

"Mulgarasia."

Within the term Mulgarasia shall also be included, for the purpose of the proposed arrangement, Garasias holding or claiming to hold rights which in the judgment of the Court are similar to those of Mulgarasias.

3. For the purposes of these rules a Bhayat is a cadet or the descendant of a younger branch of the Talukdar's family, where the estate follows the rule of primogeniture.

"Bhayat."

4. The word "Court" means the Judicial Assistant sitting with two assessors. The Judical Assistant shall try the cases referred to in Rules 9, 10 and 12 with the assistance of two experienced revenue officials to be selected by him from a list of State officials approved by the Political Agent, and who shall be unconnected with the parties to the dispute.

"Court."

5. In estates which follow the rule of primogeniture, disputes between the Bhayats or Mulgarasias on the one hand and Darbars on the other will be heard under these rules, while in those estates which do not follow the rule of primogeniture the claims of Mulgarasias only will be heard under these rules as against the Shareholder.

"Scope of the Rules."

6. These rules do not apply to disputes between Shareholders *inter se* in co-shared estates. Nor do they apply to disputes between a Bhayat or Mulgarasia on the one part and a Bhayat or Mulgarasia or other person on the other part, which shall be disposed of by the ordinary Courts, provided always that these rules shall apply to any case in which the claimant establishes to the satisfaction of the Court that the Talukdar or one of his principal officers has a substantial interest in the case, whether immediate or contingent.

7. The claims of persons (not being Bhayats) holding or claiming to hold rights on account of "Chakariat" (in consideration of service to be rendered),

on account of Inam (in consideration of past service or under grant or gift), on account of Dharmada (under a grant for religious purposes), and on other personal tenures, which in the judgment of the Court are similar to those set forth in this rule, shall not be heard under these rules, but shall be heard by and disposed of by the ordinary Courts nor shall these rules apply to mortagagees, sub-tenants or assignees of Bhayat or Mulgarasia whose claims shall be heard and disposed of by the ordinary Civil Courts, but not so as to affect any claims cognizable under these rules.

8. The onus of proving that a complainant is a Bhayat or Mulgarasia will rest on the claimant.

Procedure.

9. The above cases will be heard and disposed of in the following manner :—

The survey of the holdings of the Bhayats and Mulgarasias shall be made by the Superintendent of Kathiawar Surveys at the cost of the parties and under the same rules as obtain in the Rajasthanik Court Survey, and a map thereof sent to the Judical Assistant.

(*a*) Where there is no dispute about areas, the Judicial Assistant shall summon the parties and satisfy himself that they understand and agree to the map, a copy of which shall then be supplied to each of the parties and a third copy filed in the Agency records, together with a register of the lands, a remark being entered on the map in the hand and under the signature of the Judical Assistant that the parties had appeared and accepted it.

(*b*) Where there is a dispute regarding the land, the Survey Superintendent shall forward with the map of the disputed land the field-books and all the necessary information to the Judicial Assistant (furnishing each party on application with a copy thereof), who shall then call upon the Bhayat or Mulgarasia to file a statement of his claim. Should the matter in dispute be within the civil jurisdiction of the Talukdar, the case shall be forwarded to the Talukdar for disposal, subject to appeal to the Agency, otherwise the Judicial Assistant shall proceed to dispose of it on the Original Side.

10. In regard to claims other than land the Judicial Assistant shall call upon each side to submit a statement of their rights and compile therefrom a *hak patrak* which shall be forwarded to the Darbar with a view to the latter offering the Mulgarasia or Bhayat a settlement. Should the settlement not be accepted, the Court will proceed to hear the parties and pass an award on each item of the *hak patrak*.

11. The Judicial Assistant may reject or require any petition to be amended when on the face of it it appears that the claim is not within the Court's jurisdiction or is contrary to these rules.

12. If the Bhayat or Mulgarasia shall be dissatisfied with the settlement of the land case or other rights recorded in the *hak patrak* by the Talukdar he shall appeal to the Judicial Assistant within a period of 90 days from the date of the award or offer of settlement of the Talukdar, and the Judicial Assistant shall proceed to inquire into and settle the dispute as hereinafter provdied.

13. Should the President and the Assessors be unanimous in deciding the cases referred to in Rules 9, 10 and 12, the former shall record a decision with the reasons on which it is based and submit it to the Political Agent, whose countersignature thereon shall give it the force of an award.

14. Should the President and the Assessors differ in opinion, the former shall record his opinion and attach that of the Assessors and submit the case to the Political Agent for disposal, whose decision shall then be the award of the Court.

15. When the Court of the Political Agent has passed a decision, an entry in accordance with such decision shall be made in the register under the signature of the Judicial Assistant.

16. The Political Agent may, in any case sent for countersignature or for orders under the preceding rule, send for the parties and hear them and may consult the members of the Court and modify the award of the Court as he may think fit, recording his reasons therefor, or remand the case for further evidence or for any other purpose.

17. The award of the Court duly countersigned or modified by the Political Agent shall be final, subject to the general control of Government.

18. On the consent of both parties any case may be referred to a Panchayat for settlement. The award of the Panchayat shall be filed before the Judicial Assistant; any objections which may be raised by the parties within one month shall be heard and disposed of by the Court.

19. No case in which Government or the Political Agency has passed a final decision, or in which a settlement has been made by the free consent of both parties or by a Panchayat appointed by both parties, shall be reopened. Provided that if the previous order shall have left any point undetermined, the case may be inquired into under these rules to supply the defect.

20. The year 1850 shall be the limitation year in inquiries under these rules and the status and rights existing prior to that year shall not be disturbed.

21. In inquiries under these rules the *Mulak Sherista* or local usage and the decisions of the Rajasthanik Court in any similar cases shall be taken into consideration as well as the general principles of equity and of the Law of Evidence.

22. All previous records relating to any case tried under these rules shall be admitted as evidence for what it is worth.

23. Professional Vakils will be admitted to plead in inquiries under these rules at the discretion of the Judicial Assistant, but their fees will not be treated as costs in the case.

Fees.

24. The fees payable on the institution of a complaint under these rules shall be calculated according to the rules of the Agency, and shall be paid into the Consolidated Fund.

25. It will be open to the Court to adjudge costs in its decision on the termination of the case.

26. When a case is amicably settled before issues are framed, refund of half the fees may be made at the discretion of the Court.

APPENDIX No. IV.

NOTIFICATION.

Rajkot, 17th April 1926.

No. 22.—In exercise of the power delegated under the Indian (Foreign Jurisdiction) Order in Council, 1902, by the Governor-General in Council, in the Notification of the Government of India in the Foreign and Political Department No. 472-I., dated the 3rd October 1924, and of all other powers enabling him in this behalf, the Hon'ble the Agent to the Governor-General in the States of Western India is pleased in supersession of the Western India States Agency Notification No. 5, dated the 4th February 1926, to prescribe with effect from the date of this Notification the following revised rules for the disposal of appeals against the decisions of the States and Talukas named in Schedule A in disputes relating to Giras arising between them and their Bhayats and Mulgirassias.

I.

COURT.

All appeals against the decisions of the States and Talukas named in Schedule A in disputes relating to Giras and arising between them and their Bhayat and Mulgirassias shall lie to the Court of the Agent to the Governor-General.

2. The Agent to the Governor-General may, at his discretion, refer to the Judicial Commissioner for hearing or report either the whole of any such appeal or any point arising therein which he considers to require judicial investigation.

II.

APPEALS.

3. A further appeal from the appellate decision of the Agent to the Governor-General under Rule 1 shall lie to the Governor-General in Council.

III.

LIMITATION.

A.

Appeals to the Court of the Agent to the Governor-General.

4. The period for presenting appeals to the Court of the Agent to the Governor-General from the decisions of the Courts of the States and Talukas shall be limited to 90 days with the same qualifications as to the calculation of the period as apply to civil cases.

B.

Appeals to the Governor-General in Council.

5. The period for presenting appeals to the Governor-General in Council from the decisions of the Court of the Agent to the Governor-General shall be limited to six months with the same qualifications as to the calculation of the period as apply to civil cases. The period of six months may, however, at the discretion of the Agent to the Governor-General, be extended to twelve months, if the delay will facilitate a settlement of the case or other good cause is shown.

C.

Reviews.

6. All applications for review of the decision of the Agent to the Governor-General or the Governor-General in Council shall be governed by a like limitation and shall be limited to cases in which :—

(*i*) the judgment or decision is appealable, but no appeal has been made and,

(*ii*) there is no further appeal ;

and in every case sufficient cause shall be shown for entertaining the application.

IV.

MANNER OF SUBMITTING APPEALS AND REJOINDERS.

7. (*a*) Appeals against the decisions of the Court of States and Talukas shall be submitted in triplicate to the Court of the Agent to the Governor-General.

(*b*) Appeals to the Governor-General in Council shall be submitted, with four spare copies, to the Court of the Agent to the Governor-General.

8. All appeals should be accompanied by authenticated copies of the judgments and decisions of the Lower Courts and by certified translations of any documents which may be relied on in appeal.

9. The Agent to the Governor-General when submitting appeals to the Governor-General in Council shall not call upon the respondent to submit a rejoinder to the appeal until it has been asked for by the Governor-General in Council. If the Governor-General calls for a rejoinder, the Agent to the Governor-General shall cause one copy of the grounds of appeal to be served on the respondent, with a notice requiring him to submit any reply he may wish to make to him in duplicate and within 30 days from the service of such notice, provided that such

time may be extended to sixty days at the discretion of the Agent to the Governor-General.

By order of the Hon'ble the Agent to the Governor-General in the States of Western India,

C. P. HANCOCK, *Captain*,
Secretary to the Hon'ble the Agent to the Governor-General in the States of Western India.

SCHEDULE A.

Junagadh.
Nawanagar.
Bhavnagar.
Porbandar.
Dhrangadhra.
Morvi.
Gondal.
Jafrabad.
Wankaner.
Palitana.
Dhrol.
Limbdi.
Rajkot.
Wadhwan.
Lakhtar.
Sayla.
Chuda
Vala.
Jasdan.
Manawadar.
Thana-Devli.
Vadia.
Lathi.
Muli.
Bajana.
Virpur.
Malia.
Kotda-Sangani.
Darbar Shri Mulu Surag of Jetpur.
Darbar Shri *Vala Rawat Ram of Jetpur-Bilkha.
Patdi.
†Khirasara.

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* Substituted by Agency Notification No. 89, dated the 22nd November 1929.
† Added by Agency Notification No. 4, dated the 7th January 1931.

APPENDIX No. V.

NOTIFICATION.

Rajkot, 17th April 1926.

No. 21.—In exercise of the power delegated under the Indian (Foreign Jurisdiction) Order in Council, 1902, by the Governor-General in Council in the Notification of the Government of India in the Foreign and Political Department No. 472-I., dated the 3rd October 1924, and of all other powers enabling him in this behalf, the Hon'ble the Agent to the Governor-General in the States of Western India is pleased, in supersession of the Western India States Agency Notification No. 6, dated the 4th February 1926, to prescribe with effect from the date of this Notification the following revised rules for the disposal of Giras Cases arising in Talukas except the States and Talukas named in the Schedule.

Definitions.

1. For the purposes of these rules Giras Cases are those arising out of disputes relating to land or other rights between Mulgirassias or Bhayats on the one side and Talukdars or Shareholders in co-shared estates on the other.

2. By the term Mulgirassia is meant the original proprietor or the descendant of the original proprietor of a village or villages or portion of a village or villages who has made over a village or villages or portion of a village or villages or a portion of his ancient rights over a village or villages or portion of a village or villages as Mulgirassia to the Chief, retaining to himself another portion or certain rights therein.

Within the term Mulgirassia shall also be included, for the purpose of the proposed arrangement, Girassias holding or claiming to hold rights which in the judgment of the Court are similar to those of Mulgirassias.

3. For the purposes of these rules a Bhayat is a cadet or the descendant of a younger branch of the Talukdar's family, where the estate follows the rule of primogeniture.

4. The word "Court" means:—

(1) The Court of the Political Agent, Western Kathiawar States, sitting with two assessors in respect of cases arising in Talukas, except those named in the Schedule, in direct political relations with him.

(2) The Court of the Political Agent, Eastern Kathiawar States, sitting with two assessors in respect of cases arising in Talukas, except those named in the Schedule, in direct political relations with him.

5. The Political Agent shall try the cases referred to in Rules 11, 12 and 14 with the assistance of two experienced Revenue Officials to be selected by him from a list of State officials approved by him, and who shall be unconnected with the parties to the dispute.

6. The Political Agent is at liberty to refer for the opinion, with or without a hearing, of the District Judge, Kathiawar, either the whole case or any point in a case which in his opinion requires judicial investigation.

7. In estates which follow the rule of primogeniture, disputes between the Bhayats or Mulgirassias on the one hand and Darbars on the other will be heard under these rules, while in those estates which do not follow the rule of primogeniture the claims of Mulgirassias only will be heard under these rules as against the shareholder.

8. These rules do not apply to disputes between shareholders *inter se* in co-shared estates. Nor do they apply to disputes between a Bhayat or Mulgirassia on the one part and a Bhayat or Mulgirassia or other person on the other part, which shall be disposed of by the Civil Courts, provided always that these rules shall apply to any case in which the claimant establishes to the satisfaction of the Court that the Talukdar or one of his principal officers has a substantial interest in the case, whether immediate or contingent.

9. The claims of persons (not being Bhayats) holding or claiming to hold rights on account of "Chakariat" (in consideration of service to be rendered), on account of Inam (in consideration of past service or under grant or gift), on account of Dharmada (under a grant for religious purposes) and on other personal tenures, which in the judgment of the Court are similar to those set forth in this rule shall not be heard under these rules, but shall be heard by and disposed of by the Civil Courts, nor shall these rules apply to mortagees, sub-tenants or assignees of Bhayats or Mulgirassias, whose claims shall be heard and disposed of by the Civil Courts, but not so as to affect any claims cognizable under these rules.

10. The onus of proving that a plaintiff is a Bhayat or Mulgirassia shall rest on the claimant.

Procedure.

11. Giras Cases will be heard and disposed of in the following manner :—

A survey of the holdings of the Bhayats and Mulgirassias shall be made by the Executive Engineer, Western India States Agency, at the cost of the parties and under the Rajasthanik Court Survey Rules and a map thereof shall be sent to the Political Agent concerned.

(*a*) Where there is no dispute as to areas, the Political Agent shall summon the parties and satisfy himself that they understand and agree to the map, a copy of which shall then be supplied to each of them, and a third copy shall be filed in the Agency Records together with a register of the lands, a remark being entered in the map in the handwriting and under the signature of the Political Agent that the parties have appeared and accepted the map and register.

(*b*) Where there is a dispute regarding land, the Executive Engineer, Western India States Agency, shall forward with the map of the disputed land the field-books and all necessary information to the Political Agent concerned (furnishing each party on application with a copy thereof), who shall then call upon the Bhayat

or Mulgirassia to file a statement of his claim. Should the matter in dispute be within the civil jurisdiction of the Talukdar, the case shall be forwarded to the Talukdar for disposal, subject to appeal to the Agency, in other cases the Political Agent shall proceed to dispose of the suit on the original side.

12. In regard to claims other than land the Political Agent shall call upon each side to submit a statement of their rights and shall compile therefrom a *Hak Patrak*, which shall be forwarded to the Darbar with a view to the latter offering the Mulgirassia or Bhayat a settlement. Should the settlement not be accepted, the Court will proceed to hear the parties and to pass an award on each item of the *Hak Patrak*.

13. The Political Agent may reject any petition or require it to be amended when on the face of it it appears that the claim is not within the Court's jurisdiction or is contrary to these rules.

14. If a Bhayat or Mulgirassia is dissatisfied with the settlement of a land case or other rights recorded in the *Hak Patrak* by the Talukdar, he may appeal to the Political Agent within a period of 90 days from the date of the award of offer of settlement of the Talukdar, and the Political Agent shall then proceed to inquire into and settle the dispute as hereinafter provided.

15. Should the President and the Assessors be unanimous in deciding the cases referred to in Rules 11, 12 and 14, the former shall record a decision with the reasons on which it is based and it shall then have the force of an award.

16. Should the President and the Assessors differ in opinion the former shall record his decision and attach thereto the opinion of the Assessors; but the President's decision shall be the award of the Court.

17. When a decision has been passed under Rules 15 and 16, an entry in accordance with such decision shall be made in the register under the signature of the Political Agent.

18. An appeal against the award of the Court under Rules 15 and 16 shall lie to the Agent to the Governor-General whose decision shall be final.

*18-A. All appeals preferred under rule 18 shall be submitted to the Political Agent against whose awards they are made, with two spare copies of the memorandum of appeal and the authenticated copy of the award together with certified translations of all documents on which the suit was based or which are relied on in the appeal.

19. On the consent of both parties any case may be referred to a Panchayat for settlement. The award of the Panchayat shall be filed before the Political Agent concerned and any objections which may be raised to the award by the parties within one month shall be heard and disposed of by the Court.

20. No case in which Government or the Political Agency has passed a final decision, or in which a settlement has been made with the free consent of both parties, or by a Panchayat appointed by both parties, shall be re-opened. Provided that if the previous order or award has left any point undetermined, such point may be inquired into under these rules to supply the defect.

*Inserted by Agency Notification No. 37, dated the 25th July 1927.

21. The year 1850 shall be the limitation year for inquiries under these rules, and the status and rights existing prior to that year shall not be disturbed.

22. In inquiries under these rules the *Muluk Shiresta* or local usage and the decisions of the Rajasthanik Court in any similar cases shall be taken into consideration as well as the general principles of equity and of the Law of Evidence.

23. All previous records relating to any case tried under these rules may be admitted as evidence for what they are worth.

24. Barristers, Advocates and pleaders may be admitted to plead in inquiries held under these rules at the discretion of the Political Agent, but no fees will be treated as costs in the case.

Fees.

25. The Court fees payable on the institution of a complaint under these rules will be calculated according to the rules of the Agency, and paid into the Consolidated Fund.

26. It will be open to the Court to adjudge costs in its decision on the termination of the case.

27. When a case is amicably settled before issues are framed, a refund of half the fees may be made at the discretion of the Court.

By order of the Hon'ble the Agent to the Governor-General in the States of Western India,

C. P. HANCOCK, *Captain*,

Secretary to the Hon'ble the Agent to the Governor-General in the States of Western India.

THE SCHEDULE.

Junagadh.	Vala.
Nawanagar	Jasdan.
Bhavnagar	Manawadar
Porbandar.	Thana-Devli.
Dhrangadhra.	Vadia.
Morvi.	Lathi.
Gondal.	Muli.
Jafrabad.	Bajana.
Wankaner	Virpur.
Palitana.	Malia.
Dhrol.	Kotda-Sangani.
Limbdi.	Darbar Shri Mulu Surag of Jetpur.
Rajkot.	Darbar Shri *Vala Ravat Ram of Jetpur-Bilkha.
Wadhwan.	Patdi.
Lakhtar.	†Khirasara.
Sayla.	
Chuda.	

Substituted by Agency Notification No. 90, dated the 22nd November 1929.
† Added by Agency Notification No. 3, dated the 7th January 1931.

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and amount of tribute

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
1	Tharad and Morwada .	CIVIL.—Limited to suits of the value of Rs. 20,000. CRIMINAL.—Sentences restricted to 7 years' rigorous imprisonment and Rs. 10,000 fine.	..	162	1,18,290 0 0
2	Wao State . . .	CIVIL.—Limited to suits of the value of Rs. 10,000. CRIMINAL.—Sentences restricted to 3 years' rigorous imprisonment and Rs. 5,000 fine.*	..	58	61,000 0 0
3	Malik Shri Jorawarkhan's State, Varahi.	CIVIL.—Limited to suits of the value of Rs. 5,000. CRIMINAL.—Sentences restricted to 2 years' rigorous imprisonment and Rs. 2,000 fine.†	..	16	30,000 0 0
4	The Thara Taluka‡ .	CRIMINAL.—Powers of a 2nd class Magistrate. CIVIL.—Suits up to Rs. 500.	..	24	36,000 0 0
	Thara Jasubhai Jagir, Ghasdana.	....	..	..	..
	Thara ½ Kakar Ghasdana	....	..	..	..
	Thara ½ Kakar Jama .	....	..	..	..
	Thara Dhanera Jama .	....	..	..	..
	Thara Sardarsing Pati, Ghasdana.	....	..	..	..
	Thara Totana Jama .	....	..	..	..
	Thara Shia Jama . .	....	..	..	..
	Thara Sudrosan Jama .	....	..	..	..
	Thara Sankra Jama .	....	..	..	..
	Thara Kasra Jama .	....	..	..	..
5	Waghela Khanji's Estate, Deodar.	CRIMINAL.—Powers of a 2nd class Magistrate. CIVIL.—Suits up to Rs. 500.	..	16	13,000 0 0
6	Malek Muridkhan's Estate, Varahi.	Do. do. §	..	5	15,000 0 0
7	Waghela Himat Singh's Estate, Deodar.	CRIMINAL.—Powers of a 3rd class Magistrate. CIVIL.—Suits up to Rs. 250.	..	18	15,000 0 0
8	The Adesar Taluka (Santalpur).	Do. do	..	2	9,000 0 0
9	The Terwada Taluka ¶ .	Do. do.	..	12	24,000 0 0
10	Deodar, Varahi and Santalpur Thana Circles.	(Non-Jurisdictional area).	..	178	3,14,576 0 0

No VI.

Estates in the Banas Kantha Agency showing the gross revenue, etc., and the paid by them.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees. 7	British Tribute. 8	Gaekwar Tribute. 9	Junagadh Zortalbi. 10	Ahmedabad Sukhdl. 11	Total. 12	REMARKS. 13
..	..	..	..	..	..	
..	..	..	..	..	..	*Has Civil powers up to Rs. 2 ,000 and criminal powers up to 7 years rigorous imprisonment and Rs. 10,000 fine. as a personal distinction.
..	..	..	..	..	..	†Has Civil powers up to Rs. 10,000, and criminal powers up to 3 years rigorous imprisonment and Rs. 5,000 fine, as a personal distinction.
..	..	..	..	..	..	
..	..	1,058 5 2	..	..	1,058 5 2	
..	..	31 11 9	..	..	31 11 9	‡Powers exercised through a Joint Judicial Kamdar appointed by the Agency.
..	..	14 12 3	..	..	14 12 3	
..	..	76 3 0	..	..	76 3 0	
..	..	1,058 5 3	..	..	1,058 5 3	
..	..	220 15 3	..	..	220 15 3	
..	..	175 0 0	..	..	175 0 0	
..	..	130 0 0	..	..	130 0 0	
..	..	750 0 0	..	..	750 0 0	
..	..	100 0 0	..	..	100 0 0	
..	..	..	..	..	..	
..	..	..	..	..	..	
..	..	..	..	..	..	§Personal Permanent powers are those shown against No. 7.
..	..	..	..	..	..	¶Powers exercised through a Joint Judicial Kamdar approved by the Agency.
..	..	..	..	..	..	
..	..	..	..	..	..	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and amount of tribute

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
11	Kankraj Thana Circle .	(Non-jurisdictional area).	..	86	1,40,025 0 0
	(1) Kamboi Ghasdana .	....	..	..	..
	Kamboi Jama . .	....	..	..	..
	(2) Bukoli Ghasdana .	....	..	..	..
	Bukoli Jama . .	....	..	..	..
	(3) Sadarpur Ghasdana	....	..	..	..
	Sadarpur Jama .	....	..	..	..
	(4) Bhadramli Ghasdana.	....	..	..	..
	Bhadramli Jama .	....	..	..	..
	(5) Samna Ghasdana .	....	..	..	..
	Samna Jama . .	....	..	..	..
	(6) Arniwada Ghasdana .	....	..	..	..
	Arniwada Jama .	....	..	..	..
	(7) Indermana Ghasdana	....	..	..	..
	Indermana Jama .	....	..	..	..
	(8) Lunpur Ghasdana .	....	..	..	..
	Lunpur Jama . .	....	..	..	..
	(9) Bhalgam Ghasdana .	....	..	..	..
	Bhalgam Jama .	....	..	..	..
	(10) Khemana Ghasdana	....	..	..	
	Khemana Jama .	....	..	..	..
	(11) Vada Ghasdana .	....	..	..	..
	Vada Jama . .	....	..	..	..
	(12) Ranekpur Ghasdana	....	..	..	..
	(13) Un Ghasdana .	....	..	..	..
	(14) Zabadia Ghasdana .	....	..	..	..
	Zabadia Jama .	....	..	..	..
	(15) Raner Ghasdana .	....	..	..	..
	Raner Jama . .	....	..	..	..
	(16) Sihori Ghasdana .	....	..	..	..
	Sihori Jama . .	....	..	..	..
	(17) Anganwada Ghasdana.	....	..	..	..
	Anganwada Jama .	....	..	..	..
	(18) Umbri Ghasdana .	....	..	..	..
	Umbri Jama . .	....	..	..	..
	(19) Kakar Ghasdana .	....	..	..	..
	Kakar Jama . .	....	..	..	..

No. VI—*concld.*

Estates in the Banas Kantha Agency showing the gross revenue, etc., and the paid by them—concld.

Amount of perpetual settlement concluded by Colonel Walker reduced to Government Rupees. 7	British Tribute. 8	Gaekwar Tribute. 9	Junagadh Zortalbi. 10	Ahmedabad Sukhdi. 11	Total. 12	REMARKS. 13
..	..	..	..	..	..	
..	..	42 11 9	..	..	42 11 9	
..	..	124 12 2	..	..	124 12 2	
..	..	29 9 11	..	..	29 9 11	
..	..	28 9 2	..	..	28 9 2	
..	..	14 6 2	..	..	14 6 2	
..	..	20 15 3	..	..	20 15 3	
..	..	17 12 5	..	..	17 12 5	
..	..	20 0 0	..	..	20 0 0	
..	..	77 9 7	..	..	77 9 7	
..	..	200 15 3	..	..	200 15 3	
..	..	12 11 1	..	..	12 11 1	
..	..	9 8 5	..	..	9 8 5	
..	..	26 3 9	..	..	26 3 9	
..	..	9 8 5	.	..	9 8 5	
..	..	85 7 7	..	..	85 7 7	
..	..	96 3 1	..	..	96 3 1	
..	..	93 1 4	..	..	93 1 4	
..	..	..	..	..	..	
..	..	21 5 11	..	..	21 5 11	
..	..	23 12 11	..	..	23 12 11	
	..	46 8 8	..	..	46 8 8	
..	..	44 12 2	..	..	44 12 2	
..	..	128 3 4	..	..	128 3 4	
..	..	614 6 5	..	..	614 6 5	
.	..	21 9 3	..	..	21 9 3	
..	..	96 3 1	..	..	96 3 1	
..	..	137 15 1	..	..	137 15 1	
..	..	191 6 10	..	..	191 6 10	
..	..	70 13 2	..	..	70 13 2	
..	..	71 6 10	..	..	71 6 10	
..	..	38 1 7	..	..	38 1 7	
..	..	135 3 10	..	..	135 3 10	
..	..	74 7 6	..	..	74 7 6	
..	..	286 10 8	..	..	286 10 8	
..	..	31 11 10	..	..	31 11 10	
..	..	14 12 2		..	14 12 2	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them.

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
1	Jasdan	CIVIL.—Limited to suits of the value of Rs. 20,000. CRIMINAL.—Sentences restricted to 7 years' rigorous imprisonment and Rs. 10,000 fine.	1	55 Two in Jilla 2 Patis in 2 villages in Agency.	4,22,435 0 0
	BANTWA TALUKA.				
2	Khan Shri Moinudinkhanji, Chief of Manavadar.	Do. do.	1	23	5,86,727 0 0
	TALUKA JETPUR-BILKHA.				
3	Darbar Shri Amra Laxman, Chief of Thana-Devli.	Do. do.	1	25	2,18,720 5 4
	TALUKA JETPUR-BILKHA.				
4	Darbar Shri Bava Surag, Chief of Vadia.	CIVIL.—Limited to suits of the value of Rs. 10,000*. CRIMINAL.—Sentences restricted to 3 years' rigorous imprisonment and Rs. 5,000 fine.	1	18+1 =19	1,50,000 0 0
5	Virpur	Do. do.	1	13	95,000 0 0
6	Malia	Do. do.	1	..	..
7	Kotda-Sangani . .	Do. do.	1	20	1,50,000 0 0
8	Darbar Shri Mulu Surag of Taluka Jetpur-Bilkha.	Do. do.	1	17 and 6 co-shared villages.	1,75,000 0 0
9	Darbar Shri Ravat Ram of Taluka Jetpur-Bilkha.	Do. do.	1	20 Swang and 4 Majmu.	2,25,000 0 0
10*	Khirasra . . .	Do. do.	1	15	50,000 0 0

No. VII.

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
9,796 0 0	7,694 8 0	394 0 0	2,572 0 0	..	10,660 8 0	
*14,821 0 0	14,821 0 0	..	..	..	14,821 0 0	*Bantwa Taluka consists of Manawadar, Sardargadh and Bantwa. The amount settled collectively for the whole Taluka was Rs. 29,642.
7,700 14 1	7,178 6 9	..	772 7 4	..	7,950 14 1	
..	7,290 15 0	†383 8 0	141 8 0	..	7,815 15 0	†Amreli bundi.
3,419 0 0	3,418 0 0	..	696 0 0	..	4,114 0 0	*Has civil powers up to Rs. 20,000 and criminal powers up to 7 years' rigorous imprisonment and Rs. 10,000 fine as a personal distinction.
..	..	1,182 0 0	185 0 0	..	1,367 0 0	
10,189 0 0	10,189 0 0	..	1,427 0 0	..	11,616 0 0	Besides it has a Pati in Sardhar and ¼ share in Belampura under the jurisdiction of Rajkot State.
7,141 11 0	5,057 8 6	125 8 0 ‡1,435 8 0	523 4 0	..	7,141 12 6	‡Amreli Jama bundi.
Not traceable.	6,654 3 0	451 11 6 §360 0 0	391 12 0	..	8,217 10 6	§Amreli Jama-bundi.
2,366 0 0	2,366 0 0	..	350 0 0	..	2,716 0 0	*The Taluka's exact position in order of precedence is under consideration.

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
	Jalia-Devani . . .	CIVIL.—Limited to suits of the value of Rs. 5,000. CRIMINAL.—Sentences restricted to 2 years' rigorous imprisonment and Rs. 2,000 fine.	1	11	22,531 0 0
12	Kotharia . . .	Do. do.	1	6	30,000 0 0
13	Gavridad . . .	Do. do.	1	6	23,000 0 0
14	Pal	Do. do.	1	5	21,622 0 0
15	Lodhika Mulwaji Estate.	Do. do.	1	1 Pati 6	26,010 0 0
16	Lodhika Vijaysinhji Estate.	Do. do.	1	1 Pati 6	24,772 0 0
17	Gadhka . . .	Do. do.	1	5	28,000 0 0
18	Mengni . . .	Do. do.	1	8	35,000 0 0
19	Kumar Shri Bhabhabhai Unad of Taluka Jetpur-Bilkha.	Do. do.	1	4	40,000 0 0
20	Darbar Shri Vala Ravat Ram of Jetpur-Bilkha. (Ala Wala Group).	Do. do.*	(1) Ravat and Hathia Ram, (2) Laxman Khoda, (3) Dosa Ala, (4) Deva Odha, (5) Jiva Valera.	9	1,00,000 0 0
21	Vasavad .	Do. do	8	4	21,000 0 0
22	Khan Shri Sherbulandkhanji of Taluka Bantwa.	Do. do.	1	12	2,20,609 0 0
		TALUKA BANTWA.			
23	Khan Shri Husseinyavarkhanji of Sardargadh.	Do. do.		13	1,02,977 14 6
24	Vala Shri Vajsur Valera of Bagasra.	Do. do.	1	5 Swang and 2 Patis in Bagasra and Munjiasar-	60,000 0 0

No. VII—*contd.*

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total	Remarks.
7	8	9	10	11	12	13
1,551 12 0	..	1,181 12 0	370 0 0	..	1,551 12 0	
949 0 0	948 0 0	..	298 0 0	..	1,246 0	
1,012 0 0	1,011 0 0	..	610 0 0	..	1,621 0 0	
1,254 0 0	1,253 0 0	..	394 0 0	..	1,647 0 0	
1,288 0 0	643 8 0	..	202 8 0	..	846 0 0	Has one Pati in Lodhika.
..	643 8 0	..	202 8 0	..	846 0 0	Has one Pati in Lodhika.
643 0 0	643 0 0	..	202 0 0	..	845 0 0	
3,413 0 0	3,412 0 0	..	*457 4 0	..	3,869 4 0	*Paid through Gondal.
..	2,023 12 9	..	34 5 0	..	2,058 1 9	The following Estates are under the Jurisdiction of this Estate : (1) Bhabhabhai Unad, (2) Laxman Godad, (3) Ram Raning, (4) Kanthad Godad.
..	3,810 13 6	225 13 9	322 0 0	..	4,358 11 3	*Has civil powers up to Rs. 10,000 and criminal powers up to 3 years' rigorous imprisonment and Rs. 5,000 fine as a personal distinction.
766 0 0	766 0 0	..	†692 0 0	..	1,458 7 0	†This amount is not recovered through the Tribute office.
7,410 0 0	7,410 8 0	..	..	..	7,410 8 0	
7,410 0 0	7,410 8 0	..	‡1,093 2 10	..	8,503 10 10	‡ This amount is not recovered through the Tribute office.
..	..	851 5 4	514 10 8	..	1,366 0 0	

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Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
	TALUKA JETPUR-BILKHA.				
25	Vala Shri Bhan Desa of Barwala.	CIVIL.—Limited to suits of the value of Rs. 5,000. CRIMINAL.—Sentences restricted to 2 years' rigorous imprisonment and Rs. 2,000 fine.	1	11	1,00,000 0 0
26	Shahpur . . .	Do. do.	1	4	26,000 0 0
27	Vala Shri Ram Harsur of Bagasra.	Do. do. (Personal distinction.)	1	5 Swang and *2 Patis.	80,000 0 0
28	Vala Shri Ram Mulu of Bagasra.	Do. do. (Personal distinction.)	1	2 Swang and Pati in Bagasra.	30,000 0 0
29	Vala Shri Vira Mulu of Bagasra.	Do. do. (Personal distinction.)	1	3 Swang and Pati in Bagasra.	30,000 0 0
30	Vala Shri Jethsur and Mansur Punja.	Do. do.	1	10 Swang, 4 Majmu.	80,000 0 0
31	Bhadwa . . .	CIVIL.—Limited to suits of the value of Rs. 500. CRIMINAL.—Sentences limited to 3 months' rigorous imprisonment and Rs. 200 fine.	1	3 ½ Bhayati.	25,000 0 0
32	Rajpara . . .	Do. do.	1	9	25,000 0 0
33	Vala Shri Champraj Jasa of Taluka Jetpur-Bilkha.	Do. do.*	1	5 Swang, 6 Patis.	80,000 0 0
34	Vala Shri Unad Rana of Chital.	Do. do.	1	..	15,000 0 0
35	Vala Shr Giga Hipa .	Do. do.	1	1 village, 3 Patis and share in Dangavadar.	20,000 0 0
36	Vala Shri Bhaya Nathu .	Do. do.	1	2	24,000 0 0

No. VII—*contd.*

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
1,013 0 0	3,810 13 6	225 13 9	322 0 0	..	4,358 11 3	
465 0 0	464 0 0	..	146 0 0	..	610 0 0	
1,366 0 0	..	851 5 4	514 10 8	..	1,366 0 0	*Majmu.
688 0 0	..	212 13 4	128 10 8	..	341 8 0	
..	..	212 13 4	128 10 8	..	341 8 0	
..	2,483 4 0	53 12 9 †239 4 0	307 1 6	..	3,083 6 3	†Amreli Jamabundi.
1,395 0 0	1,394 0 0	..	238 0 0	..	1,632 0 0	
3,664 0 0	2,922 0 0	..	241 0 0	..	3,163 0 0	
..	3,319 9 6	35 13 9	116 10 0	..	3,472 1 3	*Has civil powers up to Rs. 5,000 and criminal powers up to 2 years' rigorous imprisonment and Rs. 2,000 fine as a personal distinction.
..	444 0 6	7 15 6	72 8 8	..	524 8 8	
..	713 4 8	..	61 9 0	..	774 13 8	
..	713 4 7	..	61 9 0	..	774 13 7	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
	TALUKA JETPUR-BILKHA—*contd.*				
37	Vala Shri Naja Mansia .	CIVIL.—Limited to suits of the value of Rs. 500. CRIMINAL.—Sentences limited to 3 months' rigorous imprisonment and Rs. 200 fine.	1	..	17,866 0 0
38	Kotda Pitha . . .	Do. do.	5 Shareholders.	12	80,000 0 0
39	Kotila Unad Than of Taluka Dedan.	Do. do.	4	12	38,000 0 0
40	Vala Shri Valera Ranin of Khijadia.	Do. do.	1	5	35,000 0 0
41	Vala Shri Desa Nag .	Do. do.	1	2	20,000 0 0
42	Vala Shri Amra Moka .	Do. do.	1	..	..
43	Vala Shri Ebhal Vajsur .	Do. do.	1	1 and 1 Pati in Chudva.	18,000 0 0
44	Vala Shri Harsu Vajsur	Do. do.	1	1 and share in Jetpur, Chital and Chedubhar.	16,500 0 0
45	Vala Shri Matra Godad of Taluka Bagasra.	Non-jurisdictional . .	..	2 Swang and 2 Patis in Majmu.	30,000 0 0
46	Valera Rana Estate, Chital	Do. do	..	2	13,000 0 0
47	Vala Shri Giga Rana .	Do. do. .	1	3 Swang and shares in Jetpur, Chital, Vaghania, Dangavadar.	15,000 0 0

No. VII—*contd.*

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees. 7	British Tribute. 8	Gaekwar Tribute. 9	Junagadh Zortalbi. 10	Ahmedabad Sukhdi. 11	Total. 12	REMARKS. 13
673 12 2	665 7 4	23 14 6	109 6 4	..	798 12 2	
4,850 0 0	4,850 0 0	..	728 0 0	..	5,578 0 0	
..	..	739 0 0	*300 4 0	..	739 0 0	* Una Mamuli recovered through the Political Agent, Western Kathiawar Agency.
..	1,259 10 0	†598 2 0	135 9 3	..	1,993 3 3	†Amreli Jumabundi.
673 12 1	665 7 3	23 14 6	109 6 4	..	798 12 1	
..	1,259 10 0	‡598 2 0	135 9 3	..	1,993 3 3	‡Amreli Jumabundi.
..	1,011 14 5	..	17 2 6	..	1,029 0 11	
..	1,011 14 4	..	17 2 6	..	1,029 0 10	
..	..	425 10 8	257 5 4	..	683 0 0	
..	444 0 5	7 15 6	72 8 8	..	524 8 7	
..	444 0 6	7 15 6	72 8 8	..	524 8 8	

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Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
					BABRA
1	Bhadli . . .	....	4	13	30,207 0 0
2	Babra . . .	....	6	6	*88,075 0 0
3	Kariana . . .	....	5	9	15,756 0 0
4	Khambhala . . .	....	3	3	10,500 0 0
5	Itaria	....	1	5	8,188 0 0
6	Randhia . . .	....	..	1	9,000 0 0
7	Akadia . . .	....	4	1	900 0 0
8	Nilwala. . . .	....	2	1	2,000 0 0
9	Bildi	....	..	1	4,052 0 0
10	Khijadia . . .	....	..	1	5,000 0 0
11	Kamadhia . . .	....	1	1	2,600 0 0
12	Janbai Derdi . .	....	..	1	4,480 0 0
					LAKHAPADAR
1	Jhamka . . .	....	2	1	5,000 0 0
2	Lakhapadar . . .	....	1	1	5,200 0 0
3	Kaner . . .	....	1	1	2,800 0 0
4	Kathrota . . .	....	1	1	3,000 0 0
5	Khijadia . .	....	1	1	3,100 0 0
6	Moti-Garamli . .	....	1	1	6,170 0 0
7	Gadhia . . .	....	2	2	7,000 0 0
8	Charkha . . .	....	4	2	36,600 0 0
9	Dholarva . . .	....	1	1	11,860 0 0
10	Manavav . . .	....	1	1	7,880 0 0
11	Nani-Garamli . .	....	1	1	2,640 0 0
12	Monvel . . .	....	2	4	24,790 0 0
13	Vekaria . . .	....	1	1	6,770 0 0
14	Vaghavdi . . .	....	1	1	2,000 0 0
15	Halaria . .	....	1	4	14,500 0 0
16	Silana	....	2	1	7,000 0 0

No. VII—*contd.*

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
THANA.						
1,101 0 0	1,101 0 0	..	256 0 0	..	1,357 0 0	
1,621 0 0	..	..	..	..	..	* British Tribute merged in Amreli figures as some of the villages are taken by Amreli.
852 0 0	850 0 0	..	307 9 7	..	1,157 0 0	
566 0 0	406 8 0	..	118 0 0	..	524 8 0	
..	252 0 0	..	83 0 0	..	335 0 0	
..	..	..	.	..	..	
129 0 0	129 0 0	..	25 0 0	..	154 0 0	
511 0 0	511 0 0	..	154 0 0	..	665 0 0	
..	..	..	..	..	..	
..	..	..	..	..	..	
..	377 0 0	..	..	..	377 0 0	
..	..	..	..	..	..	
THANA.						
..	..	185 0 0	..	..	185 0 0	
..	..	154 0 0	24 0 0	..	178 0 0	
..	..	195 0 0	..	..	195 0 0	
..	..	52 0 0	..	..	52 0 0	
..	..	52 0 0	..	..	52 0 0	
..	..	196 0 0	24 0 0	..	220 0 0	
..	..	174 0 0	21 0 0	..	295 0 0	
..	..	503 0 0	38 0 0	..	541 0 0	
..	..	103 0 0	23 0 0	..	126 0 0	
..	..	149 0 0	23 0 0	..	172 0 0	
..	..	194 0 0	..	..	194 0 0	
..	..	312 15 0	..	..	312 15 0	
..	..	54 12 0	..	..	54 12 0	
..	..	135 0 0	19 0 0	..	154 0 0	
..	..	102 0 0	77 0 0	..	179 0 0	
..	..	102 0 0	..	..	102 0 0	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates of tribute, etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
					LAKHAPADAR
17	Dahida . . .	....	4	3	18,400 0 0
18	Gigasan . . .	....	4	1	8,000 0 0
19	Vichhavad . . .	....	4	1	6,000 0 0
20	Kuba . . .	....	3	1	3,200 0 0
					DHRAFA
1	Dhrafa	....	9	23	80,000 0 0
2	Satodad Vavdi . .	....	4	4	18,000 0 0
3	Amrapur . . .	....	3	2	20,000 0 0
					LODHIKA
1	Sisang-Chandli . .	....	5	2	20,000 0 0
2	Virva	...	1	1	3,000 0 0
3	Kankasiali . . .	....	1	1	4,000 0 0
4	Nana Mahuwa . .	....	3	1	3,000 0 0
5	Kotda Nayani . .	....	4	1	14,000 0 0
6	Kanpur Ishwaria .	....	4	2	18,000 0 0
7	Baldhoi . . .	....	2	1	9,310 0 0
8	Mulila Deri . . .	....	5	7	38,000 0 0
9	Vadali	....	1	1	12,000 0 0
					DEDAN
1	Kotila Surag Bhim of Taluka Dedan, Babaria Kathi.	....	1	2 568 population.	10,000 0 0
2	Kotila Jiwa Naja of Taluka Dedan, Babaria Kathi.	....	1	384 souls 2 villages.	10,000 0 0
3	Kotila Jaitmal Champraj of Taluka Dedan.	....	4	12	38,000 0 0

No. VII—*concld.*

in the Western Kathiawar Agency showing the gross revenue of each and the amount corrected up to 31st December 1930—concld.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
THANA—*contd.*						
..	..	..	..	..	..	
..	..	..	..	..	..	
..	..	..	..	..	..	
..	..	..	*150 0 0	..	..	* Rs. 150 paid to Junagadh on account of Udhad
THANA.						
3,706 0 0	3,706 0 0	..	1,165 0 0	..	4,871 0 0	
1,467 0 0	1,466 0 0	..	461 0 0	..	1,927 0 0	
512 0 0	511 0 0	..	..	..	571 0 0	
THANA.						
720 0 0	720 0 0	..	226 0 0	..	946 0 0	
150 0 0	149 0 0	..	44 0 0	..	193 0 0	
85 0 0	84 0 0	..	27 0 0	..	111 0 0	
121 0 0	120 0 0	..	38 0 0	..	158 0 0	
..	..	542 0 0	145 0 0	..	687 0 0	
210 0 0	230 0 0	..	117 0 0	..	347 0 0	
..	204 0 0	..	58 0 0	..	262 0 0	
1,279 0 0	1,279 0 0	..	175 0 0	..	1,454 0 0	
247 0 0	246 0 0	..	78 0 0	..	324 0 0	
THANA.						
..	..	739 0 0	*300 4 0	..	1,039 4 0	* Una Mamuli recovered through the office of the Political Agent, Western Kathiawar Agency.
..	..	739 0 0	*300 4 0	..	1,039 4 0	
..	..	739 0 0	300 0 0	..	739 0 0	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates in he etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
1	Lakhtar . . .	CRIMINAL.—Full powers except that the State shall not try persons other than its own subjects for capital offences, and provided that sentences of death will require the confirmation of the Agent to the Governor-General, Western India States. CIVIL.—Unlimited.*	1	51	3,72,465 0 0
2	Sayla	Ditto * .	1	45	1,88,189 0 0
3	Chuda	CRIMINAL.—Seven years' rigorous imprisonment and fine up to Rs. 10,000. CIVIL.—To the extent of Rs. 20,000.	1	14	1,71,877 0 0
4	Vala	Ditto . .	1	46	2,56,000 0 0
5	Lathi . . .	CRIMINAL.—Three years' rigorous imprisonment and fine up to Rs. 5,000. CIVIL.—To the extent of Rs. 10,000.	1	10	1,66,203 0 0
6	Muli	Ditto* . .	1	21	5,00,000 0 0
7	Bajana . . .	Ditto . .	1	27	2,77,698 0 0
8	Patdi	Ditto . .	1	7	59,556 0 0
9	Vanod	CRIMINAL.—Two years' rigorous imprisonment and fine up to Rs. 2,000. CIVIL.—To the extent of Rs. 5,000.	1	13	85,865 0 0
10	Vithalgadh . . .	Ditto . .	..	10	92,067 0 0
11	Dasada—				
	Darbar Shri Jainkhanji's Estate.	CRIMINAL.—Three months' rigorous imprisonment and fine up to Rs. 200. CIVIL.—To the extent of Rs. 500.	1	7	1,12,813 0 0
12	Rajpur . . .	Ditto . .	1	8	80,977 0 0

No. VIII.

Eastern Kathiawar Agency showing the gross revenue of each and the amount of tribute, corrected up to 31st December 1930.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
6,763 0 0	6,763 0 0	..	464 0 0	124 0 0	7,351 0 0	*Government of India letter No. 480-P., dated 12th May 1927.
17,397 0 0	15,001 0 0	..	510 0 0	..	15,511 0 0	
6,464 0 0	6,324 0 0	..	676 0 0	143 6 5	7,143 6 5	
6,615 0 0	..	6,854 0 0	2,348 0 0	..	9,202 0 0	
516 0 0	..	711 0 0	1,146 0 0	..	1,857 0 0	*Has civil powers up to Rs. 20,000 and criminal powers up to 7 years' rigorous imprisonment and Rs. 10,000 fine as a personal distinction.
7,501 0 0	7,501 0 0	..	1,853 0 0	..	9,354 0 0	
7,980 0 0	7,880 0 0	..	..	57 10 0	7,937 10 0	
5,235 0 0	3,219 4 0	..	..	..	3,219 4 0	Political Peshkashi Rs. 2,681-11-2.
1,953 0 0	1,953 0 0	..	..	..	1,953 0 0	
..	..	..	..	..	..	
3,242 0 0	3,242 0 0	..	..	23 4 0	3,265 4 0	
2,412 0 0	2,412 0 0	..	186 0 0	..	2,598 0 0	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates in the etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
13	Anandpur—	CRIMINAL.—Three months' rigorous imprisonment and fine up to Rs. 200.			
	Dada and Nana Jiwa .	CIVIL.—To the extent of Rs. 500.	2	6	14,068 0 0
14	Desa Bhoj . . .	Ditto . .	1	13	18,269 0 0
15	Rae-Sankli . . .	Ditto . .	1	3	26,630 0 0
					BHOIKA
1	Bhoika . . .	....	1	3	37,000 0 0
2	Khambhlav . . .	....	3	2	11,060 0 0
3	Gedi	....	2	2	7,000 0 0
4	Kantharia . . .	....	5	2	23,240 0 0
5	Darod	....	2	1	2,000 0 0
6	Jakhan . .	....	2	1	5,760 0 0
7	Kamalpur . . .	....	2	1	16,000 0 0
8	Sauka	....	1	1	7,000 0 0
9	Bhalgamda . . .	....	3	3	25,000 0 0
10	Karoi	....	2	2	25,000 0 0
11	Vanala	....	2	1	5,000 0 0
12	Untdi	....	2	1	12,000 0 0
13	Ankewalia . . .	....	2	3	38,200 0 0
14	Khandia . . .	....	2	1	6,000 0 0
15	Samla	....	4	2	13,000 0 0
16	Chachana . . .	....	1	1	4,000 0 0
17	Chhalala . . .	....	2	1	14,000 0 0
18	Karmad . . .	....	1	1	5,000 0 0
					DASADA
1	Dasada . . .	....	5	18	1,90,534 0 0
					JHINJHUWADA
1	Jhinjhuwada . .	....	9	13	1,26,000 0 0
2	† Rozwa . . .	....	3	3	11,757 0 0
					WADHWAN
1	Dudhrej . . .	....	3	2	18,400 0 0
2	Jhampodad . . .	....	3	1	4,200 0 0
3	Talsana . . .	....	2	4	23,000 0 0

No. VIII—*contd.*

Eastern Kathiawar Agency showing the gross revenue of each and the amount of tribute, corrected up to 31st December 1930.—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	REMARKS.
7	8	9	10	11	12	13
..	178 12 0	..	51 4 0	..	230 0 0	
..	357 8 0	..	102 8 0	..	460 0 0	
556 0 0	556 6 0	382 0 0	..	..	938	
THANA.						
1,759 0 0	1,759 0 0	..	279 0 0	94 3 9	2,132 9	
730 0 0	730 0 0	..	139 0 0	..	869 0 0	
1,200 0 0	1,200 0 0	..	139 0 0	..	1,339 0 0	
1,491 0 0	1,491 0 0	..	208 0 0	89 1 9	1,788 1 9	
366 0 0	366 0 0	..	50 0 0	..	416 0 0	
242 0 0	242 0 0	..	46 0 0	..	288 0 0	
776 0 0	776 0 0	..	..	..	776 0 0	
519 0 0	519 0 0	..	65 0 0	..	584 0 0	
1,400 0 0	1,400 0 0	..	105 0 0	..	1,505 0 0	
703 0 0	703 0 0	..	93 0 0	..	796 0 0	
396 0 0	396 0 0	..	..	..	396 0 0	
493 0 0	493 0 0	..	46 0 0	..	539 0 0	
1,300 0 0	1,300 0 0	..	226 0 0	..	1,526 0 0	
806 0 0	806 0 0	..	81 0 0	13 4 2	900 4 2	
959 0 0	959 0 0	..	104 0 0	..	1,063 0 0	
318 0 0	318 0 0	..	..	..	318 0 0	
971 0 0	971 0 0	..	78 0 0	73 4 10	1,122 4 10	
140 0 0	140 0 0	..	32 0 0	59 6 7	231 6 7	
THANA.						
9,726 0 0	9,726 0 0	..	..	..	9,726 0 0	
THANA.						
11,120 0 0	*11,073 8 0	..	..	..	11,073 8 0	* Salt compensation Rs. 8,566-6-8 given credit to.
..	..	..	..	..	..	† Added as per Agency No. 3390, dated 28-11-1905.
THANA.						
1,102 0 0	‡1,102 0 0	..	97 0 0	..	1,199 0 0	‡ Wadhwan C. S. land compensation Rs. 250 given credit to.
138 0 0	138 0 0	..	..	..	138 0 0	
913 0 0	913 0 0	..	139 0 0	..	1,052 0 0	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates in the etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
					WADHWAN
4	Munjpar . . .	....	3	1	4,275 0 0
5	Vana	....	6	3	22,400 0 0
6	Bhadwana . . .	....	3	2	6,975 0 0
7	Tavi	....	2	1	4,350 0 0
8	Kesaria . . .	....	2	1	2,500 0 0
9	Devalia . . .	....	2	2	5,300 0 0
10	Bhathan . . .	....	2	1	4,000 0 0
11	Jhamar . . .	....	2	1	4,000 0 0
12	Bhalala . . .	....	3	1	2,100 0 0
13	Palali	....	2	2	4,800 0 0
14	Kherali . . .	....	3	2	20,600 0 0
15	Vadod	....	1	3	21,000 0 0
16	Gundiala . . .	....	1	2	16,000 0 0
17	Laliad	....	2	1	6,525 0 0
					CHOTILA
1	Anandpur Jethsur Harsur	....	4	..	..
2	Chotila . . .	....	9	32	42,400 0 0
3	Mewasa . . .	....	2	6	9,900 0 0
4	Bhimora . . .	....	2	10	14,000 0 0
5	Chobari . . .	....	2	3	3,332 0 0
6	Bamanbor . . .	....	1	4	6,000 0 0
7	Ramparda . . .	....	2	1	1,200 0 0
8	Sanosra . . .	....	1	3	6,000 0 0
					PALIAD
1	Paliad	....	7	17	58,917 0 0
2	Matra-Timba . .	....	1	1	4,600 0 0
3	Bharejda . .	....	2	1	7,790 0 0
4	Sudamda-Dhandhalpur .	....	3	29	53,635 0 0
5	Sejakpur . .	....	3	4	6,775 0 0
					SONGADH
1	Songadh-Vachhani .	....	3	1	4,149 0 0
2	Limbda . . .	....	3	4	44,000 0 0

No VIII—*contd.*

Eastern Kathiawar Agency showing the gross revenue of each and the amount of tribute, corrected up to 31st December 1930.—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
THANA—*contd.*						
603 0 0	603 0 0	..	..	..	603 0 0	
3,715 0 0	3,715 0 0	..	278 0 0	..	3,993 0 0	
998 0 0	998 0 0	..	83 0 0	..	1,081 0 0	
310 0 0	310 0 0	..	25 0 0	..	335 0 0	
278 0 0	278 0 0	..	..	..	278 0 0	
467 0 0	467 0 0	..	56 0 0	..	523 0 0	
641 0 0	641 0 0	..	60 0 0	..	701 0 0	
464 0 0	464 0 0	..	..	..	464 0 0	
474 0 0	474 0 0	..	..	..	474 0 0	
357 0 0	357 0 0	..	46 0 0	..	403 0 0	
678 0 0	678 0 0	..	..	..	678 0 0	
1,252 0 0	1,252 0 0	..	278 0 0	..	1,530 0 0	
1,408 0 0	1,408 0 0	..	..	..	1,408 0 0	
362 0 0	362 0 0	..	..	..	362 0 0	
THANA.						
717 0 0	178 12 0	..	51 4 0	..	230 0 0	
234 0 0	652 0 0	..	221 8 0	..	873 8 0	
445 0 0	445 0 0	..	114 0 0	..	559 0 0	
206 0 0	307 8 0	..	63 8 0	..	371 0 0	
154 0 0	154 0 0	..	45 0 0	..	199 0 0	
70 0 0	76 0 0	..	..	..	76 0 0	
75 0 0	75 0 0	..	..	..	75 0 0	
186 0 0	186 0 0	..	51 0 0	..	237 0 0	
THANA.						
907 0 0	907 0 0	..	306 0 0	..	1,213 0	
290 0 0	290 0 0	..	72 0 0	..	362 0 0	
94 0 0	94 0 0	..	..	31 12 0	125 12 0	
2,381 0 0	2,381 0 0	..	743 0 0	..	3,124 0 0	
..	316 8 0	..	116 0 0	..	432 8 0	
THANA.						
344 0 0	..	503 0 0	69 0 0	..	572 0 0	
934 0 0	..	934 0 0	278 0 0	..	1,212 0 0	

APPENDIX

Statement of separate Jurisdictional and Non-Jurisdictional States and Estates in the etc., paid by them,

No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
					SONGADH
3	Vavdi-Dharvala . .	....	5	4	10,129 0 0
4	Bhojavadar . . .	....	2	1	6,634 0 0
5	Samadhiala-Chhabhhadia	....	5	2	11,108 0 0
6	Khijadia-Dosaji . .	....	2	1	2,890 0 0
7	Vangadhra . . .	....	1	1	3,970 0 0
8	Gadhula . . .	....	2	1	1,800 0 0
9	Katodia . . .	....	2	1	1,140 0 0
10	Panchavda . . .	....	1	1	2,952 0 0
11	Toda	....	2	2	1,047 0 0
12	Vavdi	....	1	3	1,338 0 0
13	Chamardi . . .	....	3	1	13,430 0 0
14	Pachhegam . . .	....	2	3	22,451 0 0
15	Chitravav . . .	....	1	1	3,244 0 0
6	Ramanka . . .	....	2	1	7,396 0 0
17	Vadod	....	2	1	10,774 0 0
18	Alampar . . .	....	1	1	8,701 0 0
19	Dhola	....	1	1	3,752 0 0
20	Gadhali . . .	....	3	3	11,601 0 0
21	Samadhiala-Charan .	....	2	1	2,916 0 0
22	Ratanpur-Dhamanka .	....	3	2	9,064 0 0
					CHOK-DATHA
1	Datha	....	2	24	25,000 0 0
2	Chok	....	2	2	9,000 0 0
3	Ayavej . . .	....	2	2	8,000 0 0
4	Ranigam . . .	....	2	1	8,000 0 0
5	Morchopna . . .	....	1	1	2,600 0 0
6	Gandhol . . .	....	1	1	2,200 0 0
7	Jalia-Amraji . . .	....	1	1	3,000 0 0
8	Rohisala . . .	....	2	1	4,800 0 0
9	Pah	....	2	1	2,000 0 0
10	Bodanónesa . . .	....	1	1	2,400 0 0
11	Sevdivadar . . .	....	1	1	2,000 0 0
12	Sansia . . .	....	2	1	4,000 0 0

No. VIII—*contd.*

Eastern Kathiawar Agency showing the gross revenue of each and the amount of tribute, corrected up to 31st December 1930.—contd.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
THANA—*contd.*						
1,296 0 0	..	1,296 0 0	234 0 0	..	1,530 0 0	
411 0 0	..	411 0 0	139 0 0	..	550 0 0	
1,190 0 0	..	1,891 0 0	389 0 0	..	2,280 0 0	
391 0 0	..	380 0 0	47 0 0	..	427 0 0	
79 0 0	..	79 0 0	25 0 0	..	104 0 0	
168 0 0	..	168 0 0	28 0 0	..	196 0 0	
193 0 0	..	193 0 0	28 0 0	..	221 0 0	
256 0 0	..	204 0 0	37 0 0	..	241 0 0	
271 0 0	..	147 8 0	28 0 0	..	175 8 0	
296 0 0	..	298 0 0	56 0 0	..	354 0 0	
765 0 0	..	765 0 0	93 0 0	..	858 0 0	
2,756 0 0	..	2,123 0 0	679 0 0	..	2,802 0 0	
491 0 0	..	491 0 0	38 0 0	..	529 0 0	
709 0 0	..	574 0 0	98 0 0	..	672 0 0	
940 0 0	..	940 0 0	162 0 0	..	1,102 0 0	
1,235 0 0	..	1,235 0 0	162 0 0	..	1,397 0 0	
325 0 0	..	325 0 0	59 0 0	..	38 0 0	
1,699 0 0	..	1,699 0 0	301 0 0	..	2,000 0 0	
..	..	..	..	..	..	
750 0 0	..	750 0 0	153 0 0	..	903 0 0	
THANA.						
4,664 0 0	..	5,099 0 0	299 0 0	..	5,398 0 0	
..	..	394 0 0	23 0 0	..	417 0 0	
..	..	282 0 0	8 0 0	..	290 0 0	
..	..	714 0 0	..	..	714 0 0	
..	..	154 0 0	9 0 0	..	163 0 0	
..	..	103 0 0	8 0 0	..	111 0 0	
..	..	128 0 0	8 0 0	..	136 0 0	
..	..	103 0 0	8 0 0	..	111 0 0	
..	..	307 0 0	12 0 0	..	319 0 0	
..	..	103 0 0	9 0 0	..	112 0 0	
..	..	52 0 0	8 0 0	..	60 0 0	
..	..	307 0 0	15 0 0	..	322 0 0	

APPENDIX

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No.	Names of the States and Estates.	Extent of Jurisdiction.	Number of independent Tribute payers.	Number of villages in each Taluka 1921 Census.	Estimated gross revenue in Rupees.
1	2	3	4	5	6
					CHOK-DATHA
13	Samadhiala . . .	....	2	1	12,000 0 0
14	Raipara . . .	....	2	1	2,700 0 0
15	Chiroda . . .	....	1	1	4,800 0 0
16	Vijanoness . . .	....	1	1	750 0 0
17	Vadal	....	2	1	6,300 0 0
18	Dedarda . . .	....	2	1	10,000 0 0
19	Jalia-Manaji . . .	....	1	1	2,400 0 0
20	Kanjarda . . .	....	1	1	4,100 0 0
21	Bhandaria . . .	....	3	1	8,000 0 0
22	Satanoness . . .	....	1	1	2,200 0 0
23	Junapadar . . .	....	1	1	1,600 0 0

No. VIII—*concld.*

Eastern Kathiawar Agency showing the gross revenue of each and the amount of tribute, corrected up to 31st December 1930.—concld.

Amount of perpetual settlements concluded by Colonel Walker reduced to Government Rupees.	British Tribute.	Gaekwar Tribute.	Junagadh Zortalbi.	Ahmedabad Sukhdi.	Total.	Remarks.
7	8	9	10	11	12	13
THANA—*contd.*						
..	..	510 0 0	8 0 0	..	518 0 0	
..	..	256 0 0	18 0 0	..	274 0 0	
..	..	123 0 0	12 0 0	..	135 0 0	
..	..	31 0 0	..	..	31 0 0	
..	..	154 0 0	..	..	154 0 0	
..	..	103 0 0	..	..	103 0 0	
..	..	31 0 0	..	..	31 0 0	
..	..	128 0 0	..	..	128 0 0	
..	..	307 0 0	15 0 0	..	322 0 0	
..	..	103 0 0	6 0 0	..	109 0 0	
..	..	42 0 0	8 0 0	..	50 0 0	

BARODA.

APPENDIX No. I.

AGREEMENT concluded in A.D. 1751-52.

TRANSLATION of an AGREEMENT between the PEISHWA and GAEKWAR regarding the PARTITION of TALOOKA SONGUR and other MEHALS in PRANT GUZERAT, executed near KUSBA NUVAPORE on the 24th Jemmadee-ool-awul Sunnut Isnein-wu Khumseen-wu Myat-wu-Ulf (A.D 1751-52).

Surat Attaveessee Rajwara Mehal.

	Jumma.			Swuraj.			Mogulaee.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Pergunnah Vusraee	64,000	0	0	64,000	0	0	..		
,, Gunhi	59,000	0	0	50,000	0	0	9,000	0	0
,, Mandvee	30,500	0	0	30,500	0	0	..		
,, Turkeshwur	6,500	0	0	6,500	0	0	.		
,, Kamrej	44,000	0	0	30,000	0	0	14,000	0	0
,, Chowrassee	1,37,500	0	0	1,05,000	0	0	32,500	0	0
,, Bulesar	85,000	0	0	60,000	0	0	25,000	0	0
,, Mota	10,000	0	0	9,000	0	0	1,000	0	0
,, Kurod	30,500	0	0	29,500	0	0	1,000	0	0
,, Tembha	40,500	0	0	31,000	0	0	9,500	0	0
,, Tekundee	72,500	0	0	66,000	0	0	6,000	0	0
,, Murolee	42,500	0	0	40,000	0	0	2,500	0	0
,, Nowsaree	17,000	0	0	15,000	0	0	2,000	0	0
,, Ghundevee	65,000	0	0	46,500	0	0	18,500	0	0
,, Bisunpore	12,000	0	0	12,000	0	0	..		
,, Mohé	41,000	0	0	36,000	0	0	5,000	0	0
,, Anas	3,000	0	0	3,000	0	0	..		
,, Viaré	11,000	0	0	11,000	0	0	..		
,, Khurké	3,000	0	0	3,000	0	0	..		
,, Puté Mahale	6,000	0	0	6,000	0	0	..		
,, Mhasrut	3,000	0	0	3,000	0	0	..		
,, Rajpeepla, with its five Mehals, etc.	70,000	0	0	70,000	0	0	..		
,, Vunvar	11,000	0	0	11,000	0	0	..		
,, Kasé	3,500	0	0	3,500	0	0	..		
,, Dhamoree	3,000	0	0	3,000	0	0	..		
,, Chikhlee	67,000	0	0	51,500	0	0	15,500	0	0
Kushba Veripar	25,000	0	0	16,500	0	0	8,500	0	0
,, Raner	10,000	0	0	..			10,000	0	0
Duties, *viz.*—									
From the Punch Mehal beyond the Taptee	*Rs.* 33,000	*a.* 0	*p.* 0						
From Viaré	12,000	0	0						
	45,000	0	0	45,000	0	0	45,000	0	0
	10,18,000	0	0	8,58,000	0	0	1,60,000	0	0

The jumma and duties of the mehal between the north bank of the Rewa and the south bank of the Mahee :—

		Rs.	a.	p.
Pergunnah	Baroda	5,00,000	0	0
„	Broach together with the Foorza	2,25,000	0	0
„	Korulbunder	40,000	0	0
„	Sinore	85,000	0	0
„	Vaghora	25,000	0	0
„	Saekhera	25,000	0	0
„	Tilukwar	5,000	0	0
		9,05,000	0	0

(The jumma) and duties of the Rastee Mehals on the north bank of the Mahee :—

		Rs.	a.	p.
Pergunnah	Duskuroee, *alias* Huwelee Ahmedabad, together with a half of the city	1,00,000	0	0
„	Petlaud, a half	3,00,000	0	0
„	Dhotka	2,50,000	0	0
„	Matur	50,000	0	0
„	Nuryad	75,000	0	0
„	Mówdha, together with Oomurla	75,000	0	0
		8,50,000	0	0

GENERAL ABSTRACT.

		Rs.	a.	p.
28	Pergunnahs, Surat Attaveessee Rajwara	10,18,000	0	0
7	„ between the north bank of the Rewa and the south bank of the Mahee	9,05,000	0	0
5	Rastee Mehals on the north bank of the Mahee	8,50,000	0	0
		27,73,000	0	0

To be deducted on account of the mehals granted to the Gaekwar for the support of his family, *viz.* :—

		Rs.	a.	p.
Pergunnah	Viaré	11,000	0	0
„	Kurod	30,000	0	0
„	Tembha	40,000	0	0
„	Sinore	85,000	0	0
„	Mota	10,000	0	0
„	Walvur	11,000	0	0
„	Kasé	3,500	0	0
Kusba	Raner	10,000	0	0
Pergunnah	Dharner	3,000	0	0
„	Chikhlee	67,000	0	0
Kusba	Vuriyao	25,000	0	0
Pergunnah	Tilukwar	5,000		
		3,00,500	0	0

The remaining mehals are nine in number, viz.:—

1. Talooka Mohun.
2. „ Gohelwar.
3. Sirkar Surut and Joonagurh, together with the mint, 62 Mehals.
4. Talooka Ismalnuggur, *alias* Nowanuggur.
5. „ Soornee Rajwara.
6. Kutch Bhooj, the Indus, and Tatta.
7. Talooka Jutwara, Sawulpore.
8. Shree Dwarka Prant Kabee.
9. Talooka Danta.

Thus, from Rupees twenty-seven lakhs and seventy-three thousand, a sum of Rupees three lakhs and five hundred is granted for the maintenance of the Gaekwar's family, and there remains a balance of Rupees twenty * lakhs seventy-two thousand and five hundred. Besides these, twelve more mehals acquired by force of arms have been partitioned, and the particulars regarding further nine talookas are stated above. This is the agreement. Enquiry is also to be made whether any mehals have been omitted, and if so, they are to be divided equally, and if tribute is acquired from any country it is to be divided in proportion to the troops employed. This is the agreement. The revenue is to be divided equally. Let this be known.

Dated 24th Jemmadee-ool-awul (A.D. 1751-52).

* 24,72,500.

BARODA.

APPENDIX No. II.

Partition Treaty of Kattiawar.

Translation of an Agreement with Shreemunt Rajeshree Punt Prudhan regarding the Partition of the Districts of Sorut, Hallar, Gohelwar, and Kattiawar, executed in the year Sunnut Salas-wu-Khumseen-wu-Myat-wu-Ulf (A.D. 1752-53).

	Number of villages.	Amount of jumma (in korees).	Present amount of revenues.
			Rs.
Pergunnah Gondul, Megnee, and Ardvee	84	8,000	29,500
„ Surdhar, Rajkot, and Jusdhun	141	1,00,000	25,000
„ Kudolne	32	4,000	2,000
„ Dehupachur Khuree	12	10,000	2,750
„ Khuree	24	50,000	5,300
„ Kakwar	24	30,000	3,600
„ Sisang	12	10,000	700
„ Rudafe	12	35,000	6,000
Prant Dhala and Bala Sarung	32	10,000	1,500
„ Khurba and Memana	12	5,000	500
Pergunnah Khubliyé	52	40,000	4,500
„ Durdhurree and Nikavé	12	40,000	4,125
„ Khurikarisor	12	25,000	500
Prant Mora	24	10,000	400
„ Ghurka	12	10,000	500
Pergunnah Royenbhegan	12	5,000	500
„ Huwelee Islam, *alias* Nowanuggur	90	1,50,000	13,000
„ Banswara	84	1,25,000	30,000
„ Sultanpore and Huwelee	24	60,000	3,000
„ Juyutpore	64	60,000	1,000
„ Derwale	15	40,000	400
Prant Rajunpore Mhysana	102	1,00,000	5,000
„ Oopteguta	52	40,000	2,000
„ Batoové	84	1,00,000	..
Pergunnah Katiyané	115	1,00,000	7,000
„ Mangrol, together with the Bunder	228	3,60,000	25,000
„ Porbunder	24	1,00,000	12,500
Kusba Bhuré	1	10,000	500
Pergunnah Chowara	20	25,000	10,000
„ Medurdé	84	70,000	2,000
Prant Gogo, together with the Bunder	116	1,40,000	28,000
„ Surva	24	10,000	1,000

			Number of villages.	Amount of jumma (in korees).	Present amount of revenues.
					Rs.
Prant Bhikurba			84	10,000	1,200
„ Bhurlee			84	45,000	5,025
„ Buher.			24	20,000	3,000
Pergunnah Jodhpoor Vyjahalee			12	35,000	3,325
„ Junagurh Nutvé, *viz.*—					
41 Villages of Talooka Huwelee .	30,000				
24 „ „ Datné .	15,000				
24 „ „ Nilad .	5,000				
89	50,000		89	50,000	10,000
Pergunnah Oonadlever, together with the Bunder . .			120	1,00,000	15,000
38 Mehals			2,081	22,59,000	2,85,300

The above mehals are 38 in number, and contain about 2,081 villages. Their "kamil jumma" is korees 22,59,000, and their present "jumma" is Rupees 2,85,300. This share has been taken by the Sircar, and I agree to it. Besides these there are Jumanut mehals to be held jointly, and which are as follows:—

1 Shree Jugudharka Bunder.

1 The city of Joonagurh, together with the Sayur, Gumsal, Foujdharee, Dundpoorohee and Kotwallee of the city.

1 Dieu Bunder.

3

The above three mehals remain joint property; both parties shall station Umuldars to conduct the management, and shall divide equally the amount of collection. The Mohturfa revenue of the city of Joonagurh shall also be equally divided. The zemindars of Joonagurh are servants common to both parties; therefore each party shall send for the Desaees of such Turufs only of the above pergunnah as may have been allotted to him and shall conduct the business. If there should be only one Desaee for several Turufs, both parties shall exact equal service from him. Neither my Umuldars nor my troops shall molest on account of ghasdana, etc.; neither party shall afford asylum to the girassias, talookdars, ryots, or zemindars of their respective mehals. If my ryots, zemindars, or Mewassees go to the talookas which form the Sircar's share, they shall not be afforded asylum. The Umuldars of the respective parties shall exercise their authority within their respective shares, and no interference shall be exercised with each others mehals. Should any new country, in addition to that partitioned, be acquired by force of arms, it shall be equally divided. If any mehal, in addition to those which have been divided, should have remained unpartitioned from oversight, it shall be shared equally after an enquiry. These are the conditions of the partition.

TRANSLATION of a MEMORANDUM * regarding the PARTITION of the TALOOKAS in PRANT KATTIAWAR and the MAHEE KANTA, executed in the year Sunnut Salas-wu Myatein-wu-Ulf, corresponding with Sumwut 1859, or A.D. 1802-03.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Talooka Moorvee, together with Tunkaria	13,000	0	0	72,000	0	0
„ Nowanuggur	37,903	8	0	48,750	0	0
„ Dhurol, together with the Bhayads	..			4,325	0	0
„ Rajkot, ditto ditto	21,550	0	0	4,500	0	0
Mouza Mungonee, together with the Bhayads	..			550	0	0
„ Rajpore and Kharazura	..			701	0	0
„ Bhawa	..			215	0	0
„ Dehree and Moolee	..			75	0	0
„ Sisang	..			50	0	0
„ Veerpore Khureree	2,000	0	0	450	0	0
„ Saothul and Waree	1,000	0	0	250	0	0
Talooka Gondul Dhorajee	61,925	0	0	61,925	0	0
Mouza Bhilkha	..			8,300	0	0
„ Atkote	2,678	0	0	100	0	0
Koopache Kothré	..			225	0	0
Talooka Batwa	32,000	0	0	700	0	0
„ Foolbunder	2,900	0	0	6,000	0	0
„ Joonagurh	1,400	0	0	59,300	0	0
„ Umrapore	..			70	0	0
„ Drafa	4,500	0	0	500	0	0
Mouza Ramsura	..			2,300	0	0
„ Bahrawur	..			2,600	0	0
Talooka Umrolee	..			3,068	0	0
Mouza Chumardee	..			600	0	0
„ Chora	..			2,500	0	0
„ Babra	2,500	0	0	..		
Talooka Dawa Suvaya, etc.	..			4,600	0	0
„ Palitana	..			5,500	0	0
„ Wank	..			3,000	0	0
„ Ghuriyalee	..			1,500	0	0
„ Sumdiyalé and Chabooté	..			675	0	0
Mouza Sajpore Kothré	..			150	0	0
„ Ruttunpore	..			465	0	0

* This Memorandum appears to have been prepared by the Gaekwar towards the expiration of his first farm of Ahmedabad from the Peishwa, but it was not accepted by, or even formally communicated to, the Peishwa till the expiration of the second farm of Ahmedabad in 1814, when the Peishwa resumed the management of his possessions in Kattiawar and Ahmedabad.

On the back of the document from which the translation has been made, Mr. Chaplin, when Commissioner in the Deccan, endorsed the following remarks :—

"From 1790-91 there are no papers relating to Kattiawar in the Duftur till the Arabic year 1203 (A.D. 1802-03), when the Gaekwar having expelled the Peishwa's authority three or four years before, made a distribution of the shares of the two States, as set forth in the within.

"This paper does not appear to have been acceded to or accepted, or even communicated to the Peishwa, until 1215 (or A.D. 1814-15), when the Resident presented it on the agitation of the renewal of the farm of Ahmedabad; and his rights in Kattiawar, when farmed, were entered in the Sunnud at the old rate, 4¼ lakhs."

		The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
		Rs.	a.	p.	Rs.	a.	p.
Pergunnah Kethee, *viz.* :—							
Mouza Ramunke	150 0 0						
„ Chitrao	50 0 0						
„ Umulpore	150 0 0						
„ Vaoree	175 0 0						
„ Varode	125 0 0						
„ Bhonaodura	25 0 0						
„ Durékutee	60 0 0						
„ Rajpeepla	200 0 0						
Kirkol (Sundry)	1,790 0 0						
Mouza Nimbia	200 0 0						
	3,125 0 0	..			3,125	0	0
Mouza Suhujalpore Karewara		..			160	0	0
„ Chotla		..			60	0	0
„ Mehwusa		..			150	0	0
„ Paliyad		300	0	0	150	0	0
„ Soobasra		..			71	0	0
Talooka Drangdra		47,905	0	0	..		
Mouza Anundpoordo Kashee		..			180	0	0
„ Bharla		..			625	0	0
„ Ujmer		..			51	0	0
„ Chohree		..			150	0	0
„ Soodumra		500	0	0	500	0	0
„ Thamulporé		550	0	0	250	0	0
„ Bamhunbaré		..			125	0	0
„ Goodal		..			1,350	0	0
„ Jusdhun		..			900	0	0
„ Sumdiyal		..			550	0	0
„ Kathikoopnee		..			575	0	0
Talooka Bhownuggur		..			70,000	0	0
Mouza Nagnesh		..			700	0	0
Talooka Nimbree, together with the Bhayads		58,606	0	0	2,000	0	0
„ Wudhwan, together with the Bhayads		34,346	8	0	..		
„ Sayula		15,000	0	0	..		
„ Moolee		2,720	0	0	..		
„ Wakaneer		12,549	0	0	..		
„ Choora		10,000	0	0	..		
Kayajiché Kothré		500	0	0	..		
Talooka Lugtarchegavé		3,500	0	0	..		
„ Kothré Sagame, together with the Bhayads		21,025	0	0	..		
„ Khirsura		3,000	0	0	..		
„ Jetpore		34,690	0	0	..		
„ Pithaché Kothré		3,450	0	0	..		
„ Alumdhunyanee, *viz.* :—	Rs. a. p.						
Alumdhunyanee	4,900 0 0						
Mouza Juhur	2,300 0 0						
„ Girmala	275 0 0						
Kirkol (Sundry)	955 0 0						
	8,430 0 0	..			8,430	0	0

					The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
					Rs.	a.	p.	Rs.	a.	p.
Mouza	Jusapoorwa	.	.	.	..			550	0	0
„	Dhusa	.	.	.	..			5,800	0	0
Talooka	Dewanee	.	.	.				1,884	0	0
Mouza	Unchané	.	.	.	..			825	0	0
Talooka	Jadlee	.	.	.	..			2,666	0	0
„	Jaliya	.	.	.	..			2,400	0	0
„	Bajané	.	.	.	14,720	0	0	..		
Mouza	Guriyo	.	.	.	2,000	0	0	..		
„	Punchigaon	.	.	.	..			750	0	0
Talooka	Chuvulchigavé, *viz.* :—									
Mouza	Zoovia	.	.	.	3,323	0	0			
„	Ijpore	.	.	.	403	0	0			
„	Chathlen	.	.	.	438	8	0			
„	Goomanpore	.	.	.	504	0	0			
„	Mahomedpore	.	.	.	286	0	0			
„	Bhakasuné	.	.	.	49	0	0			
„	Paldé	.	.	.	562	0	0			
„	Nudasa	.	.	.	64	0	0			
Visdora		.	.	.	908	0	0			
Mouza	Ratace	.	.	.	31	0	0			
„	Pikélee	.	.	.	162	0	0			
„	Vithlapore	.	.	.	500	0	0			
„	Dekawaré	.	.	.	3,300	0	0			
„	Chunikur	.	.	.	1,375	0	0			
„	Kookwas	.	.	.	2,010	0	0			
„	Puhar	.	.	.	1,325	0	0			
„	Dhudhana	.	.	.	1,810	0	0			
„	Vanota	.	.	.	2,700	0	0			
„	Mugona	.	.	.	300	0	0			
„	Agwa	.	.	.	300	0	0			
„	Kuthosun	.	.	.	175	0	0			
„	Goonjala	.	.	.	75	0	0			
„	Paturee	.	.	.	5,000	0	0			
„	Dhusara	.	.	.	11,700	0	0			
„	Jhijwara	.	.	.	13,500	0	0			
					50,601	8	0	50,601	8	0
	Chulakula	.	.	.	..			2,300	0	0
					5,38,019	8	0	4,09,521	0	0
Mahee Kanta :—										
Mouza	Khureda	.	.	.	..			1,401	0	0
„	Bhadurva	.	.	.	..			9,200	0	0
„	Raniyé, etc.	.	.	.	..			750	0	0
„	Ulcana Thasra	.	.	.	..			3,100	0	0
„	Parvulé and other Mewassee villages				..			6,215	0	0

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Kusba Bala Sinore	..			11,750	0	0
Mouza Itaree	..			50	0	0
„ Uttursoobé, Lowanipore, and other villages	..			2,059	0	0
„ Chipuria	..			1,001	0	0
„ Umripore	..			37	8	0
„ Moondlé	..			205	0	0
„ Udal	..			201	0	0
„ Bhurkoonda	..			131	0	0
„ Pichiyalé	..			244	0	0
„ Kamar Khar	..			125	0	0
„ Ghorasur	..			4,251	0	0
„ Khural	..			3,401	0	0
„ Kutiyalee	..			1,201	0	0
„ Bhayura	..			412	0	0
„ Muhisal	..			1,150	0	0
„ Luvhar	..			2,001	0	0
„ Aharache Muvaré	..			701	0	0
„ Fuloodré	..			550	0	0
„ Puthavud	..			66	0	0
„ Vaghut	..			34	0	0
„ Baghdol	..			75	0	0
„ Ruttunpore	..			75	0	0
„ Khanpore	..			501	0	0
„ Dhursanechowchale	..			976	0	0
„ Baroda	..			198	0	0
„ Bardolee	..			442	0	0
„ Shulmee	..			275	0	0
„ Shamilgnee	..			100	0	0
„ Kurjohara	..			150	0	0
„ Watwa	..			126	0	0
„ Irdar	..			275	0	0
„ Wasna	..			6,166	0	0
Wasna Vursor	..			3,151	0	0
„ Pithapore	..			11,501	0	0
„ Mansé	..			15,454	0	0
„ Limbora	..			370	0	0
„ Soonachemuvasé	..			51	0	0
„ Hursol	..			2,084	0	0
„ Purantee	..			1,751	0	0
„ Mungoree	..			150	0	0
„ Manpore	..			686	0	0
„ Satwa	..			800	0	0
„ Umliyaré	..			151	0	0
Talooka Hudooré	..			92,221	0	0
„ Amulgur, Hattees villages	..			16,408	0	0

	The Sircar's (Peishwa's) Share.	The Gaekwar's Share.
	Rs. a. p.	*Rs. a. p.*
Mouza Walasun	..	431 0 0
„ Hurole	..	175 0 0
„ Dhurwaré	..	4,816 0 0
„ Datar	..	3,201 0 0
„ Soodasuné	..	1,300 0 0
„ Kajarjé	..	14,184 0 0
Talooka Chuvulchigaon	..	3,787 0 0
Mouza Kutoosun	..	2,027 0 0
Talooka Pahlunpore	15,000 0 0	35,901 0 0
Mouza Burumwaré	..	131 0 0
„ Oomété	..	15,001 0 0
„ Unugre	..	301 0 0
„ Kaoree	..	100 0 0
„ Bhanpore	..	40 0 0
Mewassee villages of Mouza Nuryad	..	4,100 0 0
Kamvachapoora	..	353 0 0
Mouza Dueethan	..	7,501 0 0
„ Golve	..	2,518 0 0
„ Sarod	..	2,025 0 0
„ Veerpore	..	2,990 0 0
„ Almelee	..	1,600 0 0
	15,000 0 0	3,00,622 0 0

	Rs. a. p.		
Kitta Jumma, *viz.* :—			
The Sookree, Beenee, Bandaree, Furmas, Dundpoorohé, etc., of Mahee Kanta, levied by Hursing and others, as per accounts of Sumwut 1853 (A.D. 1796-97)	25,518 12 0		
The Beenee and Bandaree of Prant Kattiawar levied by Sheoram Jugdeesh, as per accounts of Sumwut 1854 (A.D. 1797-98	12,101 0 0		
	37,619 12 0		
The particulars of the division of this amount are as follows, *viz.* :—			
The Peishwa's share from the amount of Rupees 12,101 from Kattiawar is	6,000 0 0		
The Gaekwar's share, *viz.* :—	*Rs. a. p.*		
Mahee Kanta	25,518 12 0		
Kattiawar.	601 0 0		
	31,619 12 0	6,000 0 0	31,619 12 0
	37,619 12 0		

GENERAL ABSTRACT.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.			TOTAL.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Kattiawar, Jhalwar, Chuval, Jutwar, etc.	*5,38,019	8	0	4,09,521	0	0	9,47,540	8	0
Mahee Kanta	15,000	0	0	3,00,622	8	0	3,15,622	8	0
Beenee, Bandaree, etc.	6,000	0	0	31,619	12	0	37,619	12	0
	5,59,019	8	0	7,41,763	4	0	13,00,782	12	0

* MEMORANDUM.—In the amount of the Peishwa's share from Kattiawar and the Chouth the amount is stated above Rupees 5,38,019-2-0. This is an error in the addition, as the amount is Rupees 4,80,419-2-0.

The Gaekwar's share is also stated Rupees 4,09,521, but this should be Rupees 4,01,091, making *both shares* Rupees 8,81,510-2-0.

For the Mahee Kanta produce a similar error exists, the Gaekwar total there being shown at Rupees 3,37,475-1-0; it should be Rupees 3,58,475-1-0, a difference of Rupees 5,233.

The Arabic year 1215 corresponds with A.D. 1814-15, at which time the farm of Ahmedabad expired and Bajee Rao resumed the management.

BARODA.

APPENDIX No. III.

TRANSLATION of ARTICLES of AGREEMENT between the PEISHWA and DAMAJEE RAO GAEKWAR, dated in the Arabic year 1169. (This was in reality executed by Govind Rao after Damajee's death.)

MEMORANDUM.—DAMAJEE RAO GAEKWAR, etc., etc., Arabic year 1169 (A. D. 1768-69).

ARTICLE 1.

	Rupees
To be taken from the above named Damajee for this year, nuzzur for one year, and for non-attendance of troops in the year 1167, and for the pardon of former offences	25,25,000
Arrears from 1167 (three years) or from Sumwut 1823 to 1825, at the rate of Rs. 5,25,000 per annum	15,75,000
	41,00,000

(then follow the dates of the instalments comprising eight months).

ARTICLE 2.

It was formerly agreed in the time of my father (now in paradise) that there should be paid annually, beginning from the year 1170, in conformity to former custom 7,79,000

The above money, Rs. 7,79,000, shall be taken at the end of the year.

ARTICLE 3.

Every year to serve at the presence with 3,000 horse, and in time of war with 4,000. One person of the Gaekwar's family to remain in winter quarters with the troops, and if it is necessary to go into winter quarters. According to this is agreed.

ARTICLE 4.

You contracted a debt from my late uncle the Bhow during the expedition to Hindoostan * (that debt is now annulled).

ARTICLE 5.

Money is owed (to the Sircar) by Bookun Hurry Dhut on account of the Seringapatam assignment. If you owe him any money, you are to pay it to the Sircar. According to this is agreed.

* This Article is incomplete in the Gaekwar's copy; but the substance appears in the Agreement of 1175.

ARTICLE 6.

You are not to allow any complaint to reach the Sircar from the Dhabarry's wife concerning the Dhabarry's estate. According to this is agreed.

ARTICLE 7.

The following mehals were formerly taken from you :—

1. Bissunpore.
2. Gullay.
3. Mohay.
4. Waghoray.
5. Murollay.
6. Tellarry.
7. Sutteragong.

These seven mehals were taken from you and restored in 1163. What you then gave for Durbar kherch is now annexed to the Sircar, *viz.* :—

The pergunnah of Sutteragong.

Mouzah Dabhol, pergunnah Tellarry.

Mouzah Pasray, pergunnah Tellarry.

Mouzah Pasray, pergunnah Murollay.

The above one pergunnah and three villages are annexed to the Sircar, the rest remains to you. According to this is agreed.

ARTICLE 8.

Half the city of Ahmedabad to the Gaekwar.

(This Article is imperfect.)

ARTICLE 9.

The port of Surat was halved between the Sircar and the Gaekwar. After deducting Rupees 10,000, half of the remainder was paid by the Gaekwar to the Sircar. In 1163 and 1164 it was engaged that the Rupees 10,000 should be halved also ; this engagement is again confirmed. According to this is agreed to.

ARTICLE 10.

The arrears on account of Tellary and other mehals ceded in 1163 Rupees 2,54,000 a year, are remitted from 1164. The money which ought to be paid on this account is excused you. According to this is agreed.

ARTICLE 11.

The private property (wuttun, enam villages, and serinjamee villages) which my uncle Dada Saheb gave to you in the time of your father is confirmed. According to this is agreed.

ARTICLE 12.

The title of Sena Khas Kheyl was given to you in 1163; it is confirmed. According to this is agreed.

ARTICLE 13.

From 1164 to 1170 is to be paid for to the Sircar at the rate of Rupees 5,25,000 a year; if anything remain, it is to be taken by the Sircar. According to this is agreed.

ARTICLE 14.

Of the money you owe to bankers under security, you are to pay two lakhs to Kurvay and other bankers, because many expenses have fallen on you this year. According to this is agreed.

M ELPHINSTONE,
Resident at Poona

BARODA.

APPENDIX No. IV.

TRANSLATION of ARTICLES of AGREEMENT between the PEISHWA and SYAJEE RAO GAEKWAR.

MEMORANDUM.—SYAJEE GAEKWAR SHUMSHER BAHADOOR, Arabic year 1173 (A. D. 1772-73).

ARTICLE 1.

The allowances fixed in the time of Damajee Bawa (now in paradise) for Futteh Sing Rao, Govind Rao, Manajee Rao, Gaekwars, and my other relations, great and small, shall be maintained; but as I have heavy contributions to pay to the Sircar, I shall reduce their allowances in due proportion until the contributions are discharged. Their complaints on this account are not to be attended to by the Sircar; when my debts are paid their old allowances will be restored.

Peishwa's answer.

It is an affair with your relations, therefore satisfy them as you can, without minding a lakh or Rupees 50,000, more or less. If you cannot satisfy them, the above stipulation will be conformed to. According to this be it agreed.

ARTICLE 2.

I shall in all respects conform to your pleasure, do you in all respects bestow your unfeigned friendship on me, and protect me and my government. If I should be molested by any foreign force, you are to send me assistance and protect me. My relations are to receive their allowances and serve my government. You must carry through the protection of me which you have undertaken.

If you will serve the Sircar with fidelity without looking to any other quarter, you shall be assisted against foreign force, sincerely befriended in all other respects. According to this is agreed.

ARTICLE 3.

I have had heavy payments to make to the Sircar. I therefore beg that you will have the kindness to

You demand to be excused service on account of heavy payments, you shall therefore be excused in 1175, or if there

excuse my service for next year. You were good enough to promise me this formerly; let the troops be excused accordingly.

be urgent occasion that year, you must come according to Agreement, and you shall in that case be excused in 1176. According to this be it agreed.

ARTICLE 4.

I have many pecuniary disputes and demands to settle, which I shall proceed to enforce; the people will then complain to the Sircar; you must not attend to them, but send them to me.

No complaints against your enforcing your just demands will be attended to. According to this be it agreed.

ARTICLE 5.

Let Kundee Rao Gaekwar enjoy his old allowances settled by my father (now in paradise), and let him serve my government; let him account to me for the districts of which he is entrusted with the collections. Hereafter let him give up those districts, and enjoying his own allowance serve the State.

Proceed as may have been settled by Damajee Rao; do not vary from it. If you have entrusted the collections of any districts to him, you may manage about them as you please. No complaints will be attended to, and obedience will be enjoined. According to this be it agreed.

ARTICLE 6.

Do not summon me to the presence for two years, for my territory is in disorder and requires to be settled, which cannot be done w thout punishing the turbulent ze indars and cantoning in that quarter. Therefore forbid my coming* "to the Deccan" for two years.

Come to the presence at the end of the year, then such orders as may be expedient will be issued. According to this be it agreed.

ARTICLE 7.

In my share of Guzerat, there are unsubdued places belonging to the Moguls and others. I shall arrange, and by sending some money shall reduce them. Let the Sircar advance no claim to them.

If you settle the districts of your own share, the Sircar will advance no claim. According to this be it agreed.

*(Literally home.)

ARTICLE 8.

His Highness the Bhow advanced some money to me as a loan while on the expedition to Hindoostan; this and old arrears and other trifling items that stood against me in the official papers were excused by the agreement of 1169. Let that be confirmed.

The former release is confirmed. According to this be it agreed.

ARTICLE 9.

The administration of the city of Ahmedabad is equally divided; let both parties manage the collections with the participation of my officer according to former Treaties; this was agreed to in 1163 and 1164 and confirmed in 1169. Let it be observed.

The above engagements are now confirmed. According to this be it agreed.

ARTICLE 10.

My private estates, enam villages, and serinjamee villages were granted to me in the time of His Highness Nana Saheb by His Highness Dada Saheb. They were confirmed to me by Your Highness in 1169. Let those grants be observed.

The above grants are now confirmed.

ARTICLE 11.

On the Peishwa's part.

It was formerly settled that half of the new mehals taken by Damajee Gaekwar should be given to the Sircar and half to you, and that a Karkoon should be sent with you from the Sircar, in concert with whom the gross collections should be ascertained and two papers drawn up, each containing a list of half the mehals of these divisions; the Sircar was to take one and to have possession from the year 1170. The arrears of the revenue of the said half of the mehals up to the end of 1169 was excused to you. To the

above effect was settled in one of the Articles of the former Agreement, but this article has never been acted on. Last year one lakh of Rupees was taken from you on the general account, and this year you have agreed to pay Rupees 25,000; therefore, next year, when Futteh Sing Rao Gaekwar comes, this matter shall be discussed, and whatever is settled then shall be acted on.

ARTICLE 12.

No more complaints are to reach the Sircar from the Dhabarry's wife on account of the Dadaby's estates, which were entrusted to you.

ARTICLE 13.

You have settled to pay Gopaul Naik Tambeekur's debt by instalments; the payments must positively be made as they fall due. According to this be it agreed.

ARTICLE 14.

Let the tribate for this year, amounting to Rupees 7,79,000, be paid by instalments. According to this be it agreed.

ARTICLE 15.

By the Gaekwar.

If Futteh Sing Rao, Govind Rao Gaekwar, Manajee Gaekwar, and Mooarjee Gaekwar act with due regard to me, it is well, but if they should become disaffected and should stand up to oppose me, I shall punish them as my own people; if any of them should complain to the Sircar and tempt it with bribes, the Sircar must not take their part; and if without appealing to the Sircar they create disturbances, the Sircar shall afford me assistance to punish them,

Peishwa's answer.

If you observe your agreements with your relations, and they notwithstanding behave ill to you, or endeavour to stir up troubles in your State, you may punish them, and if you cannot do it yourself and want aid from the Sircar, you shall be assisted. I will not give way to the temptations they may hold out. According to this be it agreed.

and, without being seduced by considerations of profit and loss, it will give them their own allowance and make them serve my government as before. It must not support them.

ARTICLE 16.

When I am occupied by any important affair in my own dominions and shall send any other person to serve, you must be content with his service and show favour to him.

When any important affair in your own country renders it actually impossible for you to attend the service of the presence, you will send Govind Rao Gaekwar to serve with your contingent.

ARTICLE 17.

On account of heavy payments it is agreed that my old creditors, my farmers of the revenue, who are guaranteed by the Peishwa and all my other creditors, shall forbear to claim their money for five years.

The bankers whose debts I have guaranteed are to be paid from this year upwards according to their instalments, so as to be paid off within four years, and their bonds made over to the Sircar; when the guaranteed debts are paid, the old debts are to be paid at the rate of two lakhs a year.

ARTICLE 18.

You are not to attend to my relations, servants, or agents who may bring forward complaints against me, but to make over my own (people) to me.

According to the above shall be done. According to this be it agreed.

ARTICLE 19.

Let Govind Rao take what His Highness settled for him last year and serve my State. Let him deduct from the sum settled the revenue of the village of Padree, which is in his possession, and balance, or if that is not agreeable to him, let him give up the village, and I will pay him the whole sum settled in money.

It was settled that the abovenamed should receive two lakhs a year including Padree, and let the abovenamed serve the presence. According to this be it agreed.

ARTICLE 20.

Futteh Sing Rao Gaekwar is to administer the whole State and all to obey his orders and serve the State as he shall direct.

According to the above be it agreed.

ARTICLE 21.

An allowance of Rupees 9,000 is assigned to me from the Sircar; let it be given to any person to whom I shall assign it.

It cannot be.

ARTICLE 22.

Half of the port of Surat belongs to the Sircar and half to me for one year; half of what remains, after deducting Rupees 10,000, was given. It was formerly agreed that in the years 3 and 4 the Rupees 10,000 should also be divided; let that be conformed to.

It was formerly agreed to; half the collections are to be yours and half mine. According to this be it agreed.

ARTICLE 23.

The arrears of the revenue collected from Tellarry and other mehals from 1164 were excused me in 1170; let that release be adhered to.

It was formerly settled that you should be excused from 1164. According to that let it be agreed.

ARTICLE 24.

The following mehals were formerly taken from me:—Bissunpore, Murollay, Gullay, Tallarry, Mohay, Waghoray, and Sutteragong; these seven mehals were taken by the Sircar and restored to me in 1163: what I then gave as Durbar kherch was annexed to the Sircar, namely, Pergunnah Sutteragong, the village of Dabhole (Pergunnah Tellarry), Pasray (in ditto), Pasray (in Pergunnah Murollay). All besides that one pergunnah and three villages were restored to me. All this was agreed in 1169; let it be observed.

It is now confirmed.

ARTICLE 25.

By the Peishwa.—Every year to serve at the presence with 3,000 horse and 4,000 in time of war. One person of the Gaekwar family to remain in winter quarter with the troops, if it is necessary.

ARTICLE 26.

Money is owed (to the Sircar) by Bookhun Hurry Dhut on account of the Seringapatam assignment. If you owe him any money, you are to pay it to the Sircar.

ARTICLE 29.

Govind Rao's allowance—

		Rupees.
For 1172		2,00,000
For 1173		2,00,000
Total		4,00,000
Deduct by the Statement of the Gaekwar's ministers—	Rupees.	
For Padree	1,00,000	
For clothes furnished through Gopal Naik Taunbeekur	25,000	
		1,25,000
Balance		2,75,000

To be paid in Aswin Soodh	1,00,000
In the end of Maugh	50,000
In the end of the year	1,25,000

The whole 2,75,000 to be certainly paid as above.

According to this be it agreed.

ARTICLE 28.

Receipts for the payment of some of the barauts (drafts) on you between the years 1163 and 1166 have not yet been furnished; they must be furnished.

17th Jemmudee-ool-Akhir 1173.
Bhadurpud Maus at Poona.

Peishwa's ratification.—According to these 27 Articles be it agreed.

M. ELPHINSTONE,
Resident.

BARODA.

APPENDIX No. V.

MEMORANDUM relating to FUTTEH SING RAO GAEKWAR, 1178, Arabic year (A. D. 1777-78).

ARTICLE 1.	*Peishwa's answer.*
The Sircar must not take part with Govind Rao Gaekwar. If he should leave Ahmedabad and come to the presence, he is to receive the sum of Rupees 50,000 formerly settled for him by Rao Saheb, now in paradise (Mahdoc Rao).	He shall be assigned a jaghire of Rupees 3,00,000 in lands chosen by the Sircar, and shall serve with 500 horse whenever he is ordered.
ARTICLE 2	
The Sircar fixed an allowance of Rupees 30,000 for Kundee Rao Gaekwar, and he was to serve with 500 horse whenever I choose; let a letter be given to enforce this.	Let the former agreement be conformed to.
ARTICLE 3.	
It was formerly agreed that Kundee Rao Gaekwar should account for the collections of all my lands entrusted to him in Camawis (over and above his jaghire of Rupees 30,000), and also for the tribute he levied on Edur and other places; he has paid me Rupees 50,000; let him pay the rest.	You shall have a letter directing you and him to adhere to old engagements and to settle equitably.
ARTICLE 4.	
If any one calumniates me, do not believe him.	I will not without reason.
ARTICLE 5.	
I have always had possession of the Dhabarry's estate; let me have it still.	The estate that was entrusted to you has been given to the right owner; say no more about it.

ARTICLE 6.

Let me have entire possession of the villages of Narrayengunge, Taimbee, and Oomercare, in the pergunnah of Wun, of which I am Potail.

Rejected.

ARTICLE 7.

Maharood Ram Chunder has a serinjam from the Sircar and from you; let it be continued to him.

ARTICLE 8.

Let the title of Sena Khas Kheyl be conferred on Futteh Sing Rao.

The title of Sena Khas Kheyl shall be conferred on Futteh Sing as above.

ARTICLE 9.

You formerly engaged to serve with your troops; do so.

ARTICLE 10.

Let Madhajee Bullal exercise his office of Furnaveese according to former practice.

ARTICLE 11.

The Sircar ought to give me an indemnity for the five lakhs of country ceded to the British. It has only given Sowlee; let it give the rest.

Rejected.

ARTICLE 12.

Let the other Articles formerly settled in the time of my father Rao Saheb, now in paradise, be confirmed.

ARTICLE 13.

There are many debts, old and new, to bankers and farmers of the revenue owed by the (Gaekwar's) chiefship, and much distress on account of arrears due to troops; the country also is undone by internal disorders; the government must

Let Ballajee Naik Beera and Gopal Naik be paid, and the rest may be paid by degrees.

therefore prohibit all persons from demanding their money till the country recovers and the chiefship is restored to vigor, after which all that can be done will be done.

ARTICLE 14.

Let a letter be written to Amrut Rao Appajee to admit the Gaekwar's administration in Ahmedabad as heretofore.

Do you send a respectable Comaisdar to the city, and Amrut Rao will admit your administration as heretofore. A letter will be written to him to that effect.

ARTICLE 15.

In addition to all this, if any of my relations come to the Sircar let them not be supported.

If you maintain your relations as formerly, they shall not be listened to by the Sircar.

ARTICLE 16.

Let Govind Rao be sent to the presence; Let Gunnesh Eshwunt bring him; a letter will go direct to the abovenamed desiring him to come to the presence.

Agreed.

ARTICLE 17.

If Govind Rao Karkoon send troops, let him be forbidden, and if any Silladars attempt to go to him from the Deccan, let them be checked and detained.

An injunction to that effect will be issued.

M. ELPHINSTONE,
Resident at Poona.

Dated Rejeb 22nd, 1178.

MEMORANDUM relative to FUTTEH SING RAO GAEKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, Arabic year 1179 (A. D. 1778-79).

ARTICLE 1.

The Sircar is not to assist Govind Rao Gaekwar. He is to be brought from Ahmedabad to the presence, and when he arrives there he is to

Peishwa's answer.

The Article entered into on this subject last year, 1178, to be conformed to,

receive the allowance of Rupees 1,50,000 settled by the late Rao Saheb, and to serve whenever he is ordered with 50,000 horse.

ARTICLE 2.

The British have come with battalions into the neighbourhood of Surat, and are going to disturb the country. If I fall out with them, the Sircar is to assist me, and the Chief of Ahmedabad is to join me.

If the British are false to you, you shall be assisted.

ARTICLE 3

I was last year admitted by the Sircar into the administration of Ahmedabad, but the Chief of Ahmedabad did not conform; let the administration now be put into the old train, and let a Hoojra of the Sircar's be sent to put my officer in possession.

A letter shall be written to the Umuldar to admit your administration.

ARTICLE 4.

If any one should misrepresent me to the Sircar, they are not to be attended to.

They shall not be listened to, if they are in the wrong.

ARTICLE 5.

Let me have a grant of the whole of the villages of Narayengong and Oomercare, in the Prant Wun, of which I am Potail.

Rejected.

ARTICLE 6.

The same as Article 3rd of the Agreement of 1178 (except that 2,00,000 is mentioned instead of 3,00,000 about Kundee Rao).

The same as before.

ARTICLE 7.

The same as Article 17th of the Agreement of 1178 (about Govind Rao).

The same as before.

ARTICLE 8.

By the Peishwa.

Whatever money you shall appear to have collected from the Sircar's hands you are to repay.

ARTICLE 9.

An indemnity ought to have been given by the Sircar for the five lakhs of country ceded to the British; of this the pergunnah of Sowlee only has been given, and the rest was last year promised by Mahdoo Rao Sedasew to be given as soon as an answer should come from Calcutta; but it has not been given; let it be so now.

This will be enquired into when Antajee Naik shall come to the presence and steps taken in consequence.

ARTICLE 10.

Govind Rao is at Ahmedabad, and is always creating disturbances, whence it is necessary for me to keep up my troops all the year, by means of which the principality is ruined. If the said person be called to the presence, the distractions in the country will abate, and I, having discharged my extra forces, will attend and serve the State with my regular annual contingent.

This matter shall be arranged.

ARTICLE 11.

My father (now in paradise) settled an allowance on Kundee Rao Gaekwar who was to serve with 500 horse; this was enjoined him last year, bu the has not conformed to it; let a Hoojra and a Karkoon now be sent to have things settled on the old footing. He pays no share of the money given to the Sircar; theresore from this year forward let him have only Rupees 2,00,000.

Adhere to the former Agreement.

ARTICLE 12.

If any of my relations come to the Sircar, do not support them.

Do you maintain them, small and great.

ARTICLE 13.

The same as Article 13 of the Treaty of 1178.

Let Ballajee Naik Beera, Gopau Naik and Krishna Naik Kurvay be paid now, and the other bankers may be paid by degrees.

ARTICLE 14.

Let the Dhabarry's estate remain with me as before.

Rejected.

ARTICLE 15.

If my Silladars make false statements to the Sircar and ask assistance, do not attend to them.

I will not hear them if in the wrong.

ARTICLE 16.

Let Govind Rao Gaekwar be brought to the presence

On a fit occasion he will be summoned.

ARTICLE 17.

Banker's security must be given for the money engaged for; therefore Gunneshram, Narrayen, and Gopaul Rao Ram Chunder shall set out for Guzerat on the full moon of Cheiter Soodh; they will be fifteen days on the road, and on the 8th, after their arrival, they are to send by a kossid an acknowledgment of the debt under Futteh Sing's hand, and in eight days more a banker's security bond must arrive. Let Antajee Nagaish soon arrive.

M. ELPHINSTONE,
Resident at Poona.

Dated the 17th Rubee-ool-Awul, 1179.

BARODA.

APPENDIX No. VI.

MEMORANDUM relative to FUTTEH SING RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, 1182 (A. D. 1781-82).

ARTICLE 1.	*Peshwa's answer*
In the time of His Highness Rao Saneb, now in paradise, an agreement was entered into; according to it let both parties proceed and not deviate from it.	The agreement made in the time of my late father Madhoo Rao shall be adhered to.
ARTICLE 2.	
My estates Mokassa and Domelee villages, etc., have been sequestrated by the Sircar; let them be released and continue undisturbed in future.	Your estates Mokassa, Domelee villages, etc., shall be continued to you as before.
ARTICLE 3.	
Let the villages, houses, etc., belonging to my Silladars, Bargeers, and Karkoons which have been sequestrated be restored, and let them go to and from without obstruction and let their property which has been seized be restored.	The villages, houses, etc., belonging to your Silladars and Karkoons that have been sequestrated shall be restored.
ARTICLE 4.	
Let my title remain to me as it is, and let Govind Rao Guikwar, who has come to the presence, remain as he is; let him receive the same allowance as he did in His Highness Rao Saheb's time until the difficulties of my principality shall be surmounted.	All this has been promised before and is now confirmed.
ARTICLE 5.	
The British having taken my district (Surat Attaveessee, etc.), gave me an indemnity in the Sircar's country at Ahmedabad and elsewhere;	According to former agreement, let the Sircar restore you your lands, and do you restore the Sircar's lands, including Ahmedabad.

therefore, when a Treaty is made with the British, let them be made to restore my lands, and let the Sircar take its lands I will not oppose the pleasure of the Sircar; be so good as to continue mine to me.

ARTICLE 6.

Let the five lakhs of country the English formerly took from me be restored when a Treaty is made.

When there is a negotiation for a Treaty with the British, your lands will be negotiated for.

ARTICLE 7.

You must not interrupt the construction of the temple of Chundoba, which I am building at Neemgong.

It shall not be obstructed by the Sircar.

ARTICLE 8.

I have accounts to settle with Antajee Naik, Govind Gopaul, and other new people. I shall proceed to do so; let not the Sircar take their part.

You may settle your fair claims on Antajee Naik and Govind Gopaul. The Sircar will not support them.

ARTICLE 9.

I owe a great deal of money to different people, and when my State gets over its difficulties, I will pay them by degrees. Let not the Sircar take their part, so as to trouble my Government.

Pay the bankers to whom you owe money by degrees.

ARTICLE 10.

With respect to my arrears of tribute and the service of my troops, His Highness Dada Saheb sent Govind Rao Guikwar into Guzerat, where he seized on the country and none of the revenue came to me, and I was involved in arrears to troops and other difficulties. After this His Highness Dada Saheb came and I did not join him, but stood firm to the Government and served with Hurry Bullal. When Hurry Bullal returned to the

Your tribute and the service of your troops up to this time shall be excused.

Deccan, the British defeated me, took money from me, and completely ruined my principality, so that I contracted great expenses for troops. On this account let my arrears of tribute up to this day and the service of my troops be excused.

ARTICLE 11.

The invasion of the British obliges me to pay and keep my troops for the defence of my principality; therefore, until that calamity is over, I can neither serve by my troops nor in person, but I shall remain faithful to the Sircar.

Remain in that quarter faithful to the Sircar until the war with the British shall be over.

Peishwa's confirmation.—The above eleven Articles are agreed to, and separate paper of accounts is given to you; according to it do you by all means pay the money at the times fixed and remain faithful to the Sircar.

M. ELPHINSTONE,
Resident at Poona

Dated Jemmadee-ool-Akhir, the month of Jesht, 1182.

Translation of a Memorandum accompanying the accounts for 1182.

MEMORANDUM.—Futteh Sing Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor 1182, Sumwut 1838.

You are indebted to the Sircar for its tribute, but you have represented that owing to the disturbances of the British your revenues do not come in and your country has suffered greatly, on which account the payment of the tribute has been fixed in the following manner:—

Rupees 4,00,000.

(Then follow the instalments.)

M. ELPHINSTONE,
Resident.

BARODA.

APPENDIX No. VII.

MEMORANDUM regarding GOVIND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated in the Arabic year 1194 (A.D. 1793-94).

The titles of Sena Khas Kheyl Shumsher Bahadoor and the serinjam were formerly assigned by the Sircar to Manajee Rao, and he having died, the said titles and the serinjam and country, forts and garrison, which were formerly granted by the Sircar, are from this year granted to the abovenamed. The following are the pecuniary and other terms that have been settled on that account :—

Imprimis.—In consideration for his title, lands, etc., he the said Govind Rao is to pay the sum of Rupees one crore and one.

For annual tribute, including compensation for military service from 91 to 93 *viz.*, for three years, Rupees 43,62,000, being at the rate of Rupees 14,54,000 per annum ; for his titles and lands the tributary gift of Rupees 56,38,001, the total Rupees 1,00,00,001.

2nd.—That various sums being due from the deceased Manajee Rao, some having been paid, upon the receipt of Rupees 20,00,000, all demands are to cease upon Govind Rao.—Agreed.

The above sum of Rupees one crore twenty lakhs and one is to be paid, in the following way, namely : Govind Rao makes oath and swears that upon his arrival at Baroda he will, without any deceit or menta reservation, make over whatever money, jewels, and clothes may be in the treasury of that fort as part payment, and the remainder to be liquidated without fail before the Dussera next year.—Agreed.

Three thousand horse are to be maintained by him for the public service, and in case of necessity these are to be increased to 4,000, and if it be further required he is to add there his own personal services on the spot, and to obey all the orders of his superior. Should the troops not be kept up, he is to pay annually the sum already mentioned.—Agreed.

Of the debt due by you to Ballajee Naik Beera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated.—Agreed.

The district of Soorlee, which had been given to Futteh Sing Guikwar as an indemnity, is to be restored.—Agreed.

Whatever money, jewels, or clothes may be sent are to be estimated according to their real value.

The establishments of the families of Mulhar Rao Guikwar and Syajee Rao Guikwar are to be maintained according to their rank, so that no complaint reach the Sircar.—Agreed.

Madhajee Bullal was the Furnavecse of your principality ; he is dead ; his son Vishnoo Mahdoo is appointed in his room ; let him receive the pay and fees of his office according to former practice.

Whatever may have been agreed upon between the late Peishwa Mahdoo Rao and the Guikwar family is to remain in force.—Agreed.

The city of Ahmedabad, which has relation to both parties, to be regarded as if it was settled at the time of Mahdoo Rao. If any innovations have been made on the part of the Guikwar without the Peishwa's consent, they are to be abolished. —Agreed.

You are to pay to the bankers of Poona by degrees the sums due by you to them, for whom the government is security.—Agreed.

You are punctually to fulfil (every year) your annual agreements with the government, namely, the yearly gift of Rupees 7,79,000, and if your troops are not required, Rupees 6,75,000, in total Rupees 14,54,000 ; after having paid up the sum total of the tributary gift, you are punctually to settle your yearly accounts. —Agreed.

The government having bestowed these honours on you, on your part you are to behave with fidelity and carefully to perform all your engagements with it.—Agreed.

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses.—Agreed.

If you have any choice jewels, you are to send them to me to the amount of one lakh of Rupees, each being estimated at its intrinsic value over and above what has been named.—Agreed.

You are to pay back to bankers the lakh of Rupees (together with the interest due) advanced to you by the Government.—Agreed.

Rubbee-ool-awul 29th in the Hindoo year 1194, A.D. 1793.

TRANSLATION.

MEMORANDUM of the annual payments to be made by GOVIND RAO GUIKWAR (whose title is) the powerful Commander of Armies, in the year 1198, or A.D. 1797.

Due in the year 1194 A.D. 1793, Rupees one crore twenty lakhs and one, namely :—

IN LIEU OF MILITARY SERVICE.

	Rs. a.	Rs. a.
From the year 1191 to 1193, *i.e.*, for three years, being at the rate of Rupees 14,54,000 per annum	..	43,62,000 0
For his titles and lands the tributary of	..	56,38,001 0
		1,00,00,001 0

	Rs. a.	Rs. a.
2nd.—That various sums being due on account of nuzzur and other annual payments from the deceased Man Sing Rao Guikwar, it was agreed to pay in discharge of them . .	..	20,00,000 0
Due for the last four years, *i.e.*, from 1194 to 1197, inclusive . .	..	58,16,000 0
Being for the tribute gift	7,79,000 0	
For Military service of 300 horse, according to an agreement, by which, if they are not required, money was to be paid per annum	6,75,000 0	
	14,54,000 0	1,78,16,001 0
Of which the following sums were discharged, namely:—		
In the years 1195 and 1196, through Hurry Bhukhtee at one time for payments in the following manner:—		
To the payment of different creditors belonging to the Sircar in money	16,50,275 0	
In discharge of a debt to Hurry Bhukhtee . . .	1,25,000 0	
In presents from the Sircar to the Guikwar's vakeel . .	9,500 0	
In discharge of a debt to Bickajee Ram Chunder . .	10,00,000 0	
In specie	7,15,225 0	
		35,00,000 0
In the year 1196 the sums below mentioned were paid, on the days also below mentioned, in the Treasury of the Sircar, namely:—		
On the 25th of Jemmadee-ool-Awul	25,000 0	
„ 11th of Rujjub	80,000 0	
„ 9th of Shabun	25,000 0	
Also payment to certain creditors of the Sircar . . .	6,25,000 0	
		17,00,000 0
In the year 1198, on the 11th of Suffer, for the expenses of the army of Dowlut Rao Scindia, for which a receipt ought to have been given	..	25,00,000 0
Paid to the creditors of the Sircar through Raojee Appajee in the following manner, namely:—		
To Mahadajee Anund Beeree, on the 17th of Rujjub 1198, in part of one lakh due to him by the Sircar for the expenses of his troops	25,000 0	
To Rago Bissonath Gorbalee, in part of 5 lakhs due to him by the Sircar for the daily pay of his troops . . .	50,000 0	
To Venace Anund and Luchmon Vitul, by a draft, dated 15th Jethy 1198, in part of Rupees 1,75,000	25,350 0	
To Mahadajee Kumaleh	141 0	
To Sumbajee Sutwa	121 0	
Also to the people employed in the arsenal in part of Rupees 50,000 due to them by the Sircar on the 5th of Shabun 1198	500 0	
		1,01,112 0
To a payment made to Gunesh Antajee, a Salledar Karkoon, in consequence of a representation of Raojee Appajee . .	..	9,000 0
For the food and expenses of the troops of body, which were sent under Gunesh Sumbajee, a Salledar Karkoon, for the purpose of carrying money, which was paid in the following manner, *viz.*:—		
To Cundee Rao Bullal, for the troops of the Body Guard .	10,998 4	
To Myrallee Pygoora, also for other expenses of the Body Guard	11,774 8	
To Gunesh Sumbajee and the following servants: Syajee Jadoo, Jawajee Bandarah, Jomajee Naij, Imaum, etc. .	237 8	
		23,100 4

	Rs. a.	Rs. a.
There remains to be paid—		
Remitted on account of the misfortunes that befell the Guikwar, as represented by Raojee Appajee, from the many tributary gifts that were presented in the time of Maun Sing Rao and since then Guikwar to the government .	60,00,000 0	
There remains therefore, in fact, only the sum of . . .	39,82,789 0	
		99,82,789 0
		1,78,16,001 0

It was therefore determined that in the year 1199, Rupees 19,91,001 was to be paid in the following year, namely :—

	Rs. a.	Rs. a.
To Ram Chunder Naig Wanoolee's draft, dated the 6th of Zelletty 1197, which was included in the general account under his name on the 17th of Suffer 1198, and was comprehended in the debts due to the Soucars—		
Through Hurry Bhukhtee 15,00,001 0		
„ Dyaram Jhoorhee 2,00,000 0		
	17,00,001 0	
A draft will be given in discharge of debts due to Hurry Bhukhtee Soucar, which must be paid	1,50,000 0	
To Mahadajee Anund Bheeree, for the expenses of the Army .	75,000 0	
And to whomsoever the government may give bills, the amount is to be paid off	66,000 0	
		19,91,001 0
Then there remains to be paid .	..	1,99,178 0
		39,82,789 0

Which remainder is to be paid in the year 1200 without fail.

According to the agreement by which you are expected to keep ready at all times for the field 3,000 horse, and in case of need 4,000, and you are to be there in person in case of greater necessity, and if there was an employment for the troops, they should obey any orders they should receive. Should the troops not be required, they should pay the sum already mentioned.

The city of Ahmedabad, which has relation to both parties, is to be regarded as it was settled in the time of Madhoo Rao. If any innovations have been made on the part of the Guikwar without the Peishwa's consent, these are to be abolished.

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses.

The Sircar lent you one lakh of Rupees through bankers, which should be paid with interest when drafts were issued, as was agreed upon in the year 1194 ; that agreement was not fulfilled. Let the lakh of rupees, with interest, now be paid to whomsoever may receive drafts.

Mudhajee Mulhar formerly held the office of Furnaveese to the Guikwar ; he is since dead, and the Sircar engaged that the office should descend to his son Vish-

noo Madhoo. The usual salary and Carcoonee are required for him, all which was formerly settled by agreement.

You are to pay to the bankers of Poona by degrees the sums due by you to them, for which the government is security.

It was formerly agreed that the Guikwar should present to the Sircar jewels to the value of a lakh of Rupees, exclusive of the money already claimed, but this has not been done ; jewels which are *bona fide* of that value are now required.

Of the debt due by you to Ballajee Naig Bheera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated. This is now demanded.

The establishment of the families of Mulhar Rao are to be maintained according to their rank, so that no complaint reach the Sircar.

This was written on the 10th of Shabun 1198 (A.D. 1797).

BARODA.

APPENDIX No. VIII.

TRANSLATION OF A SUNNUD FROM HIS HIGHNESS THE PEISHWA TO THE GUIKWAR GOVERNMENT.

After the usual compliments.—From Bajee Rao Raghonath Purdhan, to Bhugwunt Rao Guikwar, dated in the year 1205.

You have at present the management of the talook of Ahmedabad in the province of Guzerat, north of the Mahee river, and it is now conferred upon you for ten years, *viz.*, from the commencement of the present year 1205 to the end of the year 1214.

The annual jumma of the abovementioned talook is as follows :—

	Rs. *a.*	*Rs.* *a.*
The city of Ahmedabad :—		
Aain jumma, Sewaee jumma, etc.	1,46,010 11¼	
Monthly pay for Sebundy to be paid by the Guikwar, at Rupees 6,000 per month	72,000 0	
		2,18,010 11¼
The pergunnah of Vellaud	..	3,54,952 0
The pergunnah of Beerungaon and Gogeh . . .	2,50,720 15	
Deduct for the three villages of Gogeh, Rampore, and Choora, ceded to the Honorable English Company .	5,000 0	
		2,45,720 15
The pergunnah of Duskooree	..	1,04,350 0
The pergunnahs of Toseer, Tamneh, etc., mehals, *viz.* :—		
The pergunnahs of Toseer, Tamneh, Burrasinore, Veerpore, Mundabad (it is not clear whether this is intended for Mohummudabad or Mahmoodabad), Antrolee, independent of Sebundy and Domalehgaon .	..	1,15,001 0
The pergunnahs of Purratee, Mondasih, and Hursool, independent of Sebundy	..	14,876 0
The tannah of Mandul in the pergunnah of Beerungaon	..	3,781 14
The pergunnahs of Palunpore and Goleh	..	44,600 0
The pergunnahs of Cambay and Dundookeh, and the villages of Gogeh, Rampore, and Choora, *viz.* ;—		
Ceded to the Honorable Company	1,65,000 0	
Charitable donations	3,669 0	
		1,68,669 0
Collections made by the manager when he moves through the districts	20,131 10	
The countries of Kattywar, Sorut, etc., *viz.* :—		
The talooks of Sirdar and Rajkoteh (exactly so in the original)	19,069 0	
The district of Ardsee and Kotra	6,926 0	
The talook of Jusdhun	1,000 0	
The „ of Sautlee	1,001 0	
The „ of Buddalee	501 0	
The „ of Baubra	1,301 0	
The „ of Norva Nuggur	33,878 0	
The „ of Cheetul	15,425 0	

	Rs.	a.
The talook of Bautwa	22,591	0
Poorbunder	7,200	0
The talook of Drafeh	1,001	0
The „ of Gorul	43,500	0
The „ of Joonagurh	9,500	0
The village of Koojnee, belonging to Kantyas	225	0
Gram and forage collections in the talook of Dhrole, belonging to the pergunnah of Nowanuggur	3,001	0
The talook of Durwa	2,500	0
The „ of Kotra	1,500	0
The „ of Kaukwar	7,002	0
The „ of Kurraree	4,101	0
The „ of Kuddolneh	2,001	0
Detached villages, Kurserrah, etc., nine villages	2,534	0
The talook of Purjhunee	3,701	0
Villages of the talook of Megnee	1,102	0
The talook of Deheh and Chirkunee	2,750	0
The „ of Seesaleh	700	0
The „ of Dhala and Wauk Sarun	1,500	0
The „ of Kurbajamna	500	0
The „ of Koombooyeh	4,500	0
The talooks of Purdurree and Neekoteh	4,125	0
The talook of Mora	400	0
The „ of Gatka	500	0
The „ of Rayunjlaglut	500	0
The „ of Wussawur	30,000	0
The „ of Sultanpore	3,000	0
The „ of Jayutpore	10,000	0
The „ of Durrehwaul	4,000	0
The talooks of Rajunpore and Mussaga	5,000	0
The talook of Ood Kotah	2,000	0
The „ of Koteeaneh	7,000	0
The „ of Mungrool, including the Bunder	25,000	0
The „ of Cheerwar	10,000	0
The „ of Mudderdeh	2,000	0
The „ of Serwa	1,000	0
The „ of Joomdaup	1,200	0
The „ of Burwallee	5,000	0
The talooks of Jodhpore and Jaubhullee	3,325	0
The talook of Oonadlehwar, including the Bunder	15,000	0

The amount of the following mehals, a share of which only belongs to this State, is not fixed, *viz.* :—

The Bunder of Jug Dwarka—

The city of Joonagurh Sorut, including the mint, judicial fines, foujdaree, kotwalee, etc.

Deewabunder—

The talook of Mohain beyond the Rewa (or Nerbudda).

The „ of Golwar.

The Sircar of Sorut, including Joonagurh, containing 62 mehals.

The talook of Ismaul Nuggur.

The „ of Sooree in Rajwara.

The countries of Cutch, Bhooj, Sindoo Saugur, and Nugger Thutta.
The talooks of Jutwar and Santulpore.
The country of Kaumbyas in Dwarka.
The talook of Danta.
The above twelve talooks belong jointly to this State and that of the Guikwar, and half the amount of the collections are carried to the account of this government.

	Rs.	a.
Exchange on coins and Treasury fees	69,244	6
Established presents from the mehals, etc.	1,63,394	2

	Rs.	a.	Rs.	a.
Jumma under different heads, *viz.* :—				
For different individuals, and exclusive of the settlement			1,275	0
The village of Newapore, also called Ralege, in the talook of Ruttoneh, belonging to the pergunnah of Petlaud	7,000	0		
Deduct amount already included in the jumma of the above pergunnah, under the head of Ain jumma	4,592	8		
			2,407	8
Balance under the head of Sewaee jumma to be added to make up the full amount			26	13
				3,709 0

To be deducted—

On account of Durruckdars, Karkoons, pagodas, charitable donations, Doomaleh districts, villages and lands, etc., *viz.*, Durruckdars and Karkoons.

	Rs.	a.
In the pergunnah Petlaud—		
Gunest Wishwanauth Moojumdar	250	0
Gopaul Poondleek Furnaveese	250	0
Hurry Wishwanauth Futonuveese	300	0
Ram Chunder Bullal, dependent upon Gungadur Abajee	125	0
Ramajee Keshoo	200	0
Junardhun Wishwanauth Gereh, dependent upon Baul Joshee Maulgoodkurr	200	0
The different Karkoons according to the Sunnuds, which shall be granted from the presence	2,160	0
In the pergunnahs of Tosur, Tannah, etc., mehals.		
In the pergunnah of Tosur—		
Abajee Wishwanauth Furnaveese	150	0
Mulhar Syajee Moozumdar	150	0
To different Karkoons according to Sunnud, which shall be granted from the presence	100	0
In the pergunnah of Tannah—		
To Gunput Rao Moreshevur Moozumdar	125	0
To Gunput Rao Jeewajee Furnaveese	100	0
In the pergunnah of Veerpore—		
To the Furnaveese Gundadhar Ramchunder	200	0
In the pergunnah of Burrasinore—		
To Lukshmun Hurry, dependent upon Yedneshwar Diksheet	250	0
To Gopal Krishn Moozumdar	100	0
In the pergunnah of Mundabad—		
To different Karkoons according to the Sunnuds which shall be granted from the presence	150	0
Krishnajee Wishwanauth Moozumdar	100	0
Myput Damodur Furnaveese, dependent on Myaal Gomajee	100	0

	Rs.	a.
In the pergunnah of Unholee—		
To Seoram Gopaul Furnaveese	100	0
To Meeta Laul Royal Peshkar	100	0
In the pergunnahs of Purratee, Mondaseh and Hursool—		
In the pergunnah of Purratee—		
To Baboo Rao Jewajee Furnaveese	100	0
To Ditto Govind Moozumdar	100	0
According to Sunnuds to be granted from the presence, *viz.* :—		
In Moondaseh—		
To Keshoo Ram Moozumdar	150	0
To Govind Hurry Furnaveese	125	0
To different Karkoons	200	0
In the city of Ahmedabad—		
To Mahadajee Bullal Moozumdar and Sayeer Nuwees of the cit	650	0
To Hurry Chintamun attached to the city mint . . .	150	0
To Bajee Bhewrao Subnuveese	256	0
Sree Nowass Sham, Futonuveese	125	0
To Hurry Ram, dependent on the Subnuveese . . .	75	0
To the following persons dependent on Nursing Cundeh Rao, *viz.*:—		
Wasdeo, Lukshmun, Kotwal	350	0
Gunesh Keshoo attached to the public buildings . . .	125	0
Dunker Keshoo, Writer to the Kotwal	150	0
To Antajee Narain Mozumdar, of Kota	250	0
To Suddasheo Seth Kurjeh, of Kota	150	0
To Sreeput Rughonath Takleh, attached to the Sayur . .	150	0
Bapoojee Bullal attached to the mint	300	0
Krishnajee Gungadhur, Examiner of Weights . . .	100	0
Khooshall Chund, Persian Writer	50	0
Chimnajee Narain, Foujedar	150	0
Khundoo Wishwanauth, Moonshee	250	0
Jewajee Sree Newass	300	0
Amrut Rao, Vitul, Dufterdar of the city	300	0
Naro Morashur	200	0
Butchajee Baubjee Furnaveese, attached to the mehal of Kota	250	0
Gungadhur Dondeo	410	0
Gunesh Gobind, Dufterdar	100	0
Ragoo Bhikajee, attached to the Moozumdar	500	0
According to Sunnuds which shall be granted from the presence	3,090	0
In the pergunnah of Dushcoree—		
To Jywunt Eshwunt Furnaveese	100	0
Bapoojee Krishn Moozumdar	233	0
To different Karkoons according to Sunnuds which shall be granted from the presence	500	0
In the pergunnah of Beerumgaon—		
To Kesho Rao Vinkutesh Moozumdar	449	0
Ragonath Wasdeo Furnaveese	2,049	0
Moroo Ram Karkoon, attached to the Moozumdar . . .	100	0
Bhewrao Trimbuck, Dufterdar	300	0
Vusajee Narain, attached to the Furnaveese	75	0
Ballajee Junardhun, dependent on Bhyroo Joshee . . .	100	0
Hurry Gunesh	87	0
To different Karkoons according to Sunnuds which shall be issued from the presence	900	0

	Rs.	a.
Attached to the Suwarree of the Manager—		
Naroo Govind Moozumdar	1,000	0
Purseram Kundehrao, Dewan	500	0
Krishn Rao, Deevajee	1,000	0
Mahadajee Wishwanauth	1,000	0
Sadasheo Yadow, Subnaveese of the fort of Gagel	200	0
Vitul Sadasheo Bukhsee	400	0
Gopaul Bullal, Chitnuveese	400	0
To different Karkoons according to the Sunnuds which shall be issued from the presence	4,600	0
To the following persons from any employment that may be given to them in the city of Ahmedabad or upon the Katchwar Suwarree, *viz.* :—		
Mahadajee Krishn Joshee	500	0
Govind Baboo Rao	300	0
To Bapoojee Autmaram, Wakanuveese, attached to the city on his producing the original Sunnud of the Government	75	0
According to the Sunnuds which shall be issued from the presence, *viz.* :—		
To Nagurdars Goureshunker. Writer attached to the city.	250	0
Ramajee Anunt Rao from Veerpore	100	0
To the following persons :—		
1 attached to the Dewan	875	0
1 attached to the Moozumdar	1,750	0
1 attached to the Furnaveese	2,000	0
In the pergunnah of Goreh—		
To Vidyadhur Jyshunker Wydh	200	0
Gopaul Jewajee Futnuveese	150	0
Ragoo Kesho Tosur Furnaveese	400	0
Total for Dunukdars and Karkoons	34,909	8¾

For pagodas and charitable donations—

For pagodas—

For that in the tannah of Mondal pergunnah—

	Rs.	a.	Rs.	a.
Beerumgaon			653	0
To Sree Dwarkanath, *viz.* :—				
Provisions for strangers	1,000	0		
Religious ceremonies respecting the Toolsee	140	0		
Pay to Goureeshunker, Brahmin	300	0		
For the provisions laid as offerings before the gods (besides Rs. 500 paid by the Guikwar)	500	0		
For provisions to Wamun Indra Samee	250	0		
			2,190	0
For offerings of provisions and clothes and expenses of worship to Sree Som Eshwar of the Kshetra of Prubbas in the country of Sorut, and clothes and provisions to the Brahmin, etc.			1,400	0
Total for pagodas			..	3,655 3
For charitable donations according to the settlement made in the year 1187, of which a detailed statement will be hereafter furnished, and according to which the payments should be made and receipts taken				16,249 2¾

For Domaleh districts, villages and lands—				
Enam in the pergunnah of Dushkoree—			*Rs.* *a.*	*Rs.* *a.*
The village of Wuganez held by Doodhadanee Gosaeen .			1,301 0	
The village Vedulpore held by Vezbhookun . . .			901 0	
The village Koojaul held by the Alee Mahomed Khan .			851 0	
The village of Wurreeaje held by Cazee Roshkeroodeen .			2,101 0	
The village of Meetpore, held by Pranaut Govind Wydh .			200 0	
The village of Wankseon, in the pergunnah of Petlaud, held by Ramsing Borat Bhat			2,250 0	
The villages of Sadehsur and Hurgooreh in the pergunnah of Petlaud, which were held in Serinjami by Vitul Rao Moreshwar, and resumed by the Government, and given in management to Abajee Mahadeo Kateh, *viz.*—				
	Rs. *a.*			
Sadehsur	4,051 0			
Hurgureh	1,216 0			
			5,267 0	
The village of Kunsaree, in the pergunnah of Petlaud, held by Hureshwar, son of Wareshwur Treewaree . .			1,200 0	
The village of Nowapore, called also Raleje, in the talook of Kuttoneh, belonging to the pergunnah of Petlaud, of which half was under the immediate management of the government, and the other half held by Dadabhoy Amil. The whole was given in Enam by Sunnud last year to Choossoojee, son of Jumshydjee . . .			7,000 0	
Enam lands in the pergunnah of Burcomgaon held by Bhowanpooree, son of Seopooree			75 0	
The pergunnahs Dundooka and Cambay and Rupees 5,000 for the villages of Rampore, Choora and Gogeh, ceded to the Honourable Company			1,65,000 0	
		Total Domaleh Rupees .	..	1,86,146 0
Charges under different heads—				
For one elephant attached to the Fillkhanah . . .			1,900 0	
For 104 camels attached to Shootarkhanah . . .			8,710 0	
For 21 horses, attached to the Paga of the Hoozoor, including the horses given as nuzzurs . . .			6,055 0	
For the charges of guns belonging to the Topekhanah .			25,200 0	
For debts payable, *viz.*, an annual payment due to Armert Rao Apajee, son of Apajee Gunesh, who had formerly the management of the talook, in discharge of an advance made by him to government, to be paid according to barauts to be granted from the presence . . .			25,200 0	
		Total .		66,685 0
Durbar kherch				20,000 0
Maharoodrah Ramchunder formerly held in serinjami some villages in the pergunnah of Petlaud, which are to be disposed of according to Sunnuds that shall be granted from the presence				26,000 0
Charges in the city of Ahmedabad—		*Rs.*	*Rs.* *a.*	
Mutsudies of the city, *viz.*:—				
Alee Mahomed Khan, Dewan . . .		1,000		
Lalldass Meeta Laal		150		
Baptee Walah		250		
Cazee Nizamoodeen		1,000		
Nutto Laul Mehta		200		
Mirza Azeez		90		
Hajee Murad		150		
Hur Lall		60		
			2,900 0	

	Rs.	Rs. a.	Rs. a.
Gardens	200		
Sirkarkhanah	80		
Charges of Butkees	100		
Charity	1,050		
Light at pagodas	175		
Religious ceremonies	300		
Public buildings	10,000		
		14,775 0	
			3,68,599 13¾

The above sum, Rupees 3,68,599-13¾, is the amount of deductions on account of Durruckdars, Karkoons, pagodas, charitable donations, Domaleh districts, villages, and lands, etc. Of this, the sum of Rupees 1,86,146 is on account of Domaleh districts, villages, and lands, which districts, villages, and lands are to continue in the possession of those who have hitherto held them.

The balance, Rupees 1,82,453-13¾, is to be paid according to the statement detailed above.

DEDUCTIONS—*continued.*

Pay to the Maamlutdars, revenue charges for Sebundy, extra charges, etc.	..		4,52,629 15
Total deductions	..		8,21,229 12¾
Balance, Rs.	..		10,07,771 3¾

For the above balance of Rupees 10,07,771-3¾, after deducting interest, exchange, and mushaheerah upon the russud, it is now agreed that the annual rent be fixed at four-and-a-half lakhs of Rupees, *viz.*:—

	Rs.
Ain Kussud	3,75,000
Kasgee Untust	25,000
Durbar Kherch	50,000
Rupees	4,50,000

This amount to be paid in the following instalments:—

	Rs.
On the 1st of Srawun Soodh	1,50,000
On the 1st of Pous Soodh	1,50,000
On the 1st of Wyasakh Soodh	1,50,000
Rupees	4,50,000

According to this annual rent of four-and-a-half lakhs of rupees, the amount for ten years, *viz.*, from the commencement of the present 1205 to the end of the year 1214, is forty-five lakhs of rupees, after deducting interest, exchange, mushaheerah on the russud, khasgee untust, and durbar khereh, shall be received as the rent for the above ten years.

From the present year 1205, the annual amount of four lakhs and a half of rupees of the currency of the government treasury is to be paid according to the instalments above detailed for ten years, which will amount to forty-five lakhs of rupees.

Articles for regulating the maamlut, *1st*.—The annual rent of the above mentioned talook for ten years, *viz.* :—

From the commencement of the present 1205 to the end of the year 1214, after deducting interest, exchange, and mushaheerah on the russud, khasgee untust, and durbar kherch, is fixed at four-and-a-half lakhs of rupees, to be paid according to the instalment above detailed, and receipts taken.

Upon the faith of the Honorable Company, the maamlut of the talook has been conferred upon you for ten years at a reduced rent. In consideration of the friendship which subsists between the two States, it is proper that the Company's government should make enquiries respecting the actual jumma of the talook in question, and if it should appear that any increased collections are made, whatever may be the just share of this government must be paid, exclusive of the fixed rent; but if the collections should happen to be less than the fixed rent, you are, nevertheless, bourd to pay to government the four-and-a-half lakhs of rupees, according to the terms above stated, which you have accepted, and without making any representations to government respecting defalcation of revenue.

ARTICLE 3.

Owing to the oppression exercised in the city, by extorting heavy fines, etc., many Sahookars and ryots have left the place. It is necessary that the fines be imposed in an equitable manner, and that there be no oppression in order that the city may be populous.

ARTICLE 4.

It is necessary that attention be paid to encourage the population of the districts of the talook, that the fallow lands be cultivated, that the ryots be not oppressed, and that no injury be done to the government.

ARTICLE 5.

The domalehgaon, charitable donations, allowances to pagodas, etc., to be continued according to former usage.

ARTICLE 6.

The Maamlut has been conferred upon you, and you must exercise it with discretion and propriety, and with due respect to the government.

ARTICLE 7.

The Maamlutdar of the government has hitherto conducted the business of the city in the government cutcherry, and has had the charge of the gates, etc. The business must continue to be conducted in this manner,

ARTICLE 8.

The Guikwar must not erect any great buildings, forts, or thannahs in the talook, the city, or those districts which are held jointly by this State and the Guikwar, which may occasion any inconvenience to this government. The management must be conducted according to former usage.

ARTICLE 9.

In the mint of the city, the gold and silver coins must be coined of the full weight and standard according to the former usage, and without any innovation.

ARTICLE 10.

If complaint should reach the presence of great oppression being committed in the city and districts, and the government should in consequence issue any orders they must be attended to according to propriety.

ARTICLE 11.

Whatever horses and elephants may be given as nuzzurs by the Suwustaneeks and zemindars on account of the Suwarree (or Moolookgeeree) must be sent yearly to the government.

ARTICLE 12.

The Maamlut must be conducted in a manner tending to increase the prosperity of the government.

ARTICLE 13.

The allowances of the Furnaveese, Moozumdars, and Durruckdars and Karskoons must be regularly paid.

ARTICLE 14.

Receipts must be taken for all payments made according to the statement detailed above.

ARTICLE 15.

The Maamlut of the talook in question has been conferred on you for ten years on the terms above stated. You must accordingly pay the rent conformably to agreement. On the commencement of the eleventh year, you must, without any hesitation on account of balances of revenues, advances of money, Sebundy charges, or any other circumstance, deliver over the whole talooka in a populous and well-cultivated state, and the city, the forts, thannahs, etc., with their stores, to whatever Maamlutdar may arrive with a Sunnud from the Sircar, and this is guaranteed by the Honorable Company.

The Maamlut must be conducted according to this Sunnud containing fifteen Articles, and dated the 27th of Jemmadee-ool-Akhir, corresponding with the 2nd October A.D. 1804.

TRANSLATION of a SUNNUD or ORDER FROM BAJEE RAO RAGONATH, the PESHWA, to BHUGWUNT RAO GUIKWAR, dated the 22nd Jilhej, 1219 Hegiree, or 24th March 1805.

Whereas the business of the district of Ahmedabad, in Guzerat, was entrusted to you, and the amount of annual settlement thereof determined, you are in consequence hereby desired to pay the same, on account of this government, and according to the settled instalments to the British Resident on the part of the Bengal Government, who will accordingly make the payment to this Sircar, and receive an acknowledgment for the same.

BARODA.

APPENDIX NO. IX.

RULES FOR THE EXPORT OF SALT BY SEA FROM THE BARODA STATE.

N. B.—The term "Steamers" in these rules included "motor-vessels."

1. The State shall take all proper measures to ascertain the quantity of salt shipped.

2. This quantity shall be shown in the ship's Export Manifest.

3. (*a*) *Vessels lying at anchor.*—(i) If the salt is to be exported in a sailing vessel, it shall be conveyed from the shore to the vessel by lighters or boats in strong bags of uniform size, which shall be tallied on board by a responsible officer and shall be stowed on the vessel intact.

(ii) If the salt is to be exported in a steamer, the salt shall be similarly conveyed to the steamer in bags, but these may be emptied into the steamer's holds after being tallied on board. Where, however, the authorities in the Port maintain a close supervision over the movements of the lighters during their transit from shore to steamer, the condition about bagging may be waived, provided the salt is accurately weighed into the lighters or boats at the shore, or is weighed over a weighbridge if brought on railway trucks.

(*b*) *Vessels loading alongside the quay.*—(i) If the salt is to be exported by a sailing vessel, it shall be loaded and stowed there in bags of uniform size which shall be tallied on board by a responsible officer.

(ii) If the salt is to be exported by steamer, it may be either similarly loaded in bags or brought to the steamer in bags of uniform size, which shall be emptied into the holds after tally or brought in bulk from the works to the steamer where it shall be weighed into the ship over scales or—if brought on railway trucks—over a weighbridge.

4. If the salt is to be conveyed in bulk in the holds of a steamer no hold containing salt shall be loaded with other cargo.

5. The hatches containing bulk salt will be sealed by the Port Officer, Baroda, and shall remain with the seals intact throughout the voyage. Unless the salt is destined for a foreign port, the seals will be broken on arrival of the ship at destination by the proper officer of Customs, to whom a copy of the seal should be sent before the first consignment is despatched so that the seals on the hatches can be checked on arrival at destination. If the salt is destined for a foreign port, the seals shall not be broken until after the vessel has, for the last time in the course of the voyage concerned, passed out of Indian territorial waters.

6. The vessel shall not enter any port in British India *en route* but shall proceed direct to its destination, provided that this rule need not be enforced if the vessel has holds in which the salt can be loaded unmixed with other cargo and the hatches of which are capable of being sealed.

Export of non-duty-paid salt to Bengal and Burma.

7. Provisions as to loading, etc., shall be as above.

8. The salt shall not be loaded except in steamers or sailing vessels of not less than 1,000 tons gross burden.

9. Intimation giving the following particulars :—

Name of vessel and Company (if a liner),
Name of Exporter,
Quantity in Bengal maunds of salt exported,
Destination,
Date of port clearance,

should be sent to the Collector of Customs of the port of import in $\frac{\text{Bengal}}{\text{Burma}}$ and to the Collector of Salt Revenue, Bombay.

10. The Collector of Customs of the port of import in $\frac{\text{Bengal}}{\text{Burma}}$ will notify the Collector of Salt Revenue, Bombay, of the outturn of the salt giving the following details :—

Name of vessel and Company (if a liner).
Name of Importer.
Quantity in Bengal maunds of salt imported.
Date of entry inwards of the vessel.
Date of completing the landing of the salt.

Export of salt to $\frac{\textit{Bengal}}{\textit{Burma}}$ *in vessels of less than 1,000 tons gross and over 300 tons burden.*

Salt shall not be exported to these ports in vessels of less than 300 tons.

11. Provisions as to loading, etc., shall be as laid down in rules 1 to 6.

12. Full duty shall either be recovered, or its recovery secured by the State under the Salt Credit Bond rules. The amount of duty or of the Credit Bond shall be payable to the Collector of Salt Revenue, Bombay, subject to the deduction on account of wastage as provided in rule 14 below.

13. The consignment shall be accompanied by a permit a copy of which shall be sent to the Collector of Salt Revenue, Bombay. The State shall keep such accounts as will enable the Bombay Salt Department to know what quantities are being exported.

14. On receipt of the outturn report from the Collector of Customs of the port of import in $\frac{\text{Bengal}}{\text{Burma}}$ as in rule 10 above, the exporter shall be entitled to a refund of duty on the actual wastage up to 5 per cent. of the quantity shipped, or if he has removed salt under the Salt Credit Bond system he will be allowed a credit to that extent.

15. Shippers will understand that accommodation at the Golas will only be obtainable if it can be provided without interfering with the warehousing of dutiable salt.

Export of salt to ports outside of India.

16. The export of salt to ports outside of India shall be governed by the provisions of Articles 6 to 8 of the Treaty of 1887, which are reproduced below for ready reference.

ARTICLE 6.

The Government of Baroda will not permit any salt to be exported from its possessions in Kathiawar to any foreign port outside of India, unless the vessel containing it is bound direct for that port.

ARTICLE 7.

No vessel bound from the possessions of the Government of Baroda in Kathiawar to any port situated in British India, or a Native Indian State or any foreign European settlement in India, will be permitted to carry salt as sole cargo or as part of its cargo.

ARTICLE 8.

The Government of Baroda will bind the owner or captain of any vessel containing salt for exportation from its possessions in Kathiawar to any foreign port outside of India, not to touch on the voyage at any port in British India or a Native Indian State or a foreign European settlement in India, unless driven to it by stress of weather, in which case he shall be bound to give the earliest intimation of arrival to any British or Native officer residing at the port, and not to land any part of the salt contained in the vessel at such port.

17. Full duty shall either be recovered, or its recovery secured by the State before shipment. If the recovery is secured the amount shall be payable to the Collector of Salt Revenue, Bombay, unless the security is discharged as provided in rule 19 within six months.

18. The consignment shall, in transit, be covered by a permit granted by an officer of the State duly empowered in this behalf, which shall specify the particulars laid down in section 31 (2) of the Bombay Salt Act (Bombay Act No. II of 1890). A copy of the permit shall be sent to the Collector of Salt Revenue, Bombay.

19. On receipt of an outturn certificate from the proper officer of Customs at the place of destination, the amount of duty shall be refunded to the exporter, subject to deduction of the amount, if any, by which the quantity landed falls short of 95 per cent. of the quantity shipped ; or if the exporter has given security his security shall be discharged to this extent. The form of report shall be the same as in rule 10, except that the quantity shall be given in tons avoirdupois. It will be the duty of the State to arrange for this outturn report and the despatch, within four months of the date of shipment, of a copy of it to the Collector of Salt Revenue, Bombay, together with duty on the amount, if any, by which the quantity of salt landed has fallen short of 95 per cent of the quantity shipped, it being presumed that the salt so short landed has passed into British India without payment of duty.

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