may, at any time, in concert with the Khan of Khelat, deem necessary for the protection of fiscal interests.

**ARTICLE 9**

To aid Meer Khodadad Khan, his heirs, and successors, in the efficient fulfilment of the obligations contracted by them under the Treaty of 1854, and the present supplementary engagement, the British Government hereby undertakes to pay to the said Khan, his heirs, and successors an annual sum of one lakh of rupees, so long as they shall faithfully adhere to the engagements heretofore and hereby contracted.

**ARTICLE 10**

The British Government further undertakes to contribute Rupees twenty thousand five hundred annually towards the establishment of posts and development of traffic along the trade routes in His Highness' territories provided such money is expended by the Khan in the manner approved of by the British Government.

**Appendix XV**

**RETROCESSION OF QUETTA, NUSHKI AND NASIRABAD**

[Prepared by Sir Sultan Ahmed Khan and presented by the Quaid-e-Azam to the Cabinet Mission]

*The Quetta Agreement of 1883 (Annexure A).*

1. Article 6 of the Kalat Treaty of 1876 reads thus: “Whereas the Khan of Khelat has expressed a desire on the part of himself and his Sirdars for the presence in his country of a detachment of British troops, the British Government, in accordance with the provisions of Article 4 of the Treaty of 1854, and in recognition of the intimate relations existing between the two countries, hereby assents to the request of His Highness on condition that the troops shall be stationed in such positions as the British Government may deem expedient, and be withdrawn at the pleasure of that Government.” Dealing with this Article, the Governor-General-in-Council wrote as follows to the Secretary of State for India on the 20th of March, 1877: “Had the question before us in connection with this article been whether we should now, even in compliance with the concurrent desire of the Khan, the Sirdars, and the tribes, introduce British troops into the Khanate, we might have hesitated before assenting to such a measure. But the troops of the British Government were already in Khelat, where their presence was cordially welcomed by the inhabitants of the country. Under all these circumstances we deemed it wise to give practical effect to an arrangement contemplated by the Treaty of 1854, and completely in accordance with the provisions and intentions of that Treaty.” The British Government, therefore, selected Quetta in preference to Kalat for the headquarters of the detachment of British troops both for military and political reasons. In 1879, it was agreed that the district and *niabat* of Quetta should be administered by British officers on certain conditions and for a certain period, any surplus revenue being made over to the Khan. This was replaced by an agreement concluded in 1883 between the Khan and the British Government, and the existing arrangements are governed by this agreement under which the Khan of Kalat made over and entrusted to the British Government “the entire management of the Quetta district and *niabat* absolutely and with all the
rights and privileges as well as full revenue, civil and criminal jurisdiction, and all other powers of administration” on the express condition that the district and niabat would be administered on behalf of the British Government by such officer or officers as the Governor-General-in-Council may appoint for the purpose. The British Government undertook to pay to the Khan a fixed annual rent of Rs. 25,000 “so long as the said district and niabat are administered by the British Government”. Under this agreement, the Khan also ceded to the British Government full civil and criminal jurisdiction and all other powers of administration within the limits of the Bolan Pass as well as his rights to levy dues or tolls on the trade travelling through the Bolan to and from British India and Afghanistan, as well as to and from Kachi and Khorasan, or the trade travelling to and from British India and the districts of Sibi, Quetta and Pishin. In return for this concession, the British Government agreed to pay to the Khan the sum of Rs. 30,000 per annum, free of deductions.

The Nushki Agreement of 1899 (Annexure B).

2. A similar agreement was concluded with the Khan in 1899 whereby the Khan of Kalat made over and entrusted to the British Government “in perpetuity, the entire management of the Nushki district and niabat absolutely and with all the rights and privileges, State or personal, as well as full and exclusive revenue, civil and criminal jurisdiction, and all other powers of administration including all rights to levy dues and tolls” on the specific condition that the district and niabat would be administered on behalf of the British Government by or through such officer or officers as the Governor-General-in-Council may appoint for the purpose. The British Government, on their part, undertook to pay to the Khan a fixed annual rent of Rs. 9,000, free of deductions on account of the cost of administration.

The Nastrabad Agreement of 1903 (Annexure C).

3. Under an agreement entered into with the British Government in 1903, the Khan of Kalat made over and ceded “in perpetuity, to the British Government the entire management of the Nastrabad niabat absolutely and with all the rights and privileges, State or personal, as well as full and exclusive revenue, civil and criminal jurisdiction and all other powers of administration, including all rights to levy dues and tolls” on the specific condition that the niabat would be administered on behalf of the British Government by or through such officer or officers as the Governor-General-in-Council may appoint for the purpose. The British Government, on their part, engaged themselves to pay to the Khan a fixed annual rent of Rs. 115,000, free of deduction on account of the cost of administration. A portion of the Manjuti lands specified in the agreement was also ceded to the British Government on the same conditions for a fixed annual rent of Rs. 2,500. The Khan also agreed to make over on lease, in perpetuity, the lands in the Lehri Bhag and Gandawa niabats that may hereafter be found to be irrigable from existing British canals at a fair quit-rent.

The Nature and Incidents of the Agreements.

4. Strictly speaking, none of these arrangements is in the nature of a lease. All of them purport to convey the “entire management” to the British Government of the districts and niabats in question together with “all powers of administration”. There was, therefore, merely the cession of the “powers of government”. It is, no doubt, true that the
word “rent” is used in all these agreements, but this does not alter the nature of the cession. In fact, in the Quetta Agreement, the term “rent” has been used for “a fair average equivalent of His Highness the Khan’s right to the annual net surplus of the revenues”. Similar description appears in the Nushki Agreement. The question of lease only arises in the case of the Manjuti lands and the lands in Lehri Bhag and Gandawa niábats. In respect of all other areas, the agreements are in the nature of an administrative arrangement between the British Government and the Khan of Kalat for certain specific purposes, and the following incidents inevitably flow from them:

(i) sovereignty remains with the Khan of Kalat;

(ii) the territories covered by the agreements continue to be part of the State of Kalat;

(iii) all powers of administration are vested in the British Government; and

(iv) the British Government are in actual possession of the territories.

These agreements would, therefore, appear to be analogous to the arrangements approved by international usage whereby one State actually exercises sovereignty which is, in law, vested in another State. As Oppenheim points out, this is the “case of the administration of a piece of territory by a foreign power, with the consent of the owner-State”. Thus, in 1878, the island of Cyprus was occupied and administered by Great Britain, subject to certain reservations in favour of the Sultan, to the payment of £92,800 out of the net revenue and to the formal sovereignty of Turkey. Again, after 1878 the Turkish provinces of Bosnia and Herze-

APPENDICES

govina were for some time occupied and administered by Austria-Hungary subject to the sovereignty of Turkey. Oppenheim is of the view that “in these cases a cession of pieces of territory had for all practical purposes taken place, although in law they still belonged to the former owner-State”. He, however, clearly distinguishes these cases from those where pieces of territories are leased or pledged by the owner-State to a foreign power.* In the Secretary of State v. Sardar Rustum Khan [(1941) A. C. 372], the Judicial Committee of the Privy Council appear to have taken the view that the Nasirabad agreement was in the nature of a lease. Lord Atkin, delivering the judgment of the court said: “It is necessary, therefore, to refer to the treaty to see what its juristic effect was. According to plaintiffs, it was merely what their counsel styled ‘a commercial contract’ intended only to effect a more convenient method of collecting revenue, and granting powers only for that object.” Their Lordships cannot take this view. It is opposed to the plain wording of the document, and to the obvious construction when the treaty is regarded as a whole. “Cedes in perpetuity......the entire management of the Nasirabad Niabat absolutely and with all the rights and privileges, state or personal, as well as full and exclusive revenue, civil and criminal jurisdiction and all other powers of administration” are words creating rights between two sovereign States which were never yet found in any mere commercial agreement. It is true that the right ceded is the entire “management”, and the consideration is an annual rent, and, as is made clearer in para 4 of the treaty, the transaction is in fact a perpetual lease of the territory at a quit rent. Nevertheless, the sovereign of Kalat made over to the British State the whole of his sovereign rights, though as

the cession takes the form of a lease the territory does not pass so as to become part of the British Dominions, but still remains Kalat territory. The Government therefore are entitled to rely, if necessary, upon the provisions of the Foreign Jurisdiction Act, 1890, s.i. "It is and shall be lawful for Her Majesty the Queen to hold, exercise, and enjoy any jurisdiction which Her Majesty now has or may at any time hereafter have within a foreign country in the same and as ample a manner as if Her Majesty had acquired that jurisdiction by the cession or conquest of territory." The judgment specifically refers to para 4 of the agreement. This para undoubtedly relates to leases of certain specified areas but has no connection with the cession of the powers of administration. However, whatever be the nature of the agreements, the result is the same. All these agreements, whether they be construed as a lease or not, were agreements personal to the British Government. This is made perfectly clear in the agreements themselves by an express provision that the management in the territories in question was ceded on the specific condition that such management would be on behalf of the British Government. Therefore, no successor Government or Governments in British India can claim to be subrogated to the rights and obligations arising under these agreements. As Hall points out, "the fact of the personality of a State is the key to the answer. With rights which have been acquired, and the obligations which have been contracted, by the old State as personal rights and obligations the new State has nothing to do." It follows, therefore, that as soon as the management on behalf of the British Government comes to an end, the agreements cease to have any validity and all rights and powers ceded to the British Government revert to the Khan of Kalat.

* Hall, International Law, p. 93.

5. For the reasons stated above, reversion of the rights of the Khanate in respect of these territories on the cessation of British power in India, cannot be questioned. This, however, is not sufficient. A specific declaration of retrocession is necessary before the transfer of power takes place and there should be a simultaneous delivery of possession; as an agreement to retrocede is not sufficient by itself. It is a recognized principle of International Law that if the ceded territory is not already in the possession of the cessionary State, the act of delivery must supplement the conventional disposition before the latter can exercise full sovereignty in it as well as over it. In the American case, Davis v. Police Jury of Concordia (9 Howard, 280, at p. 289), the Court observed as follows: "It is true that in a treaty for the cession of territory its national character continues for all commercial purposes; but full sovereignty for the exercise of it does not pass to the nation to which it is transferred until actual delivery. But it is also true that the exercise of sovereignty by the ceding country ceases, except for strictly municipal purposes, especially for granting lands. And for the same reason in both cases; because after the treaty is made there is not in either the union of possession and the right to the territory which must concur to give plenum dominium et utile. To give that there must be the jus in rem and the jus in re, or what is called in the common law of England the juris et seisinae conjunctio." The principle laid down in this case is completely in accord with international practice and usage. Formal delivery of possession has always been considered essential wherever the ceded territory is not in the possession of the cessionary State. By Article 2 of the Treaty of April 30, 1803, France ceded Louisiana to the United States, and the province was
actually surrendered to the United States on December 30, 1803. The *process verbal* of formal delivery recited that the commissioners of the two high contracting parties met in the city hall and that the French commissioner delivered to the commissioners of the United States "the keys of the city of New Orleans".* Under the Treaty of February 22, 1819, Spain ceded to the United States "in full property and sovereignty" the territories known as East and West Florida. Article 7 of the Treaty expressly provided that the territories in question would be evacuated by Spain within six months after the exchange of the ratifications, and possession would be delivered to the representatives of the United States. Accordingly, the royal order for the delivery of the territories to the United States was signed by the King of Spain on October 24, 1820. Actual delivery of possession was also considered necessary when Russia ceded Alaska to the United States of America in 1867. The formal delivery was made at Sitka on October 26, 1867. The *process verbal* stated that the Russian representative had delivered to the Commissioner of the United States "the Government archives, papers and documents relating to the property and dominion abovemenioned, also the forts and public buildings, including the governor's house, dock-yards, block-houses, barracks, hospitals, wharves and schools". The Treaty of Paris of 1815 also specifically provided for formal delivery of possession of the territories ceded by France under Article IX of the Additional Convention which read as follows: "The territories which, according to that treaty, are to be ceded to the Allies as well as the fortresses of Landau and Sarre-Louis shall be delivered by the French authorities and troops in ten days from the date of the signing of the treaty." Similarly,

6. For the reasons set forth above, the Government of Kalat would strongly urge that it is imperatively necessary that before the British Government hand over power in India, they should formally declare that they relinquish or retrocede all their powers and authority in and over the niabats and districts of Quetta, Nushki and Nasirabad under the agreements of 1883, 1889 and 1903. This should be followed by the actual delivery of possession. If these were not done, enormous legal and administrative difficulties would arise, as all officers and courts functioning in the territories in question would, after the date of transfer, be acting without any lawful authority. "The rights and powers of sovereignty of a nation over its territory cease on the transfer of that sovereignty to another government by a cession of the territory. The power to preserve peace and order may remain in the officers previously appointed by the cedent State until the actual presence of the agents of the succeeding government, but this does not imply that sovereign power remains in the former nation."* Thus it was held that when Spain's sovereignty was withdrawn from Porto Rico, the Spanish Governor-General and all other officers of the Crown of Spain, whose authority consisted in the exercise of royal prerogatives delegated to them, ceased to exercise such authority. A similar view was taken when the Islands of Hawaii were annexed to the United States. It was held that after the annexation, the officials of Hawaii were without power to convey a title, legal or equitable to public lands. Although in the present case there was no cession of sovereignty and consequently there would be no transfer of sovereignty on the termination of the British power in India, all rights and powers ceded to the British Government will re-vest in the Khan of Kalat, and similar results will follow. It is equally clear that after the date of transfer, the successor Government or Governments in India would not be competent to legalise the acts of officers continuing to function in the territories of Quetta, Nushki and Nasirabad, as all powers and authority would de jure revert to the Khan of Kalat in consequence of the fact that all agreements between the British Government and the Khan of Kalat would cease to be operative on the transference of power in India. Nor could the Government of Kalat confer any authority on such officers as they would not be seised of the territories unless actual delivery of possession was effected.

The Government of Kalat would like to add that if the successor Government or Governments in India desire to come to an arrangement with the State of Kalat in respect of any of these territories, they would be fully prepared to consider any reasonable proposals in this behalf; but justice and equity demand that the Khan of Kalat should be placed in the same position as he had prior to the agreements with the British Government.

Consultation of the wishes of the people, not necessary.

7. It may be urged that the wishes of the people of the territories in question should be consulted before the retrocession of possession is effected. There are, no doubt, interesting precedents in support of this contention, but these do not prove that consultation of the wishes of the people has become or is likely to become a recognized part of international usage. As Hall points out, "the principle that the wishes of a population are to be consulted when the territory which they inhabit is ceded has not been adopted into International Law". (Hall, op. cit., p. 49.) The policy and practice of many

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leading States are against the procedure. The United States of America has always been opposed to the use of the procedure in the case of her acquisitions whether as a result of war or peaceable negotiation. When the Hawaiian Islands were annexed to the United States and a protest was lodged by Japan on the ground that only a small fraction of the population favoured the annexation, the American Secretary of State wrote to the Japanese Minister as follows: "It cannot be that one so well informed in the history of international relations as Count Okuma could have wished to suggest thereby the propriety of appealing from the action of the Government to 'the population'. In International comity and practice, the will of a nation is ascertained through the established and recognised Government; and it is only through it that the nation can speak. This is shown in the relations of the United States with Japan. The first intercourse of this Government with the Empire was had, with an authority which held a divided, if not disputed, sovereignty. Later, when all power and legislation was centred in the Emperor, this Government recognised him as the sole exponent of the public will." (Moore, op. cit., p. 274.) As regards Great Britain, an authoritative declaration was made by Lord Salisbury in the House of Lords that "the plebiscite is not among the traditions of this country." It should, therefore, be evident that consultation of the wishes of people is not required by international usage and practice. Further, in the case of Quetta, Nushki and Nasirabad, the question of transfer of population does not arise as the sovereignty of the Kalat State has remained intact and unimpaired over the territories entrusted to the administration of the British Government, and consequently the retrocession will not involve any change of nationality. The Government of Kalat would also point out that if British subjects of Indian origin have settled in these districts and niabats, they have done so with a full knowledge of the fact that the territories are not a part of British India and that the sovereignty over the areas is still vested in the Khan of Kalat. They can have, therefore, no well-founded complaint if only the usual and legitimate results flow from the factum of the sovereignty of the Khanate.

8. Finally, the Government of Kalat would suggest that the British Government while retroceding the territories in question should agree to cede to the Government of Kalat, free of charge, all public domain of the British Government, i.e., the property exclusively used for the public service in the territories of Quetta, Nushki and Nasirabad, as well as all official archives and records, both executive and judicial, which relate to the aforesaid territories or the rights and property of the inhabitants therein. This is in accord with international usage and practice. The Government of Kalat would, on their part, be prepared to issue a proclamation declaring:

(i) that the retrocession shall not affect the nationality of British subjects of Indian origin inhabiting the territories of Quetta, Nushki and Nasirabad.

(ii) that the inhabitants of the aforesaid territories shall be allowed the free exercise of their religion in so far as it is not incompatible with good order and the fundamental dictates of morality;

(iii) that the retrocession shall not in any respect impair the property or rights, which by law belong to the peaceful possession of property of all kinds, of
municipalities, public or private establishments, ecclesiastical or civil bodies, or any other associations having legal capacities to acquire and possess property in the aforesaid territories, or of private individuals, of whatsoever nationality such individuals may be;

(iv) that judicial proceedings pending at the time of the retrocession shall be determined in accordance with the following rules:

(a) Judgments rendered either in civil suits between private individuals or in criminal matters, before the aforesaid date, and with respect to which there is no appeal or right of review under the laws in force in the aforesaid territories prior to the date of retrocession, shall be deemed to be final, and shall be executed in due form by competent authority.

(b) Civil suits between private individuals which may on the aforesaid date be undetermined shall be prosecuted to judgment before the court in which they may then be pending, or in the court that may be substituted therefor.

(c) Criminal actions pending on the aforesaid date before the highest criminal court exercising jurisdiction prior to the retrocession of the aforesaid territories shall continue under its jurisdiction until final judgement; but, such

judgement having been rendered, the execution thereof shall be committed to the competent authority.

Memorandum prepared by:

Sir Syed Sulman Ahmed, K.C.S.I., D.L.,
Barrister-at-Law,
and
Sirdar D.K. Sen., M.A., B.C.L., (Oxon),
Barrister-at-Law.

ANNEXURE A

AGREEMENT ENTERED INTO BY HIS HIGHNESS THE KHAN OF KELAT, MIR KHUDADAD KHAN ON THE ONE PART AND BY SIR ROBERT SANDEMAN, K.C.S.I., AGENT TO THE GOVERNOR-GENERAL IN BALUCHISTAN, ON THE OTHER PART, SUBJECT TO THE CONFIRMATION OF HIS EXCELLENCY THE VICEROY-IN-COUNCIL EXECUTED AT THE DASHT PLAIN ON THE 8TH DAY OF JUNE 1883.

Whereas in the year 1879 an arrangement was finally agreed to between the British Government and His Highness Mir Khudadad Khan of Kelat by which the district and niahat of Quetta were placed under the administration of the British Government on certain conditions and for a certain period, and whereas the period fixed by the said arrangement is almost expired, and whereas it has been found by experience to be to the advantage of both Governments that the district
and Niabat of Quetta should be exclusively managed by the officers of the British Government, and whereas it appears desirable to His Excellency the Viceroy and Governor-General of India and to His Highness the Khan of Kelat, that a similar arrangement should be made regarding the levy of dues and other matters connected therewith in the Bolan Pass in consideration of the losses suffered by His Highness the Khan of Kelat owing to the opening of the Hurnai route by the British Government, it is hereby declared and agreed [to] as follows:

1. Mir Khudadad Khan of Kelat on behalf of himself and his heirs and successors hereby makes over and entrusts the entire management of the Quetta District and Niabat absolutely and with all the rights and privileges as well as full revenue, civil and criminal jurisdiction, and all other powers of administration, to the British Government with effect from 1st April 1883 on the following conditions:

   (1) That the said District and Niabat shall be administered on behalf of the British Government by such officer or officers as the Governor-General-in-Council may appoint for the purpose.

   (2) That in lieu of the annual surplus of revenue hitherto paid to His Highness the Khan under the arrangement of 1879 above cited, the British Government shall pay to His Highness on the 31st March in every year, beginning from the 1st March 1884, a fixed annual rent of Rupees 25,000 (twenty-five thousand) which has been settled as a fair average equivalent of His Highness the Khan's right to the annual net surplus of the revenues of the said District and Niabat.

2. His Highness the Khan hereby transfers to the British Government absolutely, with effect from the 1st day of April 1883, all his rights to levy dues or tolls on the trade travelling through the Bolan and from British India and Afghanistan, as well as to and from Kachi and Khorasan, as provided by the Treaty of 1854, or on the trade travelling to and from British India and the districts of Sibi, Quetta and Pishin.

3. In return for the concession last mentioned, the British Government agree to pay to His Highness the Khan the sum of Rs. 30,000 (thirty-thousand) per annum free of all deductions, in two half-yearly instalments, on the 1st October and 1st April of each year beginning from the 1st October 1883. In addition, the Viceroy and Governor General agrees to pay to the Sarawan and Kurd Sirdars a fixed sum yearly for certain service in the Pass representing their shares respectively of the transit and escort fees.

4. In order to facilitate the arrangements of the British Government for the collection of tolls on its own behalf in the Bolan Pass, His Highness the Khan hereby cedes to the British Government full civil and criminal jurisdiction and all other powers of administration within the limits of the said pass and within the land purchased by the British Government at Rindali for a railway station and other buildings.
ANNEXURE B

AGREEMENT ENTERED INTO BY HIS HIGHNESS THE KHAN OF KALAT, MIR MAHMUD KHAN, G.C.I.E., ON THE ONE PART, AND BY COLONEL HENRY WYLIE, C.S.I., OFFICiating AGENT TO THE GOVERNOR-GENERAL IN BALUCHISTAN, ON THE OTHER PART, SUBJECT TO THE CONFIRMATION OF HIS EXCELLENCY THE VICEROY IN COUNCIL, 1899.

Executed at Kalat on the first day of July, 1899.

Whereas it has been found by experience to be to the advantage of both the British Government and His Highness Mir Mahmud Khan, Khan of Kalat, that the District and Niabat of Nushki should be exclusively managed by the officers of the British Government, it is hereby declared and agreed [to] as follows:

Mir Mahmud, Khan of Kalat, on behalf of himself and his heirs and successors, hereby makes over and entrusts, in perpetuity, the entire management of the Nushki District and Niabat absolutely and with all the rights and privileges, state or personal, as well as full and exclusive revenue, civil and criminal jurisdiction, and all other powers of administration, including all rights to levy dues and tolls, to the British Government with effect from the 1st July 1899 on the following conditions:

(1) that the said district and Niabat shall be administered on behalf of the British Government by or through such officer or officers as the Governor-General in Council may appoint for the purpose;

(2) that the British Government shall pay to His Highness, on the 1st September 1899, and thereafter annually on the 1st September, a fixed annual rent of Rs. 9,000, nine-thousand only, which has been settled as a fair average equivalent of His Highness the Khan's right to the annual revenues of the said District and Niabat; and

(3) that the aforesaid sum of Rs. 9,000, nine thousand only, shall be paid to His Highness without any deduction for cost of administration.

ANNEXURE C


Executed at Sibi, on the seventeenth day of February one thousand nine hundred and three.

I. Whereas it has been found by experience to be to the advantage of both the British Government and His Highness Beglar Begi Mir Mahmud Khan, G.C.I.E., Khan of Kalat, that the Niabat of Nasirabad should be exclusively managed by the officers of the British Government, it is hereby declared and agreed as follows:

His Highness Mir Mahmud Khan, Khan of Kalat, on behalf of himself and his heirs and successors, hereby makes over and cedes in perpetuity to the British Government the entire management of the Nasirabad Niabat absolutely and with all the rights and privileges, state or personal, as well as full and exclusive, revenue, civil and criminal jurisdiction and all other powers of administration, including all rights to levy dues and tolls on the following conditions:
(i) That the said Niabat shall be administered on behalf of the British Government by or through such officer or officers as the Governor-General in Council may appoint for the purpose, with effect from the first day of April one thousand nine hundred and three, or such subsequent date as the Government of India may take it over.

(ii) That the British Government shall pay to His Highness on the first day of April one thousand nine hundred and four and thereafter annually on the first day of April, each year, a fixed annual rent Rs. 1,15,000 (one lac and fifteen thousand).

(iii) That the aforesaid sum of Rs. 1,15,000 (one lac and fifteen thousand) shall be paid to His Highness without any deduction for cost of administration.

II. The boundary of the Nasirabad Niabat as described by His Highness the Khan of Kalat's Naib, Ghaus Bakhsh, in July 1902 is as follows:

On the south the Sind border, on the north commencing east-wards at the Leni Burj it runs north-eastwards along the Mazari Border to the Bugti hills. It follows the foot of these hills running in a westerly direction to their nearest point to the Shahpur road near the Manak Garhi Nullah. It there follows this nullah as far as the Shahpur road, then follows the Shahpur road south as far as the Deh Chattan lands (generally known as Dodaika) and then turns west following the boundary of Dodaika to the Nurwah channel above the point to where the water reaches. It then follows the Nurwah as far as the junction of the latter with the Dur Muhammad Wah, which is shown on most maps as the Shahiwal, a continuation of the main desert canal. From this point it follows the Dur Muhammad Wah right along its course to the west and south-west, crossing the railway at mile 368, five miles north of Jhatpat station, until it meets the line of pillars erected about four years ago by the Magassis and Jamalis as their mutual boundary. It then follows this line of pillars southwards to the Sind border passing about 500 yards to the west of the point where the Sonwah has been closed.

III. Whereas it is possible that the lower portion of the Manjuti lands enclosed by a straight line drawn from the place where the Dur Muhammad Wah crosses the railway near mile 368, to a point on the Jacobabad-Shahpur road, 8 miles to the north of where the Dur Muhammad Wah crossed that road, may hereafter be brought under irrigation, His Highness the Khan of Kalat thereby agrees on behalf of himself, his heirs and successors to make over and cede to the British Government in perpetuity that portion of the Manjuti land in the same manner as the Nasirabad Niabat above referred to, and it is hereby agreed that the British Government shall pay to His Highness annually an additional rent of Rupees two thousand five hundred making a total of Rs. 1,17,500 to be paid on the first day of April one thousand nine hundred and four and subsequent years.

IV. And whereas it is advisable that any further Kalat State lands outside the present boundary of the Nasirabad Niabat which may hereafter possibly be brought under irrigation with branches and extensions from existing British canal should also come under British administration in the same manner as the Nasirabad Niabat above referred to, His Highness the Khan agrees to make over on lease in perpetuity any lands in the Lehri Bhag and Gandawa Niabats that may hereafter be found to be irrigable from existing British canals at a fair quit-rent which can be determined when the surveys have been completed.
Appendix XVI

(1)

Quetta,
29th June, 1943.

Your Highness,

I am extremely thankful to you for your letter of the 24th instant, and I immensely appreciate your welcome to me to Baluchistan. I had a long wish to establish my contact with this historical part of the country; and at last I am here to see for myself the people and breathe the dry but pleasant air of this land. The country although is dry with its barren hills, but if not neglected, can be made into most wonderful land.

As regards your very kind invitation to go and stay with you at Kalat as your guest, I shall be honoured to have that opportunity and accept your invitation with great pleasure. I can get to Kalat on the 10th July and can stay with you for a couple of days. I shall be accompanied by my sister, my Secretary, and two personal servants. Please let me know, if this date will suit your Highness.

Thanking you, with very kind regards,

Yours sincerely,

(s.d.) M. A. Jinnah

His Highness Mir Ahmed Yar Khan,
Kalat.

APPENDICES

(2)

Quetta,
13th July, 1943.

Your Highness,

In the first place let me most cordially thank you for your brotherly hospitality; and I enjoyed my stay with you thoroughly and I shall always remember Kalat and Chapar where I spent my three days in your company of completely friendly atmosphere.

With regard to Deku, well, I am extremely thankful to you for sending him to me because you think he took great liking to me. I am afraid I cannot deprive you of him, it may be a temporary phase on his part; besides it is very difficult for me to take him about just now as I am going from place to place, and this time of the year it would be unkind to take him along in the heat of Karachi, Bombay and Delhi as he is not acclimatized; but Miss Fatima Jinnah would be thankful to you if you give a puppy of the next litter as you were good enough to promise, and we will arrange that it should be sent to us when we settle down at Delhi direct.

Thanking you once more, with best salaams from Miss Jinnah and myself.

Yours sincerely,

(s.d.) M. A. Jinnah

P.S. However I am keeping Deku here for a few days till you arrive here. Looking forward to meet you soon.

M. A. J.
Mount Pleasant Road,  
Malabar Hill,  
Bombay.

April 14th, 1945.

Your Highness,

I have not written to you for a long time; but I have always made enquiries, and I was glad to hear that you were keeping well and happy. The reason why I am troubling you with this letter is that, as you perhaps know, I had a very bad breakdown recently. Although I am much better now, I am strictly ordered by my doctors to have complete rest for at least two to three months. According to their advice, I am going to a small hill station near Bombay within a couple of days, and I shall stay there till about the first week of June, but I am strongly advised that I should not stay in Bombay during the monsoon. But there is no place in this Presidency where one can go and stay and avoid the effects of the monsoon, as you know it rains very heavily on this side, and I have been urged by my doctors that I must get to some temperate and dry climate, and they all unanimously recommend Quetta as the best place in June, July and August. I am therefore wondering whether you can conveniently put your house “hut” at Quetta at my disposal for about a couple of months. Also I know you were very kind when I happened to be in Kalat for a few days, and that you repeatedly pressed me and offered your hospitality to come and stay in Kalat. I was charmed with your camp and I fell in love with that beautiful little cottage, and while I am perhaps at Quetta to have complete rest, because after all Quetta is a very big town, I shall be glad to avail myself of your hospitality, which you so cordially offered to me, and spend some time in Kalat, which can be arranged if I get as far as Quetta. On hearing from you I shall decide finally and definitely let you know when I can get there. Of course, I do not wish you to put yourself to any inconvenience, it is only if you can without any difficulty manage, then I shall be thankful to you. More when we meet.

I may add that Miss Jinnah will accompany me and at least one Secretary.

With very kind regards to you from Miss Jinnah and myself.

Yours sincerely,

(sd.) M. A. Jinnah

His Highness The Khan of Kalat,
Kalat.
Mount Pleasant Road,
Malabar Hill,
Bombay.

Quetta,
15th September, '45.

Your Highness,

Thank you for your kind letter of the 13th September, which was delivered to me on my arrival here by your Chief Secretary. I am looking forward to go to Mastung, but I have certain things to do, and I have explained to your Chief Secretary, which compels me to remain in Quetta for some little time. As soon as I can manage, I shall accept the hospitality and the honour that you have done me by your kind invitation to go over to Mastung and I am really looking forward to meeting you, as soon as I can possibly get away from Quetta.

Thanking you for your good wishes,

Hoping you are well, and with very kind regards from Miss Jinnah and me,

Yours sincerely,

(sd.) M. A. Jinnah

H.H. The Khan of Kalat,
Palace,
Kalat.
Appendix XVII

Aiwan-i-Kalat,
Quetta,
13th April, 1947.

My dear Quaid-e-Azam,

I returned to Baluchistan on the 29th of last month. Before I say anything, I wish to convey to you grateful thanks from my people and myself for the kind and very affectionate thoughts you expressed in respect of our aspirations and for the sympathetic view with which you regarded the Kalat case. Your conversations still pervade all my thoughts, and they have had very benevolent effect on my feelings. It was due to this influence that I, at the very first opportunity, made in unequivocal terms a public announcement giving all my support to your demand of PAKISTAN—not only your demand, but rather a demand of the ten million Muslims of India! I enclose for your perusal a copy of the announcement which is in Urdu. Kalat, I believe, is the first and, so far, the only State which has publicly thrown its lot with Pakistan and has promised its fullest support therefor. The attitude that the opposite camp will consequently adopt in respect of Kalat and its demands is evident. At this juncture, I request you to do me a favour by giving a short public statement in support of my announcement. This will have at least a soothing effect on the feelings of the pro-League public, which at present are very much prone to be swept by the Congress propaganda: it is this thought that tempts me to request you for a statement in support of the Kalat Government announcement which would otherwise seem to you inopportune.

APPENDICES

2. I am sending you this letter by hand of Mr. Muhammad Azim, my Private Secretary. He has strong pro-League inclinations and has my full confidence in every respect. Any message you may like to send me through him will reach me safely.

3. I hope this letter will find Miss Jinnah and you both very much busy at Delhi. I wish you both good health and long life to serve the cause of the Muslims of India. In the end, I must once again thank you both for the kind hospitality you showed me while I was last at Bombay.

With kindest regards to you both.

Yours very affectionately,

Sd./- Mir Ahmad Yar Khan,
Khan of Kalat.

Enclosure:
One pamphlet.

Quaid-e-Azam Muhammad Ali Jinnah,
10, Aurangzeb Road,
New Delhi.
Appendix XVIII

Viceregal Lodge,
Simla.

10th June, 1939.

My dear friend,

Sir Arthur Parsons has written to Your Highness officially informing you of my decision to remove certain limitations on the powers and dignities of the Khan of Kalat. I am very glad that my confidence in Your Highness' ability and good sense has enabled me to reach this decision. I understand that Your Highness is anxious for some kind of formal reaffirmation of the Treaty of 1876. I can, however, assure you that such reaffirmation is unnecessary, that I recognize the Treaty of 1876 as fully valid in every respect and that it will henceforth form the basis of the relations between the British Crown and Government and the Kalat State.

I trust Your Highness will live long to enjoy the results of the changes which have now been introduced.

Yours Sincerely,

Sd/- Linlithgow
Crown Representative.

Captain His Highness
Beglar Begi Mir Sir Ahmad Yar Khan, G.C.I.E.,
of Kalat.

Appendix XIX

Office of the Private Secretary
To H. H. the Khan of Kalat

Hon'ble Sir Stafford Cripps,
Viceregal Lodge,
New Delhi.

Express Telegram.

Your arrival in India has brought me pleasure and satisfaction. You are well known in India for your keen interest in and sympathy with India's cause your noble intentions and breadth of vision.

I believe your guidance and sincere efforts will promote good will between Great Britain and India and make divergent interests of India appreciate common danger at her doors sink their differences and stand united against common enemy.

I am confident your mission will be crowned with success and your timely intervention will help India in general in achieving her goal and Kalat State in particular in restoring its political and historical status as India's friendly neighbour.

Khan of Kalat
Sd/- Ahmad Yar Khan

Aiwan-i-Kalat,
Quetta,
25-3-42.