Draft Agreement (X)

We, the undersigned Abdullah bin Omer Al Kaieti, Jemadar of Shehr, on behalf of ourself, our brothers, family and heirs, and Omer bin Saleh Al Kasadi, Nakeeb of Makulla, on behalf of ourself, our family and heirs, accepting Brigadier-General Loch, C. B., Political Resident, Aden, as mediator on the part of the Great British Government in the dispute now existing between us; and in consideration of the advice given us by the said Political Resident, do hereby agree to the following terms which are to be considered binding on us, our families, brothers and heirs, provided the Government of India approve of the same: -

1. That the Deed of Sale of half of Makulla and Bunder Broom to the sons of the late Jemadar Omer bin Awadh Al Kaieti for the sum of $240,000, made and executed on Wednesday, the 3rd day of Rajab 1290, by Nakeeb Omer and Nakeeb Mahomed, sons of the late Nakeeb Saleh bin Omer Al Kasadi, shall be considered null and void, and as if it had never been made, and that the original Deed of Sale is to be handed over to Brigadier-General Loch, C. B., Political Resident, Aden, to be destroyed, or disposed of, in such way as he considers best.

2. That Omer bin Saleh, Nakeeb of Makulla, and his heirs shall repay to the sons of the late Jemadar Omer bin Awadh Al Kaieti the sum of $80,000 received from them in accordance with the terms of the above Deed of Sale with interest at the rate of 5 per cent per annum commencing from the day of the receipt of the last instalment of this money.

3. That Omer bin Saleh, Nakeeb of Makulla, and his heirs shall pay to the sons of the late Jemadar Omer bin Awadh Al Kaieti the sum of $160,000, alleged to be due by the late Nakeeb Saleh Al Kasadi to the Kaieti family.

4. That the Nakeeb of Makulla Omer bin Saleh and his heirs will appoint Buniahs, to be approved by the Political Resident, Aden, as a Committee to assist in the collection of the dues and customs of Makulla and Bunder Broom, and to see that the revenue is properly and correctly credited, and half punctually set aside every year for payment to the Jemadar of Shehr on behalf of the sons of the late Jemadar Omer bin Awadh Al Kaieti.

5. The annual payments to be made through the medium of the Political Resident, Aden, and the first instalment to be paid twelve months from the date of the approval of this agreement by the Government of India being communicated to the Nakeeb of Makulla and the Jemadar of Shehr.

6. That the Kasadi family are to have free access to Shehr, and the Kaieti family to Makulla.

7. That the harbours of Makulla and Bunder Broom are to be open at all seasons to the Kaieti, as the port of Shehr is an open roadstead, and cannot be visited or used during the south-west monsoon; and that the harbours of Shehr are to be open at all seasons to the Kasadi.

8. That no dues or customs or taxes of any sort are to be taken on account of the buggalows or other boats belonging to the Al Kaieti family themselves, or on any cargo or goods belonging to the Al Kaieti family landed in any of the ports of Makulla or Bunder Broom, provided this cargo of goods is not intended for sale or trade, but for being temporarily stowed and removed thence to some other place; and in the same way the buggalows or other boats of the Kasadi family will be allowed to enter any of the ports of Shehr free of charge, and land any cargo or goods the property of the Kasadi family, free of dues or customs according to the above conditions.

9. As each side has done its best to injure the other, we have agreed to prefer no claims for compensation for alleged losses during the time hostilities existed between us.

10. We, the undersigned, further agree, that we, the Kasadi, will not assist the enemies of the Al Kaieti and that we, the Kaieti, will not assist the enemies of the Al Kasadi, and that both of us will remain friends to each other; and in case of any differences arising between us, these will be submitted to the Political Resident of Aden, who will decide them in the manner he considers best, and the acceptance of this decision will be binding on both the parties.

Draft Agreement (Y)

For the settlement of the disputes existing between the Nakeeb Omer Saleh Al Kasadi on the one side, and the Jemadars Abdullah, Awadh and Saleh, sons of the late Jemadar Omer bin Awadh Al Kaieti on the other side and for bringing about security and peace between the said persons, Brigadier-General Loch, C. B., Political Resident at Aden, has mediated on behalf of the Great British Government, and laid down the following conditions to be acted upon by both parties: -

1. That the Deed of Sale of half of Makulla and Bunder Broom to the sons of the late Jemadar Omer bin Awadh Al Kaieti for the sum of $240,000 made and executed on Wednesday, the 3rd day of Rajab 1290, by Nakeeb Omer and Nakeeb Mahomed, sons of the late Nakeeb Saleh bin Mahomed Al Kasadi, shall be considered null and void, and as if it had never been made; and that the original Deed of Sale is to be handed over to Brigadier-General Loch, C. B., Political Resident at Aden, to be destroyed and disposed of in such way as he considers best.

2. That Omer bin Saleh, Nakeeb of Makulla, and his heirs shall repay to the sons of the late Jemadar Omer bin Awadh Al Kaieti the sum of $80,000 received from them in accordance with terms of the above mentioned Deed of Sale with interest at the rate of 5 per cent. Per annum commencing from _____, the same being the date of the receipt of the last instalment of this money.

3. That Omer bin Saleh, Nakeeb of Makulla, and his heirs shall make over to the sons of the late Jemadar Omer bin Awadh the port of Bunder Broom in exchange for the sum of $160,000, alleged to be due by the Nakeeb's late father Saleh bin Mahomed Al Kasadi.

4. The sons of the late Jemadar Omer Al Kaieti will rule over and carry on the government of the port of Broom, and may keep there fifty armed men to defend the port in time of peace, which number, in case of war breaking out with the Kathiris may be increased to two hundred.

5. The sons of the late Jemadar Omer Al Kaieti have no right to keep troops at Broom excepting as above stated, or materials of war of any kind whatever, without the sanction and approval of the Political Resident at Aden being first obtained.

6. The Kasadi family are to have free access to Shehr and the Kaieti family to Makulla.

7. That half the revenue of Makulla derived from the dues and customs levied shall be devoted for the re-payment of the aforesaid sum of $80,000 with the interest accruing thereon.

8. That the annual payment be made through the medium of the Political Resident at Aden, the first instalment to be paid twelve months from the date of the approval of this agreement by the Government of India being communicated to the Nakeeb of Makulla and Jemadar of Shehr.

9. That the harbours of Makulla are to be open to the Kaieti at all seasons and those of Shehr and Broom are to be open at all seasons to the Kasadi.

10. That no dues or customs or taxes of any sort are to be taken on account of the buggalows or other boats to the Al Kaieti family themselves, or on any cargo or goods belonging to the Al Kaieti family landed in any of the ports of Makulla, provided this cargo or goods is not intended for sale or trade there, but for being temporarily stowed and removed thence to some other place; and in the same way the buggalows or other boats of the Kasadi family will be allowed to enter any of the ports of Shehr and Broom free of charge, and land any cargo or goods is not intended for sale or trade there, but for being temporarily stowed and removed thence to some other place; and in the same way the buggalows or other boats of the Kasadi family will be allowed to enter any of the ports of Shehr and Broom free of charge, and land any cargo or goods, the property of the Kasadi family free of dues or customs according to the above said conditions.

11. As each side has done its best to injure the other, we agree to prefer no claims for compensation for alleged losses during the time hostilities existed between us.

12. That the Nakeeb of Makulla Omer bin Saleh and his heirs will appoint buniahs, to be approved by the Political Resident at Aden, as a Committee to assist in the collection of the dues and customs of Makulla, and to see that the revenue is properly and correctly credited, and half punctually set aside every year for payment to the Jemadar of Shehr on behalf of the sons of the late Jemadar Omer bin Awadh Al Kaieti.

13. We, the undersigned, further agree that we, the Kasadi, will not assist the enemies of the Al Kaieti, and that we, the Kaieti, will not assist the enemies of the Al Kasadi, and that both of us will remain friends to each other, and in case of any differences arising between us, these will be submitted to the Resident of Aden, who will decide them in the manner he considers best, and the acceptance of this decision will be binding on both the parties.

14. All the above conditions have been mutually agreed to and accepted by both parties on behalf of themselves and their heirs, in witness whereof they have attached their signatures below.

Draft Agreement (Z)

For the settlement of the disputes existing between the Nakeeb Omar Saleh Al Kasadi on the one side, and the Jemadars Abdulla, Awadh and Saleh, sons of the late Jemadar Omer bin Awadh Al Kaieti, on the other side, and for bringing about security and peace between the said persons. Brigadier-General Loch, C. B., Political Resident, Aden, has mediated on behalf of the great British Government, and laid down the following conditions: -

1. Half of the Makulla and Broom territory shall belong to the sons of the late Jemadar Omer Al Kaieti, according to the deed of sale, dated 3rd Rajab 1290, executed by Nakeeb Omer Saleh and his brother, Mahomed bin Saleh, in favor of the sons of Jemadar Omer Al Kaieti.

2. According to the condition in the said deed of sale, half of the revenue of Makulla and Broom on land and sea will be taken by the sons of the Jemadar Omer Al Kaieti.

3. The sons of the Jemadar Omer Al Kaieti may appoint agents and clerks at the port of Makulla, who can collect the revenue of their half share, and the number of these agents and clerks will not exceed fifty men.

4. The Nakeeb Omer bin Saleh will rule over and carry on the government of the ports of Makulla and Broom, as has been the custom before in the time of his father and grandfather.

5. The sons of the Jemadar Omer Al Kaieti has no right to keep troops or materials of war at the ports of Makulla and Broom, unless if any enemy comes out to occupy the ports, when both the Nakeeb Omer Saleh and the sons of Jemadar Omer Al Kaieti will unite their hands to repulse the enemy, and the expenses of the same will be equally paid by both the parties.

6. As the sons of the Jemadar Omer Al Kaieti are unable to prove the debts of $160,000 against the Nakeeb Omer Saleh, which had been deducted from the value of the half of the ports of Makulla and Broom, and which were alleged to be due by the late Nakeeb Saleh Mahomed, the father of Omer Saleh, on account of the expenses incurred in the war of Shehr and Hadramant, the consequences of which war were only the capture of Shehr from the Katheris; and as Shehr--the only benefit gained in this war--was taken possession of by the sons of Jemadar Omer for themselves alone, it has appeared fair and just to the mediator that this sum of $160,000 be given to the Nakeeb Omer Saleh in four instalments by the sons of the Jemadar Omer Al Kaieti at the times fixed by, and the payment of the said instalments should be made through His Excellency the Political Resident of Aden.

7. That the Kasadi family are to have free access to Shehr and the Kaieti family to Mukalla.

8. That the harbours of Mukalla and Bunder Broom are to be open at all seasons to the Kaieti, as the port of Shehr is an open roadstead, and cannot be visited or used during the south-west monsoon; and that the harbours of Shehr are to be open at all seasons to the Kasadi.

9. That no dues or customs or taxes of any sort are to be taken on account of the buggalows or other boats belonging to the Al Kaieti family landed in any of the ports of Makulla or Bunder Broom, provided this cargo or goods is not intended for sale or trade there, but for being temporarily stowed and removed thence to some other place; and in the same way the buggalows or other boats of the Kasadi family will be allowed to enter any of the ports of Shehr free of charge, and land any cargo or goods, the property of the Kasadi family, free of dues or customs, according to the aforesaid conditions.

10. As each party has done its best to injure the other, we agree to prefer no claims for compensation for alleged losses during the time hostilities existed between us.

11. We, the undersigned, further agree that we, the Kasadi, will not assist the enemies of the Al Kaieti, and that we, the Al Kaieti, will not assist the enemies of the Al Kasadi, and that both of us will remain friends to each other; and in case of any differences arising between us, these will be submitted to the Political Resident of Aden, who will decide them in the manner he considers best, and the acceptance of this decision will be binding on both the parties.

12. All the abovesaid conditions have been mutually agreed to, and accepted by both parties on behalf of themselves and their heirs in witness whereof they have attached their signatures in the presence of the mediator and other below-mentioned witnesses.