APPENDICES
## Appendix I

### RELATIVE COMPARISON OF LAND-LOCKED STATES

<table>
<thead>
<tr>
<th>STATES</th>
<th>Area (km.²)</th>
<th>Population ('000)</th>
<th>Distance to the sea (km.)</th>
<th>GNP per 1 cap</th>
<th>Foreign Trade as % of GNP</th>
</tr>
</thead>
</table>

**AFRICA**

| Botswana | 440,000     | 560              | Durban 720                | 55           | 94                       |
| Burundi  | 17,200      | 2,200            | Dar es Salaam 1080        | 45           | 21                       |
| Central Af. Rep. | 380,800 | 1,300            | Pointe Noire 1120         | 75           | 48                       |
| Chad     | 793,600     | 3,300            | Lagos 1440                | 65           | 19                       |
| Lesotho  | 13,720      | 850              | Durban 320, Cape Town 1000| 55           | 65                       |
| Malawi   | 73,600      | 4,000            | Beira 480                 | 40           | 46                       |
| Mali     | 744,000     | 4,600            | Dakar 1040, Conakry 760   | 60           | 22                       |
| Niger    | 774,200     | 3,300            | Cotonou 500, Conakry 1160 | 70           | 27                       |
| Rwanda   | 16,800      | 3,100            | Mombasa 1120, Dar es Salam 1200 | 50         | 29**                     |
| Uganda   | 143,000     | 7,500            | Mombasa 800               | 100          | 39                       |
| Upper Volta | 169,600 | 4,900            | Abidjan 840               | 50           | 21                       |
| Zambia   | 456,800     | 3,700            | Beira 920, Dar es Salaam 1600 | 200         | 69**                     |
| Swanziland | -       | 650              | Lourenco, Marques Mozan 180 | 180         | -                        |

**EUROPE**

| Austria  | 51,840      | 7,300            | Trieste 360, Hamburg 736  | 1,030        | 47                       |
| Czechoslovakia | 79,040 | 14,000           | Trieste 520, Hamburg 496  | 900          | 42                       |
| Hungary  | 64,000      | 10,000           | Trieste 440                | 870          | 34                       |
| Liechtenstein | 96     | 20               | Genoa 320, Rotterdam 680   | -            | -                        |
| Luxembourg | 1,600     | 330              | Antwerp 200                | 1,820        | -                        |
| San Marino | 37       | 17               | Rimini 16                  | -            | -                        |
| Switzerland | 25,600    | 6,000            | Genoa 280, Rotterdam 600   | 2,150        | 52                       |

**Note:** % of exports only in monetary sector of GNP

(Contd....)
<table>
<thead>
<tr>
<th>STATES</th>
<th>Area (km²)</th>
<th>Population ('000)</th>
<th>Distance to the sea (km)</th>
<th>GDP per cap.</th>
<th>Foreign Trade as % of GDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Afghanistan</td>
<td>650,000</td>
<td>15,000</td>
<td>Karachi 1040</td>
<td>65</td>
<td>22</td>
</tr>
<tr>
<td>Laos</td>
<td>140,624</td>
<td>2,000</td>
<td>Bangkok 600, Saigon 920</td>
<td>65</td>
<td>26</td>
</tr>
<tr>
<td>Mongolia</td>
<td>942,300</td>
<td>1,100</td>
<td>Tientsin 1240</td>
<td>390</td>
<td>39</td>
</tr>
<tr>
<td>Nepal</td>
<td>36,880</td>
<td>10,000</td>
<td>Calcutta 720</td>
<td>65</td>
<td>-</td>
</tr>
<tr>
<td>Bhutan</td>
<td>900</td>
<td>900</td>
<td>Calcutta 6004</td>
<td>70</td>
<td>-</td>
</tr>
<tr>
<td>SOUTH AMERICA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bolivia</td>
<td>672,000</td>
<td>3,400</td>
<td>Kollendo 400, Santos 2480</td>
<td>150</td>
<td>45</td>
</tr>
<tr>
<td>Paraguay</td>
<td>251,000</td>
<td>2,000</td>
<td>Antofagasta 1280, Arica 320</td>
<td>200</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rosario 830</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Other minor land-locked territories are: Andorra, Byelorussia, Vatican City and West Berlin in Europe; Rhodesia and Swaziland in Africa; Bhutan and Tibet in Asia.

Note: 1 All figures are rounded from latest available statistics and intended for comparative purposes only.

2 Rounded straight-line distance from capital of land-locked state or territory to most commonly used seaports.

## Appendix II

### Generalized Hilshi-Tribal Structure of Afghanistan

<table>
<thead>
<tr>
<th>Pashto (P), Dari (D)</th>
<th>Kin-Political Unit</th>
<th>Approximate English equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Watan (D); 'amlakat (d); Heyyad (P)</strong></td>
<td>Afghanistan as a geographical entity; A nation with boundaries</td>
<td>Nation-State</td>
</tr>
<tr>
<td><strong>Wolus (P); Qellat (D)</strong></td>
<td>In the cultural sense, Afghanistan or an individual ethnic group; in the political sense, everyone in Afghanistan</td>
<td>Nation or Ethnic Group</td>
</tr>
<tr>
<td><strong>Hukumat (D)</strong></td>
<td>Afghanistan: Government in the administrative areas</td>
<td>Bureaucracy</td>
</tr>
<tr>
<td><strong>Dawlat (D)</strong></td>
<td>Afghanistan - the three branches - executive, legislative, judicial</td>
<td>Government Structure</td>
</tr>
<tr>
<td><strong>Tayfa (D); Takun (P)</strong></td>
<td>Ethnic group by physical type, e.g., Tayfa-yi-Hazara</td>
<td>Ethnic Group (racial connotations)</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td><strong>Pushtun</strong></td>
<td><strong>Ethnic group in the political sense</strong></td>
</tr>
<tr>
<td></td>
<td>Qaum (D, P); Qabila (D); more formalized Arabic term: Tabar (P)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Durrani</td>
<td>No special term</td>
</tr>
</tbody>
</table>

*The Durrani and the Ghilzai, largest Pushtun tribe, are simply referred to by name.*

(Contd.....)
<table>
<thead>
<tr>
<th>Pashto (P), Dari (D) Terms</th>
<th>Kin-Political Unit</th>
<th>Approximate English equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zirak</td>
<td>Qabila preferred; but Qaum also used; Tabar (P), Khater (D, mainly Tajik)</td>
<td>Tribe</td>
</tr>
<tr>
<td>Smaller tribes, e.g., Wardak Jazi, Mohmand, Shinwari</td>
<td>Qaum preferred; Qabila also used</td>
<td>Tribe</td>
</tr>
<tr>
<td>Barakzai</td>
<td>Qaum (D, P); Tabar (P); Khater (P)</td>
<td>Section</td>
</tr>
<tr>
<td>Mohammadzai</td>
<td>P'sha (P); Khater (D)</td>
<td>Lineage (if residential unity still exists, a clan)</td>
</tr>
<tr>
<td>Yahya Khel</td>
<td>Khel (D, P)</td>
<td>Sublineage</td>
</tr>
<tr>
<td>Khurani (P); Khanawad (D)</td>
<td>Plarghanoy (P) if ego's father or under-head; Nikaghancy (P) if grand-father is head</td>
<td>Extended family with residential unity, and intensive reciprocal social, economic and political rights and obligations</td>
</tr>
<tr>
<td>Kahol (P); Kurani (D)</td>
<td>Group with which grandfather lives called Mikaghancy units without grandfather called Plarghanoy</td>
<td>Extended family with no residential unity, but with at least residual social, political rights and obligations</td>
</tr>
<tr>
<td>Various family names when they exist</td>
<td>Family; Mastari (D, P); aulad (Arabicized D, P)</td>
<td>Nuclear family; mainly found among urban tribals</td>
</tr>
</tbody>
</table>

(Contd....)
1. The terms used are fuzzy because it is very difficult to generalize for all groups, or even within specific groups. The people in the various units can seldom define or describe the structure, but they live it functionally all their lives.

2. The terms used by Dari speakers are often Arabic.

3. Example given from ethnic group to sublineage will follow kin political structure of the current Royal family.

4. In this category are the main tribal units of both the Durrani and Ghilzai; Durrans, Achakzais, Alkozais, Alizais, Durzais, Pepolzais, Ghilzais, Ali Khel, Indar, Hotaki, Ehtarot, Pasir, Sulaiman Khel, Taraki, Tokhi. The Ali Khel and the Sulaiman Khel still retain the "Khel", although they have power into fullfledged tribes.

5. Kalol especially disruptive to women, who must leave to join husband's household. In extended family units, ego refers to his paternal uncles and cousins collectively a Tuburghaney.

Appendix III

ARBITRAL AWARD ON THE SEISTAN WATER QUESTION,
DATED THE 10TH APRIL 1905

Preliminary Remarks

Paragraph 1. - General Sir Frederick Goldsmid, as Arbitrator between Persia and Afghanistan, was called upon to settle the question of rights to land and water of Persia and Afghanistan in Seistan. He delivered an arbitral award on both points in 1872, which was confirmed by Her Majesty's Secretary of State for Foreign Affairs, and accepted by the Persian and Afghan Governments in 1873.

2. At the time of the above award, the Helmand river had one main distributary channel in Seistan, i.e., the Rud-i-Seistan, at the mouth of which, in order to divert sufficient water into this Rud, was a tamarisk band known as the Band-i-Kohak or Band-i-Seistan. The Helmand river from thence onwards flowed in one channel past Nad Ali and along what is now known as the Sikhsar into the Kaizar and Hamun. In 1396 a large flood caused the river to burst out for itself a new main channel, which left the old one near Shahgul and is now known as the Rud-i-Parium.

3. Various disputes regarding water between Persian and Afghan Seistan, which were caused by changes in the course of canals and in the course of the main river, have arisen since 1872. My enquiries show that these have, until recently, always been mutually and amicably settled by the responsible
officials concerned on both sides, i.e., the Governors of Seisten and Chakhansur. These officials, who thoroughly understood each other's water requirements, have always shown great tact and skill in settling water disputes to the mutual satisfaction of both countries.

4. Unfortunately of recent years, whatever may have been the cause, and whether this was due to the changes in the course of the main stream, or to more strained relations, the amicable settlement of water difficulties has been found to be no longer possible. A series of small, and in themselves unimportant, water questions arose between 1900 and 1902, which by reason of estrained relations, caused mutual misunderstanding and increased ill-feeling, until matters were brought to a crisis by further disputes arising from abnormal deficiency of water in the Helmand in 1902. This led to the present reference to the arbitration of the British Government.

5. The condition under which the present arbitration has been agreed to by the Governments of Persia and Afghanistan is that the award should be in accordance with the terms of Sir Frederick Goldsmid's award.

6. In framing my award I am, therefore, restricted by the above condition.

7. Sir Frederick Goldsmid's award on the water question was as follows:

"It is to be clearly understood that no works are to be carried out on either side calculated to interfere with the
requisite supply of irrigation on both banks of the Helmand."
Her Majesty's Secretary of State for Foreign Affairs, in his capacity as the final confirming authority of that award further laid down in 1873, after consulting General Goldsmid, that the above clause should not be understood to apply either to existing canals or to old or disused canals that it may be desired to put in proper repair, nor would it interfere with the excavation of new canals, provided that the requisite supply on both banks is not diminished.

8. The above award is so definite that it is unnecessary to make any attempt to define it further, except on one particular point. This award provides that Persia has a right to a requisite supply of water for irrigation. In order to prevent future misunderstandings, it only remains to define what amount of water fairly represents a requisite supply for Persian requirements.

9. From the careful and exhaustive measurements, observations, and enquiries made by this Mission in Seistan, the following facts have been clearly established:-

(a) Seistan suffers more from excess than deficiency of water. Far more loss is caused by the damage done to land and crops year after year by floods, than is caused by want of water for irrigation.

(b) In only very few exceptional abnormal years of low river has any question of sufficiency of water arisen in Seistan, and then Afghan Seistan has suffered equally with
Persian Seistan. Moreover, questions as to the sufficiency of water only prove serious when the spring crop cultivation is concerned, when the river is at its lowest, i.e., between the autumn and spring equinoxes, yet it has been ascertained that in only 3 out of the past 35 years has there been any serious deficiency of water in Seistan during that season. It is necessary, therefore, first to consider water requirements during the season of spring crops. Any settlement based on the requirements of that season will meet the case of the remainder of the year also.

(c) After carefully calculating the normal volume of the Helmand river during the period between the autumn equinox and the spring equinox it has been clearly ascertained that one-third of the water which now reaches Seistan at Bandar-i-Kamal Khan would amply suffice for the proper irrigation of all existing cultivation in Persian Seistan, and also allow of a large future extension of that cultivation. This would leave a requisite supply for all Afghan requirements.

10. I therefore give the following award:-

AWARD

Clause I. - No irrigation works are to be carried out on either side calculated to interfere with the requisite supply of water for irrigation on both banks of the river but both sides have the right, within their own territories, to maintain existing canals, to open out old or disused canals,
and to make new canals, from the Helmand river, provided that
the supply of water requisite for irrigation on both sides is
not diminished.

Clause II. - The amount of water requisite for irriga-
tion of Persian lands irrigable from and below the Band-i-Kohak
is one-third of the whole volume of the Helmand river which
enters Seistan.

Seistan, to which Sir Frederick Goldsmid's award applies,
comprises all lands on both banks of the Helmand from Bandar-i-
Kamal Khan downwards.

Clause III. - Persia is, therefore, entitled to one-
third of the whole Helmand River calculated at the point where
water is first taken off from it to irrigate lands on either
bank situated at or below Bandar-i-Kamal Khan.

Clause IV. - Any irrigation works constructed by Af-
ghanistan to divert water into Seistan lands, as above defined,
must allow of at least one-third of the volume of the whole
river being available for Persian use at Band-i-Kohak.

Clause V. - To enable both sides to satisfy themselves
that this award is being complied with, and at the same time
to avoid the necessity of fresh references to the British
government and the expense of special mission, a British
officer of irrigation experience shall be permanently attached
to the British Consulate in Seistan. He will be empowered to
give an opinion, when required by either party, on any case of
doubt or dispute over water questions that may arise. He will, when necessary, take steps to bring the real facts of any case to the notice of the Government concerned. He will be able also to call the attention of either party to any important indications of threatening danger to their water-supply arising from natural causes or their own irrigation works. To enable this officer properly to fulfil the functions of his office, free access shall be given to him by either side to the Helmand river and its branches and the heads of canals leading therefrom.

Clause VI. - The maintenance of the Band-i-Kohak is of great importance to the welfare of Persian Sistan. It is possible that the deepening of the river bed at and below the site of the present band may necessitate moving the band a short distance further up the river. Afghanistan should allow Persia to move this band, if necessary, and grant Persia the right to excavate the short canal required for such new band through Afghan territory to the Rud-i-Seistan.

Similarly, should it become necessary for Afghanistan to move the present Shahgul Band across the Rud-i-Parium somewhat lower down that stream, Persia should (as has been done before) allow Afghanistan right of way for a canal through Persian territory from that band to the Nad Ali Channel.

Clause VII. - It will be noted that the rights to the Helmand river which her geographical position naturally gives to Afghanistan as owner of the Upper Helmand, have been
restricted to the extent stated above in favour of Persia in accordance with Sir Frederick Goldsmid's award. It follows, therefore, that Persia has no right to alienate to any other Power the water rights thus acquired without the consent of Afghanistan.

Clause VIII. - I cannot close this award without a word of warning to both countries concerned. The past history of the Helmand river in Seistan shows that it has always been subject to sudden and important changes in its course, which have from time to time diverted the whole river into a new channel and rendered useless all the then existing canal systems. Such changes are liable to occur in the future, and great care should, therefore, be exercised in the opening out of new canals, or the enlargement of old canals leading from the Helmand. Unless this is done with proper precaution, it may cause the loss to both countries. This danger applies equally to Afghanistan and Persia.

CAMP KOHAK
The 10th April 1905

A.H. McMahon, Colonel,
British Commissioner,
Seistan Arbitration Commission
Treaty between the British Government and His Highness Muhammad Yakub Khan, Amir of Afghanistan and its Dependencies, concluded at Gandamak on the 26th May 1879, by His Highness the Amir Muhammad Yakub Khan on his own part, and on the part of the British Government by Major P.W.F. Cavagnari, C.S.I., Political Officer on Special Duty, in virtue of full powers vested in him by the Right Honorable Edward Robert Lytton Bulwer-Lytton, Baron Lytton of Knabworth, and a Baronet, Grand Master of the Most Exalted Order of the Star of India, Knight Grand Cross of the Most Honorable Order of the Bath, Grand Master of the Order of the Indian Empire, Viceroy and Governor-General of India.

The following Articles of a treaty for the restoration of peace and amicable relations have been agreed upon between the British Government and His Highness Muhammad Yakub Khan, Amir of Afghanistan and its dependencies:

Article 1
From the day of the exchange of the ratifications of the present Treaty there shall be perpetual peace and friendship between the British Government on the one part and His Highness the Amir of Afghanistan and its dependencies, and his successors, on the other.

Article 2
His Highness the Amir of Afghanistan and its dependencies engages, on the exchange of the ratifications of this Treaty, to publish a full and complete amnesty, absolving all his subjects from any responsibility for intercourse with the British Forces during the war, and to guarantee and protect
all persons of whatever degree from any punishment or molestation on that account.

**Article 3**

His Highness the Amir of Afghanistan and its dependencies agree to conduct his relations with Foreign States, in accordance with the advice and wishes of the British Government. His Highness the Amir will enter into no engagements with Foreign States, and will not take up arms against any Foreign State except with the concurrence of the British Government. On these conditions, the British Government will support the Amir against any foreign aggression with money, arms, or troops, to be employed in whatsoever manner the British Government may judge best for this purpose. Should British troops at any time enter Afghanistan for the purpose of repelling foreign aggression, they will return to their stations in British territory as soon as the object for which they entered has been accomplished.

**Article 4**

With a view to the maintenance of the direct and intimate relations now established between the British Government and His Highness the Amir of Afghanistan and for the better protection of the frontiers of His Highness's dominions, it is agreed that a British Representative shall reside at Kabul, with a suitable escort in a place of residence appropriate to his rank and dignity. It is also agreed that the British
Government shall have the right to depute British Agents with suitable escorts to the Afghan frontiers, whenever this may be considered necessary by the British Government in the interests of both States, on the occurrence of any important external fact. His Highness the Amir of Afghanistan may on his part depute an Agent to reside at the Court of His Excellency the Viceroy and Governor-General of India, and at such other places in British India as may be similarly agreed upon.

Article 5

His Highness the Amir of Afghanistan and its dependencies guarantees the personal safety and honorable treatment of British Agents within his jurisdiction; and the British Government on its part undertakes that its Agents shall never in any way interfere with the internal administration of His Highness's dominions.

Article 6

His Highness the Amir of Afghanistan and its dependencies undertakes, on behalf of himself and his successors, to offer no impediment to British subjects peacefully trading within his dominions so long as they do so with the permission of the British Government, and in accordance with such arrangements as may be mutually agreed upon from time to time between the two Governments.

Article 7

In order that the passage of trade between the
territories of the British Government and of His Highness the Amir of Afghanistan may be open and uninterrupted. His Highness to the Amir of Afghanistan agrees to use his best endeavours to ensure the protection of traders and to facilitate the transit of goods along the well-known customary roads of Afghanistan. These roads shall be improved and maintained in such manner as the two Governments may decide to be most expedient for the general convenience of traffic, and under such financial arrangements as may be mutually determined upon between them. The arrangements made for the maintenance and security of the aforesaid roads, for the settlement of the duties to be levied upon merchandise carried over these roads, and for the general protection and development of trade with, and through the dominions of His Highness, will be stated in a separate Commercial treaty, to be concluded within one year, due regard being given to the state of the country.

Article 8

With a view to facilitate communications between the allied Governments and to aid and develop intercourse and commercial relations between the two countries, it is hereby agreed that a line of telegraph from Kurrar to Kabul shall be constructed by, and at the cost of the British Government, and the Amir of Afghanistan hereby undertakes to provide for the proper protection of this telegraph line.
Article 9

In consideration of the renewal of a friendly alliance between the two States which has been attested and secured by the foregoing Articles, the British Government restores to His Highness the Amir of Afghanistan and its dependencies the towns of Kandahar and Jallalabad, with all the territory now in possession of the British armies, excepting the districts of Kurram, Pishin, and Sibi. His Highness the Amir of Afghanistan and its dependencies agrees on his part that the district of Kurram and Pishin and Sibi, according to the limits defined in the schedule annexed, shall remain under the protection and administrative control of the British Government; that is to say, the aforesaid districts shall be treated as assigned districts, and shall not be considered as permanently severed from the limits of the Afghan kingdom. The revenues of these districts after deducting the charges of civil administration shall be paid to His Highness the Amir.

The British Government will retain in its own hands the control of the Khyber and Nichni Passes, which lie between the Peshawar and Jallalabad Districts, and of all relations with the independent tribes of the territory directly connected with these passes.

Article 10

For the further support of His Highness the Amir in the
recovery and maintenance of his legitimate authority, and in consideration of the efficient fulfilment in their entirety of the engagements stipulated by the foregoing Articles, the British Government agrees to pay to His Highness the Amir and to his successors in an annual subsidy of six lakhs of Rupees.

Done at Gandamak, this 26th day of May 1879, corresponding with the 4th day of the month of Jamadi-us-sani 1296, A.H.

N. CAVAGNARI, Major
Poltl. Officer on Special Duty

Amir Muhammad Yakub Khan.

LYTTON.

This treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on Friday, this 30th day of May 1879.

A. C. LYALL,
Socy. to the Govt. of India, Foreign Dept.
Appendix V


Whereas the British Government has represented to His Highness the Amir that the Russian Government presses for the literal fulfilment of the Agreement of 1873 between Russia and England by which it was decided that the river Oxus should form the northern boundary of Afghanistan from Lake Victoria (Wood's Lake) or Sarikul on the east to the junction of the Kokcha with the Oxus, and whereas the British Government considers itself bound to abide by the terms of this agreement, if the Russian Government equally abides by them, His Highness Amir Abdur Rahman Khan, G.C.S.I., Amir of Afghanistan and its Dependencies, wishing to show his friendship to the British Government and his readiness to accept their advice in matters affecting his relations with Foreign Powers, hereby agrees that he will evacuate all the districts held by him to the north of this portion of the Oxus on the clear understanding that all the districts lying to the south of this portion of the Oxus and not now in his possession, be handed over to him in exchange. And Sir Henry Mortimer Durand, K.C.I.E., C.S.I., Foreign Secretary to the Government of India, hereby declares on the part of the British Government that the transfer to His Highness the Amir of the said districts lying to the south of the Oxus
is an essential part of this transaction, and undertakes that arrangements will be made with the Russian Government to carry out the transfer of the said lands to the north and south of the Oxus.

H. K. DURAND

Amir Abdur Rahman Khan.


Whereas certain questions have arisen regarding the frontier of Afghanistan on the side of India, and whereas both His Highness the Amir and the Government of India are desirous of settling these questions by a friendly understanding, and of fixing the limit of their respective spheres of influence, so that for the future there may be no difference of opinion on the subject between the allied Governments, it is hereby agreed as follows:-

(1) The eastern and southern frontier of His Highness's dominions, from Nahkan to the Persian border, shall follow the line shown in the map attached to this agreement.

(2) The Government of India will at no time exercise interference in the territories lying in beyond this line on the side of Afghanistan, and His Highness the Amir will at no
time exercise interference in the territories lying beyond this line on the side of India.

(3) The British Government thus agrees to His Highness the Amir retaining Asmar and the valley above it, as far as Chanak. His Highness agrees on the other hand that he will at no time exercise interference in Swat, Bajaur or Chitral including the Arnawari or Bashgal valley. The British Government also agrees to leave to His Highness the Birmal tract as shown in the detailed map already given to His Highness, who relinquishes his claim to the rest of the Waziri country and Dawar. His Highness also relinquishes his claim to Chagah.

(4) The frontier line will hereafter be laid down in detail and demarcated wherever this may be practicable and desirable by Joint British and Afghan Commissioners, whose object will be to arrive by mutual understanding at a boundary which shall adhere with the greatest possible exactness to the line shown in the map attached to this agreement, having due regard to the existing local rights of villages adjoining the frontier.

(5) With reference to the question of Chanak, the Amir withdraws his objection to the new British Cantonment and concedes to the British Government the rights purchased by him in the Sirkai Tilirai water. At this part of the frontier, the line will be drawn as follows:

From the crest of the Khwaja Azran range near the Psha Kotal, which remains in British territory, the line will run in such a direction as to leave Lurgha Chanak and the Sharobo
spring to Afghanistan, and to pass half way between the New Chaman Fort and the Afghan outpost known locally as Lashkar Dand. The line will then pass half way between the railway station and the hill known as the Mian Baldak, and, turning southwards, will rejoin the Khwaja Amran range, leaving the Gwasha Post in British territory, and the road to Shorawak to the west and south of Gwasha in Afghanistan. The British Government will not exercise any interference within half a mile of the road.

(6) The above articles of agreement are regarded by the Government of India and His Highness the Amir of Afghanistan as a full and satisfactory settlement of all the principal differences of opinion which have arisen between them in regard to the frontier; and both the Government of India and His Highness the Amir undertake that any differences of detail such as those which will have to be considered hereafter by the officers appointed to demarcate the boundary line, shall be settled in a friendly spirit, so as to remove for the future as far as possible all causes of doubt and misunderstanding between the two Governments.

(7) Being fully satisfied of His Highness's goodwill to the British Government, and wishing to see Afghanistan independent and strong, the Government of India will raise no objection to the purchase and import by His Highness of munitions of war, and they will themselves grant him some help in this spirit in which his Highness the Amir has entered into
these negotiations, the Government of India undertake to increase by the sum of six lakhs of rupees a year the subsidy of twelve lakhs now granted to His Highness.

KABUL;
12th November 1893

H. H. DURAND

AMIR ABDUR RAHMAN KHAN
### Hierarchical Relationship Between Administrative Provinces and Minor Civil Divisions

<table>
<thead>
<tr>
<th>Minor Civil Divisions</th>
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**BAHYAN PROVINCCE**

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## Appendix VII

### SUMMARY OF PRESENT CLASSIFICATION OF MINOR CIVIL DIVISIONS

<table>
<thead>
<tr>
<th>Province Name</th>
<th>Provincial Centro (Far-kaz-1-Wilayat) with Municipality Grade</th>
<th>Sub-Provinces Loy Volasalis</th>
<th>Districts Loy Volasalis Grades</th>
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Source: A Provisional Secretariat of Afghanistan (Draft III), Afghan Demographic Studies, Central Statistical Office, Prime Ministry, Kabul, Afghanistan, January 1975.
Appendix VIII

AGREEMENT BETWEEN THE 'SOVFRAKHT' (OF THE USSR) AND 'TRANSIT CO' (OF AFGHANISTAN) CONCLUDED PURSUANT TO THE CONVENTION ON TRANSIT QUESTIONS BETWEEN THE TWO GOVERNMENTS

Pursuant to the Convention on transit questions concluded between the Government of the USSR and the Royal Government of Afghanistan, and signed on 28 June 1955, the All-Union Association "Sovfrakht", represented by Mr. M.I. Obozov and referred to hereafter as "Sovfrakht", on the one hand, and the joint-stock company for transport and transit of goods "Transit", represented by Mr. Sedik Shan Tarzoe and referred to hereafter as "Transit Co", on the other, have concluded the present agreement concerning the following:

Upon instructions from "Transit Co", "Sovfrakht" shall undertake the shipping from the ports of entry of Kushka and Termez of Afghan goods transiting the USSR from Afghanistan to third countries and in the opposite direction. In pursuance of this undertaking, "Sovfrakht" shall carry out the following transport and shipment operations:

1. Receive from the representative of "Transit Co" goods in transit from Afghanistan. The following procedure shall be applied:

(a) the reception of goods sent via the port of entry of Kushka shall take place at the frontier trans-shipment warehouse, where a receipt and delivery certificate shall be drawn up and signed by the representatives of both parties; from there freight shall be sent by "Sovfrakht" to Kushka
railhead by motor transport;

(b) the reception of goods sent via the port of entry of Termez shall take place on the Afghan bank of Amu-Darya River, and "Transit Co" shall ensure their loading with its own means. "Sovfrakht" shall carry out the transport of the freight across the Amu-Darya River to Soviet wharves and from there by motor transport to Termez or Uoch-Kezyyl railheads.

Freight shall be checked at reception by the number of specified units and tentatively, the weight indicated by the "Transit Co" in the bill of lading. The weight of goods shall be rechecked at the Soviet trans-shipment warehouse at the port of entry and a receipt and delivery certificate shall be drawn up and signed by the representatives of both parties.

2. Ensure the further transport of freight in transit by railway to points of destination. Ensure also the reception and delivery in ports (Klaypoda, Batumy, Baku, etc.) of freight shipped by sea and its trans-shipment to points of destination.

3. Receive from railways and sea ports consignments of goods purchased by Afghanistan and shipped from third countries; make all necessary payments for transport charges, and deliver the freight to the representative of "Transit Co."

4. Deliver to the representative of "Transit Co." the freight received for Afghanistan. The procedure shall be as follows:

(a) the freight received at Fushka railhead shall be
delivered at the frontier trans-shipment warehouse;

(b) the freight sent via Termez shall be delivered to
the representative of "Transit Co" on the Soviet bank of Amu-
Darya River; then "Sovfrakht" shall ensure its crossing by
barges to the Afghan bank, and "Transit Co" shall ensure the
unloading with its own means;

(c) the reception of goods according to the number of
specified units and the weight is recorded in a receipt and
delivery certificate, signed by the representatives of both
parties.

5. On its part, "Transit Co" shall observe in all
loading and unloading operations the loading and unloading
norms established in USSR, namely 15 tons per hour.

6. "Sovfrakht" shall ensure the storage of freight at
Kushka, Termez and Ooch-Xezyl railheads pending its further
shipment. If the storage has been necessary for reasons
depend on "Transit Co", its cost above the legal allowance
of 15 days shall be covered by "Transit Co" at the rate of
USS0.06 the gross ton (metric) a day.

7. Upon request from "Transit Co", "Sovfrakht" shall
make for "Transit Co" all necessary payments for shipment
charges by sea via ports of Caspian, Black and Baltic Seas.

8. "Sovfrakht" shall control the movement of Afghan
freight in transit on the territory of the USSR and inform
"Transit Co" as appropriate.

9. Upon request from and in the name of "Transit Co",
"Sovfrakht" shall insure the Afghan freight with Ingostrakh State Corporation for Insurance Abroad, or else with the Soviet insurance companies "Black-Bulsey" in London and "Shostafag" in Berlin.

10. Upon request from "Transit Co", "Sovfrakht" shall carry out all customs formalities on Soviet territory, as well as other shipment operations.

11. "Transit Co" shall inform "Sovfrakht" in Moscow 20 days before the beginning of every month of the freight which shall be sent during the month from Afghanistan via the ports of entry of Kushka and Termez.

12. "Transit Co" shall inform in advance "Sovfrakht" in Moscow of the shipment of every concrete consignment of freight in transit and ask for the conditions and cost of shipment. In its shipment notice, "Transit Co" shall point out: the name and address of the consignor, the denomination, volume and weight of the freight, the time of arrival at the port of entry, the place of destination and the name of the addressee, the particulars concerning the shipment papers and the insurance of the consignment, the kind of transport to be used, etc. Once "Sovfrakht" has confirmed that the said consignment has been duly received for shipment and has submitted to "Transit Co" the corresponding bill, the latter shall open with the Administration of Foreign Operations of the State Bank in Moscow a letter of credit in favour of "Sovfrakht", to the amount indicated by "Sovfrakht" and valid for 60 days; at the
same time, it shall entrust "Sovfrakht" with the responsibility of shipping the said consignment.

13. "Transit Co" shall present freight to "Sovfrakht" in good packing condition, adequate for further transportation by rail as well as by waterways, and shall provide all necessary shipment papers: specifications, certificates, packing invoices. Whenever "Sovfrakht" shall receive untransportable goods or goods without the necessary papers, it shall not accept them for shipment and shall indicate the reasons for the rejection in the bill of lading.

14. The payments for services rendered in connection with transit transportation of freight via Soviet territory shall be made in American dollars through clearing of the letters of credit opened in favour of "Sovfrakht" with the State Bank of the USSR in Moscow. The payment under the letters of credit shall be made against "Sovfrakht" accounts, with indication of the dates and numbers of the receipt and delivery certificates drawn up at Tormez or Kushka.

The questions concerning the payments of premiums for insurance of freight shall be settled separately.

"Sovfrakht" and "Transit Co" shall be economically responsible to each other for any possible breach or undue fulfillment of the present Agreement.

16. Any possible dispute concerning the implementation of the present Agreement or in connection with it shall be settled according to the procedure established in Article 12
of the Trade and Payments Agreement of 17 June 1950.

17. The present Agreement shall remain in force for one year after the date of its signature (i.e. from 11 October 1955 to 10 October 1956).

If none of the parties notifies three months prior to the expiry of the present Agreement its desire for cancellation or revision, the Agreement shall be considered as remaining in force for another year.

18. The present Agreement was drawn up in two copies, each in Russian and Persian languages; both texts are equally authentic.

19. Legal addresses of both parties concerned:

"Sovfrakht" - Moscow, Smolenskaya-Sennaya Ploshchad, 32/34.

"Transit Co" - Kabul.

AGREEMENT BETWEEN THE GOVERNMENT OF THE USSR AND THE ROYAL AFGHAN GOVERNMENT ON TRANSIT QUESTION

The Government of the Union of Soviet Socialist Republics and the Afghan Government, in view of the existing friendly relations between the two countries, and also in conformity with and as a consequence of Article VI of the Soviet-Afghan Friendship Treaty of 28 February 1921, have agreed as follows:

Article 1
The Union of Soviet Socialist Republics grants to Afghanistan the right of free transit of goods through its territory on the same conditions applicable to transit of goods belonging to third countries through the territory of the Union of Soviet Socialist Republics. This right is extended to all categories of goods, regardless of their origin or destination, and which are not prohibited under the law regulating transit through the territory of the Union of Soviet Socialist Republics.

Article 2
Afghanistan, on its part, grants to the Union of Soviet Socialist Republics the right of free transit of goods through its territory on the same conditions applicable to transit of goods belonging to third countries through the territory of Afghanistan. This right is extended to all categories of goods, regardless of the country of their origin or destination, and
which are not prohibited under the law regulating transit through the territory of Afghanistan.

Article 3

The Contracting Parties shall not collect any dues, taxes, and levies, regardless of whether the transiting goods are sent directly, or are unloaded, transloaded, warehoused, packaged or re-packaged for transport. The transport and consignment dues for transit goods shall be calculated on the territory of each Contracting Party according to the lowest tariffs applicable at the sites where despatching and consignment of goods are carried out.

Article 4

Payments for transit of goods and their handling shall be carried out, under the present Agreement, according to the Soviet-Afghan agreements in force, on commodity circulation and payments by delivery of goods, which shall be specified by the Parties at the conclusion of annual Protocols on commodity circulation.

Article 5

The relevant Soviet Union economic organizations, on the one hand, and the transport bodies and organizations of Afghanistan, on the other, shall conclude agreements concerning operations connected with transit of goods through the territory of the USSR or Afghanistan. Disputes which may arise in the course of the implementation of the aforementioned agreements
shall be settled through the procedure provided for by Article 12 of the Soviet-Afghan Agreement on commodity-circulation and payments of 17 July 1950.

**Article 6**

Unaccompanied private property of citizens of the two countries also shall allowed to transit through the territory of each Contracting Party under the provisions of the present Agreement.

**Article 7**

Customs formalities for transiting goods shall be reduced to their minimum on the territory of each Contracting Party. The Parties shall provide all relevant facilities in this respect.

**Article 8**

The present Agreement is subject to ratification. It shall acquire legal validity on the day of exchange of ratification papers and shall remain in force for 5 years. The exchange of ratification papers shall take place in Kabul. If none of the Parties notifies six months prior to the expiry of the present Agreement its desire for a cancellation, it shall remain in force for another five-year period. The present Agreement was drawn up in Moscow on 28 June 1955 in two copies each in the Russian and Persian languages. Both texts are equally authentic.
Appendix IX

TREATY

Preamble

The British Government and the Government of Afghanistan, with a view to the establishment of neighbourly relations between them, have agreed to the Articles written hereunder, wherefore the undersigned, duly authorised to that effect, have set their seals.

Article I

The British Government and the Government of Afghanistan mutually certify and respect with regard to the other, all rights of internal and external independence.

Article II

The two High Contracting Parties mutually accept the Indo-Afghan Frontier, as accepted by the Afghan Government. Under Article V of the treaty concluded at Rawalpindi on the 8th August 1919, corresponding to the 11th Ziga, 1337 Hijra, and also the boundary west of the Khyber laid down by the British Commission in the months of August and September 1919, pursuant to the said Article, and shown on the map attached to this treaty by a black chain line; subject only to the realignment set forth in Schedule I annexed, which has been agreed upon in order to include within the boundaries of Afghanistan the place known as Tor Kham, and the whole bed of the Kabul river between Shilman Khwala Banda and Palosai, and which is
shown on the said map by a red chain line. The British Government agrees that the Afghan authorities shall be permitted to draw water in reasonable quantities through a pipe, which shall be provided by the British Government from Landi Khana for the use of Afghan subjects at Tor Khan, and the Government of Afghanistan agrees that the British officers and tribesmen living on the British side of the boundary shall be permitted without let or hindrance, to use the aforesaid portion of the Kabul river for the purpose of navigation, and that all existing rights of irrigation from one aforesaid portions of the river shall be continued to British subjects.

Article III

The British Government agrees that a Minister from His Majesty the Amir of Afghanistan shall be received at the Royal Court of London, like the envoys of all other powers, and to permit the establishment of an Afghan Legation in London, and the Government of Afghanistan likewise agrees to receive in Kabul a Minister from His Britannic Majesty the Emperor of India, and to permit the establishment of a British Legation at Kabul.

Each party shall have the right of appointing a Military Attache in its Legation.

Article IV

The Government of Afghanistan agrees to the establishment of British Consulate at Kandahar and Jalalabad and the
British Government agrees to the establishment of an Afghan Consul-General at the headquarters of the Government of India, and three Afghan Consulates at Calcutta, Karachi and Bombay. In the event of the Afghan Government desiring at any time to appoint Consular officers in the British territories other than India, a separate agreement shall be drawn up to provide for such appointments, if they are approved by the British Government.

Article V

The two High Contracting Parties mutually guarantee the personal safety and honourable treatment each of the representatives of the other, whether Minister, Consul-General, or Consuls, within their own boundaries, and they agree that the said representatives shall be subject in the discharge of their duties to the provisions set forth in the second schedule annexed to this treaty. The British Government further agrees that the Minister, Consul-General, and the Consuls of Afghanistan shall, within the territorial limits within which they are permitted to reside or to exercise their functions, notwithstanding the provisions of the said schedule, receive and enjoy any rights or privileges which are or may hereafter be granted to or enjoyed by the Minister, Consul-General, and Consuls of any other Government in the countries in which the place of residence of the said Minister, Consul-General and Consuls of Afghanistan are fixed; and the Government of Afghanistan
likewise agrees that Minister, Consuls of Great Britain shall, within the territorial limits within which they are permitted to reside or to exercise their functions, notwithstanding the provisions of the said schedule, receive and enjoy any rights or privileges which are or may hereafter be granted to or enjoyed by the Minister or Consuls of any other Government, in the countries in which the places of residence of the said minister and consuls of Great Britain are fixed.

**Article VI**

As it is for the benefit of the British Government and the Government of Afghanistan that the Government of Afghanistan shall be strong and prosperous, the British Government agrees that, whatever quantity of material is required for the strength and welfare of Afghanistan, such as all kinds of factory machinery, engines and materials and instruments for telegraph, telephones, etc., which Afghanistan may be able to buy from Britain or the British Dominions or from other countries of the world, shall ordinarily be imported without let or hindrance by Afghanistan into its own territories from the ports of the British Isles and British India. Similarly the Government of Afghanistan agrees that every kind of goods, the export of which is not against the internal law of the Government of Afghanistan and which may in the judgement of the Government of Afghanistan be in excess of the internal needs and requirements of Afghanistanis, and is required by the
British Government, can be purchased and exported to India with the permission of the Government of Afghanistan. With regard to arms and munitions, the British Government agrees that, as long as it is assured that the intentions of the Government of Afghanistan are friendly, and that there is no immediate danger to India from such importation in Afghanistan, permission shall be given without let or hindrance for such importation. If, however, the Arms Traffic convention is hereafter ratified by the great powers of the world and comes into force, the right of importation of arms and munitions by the Afghan Government shall be subject to the proviso that the Afghan Government shall first have signed the Arms Traffic Convention, and that such importation shall only be made in accordance with the Convention should the Arms Traffic Convention not be ratified or lapse, the Government of Afghanistan, subject to the foregoing assurance, can from time to time import into its own territory the arms and munitions mentioned above through the ports of the British Isles and British India.

**Article VII**

Custom duties shall be levied at British Indian ports on goods imported under the provision of Article VI on behalf of the Government of Afghanistan, for immediate transport to Afghanistan, provided that a certificate, signed by such Afghan authority or representative as may from time to time be determined by the two Governments, shall be presented.
at the time of importation to the Chief Custom Officer at the port of import, setting forth that the goods in question are the property of the Government of Afghanistan and are being sent under its orders to Afghanistan and showing the description, number and value of the goods in respect of which exemption is claimed; provided, secondly, that the goods are required for the public services of Afghanistan and not for the purposes of any state monopoly or state trade, and provided, thirdly, that the goods are, unless of a clearly distinguishable nature, transported through India in sealed packages, which shall not be opened or sub-divided before their export from India.

(And also the British Government declared that it has no present intention of levying customs duty on goods or livestock of Afghan origin or manufacture, imported by land or by river into India or exported from Afghanistan to other countries of the world through India, and the import of which in India is not prohibited by law.) In the event, however, of the British Government, deciding in the future to levy custom duties on goods and livestock imported into India by land or by river from neighbouring states it will, if necessary, levy such duties on imports from Afghanistan, but in the event of it agrees that it would not levy higher duties on imports from Afghanistan than those levied on imports from such neighbouring states. Nothing in this Article shall prevent the levy on imports from Afghanistan of the present Hyber tolls and of
octroi in any town of India in which octroi is or may be hereafter levied, provided that there shall be no enhancement over the present rate of Khyber tolls.

**Article VIII**

The British Government agrees to the establishment of trade agents by the Afghan Government at Peshawar, Quetta and Parackinori, provided that the personnel and their property of the said agencies shall be subject to the operation of all British laws and orders and to the jurisdiction of British courts; and that they shall not be recognized by the British authorities as having any official or special privileged position.

**Article IX**

The trade goods coming to (imported to) Afghanistan under the provisions of Article VII from Europe etc., can be opened at the railway terminuses at Jamrud, in the Kurran, and at Charan, for packing and arranging to suit the capacity of baggage animals without this being the cause of re-imposition of custom duties; and the carrying out this will be arranged by the trade representative mentioned in Article XII.

**Article X**

The two High Contracting Parties agree to afford facilities of every description for the exchange of postal matter between their two countries provided that neither shall be
authorized to establish post offices within the territory of
the other. In order to give effect to this Article, a sepa-
rate postal convention shall be concluded for the preparation
of which such numbers of special officers as the Afghan Govern-
ment may appoint shall meet the officers of the British
Government and consult with them.

Article XI

The two High Contracting Parties having mutually satis-
fied themselves each regarding the goodwill of the other and
especially regarding their benevolent intentions towards the
tribes residing close to their respective boundaries, hereby
undertake each to inform the other in future of any military
operations of major importance, which may appear necessary for
the maintenance of order among the frontier tribes residing
within their respective sphere, before the commencement of
such operation.

Article XII

The two High Contracting Parties agree that representa-
tives of the Government of Afghanistan and of the British
Government shall be appointed to discuss the conclusion of a
Trade Convention and the convention shall be in the first place
be regarding the measures (necessary) for carrying out the
purpose mentioned in Article IX of this treaty. Secondly,
(they) shall arrange regarding commercial matters not now men-
tioned in this treaty, which may appear desirable for the
benefit of the two Governments. The trade relations between the two Governments shall continue until the Trade Convention mentioned above comes into force.

**Article XIII**

The two High Contracting Parties agree that the first and second schedules attached to this treaty shall have the same binding force as the Articles contained in this treaty.

**Article XIV**

The provisions of this treaty shall come into force from the date of its signature, and shall remain in force for three years from the date. In case neither of the High Contracting Parties should have notified, twelve months before the expiration of the said three years, the intentions to terminate it, it shall remain binding until the expiration of one year from the day on which either of the High Contracting Parties shall have denounced it. This treaty shall come into force after the signature of the missions of the two parties, and the two ratified copies of this shall be exchanged in Kabul within 2½ months after the signature.

Sd: Mahmud Tarzi
Chief of the Delegation of the Afghan Government for the conclusion of the treaty.
Tuesday, 30th Agrab 1300, Hijra Hijri (corresponding to 22nd November 1921).

Sd: Henry R. C. Dobbs
Envoy Extraordinary and Chief of the British Mission to Kabul
This twenty-second day of November, the thousand nine hundred and twenty-one.
Appendix X

AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF AFGHANISTAN AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN FOR REGULATION OF TRAFFIC IN TRANSIT

The Government of the Kingdom of Afghanistan and the Government of the Islamic Republic of Pakistan being desirous of strengthening the economic ties between their two countries on a mutually advantageous basis, improving the facilities now available for transit trade, and removing the difficulties in the movement of goods through the two countries, and having taken into consideration the present volume and future development of transit trade have decided to conclude an Agreement and to this end have appointed their Plenipotentiaries as under:

The Government of the Kingdom of Afghanistan
Mohammed Sarmar Omar, Minister for Commerce
The Government of the Islamic Republic of Pakistan
Wahiduzzaman, Minister for Commerce

who having exchanged their full powers, found in good and due form, have agreed to the following Articles:

Article 1

The Contracting Parties undertake in accordance with the provisions of this Agreement to grant and guarantee to each other the freedom of transit to and from their territories. No distinction shall be made which is based on the flag of vessels, the place of origin, departure, entry, exit or destination or any other circumstances relating to the
ownership of goods, of vessels or of other means of transport.

Article 2

Goods including baggage, and vessels and other means of transport shall be deemed to be in transit across the territory of a Contracting Party, when the passage across such territory with or without trans-shipment, is only a portion of a complete journey beginning and terminating beyond the frontier of the Contracting Party across whose territory the traffic passes. Traffic of this nature is termed in this Agreement "Traffic in Transit".

Article 3

The transit routes shall be

1. Peshawar-Torkham and vice versa.
2. Chaman-Spin Boldak and vice versa.

Additional routes may be agreed between the Contracting Parties from time to time. Goods moving via these routes shall be entered at the proper Customs post prescribed by each Party. Adequate transit and other facilities shall be provided by the Contracting Party concerned at these posts.

Article 4

No customs duties, taxes, dues, or charges of any kind whether national, provincial or municipal regardless of their names and purposes, shall be levied on traffic in transit except charges for transportation or those commensurate with
the administrative expenses entailed by traffic in transit or
with the cost of services rendered.

With a view to achieving simplification of existing
Customs practices and procedures, the Contracting Parties agree
to adopt at points of entry and exit the procedures laid down
in the Annex to this Agreement.

Article 5

Without prejudice to the generality of the provisions
contained in Article 3, the Government of the Islamic Republic
of Pakistan shall earmark sheds and open spaces in the Karachi
Port Area, to be known as Afghan Transit Area for the goods in
transit to and from Afghanistan. For hazardous and awkward
goods separate arrangements for storage will be made as indi-
cated in the Annex.

Article 6

The two Contracting Parties, recognizing the importance
of the Kabul-Torkham-Peshawar transit route, have decided to
examine all matters pertinent to the development of this route,
including further consideration of the extension of the railway
from Landi-Khana to Torkham.

Article 7

The Government of the Islamic Republic of Pakistan
undertake to meet in full the requirement of wagons for transit
traffic on both Karachi-Spin Boldak and Peshawar-Karachi routes.
Article 8

Each Contracting Party shall appoint Liaison Officers in their respective territories to look into the working of this Agreement and to refer, for expeditious solution, to the appropriate authorities in their own country and to the Liaison Officer in the other country, any question arising from the operation of the Agreement. The two Liaison Officers will meet as often as necessary and the Contracting Parties shall provide them with the necessary facilities.

Article 9

The Contracting Parties agree that railway freight, port and other dues shall be subject to the most sympathetic consideration and shall be no less favourable than those imposed by either Party on goods owned by its own nationals.

Article 10

Nothing in this Agreement shall be construed to prevent the adoption and enforcement by either Party of measures necessary to protect public morals, human, animal or plant life or health and for the security of its own territory.

Article 11

The Contracting Parties shall meet and consult each other once a year to review the working of this Agreement.

Article 12

The Contracting Parties agree to resolve any differences
relating to the interpretation of this Agreement, by mutual negotiation and in the event of failure to reach a settlement, to refer the matter to an arbitrator acceptable to both Parties, whose decision shall be binding.

**Article 13**

Nothing in this Agreement or its Annexes will affect in any way the political stand of the two countries or the political differences existing between them, and the Contracting Parties fully reserve their rights with regard to these subjects.

**Article 14**

This Agreement shall be ratified and the Instruments of Ratification shall be exchanged at Rawalpindi. The Agreement shall come into force from the date of the exchange of the Instruments of Ratification and shall remain in force for five years from the date it comes into force. Unless notice of termination is given in writing by either Contracting Party to the other six months before the expiration of the five years' period, the Agreement shall be automatically renewed for a further period of five years. It can thereafter be terminated by either Party at any time provided six months' notice of termination is given by either Party.

The present Agreement is drawn in duplicate in the Dari and English languages, both texts being equally valid.

**IN WITNESS WHEREOF,** the undersigned, being duly authorized by their respective Governments, have signed the
present Agreement.

Done in duplicate in the Dari and English languages at Kabul on 2 March 1965.

Appendix XI

PROTOCOL AFFIRMED BETWEEN the GOVERNMENT OF THE KINGDOM OF AFGHANISTAN AND the GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

DATED 2 MARCH 1965

In accordance with the provisions of the Agreement signed in Kabul between the authorized representatives of the Contracting Parties on 2 March 1965, regulating Traffic in Transit to and from Afghanistan, the signatories, in order to regulate the transport of goods by lorries from Peshawar to Kabul and from Chaman to Mandahar and vice versa, until such time when extension of railroads is completed, have agreed as follows:

Article 1

The two Governments agree that there shall be open competition for all transporters for carriage of all categories of goods to and from Afghanistan irrespective of ownership of goods.

Article 2

The two Governments agree to accord to transporters and clearing and forwarding agents from either country national treatment.

Article 3

Determination of freight rates shall be left to market conditions for goods of all descriptions and denominations. No discrimination shall be made by the authorities of either Government in the matter of allocation of freight as between
the transporters of either country.

Article 4

Each Government agrees that no taxes shall be levied by it on transport vehicles registered in the territory of the other country except by prior consultations and on the basis of equality.

Article 5

The two Governments agree that:

(a) Route permits shall be issued by the country in which the vehicles are registered;

(b) Driving Licences and certificates of fitness in respect of transport vehicles covered by this protocol issued in one country shall be valid in the other country; vehicles carrying petroleum and petroleum products shall continue to be governed by existing practice regarding certificates of fitness; and

(c) The period for which vehicles of one country may stay in the other on each trip shall be fixed on a uniform reciprocal basis.

Article 6

The two Governments agree to grant to transporters multiple entry visas valid for a period of six months at a time.

Article 7

The two Governments agree to grant to transport vehicles
road permits valid for a period of six months at a time.

Article 3

The two Governments shall consult each other with a view to adopting necessary measures to facilitate the flow of traffic between the two countries and shall seek all possible means within their power to remove any factors which may damage the normal accomplishment of the operation foreseen in the Protocol.

Article 9

This Protocol shall come into force simultaneously with the Agreement on Traffic in Transit signed on 2 March 1965.

Done in duplicate in English and Dari, both texts being equally authentic, in Kabul on 2 March 1965, corresponding to the 12 of Ruct, 1343.

I. Customs and other procedures in respect of goods and passengers' unaccompanied baggage entering Pakistan for transit to Afghanistan

1. On arrival of the goods the owner or his agent shall at the time of entering them at the Customs House:

(a) declare that the goods are intended for such transit;

(b) furnish in quadruplicate an invoice of the goods so declared in the prescribed form specifying therein by which of the two authorized routes the goods are intended to be transported via:

(1) Peshawar-Torkham,

(2) Chaman-Spin Boldak;

(c) on compliance with the above provisions the documents will be completed on the basis of exemption from duty, sales tax and import trade control regulations after such inspection as may be considered necessary.

2. The further procedure in respect of goods arriving through Karachi will be as follows:

The goods will be sealed with Customs seal and removed from the Karachi Port Trust transit sheds, under Customs supervision, to the Afghan transit sheds specially set apart for the purpose under Customs physical control. Heavy goods such as machinery and iron or steel, etc. will be removed from the Karachi Port Trust transit areas under Customs supervision and stored in enclosed open spaces, specially provided for the
purpose, under Customs control. Explosives and hazardous goods and heavy cargo exceeding five tons in weight for which special storage arrangements have been provided by the Karachi Port Trust will not be removed to the transit shed or open space set apart for Afghan transit goods.

3. The goods will be loaded under Customs supervision into railway wagons, exclusively provided for in-transit goods, which will be sealed by the railway. In the case of open wagons loading heavy articles such as cars, trucks, machinery, iron and steel, etc., sealing may be dispensed with. The original copy of the invoice duly checked and completed by the Customs will be handed over to the owner or his agent. At the same time the duplicate and triplicate copies of the invoice will be dispatched by the Customs House to the Afghan Customs at Spin Doldak.

4. On receipt of the invoice from the Pakistan Customs, the Afghan Customs at Spin Doldak will retain the duplicate and return the triplicate copy to the Customs House of dispatch in Pakistan with appropriate endorsements certifying the arrival of the goods.

5. The procedure in respect of goods dispatched by the Peshawar-Torkham route from Karachi will be the same as detailed up to and including paragraph 3 in respect of Spin Doldak. The procedure thereafter will be that the Customs House will dispatch the duplicate and triplicate copies of the invoice to the Customs Officer at Peshawar. On receipt of the invoice from
the Karachi Customs the Customs officer at Peshawar shall retain the duplicate and forward the triplicate copy to the Customs officer at Torkham. On arrival at Peshawar such goods will be carried to a transit shed or area under Customs control or transferred directly to a road transport under Customs supervision. Road transports in which the goods are carried forward to Afghanistan will, where possible, be sealed with Customs seal.

6. Goods which require repacking after arrival at Peshawar will be allowed repacking facilities at the transit shed or area under Customs control. The Customs officer at Peshawar will check the goods with the original copy of the invoice and compare the latter with the duplicate copy received from the port of entry. If the seals are intact and the goods correspond with the description in the invoice, the Customs Officer shall allow the goods to be repacked and resealed under his supervision, shall endorse on each copy of the invoice details of any changes in the number or description of the packages involved by such repacking, shall where possible seal the road transport in which the goods are loaded for final transport to Afghanistan, return the original copy of the invoice so endorsed to the owner or his agent and forward the duplicate copy to the Customs officer at Torkham. On arrival at Torkham the goods must be presented to the Customs officer along with the duplicate copy of the invoice for inspection and final clearance. The Customs Officer shall note the repacking particulars, if any, on the reverse of the triplicate copy and
7. In the case of goods entering Pakistan at Lahore the procedure will be the same as detailed above in respect of Karachi except the provisions of paragraph 2 above.

8. The procedure in respect of goods moving into Spin Boldak will be enforced only when the railway-line has been extended up to that point. Until then the formalities provided for in respect of Peshawar-Torkham route will apply mutatis mutandis to Chaman and to the Customs post opposite Peshawar.

9. Afghan goods or passengers' unaccompanied baggage arriving in transit by sea at Karachi if moving by air to Afghanistan from Karachi Airport, will be transported under Customs seal to Karachi Airport and placed on board the on-carrying aircraft under Customs supervision. The documentation in respect of such goods will be similar to that for goods dispatched by rail, with appropriate modifications.

II. **Procedure in respect of goods and passengers' unaccompanied baggage moving in transit from Afghanistan to foreign countries through Pakistan**

1. On entry of the goods at the Land Customs Stations at Torkham-Peshawar or at Chaman until such time as the railway-line is extended up to Spin Boldak and Torkham, the Afghan exporter or his agent shall declare that the goods are in transit to a third country or overseas and furnish in quadruplicate an invoice in the prescribed form.

2. The Government of Pakistan may require certain specified goods dispatched in transit from Afghanistan to foreign
countries to be sealed by the Afghan Customs before their dispatch out of Afghanistan. A list of such goods will be furnished to the Government of Afghanistan from time to time.

3. On compliance with the above provisions the seals on the goods will be checked and the goods removed under Customs supervision to the transit shed or area at the Pakistan railhead at Peshawar or Chaman under Customs control. Repacking facilities will be allowed at these transit sheds or areas as well as at the transit shed in the Karachi Port Area.

4. The goods will be loaded under Customs supervision into railway wagons exclusively provided for in-transit goods which will be sealed by the railway. The original copy of the invoice duly checked and completed by the Customs will be handed over to the owner or his agent. At the same time, the duplicate and triplicate copies of the invoice will be forwarded by the Frontier Customs Officer at the Pakistan railhead to the Collector of Customs, Karachi, if the goods are to be exported by sea or to the Land Customs Officer at the Land Customs Station through which the goods are to be exported by land to India. The quadruplicate copy will be retained by the Frontier Land Customs Officer for his record. The Customs officer, who supervises the loading of goods into the railway wagons, will record on all copies of the invoice the number of the wagons in which the goods have been dispatched.

5. (a) In the case of goods to be exported by sea from the Port of Karachi, the goods will on arrival at Karachi
Railway Station be unloaded from the wagons under Customs supervision after verifying that the seals are intact. They will then be carried under Customs supervision to the Afghan transit shed specially set apart from the purpose in the Port area, under Customs control. The goods will remain in Customs control until they are duly exported on filing of an export shipping bill. The goods will be inspected and examined if necessary, before shipment is allowed under Customs supervision.

NOTE: Goods of hazardous nature such as cotton which are in transit from Afghanistan to foreign countries cannot be stored in the transit shed along with other goods and the present arrangement of storing such goods will continue.

(b) In the case of goods to be exported by land to India, the wagons will on arrival at the Land Customs Station, be inspected by the Customs. Detailed examination of the goods will be dispensed with if the seals on the wagons are intact. The Customs Officer will satisfy himself that the seals are intact and that the numbers of the wagons correspond with those entered in the invoice. If the duplicate and triplicate copies of the invoice have not been received from the Frontier Customs Officer, he will not detain the goods but will pass them after entering the verified particulars of the wagons and if necessary enter the goods in a register and on the original copy of the invoice produced by the owner or his agent. On receipt of the duplicate and triplicate copies of the invoice, he will make the necessary endorsements on the basis of the particulars
recorded in his register.

6. After the goods have been duly shipped for export by sea or handed over to the railway authorities for onward transmission by land, the Customs Officer will certify on each copy of the invoice that the goods have been duly shipped or exported. The original copy of the invoice will be returned to the owner or his agent, the duplicate copy will be sent to the Frontier Customs Officer at Peshawar or Chaman as the case may be, and the triplicate copy will be retained for record by the Customs House, Karachi, or the Land Customs Station of export, as the case may be.

7. As soon as the railway line is extended to Spin Boldak and Torkham the documentation and sealing of packages in respect of such goods will be the responsibility of the Afghan Customs, the sealing of wagons being done by the railway, the detailed procedure respecting which will be drawn up by mutual consultation by representatives of the two Governments.