

## BRITISH NORTH BORNEO TREATIES.

### BRITISH NORTH BORNEO, 1889.

GRANT by Pangeran Shabandar of Territory of Padas Damit.

TREATY made at labuan this second day of March A.D. 1889, between The British North Borneo Company of the one part and Pangeran Shabandar Ruler of Padas Damit of the other part.

WHEREAS Pangeran Shabandar is the owner of the Territory of Padas Damit and the ruler thereof with power of life and death over the inhabitants thereof and whereas certain disputes and differences have arisen between him the Pangeran Shabandar and the British North Borneo Company and whereas with a view to putting an end to these differences and disputes His Excellency Charles Vandeleur Creagh Governor and Commander-in-Chief for the British North Borneo Company of their territories fully empowered to act on their behalf and the Pangeran Shabandar have met together and have with the assistance and advice of his Excellency Arthur Shirley Hamilton Acting Consul-General for Her Britannic Majesty in Borneo and Acting Governor of Labuan, arranged for the settlement of the said dispute and differences.

NOW THIS TREATY WITNESSETH as follows:-

1. THE Pangeran Shabandar cedes to the British North Borneo Company its successors and assigns from the date hereof for ever all his territory of Padas Damit and its dependencies and all and every his rights, powers, privileges and jurisdiction therein and thereover including the right to raise and collect revenue administer justice and exercise all the powers of government therein; and agrees to hand over to the British North Borneo Company the documents under which he holds the same in Padas Damit or Padas Klias countries.
2. THE Pangeran Shabandar agrees immediately after the signature hereof to notify to the chiefs and people of Padas Damit by proclamation under his signature and seal, the cession hereby made and to require them and each of them to lay down their arms, submit themselves to the Government and Officers of the British North Borneo Company, surrender their forts, and dismantle all forfeited houses within the territory.
3. AND WHEREAS the British North Borneo Company has hitherto been paying to the Pangeran Shabandar a sum of Dollars three hundred and thirty (\$330) yearly in settlement of claims made by the Pangeran to collect poll-tax from his subjects resident in Padas Klias and elsewhere in the territory of the British North Borneo Company, the said Pangeran Shabandar hereby renounces all claim to the said annual payment of \$330 from the date hereof and all right or claim to collect any such poll-tax as aforesaid in Padas Damit or elsewhere, the British North Borneo Company paying immediately on the signature hereof, all arrears of the said annual payment of \$330 to date hereof, with interest thereon at the rate of five per cent, per annum, amount in all to the sum of \$733.50.
4. THE Pangeran Shabandar hereby further agrees with a view to avoid all difficulties in the future to obtain the assent of His Highness the Sultan of Brunei and his signature to this Treaty and also the concurrence and signature of the Pangeran Baboo Fatima, and the Pangeran Shabandar guarantees the British North Borneo Company against all claims to any portion of the Territory or its revenue or to any right of government therein hereby ceded that may hereafter be brought forward by any person or persons whomsoever.
5. IN consideration of the above cession, renunciation and guarantee the British North Borneo Company agree to pay to the Pangeran Shabandar during his life and annuity of dollars two thousand one hundred and thirty (\$2,130) to be paid half-yearly on the thirty-first day of August and the twenty-eighth day of February in each year, the first payment to be made on the thirty-first day of August next, and to his heirs after his death and annuity of dollars one thousand and sixty-five (\$1,065) to be paid at the same times and in the same manner. These payments to be made one half

in copper coins of North Borneo and the other half in silver.

6. THE British North Borneo Company further agrees to lend and advance to the said pangeran Shabandar immediately on the signature of this Agreement by the Sultan of Brunei and by the said Pangeran Fatima as hereinbefore inentioned a sum of \$2,130 without interest the same to be repaid by instalments of \$250 in each half year to be deducted from the half yearly payments of the above-mentioned annuity, commencing on the 31st August next, until the whole of the said advance has been repaid.
7. THE Chiefs and people of Padas Damit shall in no way be molested or punished for any part they may have taken in or in connection with the recent hostilities now happily settled and shall be at liberty to remian in the territory, or remove therefrom as they shall think fit and to retain or sell or dispose of their houses, cattle and property of every description, and a Proclamation to this effect shall be forthwith issued by the North Borneo Government.
8. THE Pangeran Shabandar lastly agrees binds and obliges himself, his sons and his and their families not to reside or come within the territories of Padas Damit without the special permission in each case of the British North Borneo Company and not to interfere in any way with the Chiefs or people thereof or to intermeddle in any way with its affairs, the British North Company hereby agreeing to permit him and them two months within which freely to dispose of all his and their private property in Padas Damas

Done on triplicate at Labuan the second day of March, A.D. 1889.