

Khalaj Market Administration

Paper No. 2

Nawa/Shamalan

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General: This paper attempts to describe in some detail the relationship between the traditional rural Khalaj market and the central government via the provincial authorities. It also examines other indigenous systems or elements at work within the market. The description cannot be considered complete at this time, however, because some basic documents relating to this relationship have not been made available by the local officials of Helmand province. In one sense, as many questions are raised by this paper as are answered.

The relationship between the Khalaj market and the government is mainly one of taxation. The document upon which this relationship is based is translated, "Regulations Concerning the lease of State Properties", a decree of the Prime Minister's office 481-4037 dated Saur 19, 1340, (see Attachment A). This decree spells out the process of contracting government property, who may bid on a contract, time periods, payment, etc. It does not spell out the process of contracting for the right of collecting taxes in markets. Unlike the situation where market structures may be government built and owned, and the rent collection is contracted out, the Khalaj market mainly sits on private property. Most of the shops or stalls were built by the landowner and maintained by the various sellers. The landowner collects rent on at least the shops on his property in addition to the tax collected by the contractor. As far as could be learned, the landowner does not share his income with the government. In the past few months there has been a rash of shop and tea house construction taking place on the government owned land. This is perhaps an attempt to reduce overhead but I have no detailed information on these developments.

In any case, the contractor of the Khalaj market agrees to pay the government a yearly sum, installments paid monthly, for the right to collect taxes. Apparently the contract is for periods of three years. According to the present contractor, this amount is 381,000 afs. for each contract year; 50,000 afs. having been made as down payment. According to a

tax official, the 3 year contract completed in 1350 was for 1,100,000 afs., which amounts to 366,666 afs. per year. The 1347 three year contract was said to have been for 1,800,000 afs. I have not been in a position to examine the relevant contracts. No explanation was forwarded on the reduction of the contract in this period of economic expansion in the valley.

The contractor is, by the decree, selected through a system of open bidding after advertisements on the radio and in the local, if somewhat limited, paper. The present contract holder is a local Khan from the Shakh Achakzai or Landi Shakh district of the Shamalan, about 4-5 km. east of the market where his village is located. He has only held the contract since 1350 or late in the year 1971. The previous contractors had about the same characteristics as the present, i.e., local large landowners with some political influence as well as wealth, and who retained the post for relatively long periods.

A tax list is established by the government which sets the tax level that the contractor can collect from each of the sellers (see attachment B). In some cases the tax is on the basis of weekly attendance at the market. For example, tea house men stated that they paid between 20-45 afs, total each week they opened. The variation in tax apparently depended on size and location of the establishment and success in negotiating the price (said to be a weekly process). One tea house owner listed his "tax" expenses as follows:

10 afs. to landowner

15 afs. to contractor

2 afs. to well owner (to be discussed below)

2 afs. to the local malang who takes care of the tomb.

Some tea houses pay more than this, some pay less. Food sellers, cloth sellers, iron mongers, butchers, shoe repair men, and others with established stalls, crafts or mixed goods pay by weekly attendance.

Those selling animals, grain, locally produced fruit, salt and other single items pay tax according to the amount sold, either by weight or by unit. Commercial vehicles pay a fee to come into the market, to the contractor. They also apparently sometimes pay a supplemental road tax to police in the process, but this could not be defined with any certainty.

The contractor has 8-9 men who collect the taxes on market day. The landowner has his own collectors. The actual organization of these collectors is yet to be studied.

The contractor stated that his tax collections to some extent depended on the ability to pay; some poorer sellers, craftsmen or traders were not required to pay anything. Based on interview findings, his statements were supported but there were also some prosperous sellers who paid more than the standard fee. Probably because of the collecting unit sales taxes in a crowded market situation, and the amount of supervision required, some sellers were charged a lump sum as opposed to the unit tax on the list.

There are commonly women and, sometimes, boys selling bread (mostly of corn) and yogurt near the main entrance of the market, except during the month of fast (Ramazan). These foods are for consumption on the spot. Many of the women are widows or wives of poor farmers or sharecroppers, if not some nomads. The tax for such sellers ranges from 0-2 afs. per seller. Barbers, too, were allowed to pay little or no tax.

On the other hand, there is a large crap-table-like dice game of chance (using 5-6 dice) functioning on most market days on a large painted sheet spread on the ground. The stated tax for this lucrative enterprise was 3000 afs., the period of time covered was not clear (probably per week) but the game moves fast and, at least during the warm months, draws a lot of interest. It is not on the tax list.

Obviously the collection of taxes in such a market situation with some sellers at no fixed place but wandering through is a complex business. There were hints of some larger sales, in sheep and wheat, being contracted in the market but delivery being made later and outside the market area, thus missing the tax. The market is a logical place to make such contacts, for buyers and sellers, and the tax collecting system is not perfect.

The responsibilities for actually controlling the market were few. The contractor stated he had no responsibilities in terms of building or maintaining the buildings (the landowners' and shopkeepers' responsibility), controlling weights and measures (usually a collection of stones but sometimes auto gears), or the maintenance of order. The government furnishes 3-4 policemen on market day to maintain order. As he saw his role, the contractor had the right to collect taxes and was responsible to pay his agreed upon fee to the government but he had no other administrative responsibilities. Aside from these details I found no other formal system of organization at work.

This fits with other, more general, observations on government administrative technique; that is, the relative autonomy allowed by government of indigenous institutions as long as taxes are paid and order is maintained.

Salt: The sellers of salt have a slightly more complicated arrangement of taxation than other sections of the market, as do those selling snuff (about which I have no detailed information). The salt sellers are to a degree seasonal, generally disappearing from the market during the hot months of the year. In season, there are commonly 6-10 salt sellers weekly. They are predominately nomadic Baluch who mine and process the salt themselves in apparently areas south of Darwishan. As noted in similar operations in the desert north of Lashkar Gah, salt deposits are located in the form of irregular slabs and stones near (within a foot or two) the surface of the desert landscape. This is not pure, clean salt but the fragments are taken to a water source (commonly a well) where they are melted down in artificial pools. After settlement, the salt water is placed in large metal pans of local manufacture, a yard square and 4 inches deep, and boiled (using desert scrub for fuel) producing the large blocks of relatively pure salt seen in the market. These large blocks are broken up after being transported to the place of sale by camel. The value was said to be 8-10 afs. per man (10 pow). In tax they pay 25-35 afs. per market day to the contractor and landowner (said to be generally 20 and 5 afs. respectively). On top

of this, we were told that there is another contractor (who we met at the market) who has tax collecting rights on all locally produced salt in the province. This salt tax was said to be 1.25 afs. per man sold. The salt sellers do not have stalls but maintain an open area near the central tomb. They usually tether their camels in the same area.

The Well: Although there are at least 3 wells in the area of the Khalaj market, and several irrigation ditches skirting it, the most used source of drinking water is the well located in the main market area near the central tomb (see map in Paper No. 1). In this case there is a well, about a yard across and 4 yards deep, which is used to fill a drinking trough within which (on market day) are fixed cane drinking tubes. The teahouses also use this well as their chief water source. Both well and trough are roofed.

The well was dug, floored, roofed and the trough constructed by a local mullah who is also apparently a mason. The work was done, according to local statements, about 15-20 years ago. This mullah or his helpers operate the well activity on market day. The operation is defined as an act of religious good (khayer) for the man, and no charge is levied. Teahouses do pay 2-3 afs. each market day but I was assured that there was no real requirement to pay (but certainly an expectation).

As noted the well is not deep, about two yards of water and two yards from the water's surface to ground level. A sample of water taken from the well 24 September 1972 proved positive in pollution tests: contamination was from "domestic sewage". Salmonella was the only organism actually identified. (see attached report) In terms of public health, in which no control work is done related to water or prepared food sold in the market, the well is a direct source of intestinal troubles and a potential source of an epidemic of water borne diseases. As noted, bread and yogurt are sold, and eaten frequently with a common spoon, as are sweet drinks made from well water, ice cream, pudding, fried liver and onion, and sometimes fried fish from the river or irrigation system.

Summary and Conclusions: Except for the contracted tax collections and the few police who walk the half mile from the Wolis Wali to the market place, along with numerous local farmers who take the same route, the government has very little to do with the operations of the Khalaj market. The main road into the market was originally cut by government machines but the several bridges across irrigation ditches over which the market vehicles must pass are built and maintained by locals. There has been discussion of Food-for-Work being used to improve the road and build new bridges using concrete pipe but when one of the main bridges collapsed in the fall of 1972, the tax contractor (after 3-4 weeks) had it rebuilt.

The market operates under a system of government taxation, no government control except in cases of potential violence, and a series of indigenous institutions. The market supports indirectly the upkeep of the tombs and market mosque which were apparently built and to some extent maintained in the same way as the well noted above, i.e., on the basis of traditional Islamic expectations that someone should support such things. The caretaker of the tombs, the malang, receives payment from various shop-keepers and

BACTERIOLOGICAL EXAMINATIONS OF WATER

LOCALITY:

Khalaj, Lashkar Gah

SAMPLING POINT:

DATE OF SAMPLING:

24 Sept. 72

METHOD OF SAMPLING:

DATE OF TESTING:

25 Sept. 72

Presumptive test:

When five 10 ml. portions, five 1.0 ml. portions & five 0.1 ml. portions were used: — positive

MPN *79*/100 ml. (95% confidence limits; lower *25*/100 ml. upper *190*/100 ml.)

Confirmed test *100%* faecal Escherichia Coli. *Salmonella*

Conclusions:

Water sample as examined, showed pollution caused by domestic sewage.

Date
U.S. Dispensary
Kabul, Afghanistan

Signature _____

teahouse proprietors informally, and, I suspect, on an irregular basis. A local group of dancers-drummers that periodically appear in the market, and who collect from the spectators after each performance, also, apparently, receive some support from the teahouses.

During the spring of 1972 dog-fights were instituted at the market site on Tuesdays which drew large gatherings. Other than permission to hold the fights and police to maintain order, the actual administration of the event is unknown. There was, however, some informal organization apparent.

In short, there is little official supervision of this market activity, and even less monitoring of the situation with an eye to improvement and development. It is not likely that a closer monitoring of the market on the part of government would be welcomed locally. Such involvement of officialdom tends to complicate things, rarely to the advantage of the institution involved. A positive beginning would be in the form of some kind of government services that would forward the development and expansion of the market in response to the taxes being collected there. The beginning could be the effective maintenance of the roads and bridges into the market. It is not as if the Khalaj market is only a local thing. As further papers on the grain and animal markets, and vehicular traffic into the market will indicate, Khalaj is closely tied to the regional system of trade, as a producer as well as consumer, and to some unknown degree to the demand for livestock (sheep and camels in particular this fall) in Iran.

Further Note on the Khalaj Tombs: The visiting day for the tombs is Friday eve or Thursday. There are two tomb-shrines at the market but their histories are not at all clear. One tomb is that of Whaja Hatman (or Atman or Otman) Baba about whom little or nothing was learned, including approximate dates of his life. There were various pronunciations of his name and titles. Some locals estimated the age of the tomb to be "200 years", not an uncommon figure used by villagers when speculating about time. This tomb is older than any of the living men interviewed, as is the market, and it is likely to be considerably older since an oral history is missing.

There are at least two stories on who is buried in the second tomb. This second tomb was said to be of more recent origin than the first (date unknown) but owes its existence to a famous dervish Balol Jan (who now has a tomb of his own) who came from Darwishan, located the spot, and directed the locals to erect a tomb over the unknown (some say Amir Shahid) holy man buried there. The dome-roof of this tomb has collapsed apparently more than once, and according to the local malang (a faqir or dervish who wanders or attaches himself to some holy site or tomb and at least in this case would minimally be classed as "strange") the buried holy man will not allow the roof to stand.

Side Note on this system of Taxation: (2014) This system of taxation, known as “tax farming”, is well known in the middle east and central Asia and was a well established system by the time of the Ottoman Empire. Among other things it reduces the number of government employees, representatives of a distant government, and allows for some level of local flexibility in the amounts collected.

Attachment A

Translation: Decree from the Office of the Prime Minister No. 481-4037, 19 Saur 1340
Regulations Concerning the Lease of State Properties (Real Estate): (Khalaj Market)

1. These regulations define the essential terms of the lease of state property; the purpose of these regulations is to insure substantial gain and secure the interests of the state, coordinate the process of leasing and remove the vagueness which often causes the lessees to default in fulfillment of their commitments.
2. The terms used in these regulations are to be taken in their legal context.
3. The term "State Property" denotes land, irrigated, dry-land or grazing, flour mills, gardens, houses and apartments, serais, water shares and other real estate that is not private property.
4. The lease shall be decided on a bid-and-offer basis.
5. The lessee shall be informed on State announcement and the property to be leased shall be introduced with its complete specifications.
6. The property shall be advertised in local newspapers of high circulation or in sheets of at least 15 copies which will be displayed on the walls of congregation mosques, the districts' offices, and in such other places that shall be noticed by many people.

7. If the amount of lease exceeds 50,000 it shall also be advertised on the radio.

8. ~~Whatever the media of the advertisement it shall be repeated at least three~~
times consecutively or in a series. Posters and sheets pasted to the walls shall
be left in public view for at least a one-month period.

9. The lessee shall be notified at least two months prior to the end of the previous
contract.

10. When the maximum yearly rent in a lease contract is estimated to reach
10,000 afs., the meeting place for bidding shall be at the finance office of the
district in the presence of the governor, judge, finance office's officials and the
police officer of the district. If it exceeds 10,000 and up to 20,000 afs. then the meeting
place for bidding shall be at the Hokomat-i-Kalau (larger administrative district ---
since 1964 there are only two such districts in the administrative organization
of Afghanistan and they are called "Loi Woleswali") in the presence of the governor,
judge, director of finance and the police commandant. If more than that (more than
20,000 afs.) then the bidding place shall be at the provincial finance office in the
presence of the chief of the finance office (the Mustawfi) and three other directors who shall
be appointed by the Wali or governor general. (No more governor generals since 1964). If
the meeting for bidding is held at the district / ^{level} or at the larger district level, then
the approval of the larger district governor for the farmer and of the Wali or governor
general for the latter is necessary in estimating the amount of rent.

11. The advertisement fees shall be paid by the contractor.

12. ~~The meeting for bidding shall be open and anyone can enter into it freely.~~

13. The lessee must have the ability to take hold of the property; no contract shall be made with those who are younger than eighteen years of age, disabled and not present in the locality, or with the representatives of such persons. Likewise, no contract shall be made with civil and military officers and soldiers.

Comment: Bankruptcy can be established only by the verdict of the court.

14. If any of the members of the bidding supervisory committee shall have blood relationship with any of the bidding candidates in such a way that he may be the father, grandfather, brother, son-in-law, daughter-in-law, paternal uncle or maternal uncle of the latter, then he can not participate in the bidding supervisory committee.

15. If, in the bidding for renting properties, feuding factions are formed and there is the possibility of clashes between them in the future, then upon ratification by the provincial consultative council and the approval of the governor general or Wali, no contracts shall be made with either group and the problem shall be reported to the Ministry of Finance.

16. The amount of rent shall be determined by bidding system. Nevertheless the previous year's rent and the income of the properties similar to it shall also be considered by the bidding committee.

17. If there should be possibilities of raising the amount of rent, then the deadline for bidding could be extended for another week.

18. If the rent of the property had already been determined, the place of delivery of the property shall be determined.

19. The area, limits, location and the identifying characteristics of the lessee shall be included in the lease contract.

20. The amount of rent is usually determined in cash. However, in exceptional cases when it is deemed necessary, the amount can also be determined in commodity.

21. If the property leased is shops, markets, houses, apartments, garages, and likewise, then the amount of rent shall be determined on a monthly basis. If the property is such as orchards, land, flour mills, or similar, then the amount of rent shall be determined on a yearly basis to be paid at the end of the harvesting season of the year.

22. The date of the validity of the contract shall be clarified in the contract.

23. The minimum time for a contract is one year and maximum three years. No contracts shall be made for more than three years.

24. If a contract is for more than one year and the property leased is such as orchards, flour mills or water for irrigation, the rent shall be paid on a yearly basis.

25. Various taxes, including the municipal taxes on the property, shall be paid by the lessor.

26. If all the property leased or part of it should be needed by the government during the period when the contract is still valid, the government can cancel the contract and settle the rent up to that date for all of the property; if part of the property is taken back then the rent shall be partially reduced. In the reduction of the rent the quality of the remaining property and of the part returned shall be taken into consideration.

27. If the contract of property such as land, orchards, water for irrigation or flour mills is cancelled according to Article 26, the amount of rent shall be determined in accordance with the customs and precedents of the locality in

which the property is located. If there are no precedents in that locality, then the precedents of the nearest locality shall be taken into consideration in settling the rent.

Comment: A locality is the village and the lands belonging to it.

28. If the rent of a property decreases from the previous contract, the reasons for the decrease shall be reported in detail by the bidding committee to the governor general or Wali and it shall be studied by those authorities.

29. All the contracts of the state properties become binding and valid after their ratification by the provincial consultative councils and the approval of the Walis or governor generals of the respective areas. If the property is located in an area which is under the jurisdiction of a larger district, then after the approval of the contract by the council heads of the offices of the larger district it should be sent to the consultative council of the respective province.

30. Before the delivery of the rights of exploitation of the property to the lessee an official committee shall register all the specifications of the property in a registration sheet and secure the receipt of the property from the lessee on the same sheet.

31. The registration fees and the income tax of the property shall be borne by the lessee.

32. The consultative council of the province, the Wali or the governor general, can make the finalization of the contract conditional to repeated advertisements within a specified period. In such ads, the basic and important points of the contract, the specifications and amount of the property and rent, and the period of the contract shall be clarified, and others who would be interested in bidding shall be invited. In case no one bids, then the decision of the provincial consultative council shall become final and binding.

33. Property is turned back at the termination of the contract in the same condition that it had been received; for example, a plowed field shall either be returned plowed or the lessee shall pay in cash the amount needed to plow the field.

34. If there is a delay in the payment of the rent, for the first month of the delay the fine is 5% of the rent. Such fine shall be raised to 12% after 3 months.

35. If there are several persons in a contract as lessees, then their responsibilities are collective. In other words, each partner is responsible to all the commitments and obligations of the contract. After the fulfillment of their collective obligations,

the rights of each partner is safe with regard to his other partners.

~~36. If, during the term of the contract, the lessee dies, moves to another place or becomes bankrupt, then the lessor can cancel the contract and settle the account up to the date of the cancellation of the contract.~~

37. If a lessee transgresses from the limits of the property leased to him and occupies additional governmental property, then the rent of the additional property shall be taken from him in proportion to the amount and kind of the additional property, plus 20% more.

38. If the lessee deviates from the conditions of the contract, the contract is basically cancelled. However the agreement of the Wali or governor general in the solution of the problem can prevent the cancellation of the contract.

39. If the property leased was composed of orchards or trees, the lessee can not use its share of irrigational water for other purposes, if he is discovered violating this, for the first time he shall be fined 10% of the rent, if repeated once more the fine shall be 35% of the rent, and if the violation is continued further, the contract shall be cancelled and the lessee shall be obliged to pay all of the rent in addition to the aforementioned fines.

40. No lessee has the right to ask for any royalty or "key money" either from the previous or the subsequent lessees. If there should be any such agreement ~~between the aforementioned parties they shall not have the right to ask the State~~ for compensation.

41. At the termination or cancellation of the contract, the property shall be received from the lessee by a committee on the basis of the registered list.

42. If anything is missing or damages found in the property which may have occurred during the term of the contract, the value of the missing items or damages shall be estimated by a committee and the lessee shall be obliged to pay for the damages and an additional 25% of the indemnity as fine.

43. In case there shall be damages caused by natural disasters such as hail, floods, frost, fire, locusts, etc., which actually prevents the lessee from making use of the property for profit, then with the approval of the Provincial Consultative Council the rent shall be reduced in accordance with Article 46 of these regulations.

44. If the crops of the property are destroyed by the causes mentioned in Article 43, the lessee, once, immediately after the damage, and once more, before the picking or harvesting season, should go to the provincial finance authorities and report the situation to the committee and secure a certificate.

45. The committee for the aforementioned case shall be composed of three members: one from the finance office, one from the agriculture office, and the third member should be a knowledgeable man appointed by the Wali or governor general.

46. The aforementioned committee shall determine and certify the damages percentage-wise in comparison with the usual yield. The certificate shall immediately be forwarded for the signature of the Wali or governor general.

47. If, during the term of the contract, the property should be confronted with some danger, the lessee should immediately report it to the office concerned. If the danger requires immediate action then the lessee shall take whatever necessary emergency measures are within his power. In this case he shall have the right to request the payment of the amount that he had spent in the emergency measures, otherwise the lessee is responsible.

48. If the property leased gets damaged or destroyed by the fault of the lessee the compensation of damage shall be borne by him.

49. The lessee does not have the right to request any reduction in the amount of indemnity if the damage to the property is caused by his own fault.

50. If the lessor (State) does not fulfill its commitments, the lessee shall have the right to ask compensation for the damages which may be caused because of

this. The indemnity shall be determined in accordance with Article 46 of these regulations. However, the compensation for the damages shall first be obtained from the personal property of the person responsible in the case and then the lessee shall be recompensated.

51. The lessee is required to prepare a legal guarantee letter, in accordance with the regulations regarding guarantee letters, against the lease contract that he makes, and submit that letter to the office concerned. If the property registered in the guarantee letter belongs to the lessee its value should at least be equivalent to the monetary value of the contract.

52. If the period of the contract is for less than one year the amount of guarantee would depend on the monetary value of the contract; if the period is more than a year then the amount of guarantee would depend on the monetary value of the one-year contract. If the lessee does not pay the rent in the first year, then the contract shall be valid only for one year and it shall be cancelled after that.

53. The legal guarantee letters mentioned in Article 51 and 52 are required only when the value of the lease contract exceeds 3,000 afs., otherwise a non-registered guarantee letter and the confidence of the governor of the locality would suffice.

54. The provincial heads of finance offices and the directors and other finance officials are bound to observe these regulations and the Director General of the Real Estates of the Ministry of Finance is responsible for the supervision and implementation of verdicts of these regulations.

Attachment B

Comparative Tax List For Kholaj Market, Shimolan.

Seller or item	Authorized Tax (in APs)	Range of tax collected*
Restaurants	20	25-40
Tea Houses	15	20-45
General Shops (Atari)	16	15-25
Cloth shop	20	20-30
Butcher	30	20-55
Fruit shop	15	
Ice cream and pudding shop	15	
Ice cream shop	10	
Glass ware shop	15	10-30
Blacksmith (Iron monger)	10	25-30
Horse shoer	10	
Shoe maker	5	0-10
Used cloth and clothing shop	15	20
General Shop (Bakal)	10	15-25
Cow (each)	30	50
Bull (each)	30	50

* In most cases, known to include both contractor and landowner collections. Figures based on interviews with sellers, subject to some error.

Camel (each)	50	100
Horse (each)	30	
Donkey (each)	10	
Sheep (each)	5	10
goat (each)	4	10
Fruit (per basket, ie. 5-8 min of oranges)	5	10 per seller
Gee (clarified butter, per min)	4	12-20 per seller
melon shop	10	
salt shop	15	25-35
Dried Yogurt (gurut) (per min)	2	10-20 (per seller)
Wool (per min)	3	30 (per seller)
cow skin (each)	5	10 (per seller)
camel skin (each)	5	10 (per seller)
other skins (each)	1	10 (per seller)
wheat, barley, corn, mung bean (per min)	$\frac{1}{2}$	1
fire wood (per min)	2	10 (per seller)
Certain root, wood and herbs used for soap, ^{and} tanning water skins (per min)	$\frac{1}{2}$	
Charcoal (per min)	4	
Onion and potatoe shop	10	10-25
tabacco (per min)	$\frac{1}{2}$	10 (per seller)
cucumber (per bag, measure unknown)	2	
kerosine (per 5 gal. can)	2	(10-15 per seller)
Rugs, carpets, bags (each)	15	15-20 (per seller)

Herb or

Food flavor (2100) per bag 10

Mulberry dried per seller 10

Raisin shop 10 10-25

Truck (per trip) 40 30-40

pickup (per trip) 30 0*

Bus (per trip) 40 40

Tractor, etc. (per trip) 15 20

The small vehicles, pickups, jeeps, etc. tend to be private vehicles and are not charged. The charges are for commercial use. Pickups transformed to personnel carriers and used as buses are charged as buses.

There are many more types of craftsmen and sellers in the market than are on this official list, most of whom are taxed. There are also buyers of locally produced items, mostly grain, who buy from farmers and presumably pay the rates as if they are sellers. The farmers who wander in with his 2-3 man of wheat to sell to the buyers are not subject to tax, as I understand it. But if he sets up a selling site and makes sales to locals, he is subject to the 1 afg. per man sales tax.