

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

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Not to be folded or roughly handled

22/12/59

*Proceedings of the Madras Government, Political Department,
from 1st to 10th June 1859.*

No. 15. Read the following letter from THOMAS SYDNEY SYMTH, Advocate General ;
to the Chief Secretary to Government, Fort Saint George, dated 24th May 1859.

I have the honor to submit the following report to be laid before the Honorable the Governor in Council, with reference to that part of the claims upon the Estate of the late Nabob of the Carnatic arising out of debts contracted by Prince Azeem Jah, while Naib-i-Mooktar, and with reference particularly to the Prince's letter dated the 12th of April last respecting the (so called) Tunkhy Cutcherry debt, as the result of the information obtained from the examination of the Prince under the Commission lately issued for that purpose from the Supreme Court, from re-searches among the records of the late Durbar and of the Chepauk Agent's Office, and from the Dewan.

2. In or about 1826, the Government of Madras lent the Naib-i-Mooktar 13 Lakhs of Rupees to enable him to discharge all the debts then due from the Circar, and from certain Members of His Highness's family ; and in a letter dated 20th July 1826, the Prince assured the Governor that he had with ease paid off 18 Lakhs of debt—that the Circar owed nothing—and promised not to contract any fresh debts without the knowledge of Government. He soon afterwards stated, in various letters, that he was able to lay by one Lakh of Rupees annually in order to form a fund to meet the natural and probable expenses of the young Nabob's installation, coming of age, marriage, &c., and promised distinctly to do so ; and from 1833 to 1842 he reported each year that he had laid by one Lakh for the above purposes.

3. On the Nabob's installation however in August 1842, it was found that instead of 9 Lakhs of Rupees, the Treasury contained little more than one Lakh, and Prince Azeem Jah wrote a Memorandum stating how the money which was missing had been applied. The Chief part was accounted for by stating that upwards of 5 Lakhs had been lent to the Begum his mother whose Bond for that amount was lodged in the Treasury.

4. This last statement, as well as most of the preceding ones, now proves to have been mere falsehood.

5. If 18 Lakhs of debt were paid off in or about 1826, the Prince has now admitted on cross examination, that at that very time he contracted fresh debt to the amount of 9 Lakhs, at 24 per cent and, in all, down to the end of the regency about 18 Lakhs of Rupees.

6. The one Lakh was indeed laid by every year, and remained for a few days in the Treasury, but it was then spent promiscuously as the Prince pleased, and was never replaced.

7. The 5 Lakhs said to have been lent to His Highness's mother never were so lent, and she only gave her Bond at his urgent request, in order to save him from exposure and disgrace.

8. Of the abovementioned 18 Lakhs of fresh debt, a small part was borrowed through His Highness's private and personal Agent Danapahla Chetty, for His Highness, His Highness's mother, and the Nabob's mother, and these sums never went into the Circar Treasury.

9. All the rest however was borrowed by the Circar Officers, as for the Circar, and all went into the Circar Treasury and Circar Bonds were given for it, so that the borrowers had every reason to believe it was all raised for the purposes and by the authority of the Circar.

10. When however the time approached for the Prince to give an account of his Stewardship, unwilling to avow so gross a breach of his former promise that he would not contract any fresh Circar debt, he instituted what he called the Tunkhy Cutcherry, to take an account of what he called his own debts, his mother's, and those of the Nabob's mother, and to persuade the Creditors to give up their original securities for these debts, and to accept, instead thereof Tunkhy Cutcherry Bonds, alias Char-Moharry Bonds, which he then chose to consider as merely a private and personal debt of his own.

11. Some Creditors agreed to this, to the extent of about 13 Lakhs ; others, Creditors to the extent of above 5 Lakhs, refused to do so, and these last the Nabob, after long continued and repeated refusals, at last agreed to pay ; all the while protesting strenuously that he was not liable to do so, and that the debt had not been contracted on his account, nor the money expended for the Circar.

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12. This is the history of the Tunkhy Cutcherry Debt, and the five Lakh Debt, and such is the only distinction between them; and if their being originally borrowed by Circar Officers, under Circar authority (the Regent's and sometimes the Dewan's) the money paid into the Circar Treasury, and used for Circar purposes, can make the Nabob's Estate liable for them, it is just as liable for the 13 Lakhs of Tunkhy Cutcherry Debts as for the 5 Lakhs odd for which the Creditors refused to accept Tunkhy Cutcherry Bonds— unless indeed, as is possible, I can induce the Court to hold that the acceptance of Tunkhy Cutcherry Bonds operates as an abandonment of all claim on the Circar.

13. I trust however to be able to convince the Supreme Court that the Nabob's Estate is not liable for either; that neither can be said to have been, to use the words of Act 30 of 1858, "fairly and justly" contracted "on account of the Nabob;" I am only now pointing out that the Nabob was originally as liable for one as for the other, and that nothing is to be expected from Prince Azeem Jah's letter of the 12th April last.

14. However *willing* His Highness may be to take the Debt on himself, and to consider himself as solely liable for it, such was not the original understanding with the Creditors, and that cannot be altered to their prejudice without their assent.

P. S.— Since writing the above, the Supreme Court has this morning, on my application, granted an adjournment of the Court till the 13th June after the case of Sham Doss, now being heard, shall be concluded.
25th May 1859.

No. 16.

ORDER THEREON, 6th June 1859, No. 348.

To be recorded.

(Signed) T. PYCROFT,
Chief Secretary.

PC 12 April 59 N. 19020

125/10-160

Proc. of Govt. 10 June
Political. 1859. Depart. 11.

From the Advocate General.

2/21/59
2/25 May 1859.

No. 16/1.

Submits a report with
reference to that part of
the claims upon the
Estate of the late Nabob
of the Carnatic arising
out of debts contracted
by Prince Azeem Jah,
while Nairi Mookhtan,
with reference particularly
to the Prince's letter respect-
ing the Tunkhy Cutcherry
Debt.

15 & 16

26 May
24 June

11/348
To be recorded
6 June 59.