

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 535

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1859

Not to be folded or roughly handled

*Proceedings of the Madras Government, Political Department,
from 10th to 16th September 1859.*

Read the following letters.

No. 3. From THOMAS SYDNEY SMITH, Advocate General; to the Chief Secretary to Government, Fort Saint George, dated 20th August 1859.

I have the honor to transmit, for the information of Government, in case they should deem it proper to communicate on the subject with the Government of India, and the Secretary of State for India, a copy (only just furnished to me, though I applied for one at the time) of the judgment delivered on Monday, the 8th August, by both the Judges of Her Majesty's Supreme Court, upon a motion made on Friday the 29th July by a person named Gunsham Doss, claiming to be a creditor of the Nabob's estate, in respect of certain loans said to have been made to Prince Azeem Jah when Naib-i-Mookhtar. The motion was for leave to postpone the hearing of his claim, until he should learn the result of a petition which he was preparing to Parliament, praying it to repeal Act XVI of 1859, lately passed by the Legislative Council for India.

2. The Judges were apparently not well pleased that the Legislature should have adopted so entirely as they have done in Act XVI of 1859, that which I had urged upon the Court, on the 27th May last, as what appeared to me to be the real meaning and intention of the Indian Legislature in Act XXX of 1858, in the Preamble and in Section XXII, when using the words "all such debts as shall be proved to have been *fairly and justly contracted* by the said Nabob, *or on his behalf during his infancy*, by the said Azeem Jah as Nabob Regent;" and, in Section XXII, "*justly and fairly* due from the estate of the said Nabob at the time of his death," &c.

3. On the 30th May I forwarded to Government a full report of the proceedings in the case of Sham Doss, shewing the arguments I had addressed to the Court, the construction of these words which I had suggested as the correct one, according to the intent of the Legislature, and the Court's decision overruling my views.

4. On the 18th June the Legislative Council passed Act XVI of 1859, declaring the meaning of the above mentioned words in Act XXX of 1858, to be that for which I had contended.

5. That Act the Judges of Her Majesty's Supreme Court of Judicature at Madras have condemned in terms as strong as they are unusual. I am not aware of any other instance in which the Judges have felt themselves at liberty to sit in judgment on the Legislature, to the extent that the Court have done in this case.

6. As a general principle, there is no question that ex-post-facto legislation is highly objectionable, and so far the Judges remarks must be admitted to be correct; but the Court seems to me not to have sufficiently considered the particular circumstances which called for and justified the passing of this particular Act, and which I shall here shortly recapitulate, in case Government should wish to submit them for the consideration of Her Majesty's Secretary of State for India, in case the subject should be discussed in Parliament.

7. These circumstances are fully set forth in paragraphs 15 to 24 of my letter to Government of the 30th May last, of which paragraphs I now annex a copy, specifying in the margin the official documents upon which I founded the statements I there made, and which, I submit, will be found fully to bear out the views I then expressed.

8. They are, shortly, as follows. In 1825 the Government of Madras appointed Prince Azeem Jah to be Naib-i-Mookhtar during his nephew's minority, imposing on him certain conditions. The chief of these were the necessity for economy, for discharging existing debts, for avoiding to contract fresh ones, and for laying by a fund to meet the extraordinary expenses of the young Nabob on his ascending the Musnud. The Naib-i-Mookhtar promised all these things, expressly and repeatedly, and to assist him Government lent him 13½ lakhs of Rupees, 9 lakhs at 5 per cent, 4½ without any interest, and ordered him to inform all money lenders that no future debts would be acknowledged as binding on the Nabob, or would be liquidated from his income.

9. The Naib-i-Mookhtar, in reply, assured Government he *had given this notice*, that he would never contract any fresh debt without the consent of Government, that there was no occasion for him to do so, as his income was ample; so much so, that he was able to lay by, and was laying by, one lakh of Rupees a year for the expenses of the Nabob's majority.

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10. In August 1842, the Nabob attained his majority, but, instead of the expected fund, found his Treasury empty, and claims against him for above 20 lacs of debts—said to have been incurred by the Naib-i-Mookhtar on his behalf.

11. The question, as I venture to submit, is, whether, under these circumstances, these debts can be considered as "*fairly and justly* contracted by the Nabob Regent on *behalf of the Nabob*" during the latter's infancy? I submit that the money was *not borrowed* for the Nabob, or for his use, and it is admitted that no part whatever of it was ever *expended* or *applied* for his use or benefit.

12. If it be said that the lenders *believed* that the Nabob Regent was authorised to borrow in the Nabob's name, so as to bind the Nabob, the answer seems to me to be, firstly, that this alleged belief on their part rests on mere assumption and assertion, neither of which, I think, ought to be admitted without proof. It seems to me highly improbable, considering that the official correspondence in question was necessarily known to some of the native employés in the Chepauk Agent's office, and to the Persian and English writers of the Naib-i-Mookhtar, who wrote and copied his letters and answers to Government, that the orders of Government can have been any secret in the palace, or to those in the habit of having dealings with the palace officials. But, 2dly, even supposing that the money lenders did so believe, it may be fairly answered that they had no right so to believe, without first inquiring. If they *had* inquired, they would at once have learned that Government had expressly prohibited all such borrowings, and expressly declared that the Nabob's income should *not* be answerable for them.

13. If people choose to lend in the dark, without inquiry, in ignorance, in wilful ignorance, tempted by the offer of exorbitant interest (which they actually received for several years) and by the *chance* of the young Nabob choosing to pay his uncle's debts, (which he did to the extent of above 5 lacs, or £50,000) can that be considered as giving them any moral or legal claim on the public purse?

14. That claim they are now making, to the extent of about half a million sterling.

15. The Nabob scouted these claims, as I think he was fairly warranted in doing, and, had he lived, none of these claimants would ever have recovered a Rupee of their present claims.

16. The Indian Legislature, when they passed Act XXX of 1858, meant to provide for the payment of all the late Nabob's fair and just debts, whether contracted before or after he attained his majority, and they used words by which they meant to exclude this class of claimants.

17. The Supreme Court of Madras held that, whatever the Legislature meant, the words they had used did not exclude these claimants, but included them.

18. This decision being given merely on a question as to the admission of evidence, in a suit where the Court ultimately rejected the claim, thus deciding in favor of Government, there was no opportunity for appealing to the Judicial Committee of the Privy Council against the construction thus put on the words used by the Indian Legislature—otherwise I should have done so.

19. What, then, was the Indian Legislature to do? It had never intended that their claims should be recognized or paid, but just the reverse. When they saw that the Supreme Court had put a construction on their words which they never intended, were they to remain silent, and so to allow half a million sterling of the public money to be divided amongst people who had no moral or legal claim to anything, (independently, I mean, of the legal claim arising from the mistaken—if it was mistaken—choice of words in Act XXX of 1858,) or were they to pass an Act declaring what their real intention was when they used the words in question? This, I submit, is the real question.

20. The Supreme Court seems to be of opinion that the sole question is that of the strict technical rights of these regency claimants, and to overlook the important facts that Prince Azeem Jah has all along declared, and still declares, that he alone is liable for these debts, that he has discharged them in part, and that he is willing, according to his means, to discharge them by degrees. That the late Nabob from the very first refused to acknowledge these claims (except the 5 lacs which he paid in part, and the *balance* of which the Government *is now paying*) on the ground that the money was neither borrowed for his use, nor expended for his benefit; and that the present claim of these men is a merely technical one, arising, solely, from the circumstance that the Legislative Council, while *intending* to *exclude* them from the benefit of Act XXX of 1858, used certain words, the legal effect whereof, according to the Court's construction, is to admit them.

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21. I venture to submit that, whatever may be thought of these technical rights, (supposing the Supreme Court's construction of the words "*fairly and justly*" to be correct), that the Legislative Council had a higher duty to discharge than merely to consider these technical rights, namely, a duty to the poor and numerous tax-paying population, who must be taxed to make good the half million sterling which these claimants seek to appropriate to themselves without the slightest moral claim, and whose supposed legal claim rests solely on the verbal mistake (if it be a mistake) which the Legislative Council have interposed to rectify.

22. This, I venture to submit, is the true ground on which to vindicate the passing of Act XVI of 1859.

CLAIM OF GUNSHAM DOSS.

Sir Henry Davison, Chief Justice.

This was an application made by Mr. Norton on behalf of Gunsham Doss, a claimant against the estate of the late Nabob of the Carnatic under recent Act of the Legislative Council of India, Act 30 of 1858 and Acts 2 and 16 of 1859, that the hearing of his claim may be postponed until the first term of next year or until such other time as this Court may think fit, on the ground that the claimant himself and a great number of the claimants are injuriously affected in the prosecution of their claims by Act 16 of 1859, and are about to petition Her Majesty's Secretary of State for India, to procure the disallowance of this Act, and also to petition the Imperial Parliament to repeal it.

2. It will be convenient to refer to the material parts of these Legislative Acts before examining the grounds of this application. It may suffice, for the present, to state, that the applicants and the other claimants about to join in the proposed petition, are described as creditors in respect of debts contracted by Prince Azeem Jah as Nabob Regent on behalf of the late Nabob during his infancy.

3. Act 30 of 1858, passed on the 24th August, and entitled "an Act to provide for the administration of the estate and for the payment of the debts of the late Nabob of the Carnatic," recited that the Nabob died leaving debts and liabilities to a large amount, some of which were contracted by himself and some by Azeem Jah as Regent during the infancy of the Nabob; that the East India Company was willing to give up any right which it had to the State property, and to allow the whole property of the Nabob to be applied to the payment of his debts; and that the Company was also willing to pay in full, to such of the creditors as should be willing to accept the same in the manner therein mentioned, all such debts as should be proved to have been "*fairly and justly contracted* by the said Nabob, or on his behalf during his infancy, by the said Azeem Jah as Nabob Regent, with interest at 6 per cent per annum, the property of the said Nabob being applied in the first instance to that purpose, but any deficiency therein being made good" by the Company.

4. Creditors who should not accept these terms were left to the ordinary course of proceeding by an administration suit. They might recover not only the principal due to them, but also the full amount of interest agreed upon under their respective contracts, which, in some instances, appears to have been as high as between 20 and 30 per cent., but these creditors were to look to the sufficiency of the estate alone, without the guarantee of the Company.

5. The latter half of this Act prescribed the course to be taken by any creditor who might be willing to accept the proposal of the Company.

6. By Section 14 the creditor was to file in this Court, within three months from the passing of the Act, a written declaration, stating that he was willing to receive in full discharge of all his claims such amount as should be ascertained by this Court "*to have been justly and fairly due to him*" from the Nabob, and was to be entitled, upon giving up any securities he might hold, to have the amount of his claim ascertained by the Court. By Sections 19 and 20 the Court, upon the application of the creditor, was to appoint a day for the hearing; notice of the day, was to be given by him to the Company, and at the time of such notice he was also to furnish full particulars of his claim. Lastly, by Section 22, the Court was to ascertain and determine in a summary way, what amount was "*justly and fairly*" due "*to the claimant, and to issue an order for its payment, together with the costs of proving the debt, if it*" should "*think fit to award costs.*" This Act gave no power to award costs against the claimant if he failed to substantiate his claim.

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7. On the 5th February 1859 the above Act was amended by Act 2 of 1859. By this Act, every person who had filed a declaration under the former Act, was to file full particulars of his claim, with dates and items, and also all documents intended to be used, in support of his claim, within one week after the publication of the Act in the Fort St. George Gazette, or within such time, not exceeding one month, as might be allowed by the Court, for any special reason; and the Court was now empowered to appoint a day, for hearing the cases of any of the claimants, on the application of Government, and twenty-one days notice.

8. It will appear, from these enactments, that it was necessary for the claimants to commence and prosecute their claims with great promptitude, and to be ready to bring them to trial when called upon by Government.

9. The total number of claims filed under these Acts is, I understand, 413 (about 200 of which are still undisposed of), and between 40 and 50, are in respect of debts said to have been incurred by the Regent, on behalf of the infant Nabob.

10. Up to the present time only one of the last mentioned class of claims has undergone investigation before us. The claim was on account of money lent. The learned Advocate General, in that case, elaborately contended with reference to the phrases "*fairly and justly*" contracted by the said Nabob or on his behalf during his infancy, by the Regent, in the preamble of Act 30 of 1858, and "*justly and fairly due*" in Sections 14 and 22, that the claimant was bound to shew that it was "necessary and proper, for the Regent as a trustworthy and prudent guardian, having due regard to the Nabob's circumstances and interests, to borrow the sum in question (about £600), and also that the sum so borrowed was expended for the Nabob's benefit. We thought, however, that this could not be the meaning of the Act, as it could not reasonably be expected that the lender would be able to ascertain all the means and exigencies of the Nabob, and all the particulars of his expenditure, on any given occasion, and to furnish evidence of these matters on the investigation of his claim; and that as the phrases relied upon were used in common to both cases, to the case of debts contracted by the Nabob himself, and to the case of debts contracted on his behalf by the Regent, so they must bear the same meaning in both cases; and that in the case of money borrowed by the Nabob himself it could not be contended that the claimant would be bound to shew that it was necessary and proper for the Nabob, having a due regard to his own real welfare to borrow the money claimed, my brother Bittleston also putting it, as I thought very pointedly, that "*justly and fairly due*," in the case before us, meant nothing more than "*justly and fairly*" as between borrower and lender, and not as between the Nabob and the Regent; and we decided, without calling for any argument on the other side, that it was sufficient to shew that the Regent borrowed ostensibly on the Nabob's behalf, and that the claimant lent his money *bonâ fide* believing that he lent it to the Regent on the Nabob's behalf.

11. This decision was given on the 27th or the 28th May last, and, whether right or wrong, it was the law, for it was the decision of the only Court made competent, by the Act itself, to declare its meaning.

12. There followed with great rapidity upon this decision, *viz.*, on the 18th June. The Act of which the applicant now complains, Act 16 of 1859, entitled, "an Act to explain Act 30 of 1853."

13. "Whereas doubts have arisen whether certain debts contracted by Prince Azeem Jah Bahadoor, during the infancy of the late Nabob of the Carnatic, were debts or claims, within the meaning of Section XIV, or any subsequent Section of Act XXX of 1858, and whereas it is expedient to remove such doubts, as well as other doubts which exist as to the power of the Supreme Court of Judicature at Madras, to award costs in investigations under Section XXII of the said Act, and as to whether cases so investigated are appealable to Her Majesty in Council; it is declared and enacted as follows:

I. No debt contracted by the said Prince Azeem Jah Bahadoor during the minority of the said late Nabob, shall be deemed a debt or claim, within the meaning of the said Section XIV, or any subsequent Section of the said Act, unless it shall be proved that it was necessary and proper that such debt, should be incurred, on behalf, or for the use of the said Nabob, and that the same was so contracted, or unless the Governor in Council of Fort Saint George, shall dispense with such proof.

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II. Upon any investigation under section XXII of the said Act, it shall be lawful for the Court, except as otherwise provided by the said Act, to award costs to either party, and to cause the same to be levied in the same manner as costs in an ordinary suit."

14. Now, with respect to the doubts secondly recited as to the power of this Court, to award costs, what doubts could there be? Section 32 of the first Act distinctly gave us power, to award costs in the claimants favor, and gave no power to award costs against him; we had, therefore, no such power as against the claimant, for the whole jurisdiction and the proceeding under it, are the creature of the Act itself.

15. These doubts are recited as if they were doubts entertained as to costs generally on either side; then comes Section 2 which in terms empowers the Court generally to award costs to either party, and yet this recital, and this section, had obviously no other object than to fix the claimant with a liability to costs, from which he was previously free. I say no other object, for the liability of Government to costs was clear enough before.

16. On this point, however, there has been no judgment of this Court, and it was, therefore, competent to the Legislative Council to resolve any doubts, which might be entertained upon the point, if it could do so without retrospective legislation. But this, I think, was impossible, as claims had already been prosecuted on the faith of the interpretation to be put on Act 30 of 1858.

17. I now come to a more important part of the recital of Act 16 of 1859 as to the doubts whether certain debts contracted by the Regent were debts within the meaning of the prior Acts. Those doubts are resolved by declaring in section 1—That no such debt shall be deemed to be within the meaning of the said Acts, "unless it shall be proved that it was necessary and proper that such debt should be incurred," on the Nabob's behalf; that is, by adopting the very language of the Advocate General, and by so declaring, in effect, that the decision of the Court was quite wrong. On a former occasion, in Act 18 of 1857, the Legislative Council contented itself with reciting doubts as to the correctness of a decision of this Court, and with giving time to appeal against it. The Imperial Parliament never expresses any doubt as to the correctness of the judgment of a Court of Law, whenever, in consequence of a recent judgment, the Imperial Parliament recites doubts as to the law, it merely takes up the doubts either actually expressed by the judges themselves, or, necessarily to be implied from a difference of opinion between them, and then interposes by settling the law, for the future; and whenever the Imperial Parliament conceives, that the judgment of a Court of Law is likely to lead to inconvenience, it does not question the correctness of the judgment, it accepts the law as expounded, recites that it is expedient to alter the law, and alters it accordingly. It is for the Legislature to make Acts, and not to interpret them.

18. I have not dwelt upon this usurpation of our province, for the purpose of setting right the relations between the Legislative Council and this Court, for it must be manifest, that this Court cannot satisfactorily exercise its functions, under the supervision and correction of the Legislative Council, but because the matter has a direct bearing upon the matter now before us.

19. That which this Court has declared to be the meaning of Act 30 of 1858, though the law was not so declared until the end of May last, has, of course, always been the meaning of the Act, and the applicant and other claimants may well have supposed this to be its meaning. This brings me to the examination of his particular grounds of complaint.

20. It appears from the affidavits, and from the notice of this application, that the applicant claims to recover a sum of money lent by his father to the Regent on account of the Nabob more than 20 years ago; that in May last the applicant's case, was 11th on the list; that he was then ready for the hearing, having subpoenaed his witnesses and delivered his briefs to counsel; that he incurred this expense (which I know from a bill of costs brought before me some time ago must be very heavy) on the faith of the old law, and that the new law has cast upon him an increased burden of proof, which he is unable to furnish.

21. It is impossible, I think, to deny that he has sustained great injury; a right fully vested in him, and on which he has acted, has been taken from him, the issue has suddenly been changed, and a liability to costs imposed upon him on the eve of trial; he is at once visited with a penalty for failure, and his failure made certain.

22. But manifest as may be the grievances of the applicant, we should, perhaps, not be justified in granting the postponement prayed for, unless it is likely to procure him redress. This con-

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sideration leads me out of our ordinary province, which is merely to expound the law as we find it, and not to remark upon its general character and policy. But, called upon as I am, under the peculiar circumstances of this case, I am bound to declare my opinion that the Legislation complained of, is of the grossest ex-post facto character, and that it violates the first principles of Legislation and of justice. "Nova constitutio futuris formam debet imponere non præteritis." This application then, and the proposed petition, are to be supported on public grounds; the case of the Petitioner is the case of the community at large; for if such Legislation is allowed to stand, and to serve as a precedent for future legislation, then the rights of every person throughout British India are in jeopardy, and we no longer live under the shelter of the British constitution.

23. I cannot permit myself to doubt of the Petitioner's success, and this application is granted.

Sir A. Bittleston, Puisse Justice.

We are called upon by the application of Gunsham Doss, for a postponement of the hearing of his case; and by the grounds upon which that application has been rested, in the address of his learned counsel, to consider the circumstances under which a recent Act of the Legislative Council (*viz.*, Act 16 of 1859) was passed, and the character of that measure.

2. It may be a matter for regret that we, sitting here, should be under the necessity of expressing any opinion, either favorable or otherwise, as to any proceedings of the Legislative Council; but as the application for a protracted adjournment, of the hearing of this case, is grounded upon the intention of the applicant to appeal to the Home authorities, for a disallowance of that Act, we cannot well avoid considering what chance of success attends that appeal nor ought we to shrink from expressing our opinion upon that subject, when called upon to do so, by a legitimate application from a suitor of this Court. The Act in question appears to have a direct effect, upon the pecuniary interests of the claimant, and if there is any reasonable chance of his application to the Home authorities being successful, or of his obtaining any alteration of the provisions upon a further consideration of the matter, in the Legislative Council, it would be obviously unjust to refuse him the postponement necessary for making that application. I am, therefore, *reluctantly*, I confess, driven to consider what I may call the merits, or demerits, of the act in question, and after careful consideration, I am bound to express my opinion, that it is open to very grave objections.

3. In the first place, it is a measure calculated seriously to affect the pecuniary interests of a class of suitors in this Court, and it was passed in great haste, without affording them, any opportunity of being heard by petition, or otherwise, against its provisions.

4. In the second place, it is retrospective in its operation. It applies to the cases of claimants, who had already filed the declarations, and the particulars, of their claims, required by Act 30 of 1858, and Act 2 of 1859, and who had incurred considerable expense, upon the faith that their claims, so presented to this Court, were to be disposed of according to the provisions of those Acts. Lastly, it is objectionable, because, it assumes practically, (if not in words) to correct a decision of this Court, which is the proper province of a Court of Appeal, and not of the Legislative Council.

5. A decision was pronounced in this Court on the 27th May, giving a particular interpretation to certain words in Act 30 of 1858, and on the 18th June the Act in question received the assent of the Governor General. It is not disputed that the Act was passed *in consequence* of the decision, nor that it was passed in haste, the standing orders being suspended for the purpose. But the Advocate General said, in the course of the observations which he addressed to us, that the Legislative Council did not impugn the correctness of our decision, that they submitted to it, but that as they must know better than any one else could know what was their real intention when they passed Act 30 of 1858, and that as our judgment did not give effect to what they know to be the real intention of the council, they had deemed it expedient, now, to declare quite clearly what was that intention. This is a difference in words, but not in substance. The claimants under Act 30 of 1858 had, and have a right to say, that, it means that which we held it to mean, and that their claims were filed upon that understanding of the Act. True it is, that the Legislative Council have not assumed to set aside the decision of this Court in the particular case in which it was pronounced, but they have made the very nearest approach to so doing by hurriedly interposing an enactment, to nullify that decision as to all the subsequent cases standing on the list for hearing, which would

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have been governed by it. This is a grave matter, on public grounds. It is obviously fatal to any confidence in the administration of justice in any of the Courts of this country if, as soon as a decision adverse to the wishes or interests of Government is pronounced, the Legislative power may be invoked by the executive authority (the two being very closely allied and linked together) to interpose and nullify such decision.

6. I have thought it right to express these views quite decidedly, as the application made to us, seemed to me to require the expression of an opinion upon the matter, and entertaining these views; I have only to add, that I do not feel myself at liberty to refuse the application for adjournment made by this claimant; who, if ultimately he should establish his claim, must be himself the greatest sufferer by the delay for which he asks.

(True copy)

(Signed) HENRY GAMBLE.

(True copy)

J. R. BOYSON,

Government Solicitor.

No. 4. From THOMAS SYDNEY SMYTH, Advocate General; to the Chief Secretary to Government, Fort Saint George, dated 1st September 1859.

I have now the honor to forward to you, as promised in my letter to you dated 20th August 1859,* an extract from my letter, dated 30th May 1859, with marginal notes, referring to the official letters which substantiate the statements made in my said letter.

* Paragraph 7.

2. I have also added copies of the official letters themselves, and prefixed to them a list, with a short precis of their contents. Presuming that these papers will be printed, I have gone over them myself, and underlined the important parts, which, I would suggest, should be printed in italics, so as more easily to catch the eye.

3. For want of some similar guide, it too often happens, when official men, particularly at home, have not the time to digest lengthy papers, that a really strong case is thrown away—and I think that these papers make out so strong a case for Act 16 of 1859, that I should be sorry to find they were not fully understood, and their bearing appreciated.

4. If Government see no objection, I would suggest that a copy of this letter and the accompanying papers be sent to the Legislative Council. I should be glad they were fully satisfied that my letter, which Sir Barnes Peacock read to them, is fully borne out by facts.

5. There are three other letters from Prince Azeem Jah, dated 25th March 1825, 20th July 1826, and 4th August 1826, referred to in the Governor's letter to the Prince, dated 23rd November 1827; but though their import is evident from the context, I have not seen these three letters, and I do not think it necessary to wait for them. They would, no doubt, strengthen the case, but I think it abundantly strong as it is.

Extract from letter from the Advocate General to the Chief Secretary to the Government of Fort Saint George, dated 30th May 1859.

15. "I now come to another subject, and a very important one, *viz.*, the construction put by the Supreme Court on the words "*proved to have been fairly and justly contracted on the Nabob's behalf;*" and if Government shall be of opinion that my construction of these words is the correct one, according to the meaning and intent of the Supreme Government, then I would humbly move the Honorable the Governor in Council to apply at once to the Supreme Government to have a short declaratory Act passed to give effect to that construction, and also to remove doubts on two other matters which I shall presently notice.

16. "When the late Nabob's father died, the Government, in 1825, "*recognized*" the infant Nabob as his lawful successor; but it* *appointed*, of its own authority, the Prince, to conduct the affairs of the Circar during the minority as Naib-i-Mooktar.

* By an Official Letter and Proclamation in the Gazette.

** These are printed at the end of the documents forwarded by the Advocate General with this letter.*

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1. See Document No. 1. Extract of Minute by the Governor in Council, 3rd February 1826, see especially paragraphs 3 and 5; and Document No. 2, H. H. reply, dated 9th February 1826. And document No. 3, H. H. to the Government Agent, 31st October 1827.

17. " Government, therefore, had the right to impose terms upon, and exact engagements from, the Naib-i-Mooktar, with a view to protect the Nabob's interest—and it did so (1.) It informed him of its wish and readiness to aid him in freeing the Circar from debt, in order to enable him to keep it so during the minority; and to lay by a fund for the young Nabob's use when he should attain his majority, to meet the expenses of that occasion, ex : gr : his installation, marriage, &c.

18. "Government accordingly lent the Naib-i-Mookhtar 13½ lakhs of Rupees; 4½ lakhs in cash, without interest, and 9 lakhs in Company's Paper, at 5 per cent interest. With this liberal aid, and 5 lakhs of Circar funds, the Naib-i-Mookhtar paid off 18 lakhs of Circar debts, bearing 24 per cent. interest, and reported to Government, in 1826, that he had done so,* and that the Circar now owed nothing.

* See Documents Nos. 5, 9, 11, and 13, benign letter from Government to H. H.

* See Documents Nos. 7, 8, 10, 12, as well as 2 and 3, especially No. 12, paragraph 3 and elsewhere.

19. " Government then exacted* a solemn promise from the Naib-i-Mooktar, that he would incur no fresh debt without their knowledge. This promise he gave in the most express terms, and repeated in several letters*.

20. " Government also ordered him to inform all who had had money dealings with the Circar, that, in future, they must look for payment only to the individuals to whom they might lend money, and that no such debts would be discharged from, or recognized as binding upon the Nabob's income ;* and the Naib-i-Mooktar, in reply, assured Government* that he had given this warning accordingly. This was in 1827.

21. "Subsequently, and on several occasions, the Naib-i-Mooktar assured the Government, (which at his request had increased the monthly allowance by Rs. 14,000*) that the Circar was quite free from debt—that there was no occasion whatever for contracting any fresh debt—that the income was not only ample for all necessary expenses, but sufficient to admit of his laying by, from 1833, a sum of one lakh of Rupees annually,* to form a fund for the expenses of the young Nabob's majority.

22. " Nay, more, from 1833 to 1842, the Naib-i-Mooktar every year reported to Government* that he had laid by this one lakh for this purpose:—and, in August 1842, when the Treasury was found to contain but 1 lakh instead of 9 lakhs, the Naib-i-Mooktar sent in a memorandum* shewing that the missing 8 lakhs had been expended, not for the Nabob's use or in necessary expenses, but chiefly in loans to his, the Naib-i-Mooktar's relations, *viz.*, 5 lakhs and upwards to the Begum his mother, Rs. 60,000 to Gholam Moortooza Khan, and so on.

23. " When I was stating to the Supreme Court the case for the defence, I opened all these facts, and I said, that, with reference thereto, I was prepared to contend, that by the words " debts " fairly and justly contracted on behalf of the Nabob during his infancy by Azeem Jah," the Legislature must be taken to have meant, *not* all debts contracted in the Nabob's name, however unlimited in amount, however unnecessarily and improperly contracted, and without reference to whether they were contracted for the Nabob's use or expended for his benefit, but such only as were contracted necessarily or properly in his name, or, at least, such as were (though perhaps not necessarily) actually

* See No. 23, from the Nabob to the Government Agent, 17th March 1855, repudiating in the strongest terms, the idea of his being liable for any of these debts, and shewing that the Prince was actually paying them himself.

minor, unable to act or judge for himself, the words must have a very different meaning, and must mean debts "properly and necessarily contracted for his use," and not merely such as had been unnecessarily, and without propriety or excuse, contracted in his name, and expended without regard to his use or benefit.

24. "The Court, however, ruled the point against me, refusing to receive any evidence."

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List of letters and precis of their contents.

No. 1. Page 10.—*E. M. C.* 3rd February 1826, ordered to be communicated to Government Agent, that he might distinctly ascertain (see paragraph 5) if the proposed arrangements would be agreeable to H. H. Prince Azeem Jah. See especially paragraph 2, towards the end.

No. 2. Page 11.—Prince Azeem Jah's reply, 9th February 1826, acknowledging receipt of No. 1 on 6th February from the Government Agent, Colonel Taylor, and replying that "all the arrangements therein contained are perfectly satisfactory to him."

No. 3. Page 12.—31st October 1827, H. H. Prince Azeem Jah to Government Agent, in reply to 1st part of last paragraph of Chief Secretary's letter of 21st September.

Paragraph 2, promises if any small debts be incurred during the year to clear off all from next Panjum Hissa.

No. 4. Page 13.- 27th November 1827. Chief Secretary to Government Agent, forwarding No. 3.
No. 5. Page 13.- 23rd November 1827. Governor Lushington to Prince Azem Jah.
No. 6. Page 13.- 23rd November 1827. Prince's letter of 25th March 1825.

Paragraph 2, refers to Prince's letter of 25th March 1826.
Paragraph 4, shews half a lakh more advanced.
Paragraph 5, refers to H. II. letter of 20th July 1826, stating all debts had been discharged.
Paragraph 6, refers to Government letter of 11th April 1826, directing Government Agent to take care that H. II. distinctly understood himself to be *pledged* that no fresh debt, directly or indirectly, shall be incurred on the part of the Nabob; also to similar letter of 4th August 1826.
Paragraph 7, refers to *express* stipulations as to not incurring of debt in future. H. II. first duty is to young Nabob.
Paragraph 8, New debts not chargeable on Nabob's funds—this positively prohibited—this to be explained to creditors.

No. 6.	Page 15.—28th January 1828,	H. H. the Prince to Government Agent, enclosing No. 7.
No. 7.	Page 15.—Do.	H. H. to Governor.

No. 7. Page 15.—
Paragraph 1, II. II. refers to former promises.
“ 4. II. II. says he *has explained to all creditors* that they are to look to their individual debtors only.

No. 8. Page 16.—3rd January 1831. H. II. to Government Agent.
Paragraph 14, H. II. assures Governor that Nabob shall receive his affairs "in a prosperous state, without any debts incurred, but with a fund in his Treasury."
Paragraph 16, debts of Bhow Begum and Nabob Begum "are excluded from debts of the Nabob," as per *Government letter of 23rd November 1827, and as per H. II's. reply of 28th January 1828.* (Nos. 5 and 7)

No. 9. Page 19.—*15th February* 1831—Governor to H. H.
Paragraph 4, refers to H. H. letter *6th December* 1825, *promising* to reduce expenses by Rupees 4,03,35 annually
Paragraph 6, H. H.'s solemn *promise* to Sir T. Munro, to contract no fresh debt without concurrence of Government.

Paragraph 2, solemn promise to pay off present debts, and not contract fresh ones without concurrence of Government.

Paragraph 2, duty of Government to young Nabob obliges it to demand accounts.
Paragraph 4, adds Pagodas 4 000 monthly (or £1,400) to previous allowances.

Paragraph 4, adds Pagodas 4,000 monthly (or £1,100) to previous allowance.
 No. 12. Page 22.—21st November 1831, H. H. to Governor.
 Paragraph 1, refers to his former promises.
 Paragraph 3, refers to his "sacred assurance" of 2nd March, (No. 10).
 Paragraph 5 refers to his promise to save one lakh annually—promises even further savings.

No 13. Page 24.—19th March 1832, Governor to H. H.
Paragraph 2, expects 1,00,000 Rupees set apart yearly for Nabob.
Paragraph 3, *refuses* to revive former allowance of 2,06,000 to B. gum.

No. 14.	Page 24—4th January 1834, II.	II. to Governor 1 lakh laid by, for 1833.
" 15.	" 25.—10th February 1835,	Do. do. do. 1834.
		do. do. do. 1835.

" 15. "	23.—16th February 1836,	Do.	do.	do.	1835.
" 16. "	25.—18th January 1836,	Do.	do.	do.	1836.
" 17. "	25.—18th December 1836,	Do.	do.	do.	1837.

" 17. "	26.—18th December 1837,	Do.	do.	do.	1837.
" 18. "	26.—16th December 1837,	Do.	do.	do.	1838.
" 19. "	26.—5th February 1839,	Do.	do.	do.	1839.

" 19. "	27.—19th December 1839,	Do.	do.	do.	1839.
" 20. "	"	"	"	"	"
" 21. "	27.—30th January 1841,	Do.	do.	do.	1840.

27.—Memo., dated 25th August 1842, by H. H. Prince Azeem Jah admitting that nine lakhs ought to have been in the Treasury, but were not; and showing how the money had been appropriated.

23. 28.—17th March 1855, Nabob to Government Agent.
Paragraph 2, Government's agreements with Prince Azem Jah.
" 3. Prince's violation thereof—but agrees to pay the new debts.

Paragraph 3, Prince's violation thereof—but agrees to pay the new debts.
Paragraph 4. Do. do. —Prince asks Circuit to pay 5 lakhs.
Paragraph 5. Subah not justly liable for any of these debts; but, at Prince's urgent request, agrees to pay two lakhs.

Paragraph 5. Nabob not justly liable for *any* of these debts; but, at Prince's request, engaged to pay to Lukhs by instalments: this merely *voluntary* money not spent by H. H. Nabob, nor applied to pay

Paragraph 9, requests Government to refer Petitioner to Cutcherry for liquidating Prince's debts, while any now in process of liquidation gradually by that Cutcherry.

are now in process of liquidation gradually by that Cutcherry.

Letter from the Nabob of Arcot to Sah Bahadur — 25 March 1825.
 " " " " Prince of Arcot to Sah Bahadur — 30 July 1826.

- " - " - Chief, Chittagong Sub-Station - 30 July 1920.
 - " - " - Chief, Secretary, to Government Agent,
 Chaparita } 4 August - 11-

Prince

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No. 1.

POLITICAL DEPARTMENT.

TO THE OFFICIATING GOVERNMENT AGENT AT CHEPAUK.

SIR,

I am directed to transmit for your information and guidance the annexed extract from the Minutes of the Honorable the Governor in Council of this date.

FORT SAINT GEORGE,
3rd February 1826.

(Signed) D. HILL,
Chief Secretary.

Extract from the Minutes of the Honorable the Governor in Council, dated 3rd February 1826.

The debts of the Nabob of the Carnatic amount to Rupees 17,08,095. They originated principally in the expenses attendant upon marriages and funerals in the family. They were a source of great uneasiness to the late Nabob, who was anxious to obtain aid from the Government for their entire or partial discharge. The Prince Azeem Jah Bahadoor has constantly urged the same object since the affairs of the Durbar fell under his management. The object is of great importance to the credit and comfort of the family. The greater part of the debts bear a high rate of interest; the rest, bearing no interest, consists of money due to relations of the family, to servants, and to tradespeople. While pressed by claims of either description, it is impossible for the Prince to manage the Nabob's pecuniary affairs to advantage: but, if they were discharged, the reductions of expense which the Prince proposes to effect, would leave a large surplus annually, out of which a fund could be formed to defray such contingent expenses as those which have occasioned the present debt.

2. It would be of little use to effect a partial discharge of the debt, as the remaining debt would thereby be rendered the more importunate; and as the Prince would still be precluded from exercising an effective control over the pecuniary affairs of the Durbar. If the present embarrassments were liable to recur, as they would be if the discharge of the debt were only partial, there would be no sufficient motive for Government to make any advance of funds for effecting such partial discharge. In some respects it would do harm rather than good. The only ground on which the Government will be justified in making the necessary advance of funds, is, 1st, that a complete list of all the present debts is furnished, shewing the names of the creditors, the amount of principal due, and the amount of interest which has accrued upon it; and, 2dly, that an engagement is entered into that no debts whatever will hereafter be incurred without the privity and consent of the Government. On that ground it may be expected that the Honorable the Court of Directors will not disapprove of such an advance of money as may be requisite to liberate their ancient ally, the Nabob of the Carnatic, for ever, from all pecuniary embarrassment.

3. Of the amount of debt, being seventeen lacks of Rupees, nine lacks are due to about twenty individuals, who would be happy to receive Promissory notes bearing the current rate of interest, and dischargeable after a fixed period. The remaining eight lacks are due chiefly in petty sums, which it would be desirable, on every account, to pay at once. Of the balance of last year's one-fifth, there remains unappropriated at the Durbar a sum exceeding four lacks of Rupees, with the addition, therefore, of an advance of four lacks from the General Treasury, the Prince would be supplied with sufficient funds for the discharge of all petty and urgent claims. His Highness will be requested to furnish the Government Agent with a discharge roll of all debts paid in ready money, so that reference may be made to it in the event of any claims being afterwards preferred.

4. For the remainder of the debt, Promissory notes might be issued bearing 5 per cent interest, the interest being payable half yearly, and the principal, in equal proportions in one, two, and three years. The notes might be in moderate sums, of about 5,000 Rupees each, one-third of their number payable after the first year, and the remainder after the third year. His Highness the Prince Azeem Jah might furnish to the Govern-

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ment Agent certificates, shewing the amount for which each creditor was entitled to receive Promissory notes issued to him were to be payable, and the rest of the arrangement might be completed by the Government Agent in communication with the Accountant General. Those Officers will have to consult the Advocate General relative to the terms in which the Promissory notes should be framed.

5. Resolved, that a copy of the foregoing observations be furnished to the Government Agent, in order that he may distinctly ascertain that the proposed arrangements would be agreeable to His Highness the Prince Azeem Jah Bahadoor.

"Resolved also, that a copy be forwarded to the Accountant General, in order that he may take into execution the details of the proposed arrangement.

(A true Extract,)

(Signed) D. HILL,
Chief Secretary.

No. 2.

CHEPAUK HOUSE, 9TH FEBRUARY 1826.

His Highness the Prince Azeem Jah Bahadoor presents his compliments to the Officiating Government Agent, has the pleasure to acknowledge the receipt of his note of the 6th instant, with copy of a letter from the Chief Secretary to Government under date the 3rd instant, and begs leave to request Colonel Taylor will have the goodness to convey the Prince's cordial thanks to his good friend the Honorable the Governor for the proposed arrangements mentioned therein, which was a long wished for object of great importance, which in the propitious Government of His Honorable good friend, being in contemplation to obviate the difficulties which would otherwise embarrass the Prince or Naib-i-Mooktar from exercising an effective control over the pecuniary affairs of the Durbar, the Prince has now to assure Colonel Taylor that all the arrangements therein contained are perfectly satisfactory to him.

2. The Prince begs with confidence to assure Colonel Taylor that no circumstances shall hereafter render it necessary for the Circar to contract such debts that has occasioned so much uneasiness to the Government and to the Nabob as that of the present debt.

3. The Prince will, to the extent of nine lacks of Rupees, furnish Colonel Taylor with certificates shewing the amount for which each creditor was entitled to receive Promissory notes, and also when the notes issued to him are to be payable; while eight lacks of Rupees will be paid by the Prince in ready cash to discharge all the petty and urgent claims; and he will, accordingly, furnish Colonel Taylor with a discharge roll of all the debts paid in ready money under the signatures of each of these creditors, so that reference may be made to it in the event of any claims being afterwards preferred.

4. The Prince requests Colonel Taylor will be pleased to ascertain whether the Prince is to pay interest only for the nine lacks or for the THIRTEEN lacks of Rupees, and how much is to be deducted each year from the one-fifth in liquidation of the cash to be advanced by Government until discharged.

5. The Prince has, on the 7th December last, transmitted plans of the accounts of future charges, framed with great difficulty, to such an extent that no further economy could possibly be effected, thereby shewing a saving at the end of the year of Rupees 4,03,355; out of this balance circumstances has now rendered it necessary to pay the establishment of the mother of the young Nabob, the salary of Dr. Scott, and the allowance to the son of the late Hirasat Khan; in consequence of which, the balance remaining hereafter will be diminished. Considering all these charges, if three lacks of Rupees per annum out of the fifth share of the Carnatic revenue, in liquidation of the principal of the amount to be advanced by Government, together with the amount of the interest, be deducted at the General Treasury, the Prince would not find it difficult to defray the annual charges of the Durbar.

6. The Prince is confident that, in the course of a week or two, the Government Agent will procure the arrangements in question to be carried into effect.

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No. 3.

SHADY MAHL, 31ST OCTOBER, 1827.

His Highness the Prince Azeem Jah Bahadoor, &c., &c., presents his compliments to the Officiating Government Agent, with reference to the 1st part of the last paragraph of the Chief Secretary's letter under date the 21st September last, recommending a rigid economy to be practised, received in Colonel Taylor's note of the 23rd of the same month. His Highness begs leave to assure Colonel Taylor, for the information of His Highness' good friend the Right Honorable the Governor, that since his appointment as Naib-i-Mookhtar his whole attention has been entirely directed to the diminution of all the avoidable expenses of the Circar, to such degree as His Highness is fully convinced that the consequence of it will be highly satisfactory to the expectation of Government, as well as to his own credit; but, in respect to the submitting the accounts of the Circar to Colonel Taylor for the information of Government, as referred to in the last part of the same paragraph, His Highness begs to leave to observe that he is always willing to meet with the wishes of Government, especially when immediately connected with the Colonel, but it was because the delivery of the accounts of the Circar would be a matter of very great degradation to His Highness himself, that he was induced to refuse verbally to Colonel Taylor, in the first instance, to give any such accounts; and when, therefore, the late Governor Sir Thomas Munro, and the Governor General were pleased to gratify His Highness by nominating him as Naib-i-Mookhtar (which signifies an independent Naib) His Highness was then fully contented.

2. His Highness further begs leave to state that he has no objection whatever to submit the accounts, but as it has not been thought necessary, hitherto, viz. for a period of nearly two years the people will suspect His Highness' conduct, and say that Government, after a trial, have disapproved the conduct of the Naib-i-Mookhtar, and consequently require the account of the Circar, which will be highly degrading to His Highness, who would not allow even a cash to be applied improperly or unnecessarily, and the usual allowances made to the Circar servants do not exceed moderation; that in consequence of there being no money in the Circar's Treasury, and the impossibility of making any more general deduction, some debts are occasionally incurred from the calls of the ceremonies, &c., which are necessary for the establishment, but His Highness will take care to clear off such debts by the end of each Fusly, from the Nabob's one-fifth share of the revenue of the Carnatic.

3. But in order to give a full explanation on the foregoing sentiments, and to remove thereby any suspicion that may perhaps be entertained by His Highness' good friend, His Highness begs leave to state that Her Highness the Nabob Begum, in addition to her monthly allowance, was always in the habit of receiving two lacs and six thousand Rupees at the time of the payment of the one-fifth share of the Carnatic Revenue, which she expended without any control over it during the life time of his father, His Highness the late Nabob Azeemood Dowlah Bahadoor; also during the life time of his brother, the late Nabob Azeem Jah Bahadoor. His Highness has endeavoured to persuade his mother the Nabob Begum to reduce her expenses to the monthly allowance granted her, and to give up the annual sum altogether, but to this Her Highness will not consent, and it has, therefore, been necessary for the Prince to declare to Her Highness that he will, however, add to Her Highness' monthly income, as large a sum from the balance of the one-fifth share of the Carnatic revenue as can be spared from it, to prevent her getting into difficulty; but, whatever debts she may incur, she alone must be answerable for. Respect following upon herself will have the effect of inducing her to curtail her expenses as His Highness most anxiously desires.

4. With this exception His Highness holds himself responsible that the expenses of the Circar shall be confined within the limits of its present receipts.

5. Under the circumstances, His Highness trusts that the Government, from all his former engagements as well as the present ones, will give credit to what he asserts; otherwise, His Highness reason only that on a former occasion the late Governor, on his ordering a receipt of an advance to be order it otherwise.

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No. 4.

TO THE OFFICIATING GOVERNMENT AGENT AT CHEPAUK.

SIR,

Paragraph 1. I am directed by the Right Honorable the Governor in Council to acknowledge the receipt of your letter of the 5th instant.

2. In consequence of the importance and delicacy of the subject to which it relates, it has been judged proper, to address His Highness the Naib-i-Mookhtar in a letter herewith transmitted, which you will be pleased to deliver to His Highness. For your information a copy and translation of it are enclosed, and I am directed to desire that you will afford His Highness your best assistance and advice in acting in conformity to the sentiments therein pressed upon his attention.

I have &c.,

(Signed) D. HILL,

Chief Secretary.

FORT ST. GEORGE, 27TH NOVEMBER 1827.

No. 5.

TO HIS HIGHNESS THE PRINCE AZEEM JAH BAHADOOR,

Naib-i-Mookhtar, &c., &c., &c.

Paragraph 1. Since I assumed charge of this Government, my attention has been drawn to the arrangement, which was adopted by my distinguished predecessor, Sir Thomas Munro, for the discharge of the debts of the Nabob of the Carnatic, and at which the Governor General expressed his cordial satisfaction in his letter to your Highness bearing date the 7th of April 1826.

2. I find that, in a letter bearing date the 25th of March 1825, your honored Brother, the late Nabob, after dwelling upon his great distress and anxiety in consequence of his inability to discharge the debts which had been incurred by his late father, and by his mother, and after earnestly applying for assistance, to effect that desirable object, used the following expression, viz.

"You may feel assured that after having been relieved from our present difficulties no fresh debts will hereafter be incurred either by my mother or myself. Indeed, it is my wish, after discharging my debt to the Government, to lay by a sum yearly to meet occasional charges, in order that no difficulty may be experienced in the transacting my affairs, from the want of funds in my Treasury."

3. Relying on this assurance it was stated as follows in the proceedings of the Governor in Council under date the 3rd of February 1826, viz.

"It would be little use to effect a partial discharge of the debts of the late Nabob, as the remaining creditors would thereby be rendered the more importunate, and as the Prince would still be precluded from exercising an effective control over the pecuniary affairs of the Durbar. If the present embarrassments were liable to recur, as they would be, if the discharge of the debt were only partial, there would be no sufficient motive for Government to make any advance of funds for effecting such partial discharge. In some respects it would do harm rather than good. The only ground on which the Government will be justified in making the necessary advance of funds is, 1st, that a complete list of all the present debts is furnished, shewing the names of the creditors, the amount of principal due, and the amount of interest which has accrued upon it; and, 2nd, that an engagement is entered into, that no debts whatever, will hereafter be incurred, without the priority and consent of the Government. On that ground it may be expected, that the Honorable the Court of Directors will not disapprove of such an advance of money as may be requisite to liberate their ancient Ally, the Nabob of the Carnatic, forever from all pecuniary embarrassments."

4. With the same view, the Government consented afterwards to increase the advance of money in the sum of half a lack of Rupees, so that the discharge of debts might be complete and final.

5. Your Highness' sense of the arrangement was expressed in your letter of the 20th of July 1826, in which you also stated that "the whole of the debts of the late Nabob of the Carnatic had been easily discharged, leaving no sort of debt due from the Circar."

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6. In repeated communications to the Government Agent at Chepauk, the *main object* of the arrangement, for which the Company's funds has been advanced, *was reiterated*, in order that it might be *pressed on your Highness' attention*; and in, particular, the Government Agent was enjoined, in a letter of the 11th of April 1826, to take care that your Highness *distinctly understood* that you are considered to be *pledged that no further debt shall, directly or indirectly, be contracted on the part of the Nabob*; and again, in a letter of the 4th of August 1826, he was *reminded* that it was *agreed and understood that no debt whatever is henceforward to be contracted on the part of the Nabob* or any member of his household.

7. I am led to indulge the same hope as my predecessor, that an arrangement which not only relieved your illustrious family, from those pecuniary embarrassments, which are liable to affect both their comfort and independence, and also their means of conferring benefits upon others, and of maintaining their own estimation, in the public mind, but moreover *stipulated expressly that all such embarrassments should be scrupulously avoided* for the future, will be sanctioned by the Honorable the Court of Directors. I should also have felt disposed to anticipate the happiest results from this arrangement, in placing the Nabob and his family aloof from all dealings with money lenders, and from the humiliation to which such dealings so often lead, and in supplying His Highness with the means of regulating his household affairs, with order and dignity, and of exercising the bounty and munificence becoming his Princely rank and station. In this anticipation, I should have been confirmed, by what I learn of your Highness' moderation in personal expense, and anxiety to acquit yourself of *your honored Brother's engagement, and your own, that after the Government, had advanced funds, for freeing the Nabob from debt, no further debt should be incurred, directly or indirectly, either by His Highness, or by any member of his family*. But I have understood, with the deepest concern, that your Highness' cares have proved ineffectual, and that debts to a large amount have been contracted. My disappointment on this account, and that of the Honorable the Court of Directors, cannot fail to be extreme, and must be accompanied with some feeling of regret, that the funds of Government have been expended for a purpose which has thus, unhappily, been frustrated. I address myself, however, to your Highness, *in the confidence, that my representation will be received as coming from a friend, anxious for the honour and welfare of your illustrious house*, I would urge upon your Highness that no consideration, not the desire of personal indulgence, nor a facility of temper, nor even filial affection, should prevail upon your Highness to *violate the engagement into which both the late Nabob and your Highness entered*; that in the high station which you fill, *your first duty, after those of honor and justice, is towards the infant Nabob, to whom it will be your chief pride to deliver over the charge of his affairs in a prosperous condition when he attains to full years*; and that the respect due to the family, over which you now preside, cannot be maintained, nor its comfort provided for, if the disorder from which its finances were so recently retrieved, be again allowed to spread over them; I feel assured that your own sentiments concur with mine, and that, henceforward, effectual measures will be adopted, for enforcing them.

8. As the guardian of the Nabob's interests and those of his family, I am bound to declare, that whatever debts may have been contracted in *contravention of the pledge given to Government, CANNOT at any time become chargeable against His Highness' REVENUES, and that IT MUST BE EXPLAINED TO THE CREDITORS that they have to look for re-payment, only to those by whom the money has been borrowed*; on the last adjustment of debts, those of your Highness' mother were discharged, but as it was stipulated, that no debts were to be incurred in future, the discharge out of the Nabob's funds of any which may nevertheless have been incurred, *will hereafter be positively prohibited*.

9. I have further to explain to your Highness, that as the principal members of your exalted family are exempted from the jurisdiction of the Supreme Court of Judicature, it is incumbent on the Government, to take care, that justice is done on behalf of such persons, as may thereby be denied justice, by due course of law. Debts, therefore, incurred by members of your Highness' family, who are exempt from the jurisdiction of the Supreme Court, will need to be discharged in the first place by the sale of their property, and, if that be insufficient, by the stoppage of their allowances.

10. By making PUBLIC the foregoing rules of proceeding, I trust that your Highness will succeed in preventing any member of your family from borrowing, and ANY BROKER FROM BEING WILLING TO LEND MONEY. I have further to request, that the expenses of the Nabob's household may be revised, with a view to their reduction, and that every allowance which is not necessary for the

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proper support of the person receiving it may be discontinued, so that the declared intention of your late honored brother, "to lay by a sum yearly to meet occasional charges," may be carried into effect.

11. I rely upon your Highness' known good disposition, to meet the wishes which I have not withheld myself from expressing with friendly earnestness, and your Highness may rely upon the support of the Government, as well as upon the approbation of your own mind, and that of all good men, and sincere well wishers to your illustrious house.

What more.

(Signed) S. R. LUSHINGTON.

FORT ST. GEORGE,
23RD NOVEMBER 1827.

(A true copy.) (Signed) D. HILL,

Chief Secretary.

No. 6.

SHADY MAHL, 28TH JANUARY 1828.

His Highness the Prince Azeem Jah Bahadoor, &c., &c., &c., presents his compliments to the Government Agent, and begs leave to forward a Khareeta for his good friend the Right Honorable the Governor, in reply to one of the 23rd November last, with copy and translation thereof, for the information of Mr. Lushington.

No. 7.

Substance of a Persian letter addressed by His Highness the Prince Azeem Jah Bahadoor, the Naib-i-Mookhtar, to the Right Honorable the Governor, dated 10th Rujjub 1243 Hijery, or 28th January 1828.

In having the honor of acknowledging the receipt of your Excellency's letter of the 23rd November last, referring to the debts of my revered brother the late Nabob of the Carnatic, and the promise made in his letter, to Sir Thomas Munro the late Governor, under date the 25th March 1825, which he really intended to conform to, I beg leave to assure your Excellency that I, also, keep the same object in view, it being the very arrangement adopted by the late Governor, and this, I trust, has been proved by my conduct, since the death of the late Nabob.

2. I beg leave to state that I immediately discharged all the debts of the late Nabob's, my revered father and brother, as soon as I received the sum advanced by Government for that purpose, and transmitted a discharge roll thereof, under my signature, in my letter to the late Governor under date the 20th July 1826, and I now have the honor to enclose another discharge roll of all the debts of the late Nabob's, as further testimony thereof, under the signatures of such creditors as are present, and of the representatives, and attorneys, of such as are dead and absent, excepting those of Messrs. Griffiths and Co., the reference of whose receipts, has been made in the records of the office of the Government Agent, and of the heirs of the late Amir-ud-Dowlah, whose amount is still deposited in the Circar's Treasury, in consequence of its not being legally decided, to which of the heirs the amount is to be paid. This could not be forwarded earlier, from the delay consequent on procuring the signatures, in conformity to the requisition contained in a letter from the Chief Secretary to Government, under date the 4th August 1826; but, by it, your Excellency will perceive, that none of the debts of the late Nabob's remain unpaid by the Circar.

3. From the exhausted state of the treasury, and the appropriation of a large instalment annually for the liquidation of the advance made by Government, as well as from the exigency of certain charges which the establishment requires, to keep up the dignity and state of the Nabob, I am obliged to anticipate the receipt of the balance of the one-fifth share of the Carnatic revenues by borrowing occasional small sums, yet I can assure your Excellency, that it is not my intention that any new large debts shall be ever contracted on the part of the Nabob, and that I am in full confidence that this will regulate my present and future conduct, and that the Nabob, at the time of my delivering over to him, the charge of his affairs, will receive them in a prosperous condition. The Officiating Government Agent, on the part of Government, has also joined with me constantly to effect these desirable objects.

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4. I have fully communicated to my mother the sentiment expressed in your letter, with respect to her new debts, and I have at the same time explained to all the creditors that they must look for the repayment of such debts as may not be incurred by the Circar to those to whom their money has been lent: but, in consideration of some reasonable becoming expenses of the household establishment of my mother, which, from the commencement of my father's succession to the Musnud, has been considered to be the stately inner establishment, and as she, being the grandmother of the present Nabob, is held as head of the females of the family, and as I am confident, that the Nabob will also regard her in the same light when he shall attain to his full years, and as the late Nabob had already stated in his letter above alluded to, that she is incumbered with unavoidable expenses of her establishment, I have deemed it expedient to assist her, annually, with such sum of money as I can spare from the Circar's treasury, for those necessary expenses of her establishment, in addition to her monthly allowance, which, in reality, is laid out for the state of the Nabob's establishment.

5. I can assure your Excellency, that since my appointment as Naib-i-Mookhtar, my attention has been constantly fixed on the necessity of reduction in all the unnecessary charges of the Circar.

6. Agreeably to your Excellency's suggestion, the creditors of such members of the family as are exempted from the jurisdiction of the Supreme Court shall be satisfied, either by the sale of the property, or by stoppages from the pensions of their debtors, and your Excellency may rest assured that I am always ready and willing to meet the wishes of your Excellency in every respect.

No. 8.

SHADY MAHL, 3RD JANUARY 1861.

His Highness the Prince Azeem Jah Bahadoor, &c., &c., &c., presents his compliments to the Government Agent, and with reference to his note of the 29th ultimo, begs leave to acquaint him, for the favorable consideration of his good friend the Right Honorable the Governor, that it is well known the late Nabob Wallajah having styled himself as a sincere ally to the British Government passed his life in maintaining that alliance, with a view not only to preserve his own honor and prosperity, but also those of all his descendants.

2. That with the same prospect also His Highness' father, the late Nabob Azeem-ood-Dowlah, at the time of his accession to the Musnud (following the steps of his ancestor), had agreed to all the terms proposed by the Government, relinquished all his rights to the country, and yielded it up, with all his consent, to the British Government. He, as well as his descendants, zealously and uniformly maintained their sincere alliance to the British Government, by submitting them over and conforming to their wishes in everything, and without having any idea of deviation from the principles of their such submission, especially in a matter which may in any way incur the displeasure of Government. The good result of which is still continued and hoped the same to be in future, by the grace of God Almighty.

3. After the death of His Highness' Brother, the late Nabob Azeem Jah, when Government had been pleased to allow his son, the present young Nabob, to succeed his father to the Musnud, His Highness had a great mind to withdraw himself from any concern, of which intention, Colonel Taylor, the late Officiating Government Agent, was acquainted, but Government were good enough to offer him the situation of a Naib to His Highness the Nabob until he attains to his proper age. This offer of Government His Highness could not accept, in consideration, that though a man, he was much careful as possible in all his acts, yet he is liable to mistakes, and that in such occasion, he would be called for to be accountable for all his past acts; and, in consequence, stated to them that in case of their being pleased to honor him, with the addition of the title of Mookh Taroo (the meaning of which is well known) His Highness would be very glad to accept their kind offer, and be thankful to them, who, accordingly have been graciously pleased to grant him that indulgence (probably for his being a son of a British ally, the late Nabob Azeem-ood-Dowlah, whose good conduct towards the British Government, is extensively celebrated), and appointed him as Naib-i-Mookhtar of His Highness the Nabob of the Carnatic, and honored him with their kind distinctions, to be also confirmed not only by the Governor General, but likewise by the Honorable the Court of Directors and His Most Gracious Majesty the King of England.

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4. Now His Highness takes the liberty to assure Mr. Lushington, with a solicitation to convey the same to his good friend the Right Honorable the Governor, that as he has been thus exalted by the British Government, he will never fail to submit to them, and to conform to their wishes, nor shall he ever deviate from such submission. But as necessary representations, which generally come from subordinates to their superiors, and which, of course, in case of their not being acceptable to their superiors, have no other remedy, than due submission, are not considered as counteracting to their superiors, His Highness therefore, considers it his duty, to state, then, for the principles of that submission, His Highness therefore, considers it his duty, to state, then, for the ingenious and favorable consideration, of his good friend the Right Honorable the Governor, who, as His Highness is confident, will no doubt be pleased to grant, the allowance of his said representations.

5. His Highness extremely regrets to find that the liquidation of the debts of the late Hussain-ool-Moolk, contracted through the Circar, led his good friend the Right Honorable the Governor to doubt in His Highness' confidence and integrity; such occurrence His Highness cannot attribute to any other than to the misfortune which has suddenly fallen upon him. His Highness has stated all the facts respecting these debts, in his letter of the 17th November last, and declares, again, that he did not make any deception in this case. Because there was no particular plan suggested in His Highness' good friends letter of the 23rd November 1827, granting the pension to Hussain-ool-Moolk Hall, nor in its reply from His Highness dated 28th January 1828, for the liquidation of all the debts of the late Hussain-ool-Moolk, excepting that half of the pension should be applied in discharging the debts of his late father, and nor any inference of the kind is still to be drawn from those letters to discharge the debts of the late Hussain-ool-Moolk by equal instalments, and it is for the same reason alone that the liquidation of those debts, is hitherto conducted in such manner, as is considered proper and advisable.

6. Independent of the debts incurred through the Circar, it was deemed impossible to discharge other debts by equal instalments, from the considerableness of the debts, and the scantiness of the funds appropriated to liquidate the same, and besides that all the creditors who had lent their money on interest, would not be satisfied, had equal instalments been appropriated for discharging all the debts whether bearing or not bearing interest.

7. In supporting the above statements His Highness further begs to say, that the causes of discharging these debts at once, were the security of the Circar, upon which they were contracted, and the expiration of the terms stated for discharging them; but in case of a question why they were not discharged from the Circar's fund, recovering the same by fair proportion, His Highness states that, independent of the loss which the Circar was to sustain, in laying out so much money for discharging these debts, there was no fund at all in the Circar in the last year for so doing; for the balance of the 3rd which was received in the last year, was only Rupees 58,672-4-1, and as this was not at all sufficient for the requisite expenses of the Circar, itself (for which reason an advance of 30,000 Rupees was received from Government in the last year), it could not possibly afford to discharge these debts.

8. His Highness also regrets to find other circumstances, which have come to the ear of his good friend the Right Honorable the Governor, and which have led him to suspect His Highness' character, in conducting the affairs of His Highness the Nabob of the Carnatic. These circumstances, His Highness confidently trusts, are not drawn from any other source than only from hearing that considerable debts have been incurred by the Circar. His Highness, therefore, takes the liberty to acquaint Mr. Lushington, for the information of his good friend the Right Honorable the Governor, that it is true that about a sum of 5,91,810-1 $\frac{1}{2}$ of Rupees have been contracted by the Circar for defraying the charges of the Nabob's establishment on a very reduced state. But His Highness is very sorry for the neglect occasioned in taking previously the opinion of the Government Agent to do the same, though they have been incurred on several good reasons stated in the accompanying abstract account current of the Circar's finances, No. 1.

9. Of all these charges His Highness has briefly stated in his public letter to his good friend the Right Honorable the Governor, under date the 28th January 1828, and as no answer was received to the same from His Excellency contradicting any part thereof, His Highness has been fully satisfied that every part of his said letter was approved by his good friend.

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10. Under all these circumstances His Highness now begs leave to request Mr. Lushington will be pleased to assure His Excellency that all the expenditures stated in the said abstract account current have been actually occasioned for the usual state of the Nabob's establishment, and that the amount thereof is indeed at a very moderate scale, in consideration of the amount stated in the other abstract account current of the Circar's finances and charges, No. 2, which also accompanies this.

11. *If the old large debts** which commenced from two years before the death of His Highness' father, the late Nabob Azcem-ool-Dowlah, and which continued to the death of his Brother the late Nabob Azcem Jah, *had not been contracted*, or, in case of any, had been liquidated within the same periods, His Highness begs to assure Mr. Lushington that *he could have saved by this time a large sum during capacity as Naib-i-Mookhtar* of His Highness the Nabob of the Carnatic, in his treasury.

12. His Highness further begs to assure Mr. Lushington that, in former times, before the commencement of any such debts, His Highness' father, who was in receipt of the whole balances of his one-fifths for those periods, could not collect a single cash in his treasury, in consequence of the several stately charges. But afterwards, debts were commenced, and in course of about nine years, during which periods the full amounts of balances of the one-fifths were received without any heavy deductions, amounted to Rupees seventeen lacs, forty-nine thousand, two hundred and twenty-six, annas five and three quarters (17,49,226-5 $\frac{3}{4}$), the statement of which has been forwarded to Government after the liquidation of them.

13. In short, in course of the foregoing nine years, a fund of about Rupees 59,10,933 annas 14 (namely 41,61,707-8 $\frac{1}{4}$ of Rupees on account of the balance of the one-fifth and 17,49,226-5 $\frac{3}{4}$ of Rupees on account of the debts as above stated) has been laid out, whereas, in course of about the last five years a sum of Rupees 11,18,875-3 $\frac{1}{4}$ -1 (viz. Rupees 5,27,065-1 $\frac{1}{2}$ -1 received from the balances of the one-fifth for the last four years and 5,91,810-1 $\frac{1}{4}$ of Rupees on account of the present debts including the amount due to Mohun Lawl on account of the late Nabob's time) has been spent. Hence Mr. Lushington will be pleased to judge in what degree of moderation are the present debts, the periods during which they were incurred, and the scanty incomes received for those periods, in comparison to the former debts, the periods during which they were contracted, and the considerable incomes received for those periods.

14. But, however, His Highness takes this opportunity to assure Mr. Lushington, and his good friend the Right Honorable the Governor, that His Highness the Nabob, at the time of receiving the charge of his establishment, will be highly gratified to see it in a prosperous state, without any debts incurred, but with a fund in his treasury.

15. His Highness begs to state, in enclosing the accompanying detailed statement of the Nabob's debts, No. 3, showing the names of all the creditors with their respective sums of principal and interest calculated up to the end of December last, that although he is fully aware of the degradation which may be resulted, from sending such detailed statement of the Nabob's debts, (as he had agreed before his appointment as Naib-i-Mookhtar) yet it is only for conforming to the wishes of His Excellency that His Highness was induced to do so; trusting, however, confidently, that his good friend the Right Honorable the Governor will be graciously pleased to save him from such degradation, and will not allow him to suffer any disgrace whatever, directly and indirectly, since he is a son of a sincere ally to the British nation, and is by the grace of God Almighty and by the sincere affection of the Government, appointed as Naib-i-Mookhtar of His Highness the Nabob of the Carnatic, and that in maintaining his honor and dignity he trusts, in the first instance, in the grace of God Almighty, and in the other he looks to his good friend the Right Honorable the Governor and to Mr. Lushington, and solely relies upon their sincere affection.

16. His Highness also encloses the required statement of the debts, No. 4, incurred by Her Highness the Bhow Begum and the abstract account current of it, No. 5, but with regard to the statement of debts contracted by Her Highness the Nabob Begum, His Highness begs to observe that though these debts are excluded from those of the Nabob (as stated in a public letter from the Right Honorable the Governor under date the 23rd November 1827, and also in its reply from His Highness dated 28th January 1828) yet His Highness requested her to furnish him with a statement of her debts, to which she answered him that she had furnished a statement of her former debts after

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death of her son, the late Nabob, with hope of getting them all liquidated in lieu of her shares from a share of the one-fifth of the Nabob of the Carnatic, which was fixed and continued to her for a time. But now, as she has no hope of that kind, she refuses the furnishing of the required statement of debts.

No. 9.

HIS HIGHNESS THE PRINCE AZEEM JAH BAHADOOR,
Naib-i-Mookhtar of the Nabob of the Carnatic. &c., &c., &c.

I have read, with feelings of great disappointment, your Highness' answer to the notes addressed to me at my desire by the Government Agent, relative to the appropriation of the sum set apart by the Government for the liquidation of the late Hussain-ool-Moolk's debt, to the debts contracted by your Highness on account of the Circar, and to the general condition of the Circar finances.

2. With regard to the application of one half of the pension continued to Hussain-ool-Moolk to the payment of his father's debts, it is obvious, (as well from the resolution of Government from the tenor of the communication which passed at the time between your Highness and the Government Agent,) that one half of the pension should be bona fide applied to the liquidation of his father's debts, and it was as obviously intended, though not expressed, that the sum so appropriated should be equitably divided among the lawful creditors in proportion to the magnitude of their demands. However small the shares, as they necessarily must be when the debts were so great, an equal distribution and regular payment would, at least, have convinced the creditors of the justice of the Government, of your Highness, and of Hussain-ool-Moolk-i-Hal; and, in some cases, the trifling pittance allotted, might have alleviated considerable actual distress.

3. I am convinced that your Highness will now agree with me in this view of the matter, and endeavor to do all that lies in your power to remedy the error, into which you have inadvertently fallen, by immediately acting upon the recommendations contained in the note of the Government Agent dated 29th November 1830, and I EXPECT that you will appropriate a portion of the Nabob's fifth of the Carnatic revenues, for the past year, which I have given orders for paying, to the just division among the creditors, of the sum due to them, but improperly applied to the purpose of paying the immediate demands of the Circar. I shall be gratified by receiving from your Highness an assurance that the arrangement has been completed in the manner I have suggested.

4. It is with great regret that I find myself compelled to observe that your Highness' general statement of the finances of the Circar contained in your note to the Government Agent dated 3rd January last, is confused and unsatisfactory, and that your explanation of the reasons for contracting a large amount of debt is inadequate. These documents exhibit a state of things as contrary to expectation which your Highness held out, as it is conclusive of the hopes in which the Government indulged, when your Highness entered upon the responsible office of administrator of the Nabob's affairs during His Highness' minority. Instead of having made reductions in the Circar's annual expenses to the extent of Rupees 4,03,355, as proposed in your plan dated the 6th December 1825, your Highness has since that period contracted debts to the amount of Rupees 5,91,810, a debt which fourth of your promised savings, if carried into effect, would have rendered it unnecessary to incur. If these savings were not made no sufficient reason is given.

5. Relying, however, upon the solemn profession of a more prudent and economical management of His Highness the Nabob's affairs for the future, which your Highness has made to me through the Government Agent, I shall refrain from (not clearly legible, but the meaning evidently characterizing as it deserves) the deviation from your promises, into which the statements under review, prove your Highness to have been led. But I hope to observe a marked amendment in your Highness' future measures, for it would be very painful to me, to find your Highness' arrangements, such as to require further interference on the part of the Government.

6. With this view it will be absolutely necessary that your Highness should apply what remains, of the fifth of the Carnatic revenues, for the past year, and as much as may be required of the next, to the liquidation of the existing debts, that your Highness should on no account contract a fresh debt without the concurrence of the Government Agent, as solemnly promised by you to Sir T. Munro, and, further, that you should furnish to the Government for the information of Government, detailed annual statements of the Circar.

To the Government dated June 9th 1826, in reply to one from Government His Highness commends to His Highness the Government.

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7. These observations apply to the debts and expenses of Her Highness the Bhow Begum, which appear of an unnecessary magnitude, and should Her Highness' future expenses exceed her income, it will be proof that statements similar to those of the Circar receipts and disbursements should be supplied.

8. As the Nabob Begum declines furnishing any statement of her debts, Her Highness should be informed, that *she must not expect any aid from the Government* in liquidating them.

What more?

(Signed) S. R. LUSHINGTON.

(A true copy.)

(Signed) R. CLIVE,

Acting Chief Secretary.

FORT ST. GEORGE,
15TH FEBRUARY 1831.

No. 10.

Substance of a Persian letter from His Highness the Prince Azem Jah Bahador, Naib-i-Mookhtar, to the Right Honorable the Governor, dated 16th Ruzan 1246, or 2nd March 1831.

I have the pleasure to acknowledge the receipt of your Excellency's letter, of the 15th ultimo, relative to the debts of the late Hussain-ool-Moolk and those of the Circar, and to state, that as I would never deviate from the kind and affectionate advice of your Excellency, I will, agreeably to your Excellency's suggestion, and in conformity to the recommendation contained in the Government Agent's note of the 29th November last, repay such amount, from the Nabob's one-fifth share of the Carnatic revenues for the last year, as has been paid from the one-half of the pension continued to Hussain-ool-Moolk-i-Hal in liquidating his father's debts, which was contracted through the Circar in order that this amount, may be distributed among all the creditors of the late Hussain-ool-Moolk, and communicate the same to your Excellency, as soon as it is paid.

2. But with regard to the liquidation of the Nabob's present debts, from the balance of the one-fifth share of the Carnatic revenues, for the last year, with as much as may be requisite of the present year, as suggested in your Excellency's letter, I beg to observe that though it is really my wish to have these debts at once liquidated, yet, from an apprehension that in case of drawing as an advance from the Honorable Company's treasury the requisite sum from the one-fifth of the present year for completing the liquidation of the Nabob's debts, a great inconvenience will surely be occasioned in the usual expenses of the Circar which are to be defrayed from the balance of the one-fifth of the present year, in addition to the public disgrace which will be thrown upon Her Highness the Nabob Begum, who has been the Lady of one of the faithful Allies of the Honorable Company, if her own debts be at once overlooked, I beg to request your Excellency will be pleased to allow me to liquidate the Nabob's debts by the end of the next year, during which period I make a solemn promise to discharge all the present debts of the Nabob from the balances of the one-fifth shares of the Carnatic revenues, for the last, present, and next year, and refrain positively from contracting any fresh debts without the concurrence of the Government Agent.

3. I am, however, confident, that, with such arrangements, my future conduct of managing the affairs of the Nabob will be satisfactorily approved by your Excellency, yet it is deemed necessary, that I should make the following observations, for the favorable consideration of your Excellency. That the monthly usual expenses of the Circar during the life time of the late Nabob, my eldest brother, greatly exceeded the monthly incomes received by him, while, on the contrary, during my administration, I have reduced them to the compass of the monthly incomes with all possible and reasonable reductions, effected with the greatest difficulty. It is, therefore, impracticable now, to make any further reductions, with the continuation of the necessary state of the Nabob's establishment, and as there is no other remedy, for defraying, unavoidable contingent charges of the Circar (the amount of which cannot be defined) than to contract debts with interest payable from the

balance of the one-fifth, I hope a sum of four thousand Pagodas will be added* from the balance of the one-fifth of the Nabob to the amount of 16,000 Pagodas which is now monthly paid to the Nabob from the general treasury, which will at once save as well the interest that will accrue on debts which may be contracted for defraying the abovementioned unavoidable contingent charges of the Circar, as the inconvenience which will always

* This was done as requested, and 20,000 Pagodas, or £ 7,000, has ever since been paid regularly every month from the Government treasury to that of the Nabob, besides the balance of the Punjum Hissa, or one-fifth, at the end of the year.

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be experienced both by His Highness, and by the Government Agent, in taking his opinion on the same.

4. Although Her Highness the Nabob Begum declined to furnish a statement of her debts, merely from a fear of disappointment, and not from any obstinacy, yet, as she has been long respected, and uniformly acknowledged, from the administration of her husband to that of her son,

* £ 20,600.

+ £ 14,400 a year.

† or £ 35,000 a year.

the late Nabobs of the Carnatic, as to be justly entitled to receive annually, a sum of Rupees 2,06,000* from the balance of the one-fifth of the Carnatic revenues, in addition to her monthly allowance of 12,000 Rupees,† which altogether amounted to 3,50,000 Rupees annually,‡ as will appear from the statement sent to the Government Agent by the late Nabob, Auzcem Jah, under date the 27th August 1819; I therefore hope your Excellency will be pleased, to allow me to pay to her annually, such sum as I could reasonably afford, from the one-fifth of the Carnatic revenues, in addition to her monthly allowance, as already stated in my letter to your Excellency, dated 28th January 1828, for the annual expenses of Her Highness and her daughter, who receives nothing now from the monthly allowance of the Nabob, as she did separately in former times, and also to pay to Her Highness the Bhow Begum a reasonable sum annually in addition to her

monthly allowances of 3,000 Rupees,§ which, in consideration of her rank and dignity, is indeed very inadequate.

5. Having thus made all the necessary statements, I have now the honor to state the primary object which I have had in view, from my first appointment as Naib-i-Mookhtar, and to assure which to your Excellency, I do hereby make a solemn promise, that I shall, by observing all the particulars hereinbefore stated, and by discharging ALL the PRESENT debts of the Circar, by the end of the NEXT year, from the balance of the one-fifths of the last, present and next years, save positively from the year 1833 a sum not less than 1,00,000 Rupees, but more if possible, in the Nabob's treasury.

6. Under this solemn promise, and from the consideration of the honor, and dignity, which the Government have been pleased to confer upon me, by nominating me as Naib-i-Mookhtar, and also as the contraction of the debts, has been the principal cause of requiring the accounts of the the Circar, and of Her Highness the Bhow Begum, to abstain from which, I have already given my solemn promise, to the full satisfaction of your Excellency, I have every reason to indulge a strong hope that your Excellency will be pleased to consider the requisition of the said accounts, as unnecessary, since they were not hitherto furnished, either at the time of Sir Thomas Munro, or in the administration of your Excellency, and it will indeed be considered as a matter of a great disgrace to me, among the people at large, if I now be compelled to furnish the same. And it was for the same reason only, that when the Government offered me to accept the situation of Naib-i-Mookhtar, I openly communicated to Sir Thomas Munro, through Colonel Taylor, that I could not give any accounts of the Circar, which is hitherto accordingly conceded.

7. With reference to the plan of reductions, forwarded to the Government Agent on the 6th December 1825, I beg to inform your Excellency that I endeavoured to adhere to it, as much as possible, for about a year, but in consequence of its being too circumscribed, and also from its tending to bring the Circar into disrepute, it could not properly be succeeded.

8. Owing to this circumstance, as well as from magnitude of the instalments of 3,50,000 paid annually for the debts, which were due to the Government, the advantage of the then proposed arrangement, has not been fully discoverable.

What can I write more.

No. 11.

TO HIS HIGHNESS THE PRINCE AZEEM JAH BAHADOOR,

Naib-i-Mookhtar of the Nabob of the Carnatic, &c., &c., &c.

The assurances of future economy, and attention to His Highness the Nabob's interests, contained in your Highness' letter of the 2nd March last, gave me great satisfaction, and although there were parts of that communication, which tended to alloy those feelings of gratification, with some portion of disappointment I feel persuaded, that more mature reflection will have removed from your Highness' mind the objections you then entertained, to the suggestions contained in my

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address to you, and have convinced you, of the mutual advantage which accrued to your Highness, to the Government, and to the Nabob, from carrying the measure I have proposed into effect.

2. Your Highness is so properly impressed with the sacred nature of the trust reposed on you in administering the affairs of the Nabob during his minority, that I need not dwell upon that point; but, I think it necessary to remind your Highness, that the Company's Government have an equally solemn duty to discharge towards His Highness the Nabob, of which they cannot divest themselves. The due performance of this duty requires that they should be minutely acquainted with all that regards His Highness' concerns, and this knowledge they can only obtain by being admitted into your Highness' unreserved confidence, of which a faithful copy of the detailed accounts of the Circar receipts and disbursements will be an honorable and substantial proof. I trust your Highness will therefore perceive, that in requiring the transmission of those accounts to the Government, through the Government Agent, I do no more than the strict execution of my duty towards the Nabob's demands.

3. Since the date of your Highness' reply, orders have been received from the "Honorable the Court of Directors, objecting to the advances formerly made to your Highness, and prohibiting any advances in future, "except in cases in which they may be of signal service to the family, without tending to confirm them in their habits of lavish, and thoughtless expense," and even such advances are not to be made without a previous enquiry into the state of His Highness' treasury."

4. Viewing your Highness' proposition to increase the monthly instalments payable to the Circar, from (16,000) sixteen thousand to (20,000) twenty thousand Pagodas, as a case not repugnant to the spirit of the Honorable Court's order, I am disposed to concede this point to your Highness' wishes; but, in compliance with the remaining part of the Court's instructions, as well as with my former requisition, I must first receive from your Highness an assurance that the yearly accounts there called for shall be regularly furnished.

5. In the same spirit of conciliation and good will towards your Highness, I am willing to consent that the liquidation of the Circar debts shall be postponed until the end of the ensuing year, but I expect that your Highness will then amply redeem the solemn pledge which you have given for the complete adjustment of these debts, as well as to abstain from contracting fresh ones, and that you will persevere in those measures of prudent economy, by which alone you will be able to perform your promise of effecting an annual saving to the amount of a lac of Rupees after that period.

6. It is far from my desire to curtail the allowances of their Highnesses the Bhow Begum, and the Nabob Begum, to a point which would bring degradation upon those illustrious ladies, but I must impress upon your Highness the necessity of reducing their Highness' allowances, to the most moderate scale possible, and of checking that propensity to lavish expenditure, which has already involved both ladies in debt and embarrassment. I must, however, repeat, that an explicit communication of the real state of their Highness' pecuniary affairs is an indispensable preliminary to any assistance from the Government, in extricating them from their difficulties.

What more?

(Signed) S. R. LUSHINGTON.

Fort St. George,)
4TH NOVEMBER 1831.)

(A True copy.)

(Signed) H. CHAMIER,

Chief Secretary.

No. 12.

Substance of a Persian letter from His Highness the Prince Azem Jah Bahadour, the Naib-i-Mookhtar to the Right Honorable the Governor, dated 15th Jamadessany 1247 of Hijry, or 21st November 1831.

I have the honor to acknowledge the receipt of your Excellency's favour of the 4th instant, in reply to my address of the 2nd March last, and to state, that while I feel the most inexpressible gratification, from your Excellency's kindly acceding to the several parts of my said address, for which I was long but hopefully waiting, I cannot but regret to find that after my having given every possible assurance of my future conduct as to the economy and attention to His Highness the Nabob's

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interests with a solemn promise not to deviate from it under any circumstance whatever, a doubt is still entertained by your Excellency on that head. This I cannot attribute to any other cause, than to a want of experience, on my part, which had unfortunately led me to submit to Government, in 1825, a disproportionate and inadequate sketch of the annual receipts and disbursements of the Circar, without having first duly weighed, and taken into mature consideration, the consequence thereof, which at last exposed me to embarrassment, and obliged me to contract certain debts (for which I am extremely sorry), to cover the unavoidable and contingent charges of the Nabob's establishment, which were, however, incurred, from a persuasion that they could be liquidated only, from the one-fifths of the Circar, without obtaining any further advances from Government.

2. I beg leave to take this opportunity to assure your Excellency, that this act of mine (though inadvertently committed) was indifferently considered by me, since I was totally ignorant of such objection to it, as the Government now appear to make; and had I been aware of it, I would surely have been as cautious as I am now, and as I intend to be, in future.

3. With reference to my sacred assurance contained in my said letter of the 2nd March last, which will ever bind me to conform to it, and also in conformity to a saying which signifies that "He who has a clear account, will not fear to deliver it," I would not hesitate in transmitting the annual accounts of the Circar, but I beg your Excellency's permission to state my heartfelt desire, for your kind and affectionate consideration as follows.

4. As the primary object of requiring the transmission of the Circar accounts, in opposition to the maumool,* and without any suggestion being made to that effect at the time of conferring upon me the high situation of Naib-i-Mookhtar appears to be, that I failed in my former promise (which I admit, in so far as already stated), and that I might again do the same if the accounts in question be not required now, I entertain a strong hope that your Excellency, from a kind attention towards me, and also in conformity to the established customs of the dignified and benevolent rulers, will be graciously pleased to make only a second trial of my future conduct, in adhering to the promises contained in my said letter, and then should your Excellency, (which God forbid) find me in any way deviating from my sacred promise as stated in my letter heretofore mentioned, I will submit and agree to whatever arrangement your Excellency may deem it necessary to make, for the interest of the young Nabob, for the requisition of the accounts in question, or my first failure will surely bring a great degradation upon me. This I have every reason to hope, your Excellency will not like to expose me to.

5. Should the dispensing with the transmission of the accounts to Government, be, with the proposed increase of 4,000 Pagodas to the monthly instalment of 16,000 Pagodas, construed in any way repugnant to the orders of the Honorable the Court of Directors, I think that there will be no necessity of requiring such increase, as it was required merely for the purpose of refraining from contracting new debts, to defray the unavoidable and contingent charges of the Circar, for I will in addition to the one lac of Rupees which I have given my assurance to collect every year from 1833, be able to save also annually after the receipt of the balance of the one-fifth in the Circar treasury, a certain reasonable sum to pay all the charges of that year, in the same manner as I have done this year.

6. I further take this opportunity to assure your Excellency, that since transmitting to the Government Agent, the list of the Circar debts, on the 3rd January last, there was not a single Rupee borrowed on the part of the Circar, and that after discharging part of the sum stated in the list, from the one-fifth lastly received, there is no other sum now due, by the Circar, than what remains unpaid, together with accruing interest.

7. In regard to the last paragraph of your Excellency's said letter, I beg to state that I see no possibility of curtailing the monthly allowances, of their Highness' Nabob Begum, and Bhow Begum, for they now can hardly manage their monthly expenses with present income, while for their annual unavoidable and contingent charges, they are involved in debts, and which they cannot defray unless they are assisted from the Circar treasury. But I have, however, communicated to them your Excellency's sentiment therein expressed, and will never fail in endeavouring as much as possible, to prevail upon them to adhere thereto.

What can I write more?

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No. 13.

TO HIS HIGHNESS THE PRINCE AZEEM JAH BAHADOOR,

Naib-i-Mookhtar of the Nabob of the Carnatic, &c., &c., &c.

I have received and attentively considered your Highness' letters of the 21st November and 12th December last.

2. It is my sincere desire, at all times, to comply with your Highness' wishes, and although I feel, that a free communication of the accounts of the receipts and disbursements of the Circar, as an honorable proof of an unreserved and proper confidence in your Highness' friend, is not more than I ought to expect, or than you can with propriety consent to, I shall not (in deference to the strong feeling which you have expressed on the subject) insist on this as the condition of the advance, for the present, of 4,000 Pagodas per mensem, from the Nabob's one-fifth share, in addition to the sum of 16,000 Pagodas now paid monthly to His Highness from the General Treasury, but will rely on your Highness' renewed assurances, of the strictest attention to economy and to the interests of His Highness the Nabob. The best proof that your Highness can afford of such attention, will be the punctual payment into the general treasury, or the investment in Government Securities, in the Nabob's name, of at least 1,00,000 Rupees per annum, of clear saving, from the close of the present year, when your Highness has engaged that all present Circar debts, shall be discharged.

3. As regards the request of Her Highness the Nabob Begum, that the grant of a sum of 2,06,000 Rupees, which she is stated to have received from the balance of the Nabob's one-fifth share, until the death of the late Nabob Azeem Jah, may be revived, I must remind your Highness, that in the execution of the sacred trust which has devolved upon your Highness, and the British Government, in consequence of the minority of the Nabob, we are not at liberty to recur to disbursements, which have long since ceased, and of the propriety of renewing which, when they have once been discontinued, not your Highness and the Government, but the Nabob, when he shall attain the age of maturity, must judge. For the same reason which has been assigned to your Highness for postponing the preparation of new grants for the Circar property at the Presidency, viz., the extent to which the interests of the Nabob are involved, I feel that the application of the Nabob Begum cannot with propriety be complied with and I request that your Highness, in communicating this decision to that illustrious lady, will convey to her, the expression of my sincere regret, that in this particular point, I am unable to meet her wishes.

Although the application of Her Highness, the Bhow Begum, is of a more limited description, I yet feel that the absolute necessity which exists for economy in every branch of the Circar disbursements, precludes me from assenting to any payments to her, which have not hitherto been authorized; and Her Highness, equally with the Nabob Begum, will, I am satisfied, on reflection, appreciate the motive of this proceeding, and recognize in it the intense interest in the Nabob's welfare which never fails to influence me, in all matters in which it is concerned or can be promoted.

(Signed) S. R. LUSHINGTON.

FORT SAINT GEORGE, 19TH MARCH 1832.

(A True Copy.)

(Signed) H. CHAMIER,
Chief Secretary.

No. 14.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahadoor, Naib-i-Mookhtar, to the Right Honorable the Governor, dated 23rd Shaban 1249 Hijery, or 4th January 1834.

I have the honor to acknowledge the receipt of your Excellency's letter of the 1st of Shaban 1249, or 13th December 1833, with the statement of the Carnatic revenues, and the account current, between the Honorable Company and the Nabob of the Carnatic, for the year of Fusly 1242, and to inform your Excellency, that the balance therein stated, being Rupees 1,01,764-1-6, which

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was due to the Nabob, has been received by me from the General Treasury, for which I feel myself extremely obliged to your Excellency.

I further have the honor to forward, as usual, a letter on the subject, for the Right Honorable the Governor General of India, with copy thereof for your information, and which I hope your Excellency will be pleased to transmit to Calcutta.

I have the pleasure to state for the information of your Excellency, that by the grace of God, and notwithstanding the considerable diminution in the one-fifth share of the Nabob, from the dearth experienced in last year I have this year saved, as promised, in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.

What can I write more?

No. 15.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahauder, Naib-i-Mookhtar, to His Excellency, the Honorable Lieutenant General Sir Robert W. O'Callaghan, President in Council of Fort Saint George, dated 11th Shawal 1250, or 10th February 1835.

I have the honor to acknowledge the receipt of your Excellency's letter of the 13th January 1835, with the statement of the Carnatic revenues, and the account current between the Honorable Company, and the Nabob of the Carnatic, for the year of Fusly 1243, and to inform your Excellency, that the balance therein stated, being Rupees 2,67,594-4-10, which was due to the Nabob, has been received by me from the General Treasury, for which I feel myself extremely obliged to your Excellency.

I further have the honor to forward, as usual, a letter on the subject for the Right Honorable the Governor General of India, with copy thereof, for your information, and which I hope your Excellency will be pleased to transmit to Calcutta.

I have the pleasure to state, for your information, that by the grace of God, I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.

What can I write more?

No. 16.

Substance of a Persian letter, from His Highness the Prince Azeem Jah Bahadoor, Naib-i-Mookhtar, to the Honorable President in Council of Fort St. George, dated 28th Rumzan 1251 Hijereee, or 18th January 1836.

I have the honor to acknowledge the receipt of a letter of the 22nd December 1835, with the statement of the Carnatic revenues, and the account current between the Honorable Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1244, and to inform you that the balance therein stated, being Rs. 2,14,745-6-8½, which was due to the Nabob, has been received by me from the General Treasury, for which I feel myself extremely obliged to Government.

I further have the honor to forward, as usual, a letter on the subject, for the Honorable the Governor General of India, with copy thereof for Government's information, and which, I hope, you will be pleased, to transmit to Calcutta.

I have the pleasure to state, for Government's information, that, by the grace of God, I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.

What can I write more?

No. 17.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahadoor, Naib-i-Mookhtar, to the Right Honorable the Governor of Fort St. George, dated 9th Rumzan 1252 Hijereee, or 18th December 1836.

I have the honor to acknowledge the receipt of your Excellency's letter of the 13th instant, with the statement of the Carnatic revenues, and the account current between the Honorable

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Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1245, and to inform your Excellency that the balance therein stated, being 2,64,094-4-10, which was due to the Nabob, has been received by me, from the General Treasury, for which I feel myself extremely obliged to your Excellency.

I further have the honor to forward, as usual, a letter on the subject, for the Right Honorable the Governor General of India, with copy thereof for your Excellency's information, and which, I hope, you will be pleased to transmit to Calcutta.

I have the pleasure to state, for your Excellency's information, that by the grace of God, *I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.*

What can I write more?

No. 18.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahadoor, Naib-i-Mookhtar, to the Right Honorable the Governor of Fort Saint George, dated 17 Rumzan 1253 Hijeree, or 16th December 1837.

I have the honor to acknowledge the receipt of your Lordship's letter of the 5th instant, with the statement of the Carnatic revenues, and the account current between the Honorable Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1246, and to inform your Lordship that the balance therein stated, being 2,97,594-4-10, which was due to the Nabob, has been received by me, from the General Treasury, for which I feel myself extremely obliged to your Lordship.

I further have the honor to forward, as usual, a letter on the subject, for the Right Honorable the Governor General of India, with copy thereof, for your Lordship's information, and which I hope your Lordship will be pleased to transmit to Calcutta.

I have the pleasure to state, for your Lordship's information, that by the grace of God, *I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.*

What can I write more?

(True Copy.)

(Signed) EDWARD BALFOUR,

Government Agent.

No. 19.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahadoor, Naib-i-Mookhtar, to the Right Honorable the Governor of Fort Saint George, dated 20th Zilcaud 1254 Hijeree, or 5th February 1839.

I have the honor to acknowledge the receipt of your Lordship's letter of the 7th December last, with the statement of the Carnatic revenues, and the account current between the Honorable Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1247, and to inform your Lordship, that the balance therein stated, being 3,01,094-4-10, which was due to the Nabob, has been received by me, from the General Treasury, for which I feel myself extremely obliged to your Lordship.

I further have the honor to forward, as usual, a letter on the subject for the Right Honorable the Governor General of India, with copy thereof, for your Lordship's information, and which, I hope, your Lordship will be pleased to transmit to Calcutta.

I have the pleasure to state, for your Lordship's information, that by the grace of God, *I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.*

What can I write more?

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No. 20.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahader, Naib-i-Mookhtar, to the Right Honorable the Governor of Fort St. George, dated 12th Shawel 1255 Hijeree, or 19th December 1839.

I have the honor to acknowledge the receipt of your Lordship's letter of the 10th instant, with the statement of the Carnatic revenues, and the account current between the Honorable Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1248, and to inform your Lordship, that the balance therein stated, being Rupees 2,94,094-4-10, which was due to the Nabob, has been received by me, from the General Treasury, for which I feel myself extremely obliged to your Lordship.

I further have the honor to forward, as usual, a letter on the subject, for the Right Honorable the Governor General of India, with copy thereof, for your Lordship's information, and which, I hope, your Lordship will be pleased to transmit to Calcutta.

I have the pleasure to state, for your Lordship's information, that by the grace of God, *I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.*

What can I write more?

No. 21.

Substance of a Persian letter from His Highness the Prince Azeem Jah Bahader, Naib-i-Mookhtar, to the Right Honorable the Governor of Fort St. George, dated 6th Zilhaje 1256 Hijeree, or 30th January 1841.

I have the honor to acknowledge the receipt of your Lordship's letter, of the 22nd December 1840, with the statement of the Carnatic revenues, and the account current between the Honorable Company and His Highness the Nabob of the Carnatic, for the year of Fusly 1249, and to inform your Lordship, that the balance therein stated, being Rupees 2,97,594-4-10, which was due to the Nabob, has been received by me, from the General Treasury, for which I feel myself extremely obliged to your Lordship.

I further have the honor to forward, as usual, a letter on the subject, for the Right Honorable the Governor General of India, with copy thereof, for your Lordship's information, and which, I hope, your Lordship will be pleased to transmit to Calcutta.

I have the pleasure to state, for your Lordship's information, that by the grace of God, *I have this year, also, saved, as promised in my letter to the late Governor, under date the 2nd March 1831, one lac of Rupees, and deposited the same in the Nabob's Treasury.*

What can I write more?

No. 22.

MEMORANDUM.

It is admitted that agreeably to the promise made by His Highness the Prince, a sum of nine lacs of Rupees should have been in the Circar Treasury up to this time; but, it is explained, with extreme regret, that in consequence of certain unavoidable circumstances, the respect due to the Prince's mother, and the confidence improperly placed in Gholam Moortooza Khan and others, the money that was accumulated in the Treasury has been disbursed, *unfortunately*, as follows:—

	Rs.	As.
No. 1. Money paid for repairing Kulus Mahal, which had fallen into ruins, as per bill.....	51,333	7
2. Do. for purchasing valuable furniture for the said Kulus Mahal, as per receipt.....	18,551	0
3. Do. for building a new palace for the use of His Highness the Nabob in the compound of the Shady Mahal, as per receipt...	36,533	41

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4.	Money paid purchasing valuable furnitures for the said new palace, as per receipt.....	38,158	13½
5.	Do. for the pocket expences of His Highness the Nabob at his request as per receipts.....	34,650	0
6.	Do. lent Gholam Moortooza Khan on his two notes of hand.....	55,120	0
7.	Do. do. on open account.....	1,125	0
8.	Do. do. to Her Highness the Nabob Begum, on her Bond under her seal.....	5,22,096	8
9.	Do. to Amud Doss on his mortgage Bond.....	2,565	2
10.	Do. on account of the Circar traffic recoverable through the Dewan Shurf-ul-Moolk.....	7,220	12
11.	Do. due by the son of the late Teekum Chund, payable from the pay (Rupees 60) drawn by him at 40 Rupees per month.....	2,711	6½
12.	Do. advanced to the Darogah of the Circar garden at Munjacoopum, for repairing the house on the property, to be repaid from the rent of the house and proceeds of the garden.....	800	0
13.	Do. embezzled from the Circar Treasury by Kishen Row, the late Mooshriff.....	1,625	0
14.	Do. remaining at the Treasury.....	1,27,509	10½
Total Rupees.....		9,00,000	0

Seal of Prince
Azem Jah.

25th August 1842.

Copied from the records of the Government Agent at Chepauk.

(Signed) M. J. ROWLANDSON,
Government Agent.

No. 23.

His Highness the Nawaub of the Carnatic, &c., &c., &c., presents his compliments to the Government Agent, and, in acknowledging the receipt of his letter of the 17th January 1855, giving cover to Extract from Minutes of Consultation, dated 3rd idem (herewith returned) is pleased to observe that, having attentively perused the petition of Toork Mulla Kishen Row, is of opinion that the petitioner's claims cannot be established on any possible legal grounds against the Circar.

* Minutes of Consultation, 3rd February 1826.
Letter from the Right Honorable the Governor in Council, to the Naib-i-Mookhtar 23rd November 1827.
Do. do. 15th February 1831.
Do. do. 4th Novr. 1831.
Do. do. 19th March 1832.
Letter from Naib-i-Mookhtar, to the Right Honorable the Governor in Council, 26th January 1828.
Do. do. 2nd March 1831.
Do. do. 21st Novr. 1832.
Do. do. to the Govt. Agent 9th Feb. 1826.
Do. do. 31st October 1827.
Do. do. 3d January 1831.
Letter from the Chief Secretary to the Government Agent 21st September 1858.

obligations, the Naib-i-Mookhtar contracted debts during his regency of many lacs of Rupees, unknown to Government; on the discovery of which the Honorable the Court of Directors expressed severe displeasure, as shown in the 8th para of their general letter of the 12th April 1854, copy of which is annexed, and the Naib-i-Mookhtar, in his letter to the Government Agent dated 27th December 1854, agreed to take upon himself the discharge of the same. The present claim is included in those debts.

2. During His Highness' minority Government assumed charge of his affairs, and appointed Azem Jah Bahadoor Naib-i-Mookhtar, and (with a view to protect the interests of His Highness when very young) entered into agreements with him not to contract debts of any kind, as it was their wish to deliver up the estate to His Highness free from all embarrassments and debts, as shewn by the various letters named in the margin.*

3. Utterly unmindful, however, of these obligations, the Naib-i-Mookhtar contracted debts during his regency of many lacs of Rupees, unknown to Government; on the discovery of which the Honorable the Court of Directors expressed severe displeasure, as shown in the 8th para of their general letter of the 12th April 1854, copy of which is annexed, and the Naib-i-Mookhtar, in his letter to the Government Agent dated 27th December 1854, agreed to take upon himself the discharge of the same. The present claim is included in those debts.

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4. The documents furnished to the Sowcars at the time of contracting the debts in question were issued, by order of the Naib-i-Mookhtar, under the signature of the Circar officers, who were under his control, to enable him to obtain credit. The documents are of four kinds, the forms of which, and their translations, are herewith forwarded, marked 1, 2, 3, and 4. It should be remarked, that the Naib-i-Mookhtar, kept separate records of the debts contracted according to the two last mentioned forms, designating them the records of Azem Jah Bahadoor's receipts and disbursements; but those embraced in the forms No. 1 and 2, he improperly placed to the Circar accounts, without the sanction of Government; and at the subsequent period, when he delivered over charge of the Durbar, withdrew the debts of form No. 1 from the Circar accounts, by giving a document under his own signature, leaving still chargeable to the Circar the debts according to form No. 2; which, with the addition of several claims unsupported by any document, he increased to the enormous sum of five lacs of Rupees, and demanded payment from the Circar.

5. Although, as will be seen from the above statement, no just claim of these debts exists against His Highness, yet, at the Naib-i-Mookhtar's urgent request, and with the view to relieve the Circar from his claim, His Highness undertook the payment of the five lacs of Rupees, by twenty annual instalments, and stated the same in his letter to the Right Honorable the Governor in Council, dated 20th April 1853, also in his letter to the Government Agent, dated 5th August 1854. It will be perceived that this is a voluntary undertaking; for the five lacs were neither spent by His Highness, nor applied to the purposes of the Circar.

6. It may be further remarked, that in undertaking the payment of the five lacs (in which about Rupees twenty-four thousand one hundred and seventy-five, from the claims specified, in the petitioner's own statement, submitted to Government, was also included), the members of the Istafah cutcherry were not authorized to pay any interest on the above five lacs, owing to the impossibility of paying the interest, which may exceed the principal, so that a number of the Sowcars have given their consent to the above arrangement.

7. The amount, Rupees twenty-four thousand one hundred and seventy-five, was acknowledged by two bonds, granted to the younger Taruk Mulla Ram Row, and Goondoo Mulla Venket Row, and the holders, or probable purchasers, have received from the Istafah cutcherry, the dividend for the past and current year.

8. Referring to the debts contracted by the late Regent, His Highness may be permitted to observe, that seeing no reasonable grounds for saddling His Highness with any liability on their account, the Honorable the Court of Directors conveyed their sentiments to the Naib-i-Mookhtar on the subject, as shown in the 8th para. of their general letter, dated 12th April 1854, and the Naib-i-Mookhtar has, for the same reason, appropriated a moiety of his allowance, and established a cutcherry, for the purpose of gradually liquidating the same, composed of the most respectable officers of the Circar; His Highness is, therefore, at a loss to discover any reasonable grounds on which the petitioner can establish any claim against the Circar, nor does His Highness conceive it at all equitable, that he should be called upon to pay debts neither contracted by himself nor applied to the Durbar affairs.

9. Under these circumstances, His Highness may reasonably hope that the Right Honorable the Governor in Council will be pleased to refer the petitioner to the cutcherry established for the liquidation of Azem Jah Bahadoor's debts, where the claims of the other creditors of this class are in process of liquidation.

CHEPAUK PALACE, 17th March 1855.

(Signed) MAHMOOD ALLY,
Secretary to H. H. the Nabob.

TRANSLATION.

From His Highness the Nawab of the Carnatic, dated 4th Shaban 1240 Hijree, corresponding with 25th March 1825.

From the time of your arrival at Madras in the exalted situation of Governor, all my affairs have, through your kindness, been transacted without the slightest difficulty, and still are so, and I am still entirely dependant on your aid for the accomplishment of all my desires; wherefore I feel constrained to intrude upon your attention this representation, in order that the object of my wishes may be attained without difficulty.

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I am at this time in the greatest distress and anxiety in consequence of my inability to discharge debts which were incurred in the time of my late father on account of marriages, &c., and also have been incurred since my accession to the musnud on account of the expences of the ceremonial on that occasion, my journey to Nagore, the celebration of the second marriage of my brother, Nawab Azeem-Jah-Bahadoor, the birth of children, the late scarcity, and other charges indispensable to a Mooslim Prince, which I have been necessitated to defray. It has been my wish to discharge the whole of this debt, but this has been and still is impracticable, by reason of the heavy burden of the interest, and other necessary expences. I therefore make this application to you in the hope that you will have the goodness to advance to me from the Treasury of the Honorable Company, on account of my fifth share, the sum of twelve lacs of Rupees, which will be regarded by me as an act of the greatest kindness, and will by the divine favor enable me at once to discharge the whole amount of my debt, in which is included that of my mother, the payment of which is obligatory upon me, as well disbursements on account of men and women incumbent on the head of the Carnatic, belonged to the province of my late father and my mother, and are now requisite on my part and upon hers.

You may feel assured that after having been relieved from our present difficulties, no fresh debt will hereafter be incurred, either by my mother or myself; indeed, it is my wish, after discharging my debt to the Government, to lay by a sum yearly to meet occasional charges, in order that no difficulty may be experienced in transacting my affairs from the want of funds in my Treasury.

If a deduction annually of two lacs of Rupees from my fifth share be made in liquidation of the amount which I require, I shall consider it as the greatest favor, and shall be enabled to defray my necessary expences out of the remainder, but should this instalment not be approved, and four lacs of Rupees be deducted annually from my fifth share, in payment of this sum of twelve lacs, although the arrangement would subject me to great privation and difficulty, yet, with a view to prevent the further accumulation of interest, and from my intense desire to discharge the debt in question, I would make no objection to it.

The accomplishment of my desire during your administration will redound to your reputation and increase my debt of gratitude to you.

(A true translation,)

(Signed) H. HUDLESTON,

Persian Translator to Government.

POLITICAL DEPARTMENT.

TO THE CHIEF SECRETARY TO GOVERNMENT,

Fort Saint George.

SIR,

I have the honor to forward to you a Khureetah from His Highness the Prince Azeem Jah Bahader, Naib-i-Mookhtar, to the address of the Honorable the Governor, relative to the adjustment of the debts of the Nawab of the Carnatic.

Discharge rolls, both in English and Persian, under the Prince's seal and signature, accompany the above letter.

I have, &c.,

(Signed) H. G. A. TAYLOR,

Officiating Government Agent.

Fort Saint George, 24th July 1826.

Translation of a Persian letter from His Highness the Prince Azeem Jah Bahader, Naib-i-Mookhtar, to the Honorable the Governor, dated 14th Zilhujee or 20th July 1826.

Under the blessing of Providence, through the unbounded benevolence and sincere regard of your Excellency, the whole of the debts of the late Nabob of the Carnatic have been easily liquidated, leaving no sort of debt due from this Circar. God be praised that in the time of your Government the great embarrassment which had so long been sustained has been easily removed. My most cordial thanks are due to your Excellency for relieving me from so heavy a burden, and Colonel Taylor, the Officiating Government Agent, has in this affair and in all others, exerted him-

*Proceedings of the Madras Government, Political Department,
from 10th to 16th September 1859.*

self with so much zeal, that I am particularly obliged to you for your kindness in having selected so well disposed an agent.

Agreeably to your Excellency's wishes, a list of payments to the respective creditors, with their names, with the amount paid to each (being altogether Rupees 17,49,226-5½) has been herewith transmitted through the Officiating Government Agent, bearing my seal and signature.

But as it will take up some time to assemble all the creditors again for the purpose of taking their signatures to the abovesaid list, I have only affixed my own seal and signature, because receipts and acquittances with the signatures of all the creditors have been taken and entered in the Durbar; yet, should your Excellency think it necessary that it should bear the signatures of all the creditors, order it, so that they may be obtained accordingly.

The amount of this statement exceeds that of the statement of the debts which was transmitted on the 27th December last, in which the account of the debts is brought down to the 30th November last, in consequence of the addition of interest, &c. The reason for which is, that as the Government Promissory Notes issued for the payment of the debts bore interest from the 1st of January 1825, interest on the debts of those who have received the said notes was paid up to the end of December, that those creditors to whom ready cash was paid received interest from this Circar to the end of February last, and that other losses have also been sustained which are explained in the roll.

Besides this, in some other instances a small difference of charges between the former statement (and this) has taken place in the due discharge of the whole of the debt.

(A true Translation.)

(Signed) E. BANNERMAN,

*Acting Deputy Persian
Translator.*

TO THE OFFICIATING GOVERNMENT AGENT AT CHEPAUK.

SIR,

I am directed to acknowledge the receipt of your letter of the 24th ultimo, with its several enclosures, and to state that the Honorable the Governor in Council has been much pleased to learn that the projected arrangement for the discharge of the Nabob's debts has been so satisfactorily executed. As it is fully agreed and understood, that no debt whatever is henceforward to be contracted on the part of His Highness, or any member of his household, and as it is of consequence that the Officers of Government should have immediate means of proving that the claims of all the late creditors have been discharged, in case any of them should again be fraudulently preferred hereafter, the Governor in Council desires that you will procure an acquittance roll, bearing each creditor's signature, from His Highness the Naib-i-Mookhtar, with this in your possession, it will not be necessary for you to give His Highness any further trouble, for the purpose of setting aside such further claims.

I have, &c.

(Signed) D. HILL,

Chief Secretary.

FORT ST. GEORGE, 4th August 1826.

No. 5.

ORDER THEREON, 12th September 1859, No. 535.

From His Highness the Nawab of the Carnatic, 25th March 1825.

From the Officiating Government Agent at Chepauc, dated 24th July 1826, with an Enclosure being letter from His Highness Prince Azeem Jah, dated 20th July 1826.

To the Officiating Government Agent at Chepauc, 4th August 1826.

Resolved that the above letters and their accompaniments with the other letters as per margin, referred to in Mr. Smyth's second letter, be printed and copies forwarded to the Member for Madras of the Legislative Council, and to the Right Honorable the Secretary of State for India.

2. The Government have to express to their Advocate General the high sense which they entertain of the great labor and care which he has bestowed upon this subject, at a period when his time was fully occupied with his many important duties.

(Signed) T. PYCROFT,

Chief Secretary.

of any other instance in which the Judges have felt themselves at liberty to sit in judgment on the Legislature, to the extent that the Court have done in this case.

6.

As a general principle, there is no question that *ex-post-facto* legislation is highly objectionable, and so far the Judges' remarks must be admitted to be correct — but the Court seems to me not to have sufficiently considered the particular circumstances which called for and justified the passing of this particular Act, and which I shall here shortly recapitulate in case Government should wish to submit them for the consideration of Her Majesty's Secretary of State for India, in case the subject should be discussed in Parliament.

7. These circumstances are fully set forth in paras 15 to 24 of my letter to Government of the 30th May last, of which paragraphs I now annex a copy, specifying in the margin the official Documents upon which I founded the statements I then made, and which I submit, will be found fully to bear out the views I then expressed.

8. They are shortly as follows.
In 1825 the Government of Madras appointed
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Prince Azem Jah to be Naib-i-Mookhtar during his nephew's minority, imposing on him certain conditions. The chief of these were the necessity for economy, for discharging existing debts, for avoiding to contract fresh ones, and for laying by a fund to meet the extraordinary expenses of the young Nabob on his ascending the Musnud. The Naib-i-Mookhtar promised all these things, expressly and repeatedly, and to assist him Government lent him $13\frac{1}{2}$ Lakhs of rupees, @ 5 per cent, $4\frac{1}{2}$ without any interest, and ordered him to inform all money lenders that no future debts would be acknowledged as binding on the Nabob, or would be liquidated from his income.

9. The Naib-i-Mookhtar in reply assured Government he had given this notice - that he would never contract any fresh debt without the consent of Government - that there was no occasion for him to do so as his income was ample; so much so, that he was able to lay by, and was laying by, One Lakh of Rupees a year for the expenses of the Nabob's Majority.

10. In August 1842 the Nabob attained his majority, but, instead of the expected fund, found his Treasury empty, and

Political Department.

Proceedings of the Madras Government.

Read the following letters, &c.
from the Advocate General.
(Here enter 20th Aug^r & 1st Sept^r 59)

Order thereon 12th September 1859, No 535.

From N N the Nawab of the Carnatic - 25 March 1825
From the Officiating Govt. at Chepauk - dated 26th July 1826 with an Enobment being letter from N N Prince Azem Sah dated 20th July 1826
To the Offg. Agent at Chepauk 4th Aug^r 1826.

[Signature]

[Signature]

Resolved that the above letters and their accompaniments with the other letters as per margin referred to in Mr. Sneyth's second letter, be printed and copies forwarded to the Member for Madras of the Legislative Council and the Right Honorable the Secretary of State for India.

2. - The Government have to express to their Advocate General the high sense which they entertain of the great labor, and care which he has bestowed upon this subject, at a period when his time was fully occupied with his

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Proc of the 115th Mass
Collected 1859 Dehusser

No 535

Dec 28 to Aug 13th C. L.
Dec 28 of 1859 -
with his 6th & 7th
St. L. for his 8th & 9th
Dec 3rd of 1859

Proceedings of the 115th

of 115th of 1859

of 115th of 1859

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