

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No.	309	Press ~~Mis.~~
Dated	12 - 5 - 1860	

Not to be folded or roughly handled

1-7-134

*Proceedings of the Madras Government, Political Department,
for the month of May 1860.*

Read the following papers :

No. 9. From T. VENCATAKISTNA RAU, to T. PYCROFT, Esq., Chief Secretary to Government of Fort Saint George, dated 18th April 1860.

I have the honor to enclose my Petition to the address of the Government of Fort Saint George, and to request that you will be pleased to lay the same before and to favor me with the reply of the Government.

TO THE GOVERNMENT OF FORT SAINT GEORGE,

ACTING FOR THE SECRETARY OF STATE IN COUNCIL OF INDIA.

The humble Petition of TADACAMULLA
VENCATAKISTNA RAU.

SHEWETH,

That during the Regency of Prince Azeem Jah Bahadoor he borrowed from Tadacamulla Runga Rau since deceased the late father of your Petitioner and after his death from your Petitioner several sums of money amounting in the whole to Rupees 1,34,200.

That these sums were procured from your Petitioner's said father and from your Petitioner under the representation that they were required for the use of the late Nabob of the Carnatic and that for such sums he Prince Azeem Jah Bahadoor caused Bonds to be executed in favor of your Petitioner's said father and himself by the Dewan and other head servants of His late Highness the Nabob.

That the interest which accrued due on these debts was regularly paid as stipulated for and mentioned in the Bonds until the Regency of Azeem Jah Bahadoor ceased.

That after His late Highness the Nabob attained his age and ascended the throne and Prince Azeem Jah Bahadoor had given up the Regency, your Petitioner demanded from him, (Prince Azeem Jah Bahadoor) the payment of the debts in question, when he was informed by him that the monies were borrowed for the use of the late Nabob and that he was the person who was legally answerable for the same.

That after this, your Petitioner appealed to the late Nabob of the Carnatic regarding his demand, who stated that the monies were not borrowed by him nor by the Regent for his use and that there was no entry in the books or records of the Circar regarding the same and that your Petitioner should recover the same from the party to whom they were lent.

That in consequence of this and of Prince Azeem Jah Bahadoor and the late Nabob being exempted from the process of the Supreme Court, and the Government having declined totally to interfere in the matter and likewise deducting the allowance paid to Prince Azeem Jah Bahadoor for a debt of 5 lacs of Rupees due by him to the Nabob of the Carnatic, your Petitioner was unable to recover his claim.

That subsequently to the year 1854, Prince Azeem Jah Bahadoor addressed a letter to the Nabob of the Carnatic stating that the debts which he, Prince Azeem Jah Bahadoor, had contracted appeared by the records of the Tanukee Cutcherry as well as by his own and that the same should be liquidated out of the allowance paid to him, Prince Azeem Jah Bahadoor, and regarding that he the Nabob of the Carnatic would undertake the settlement of the same by deducting one-half of his allowance both during and after his life-time and the Nabob of the Carnatic accordingly established a Cutcherry called the Istapha Cutcherry and on the 27th January 1855 promulgated a notice that those creditors who should within 6 months from that date establish their demands would have their debts liquidated by the said Istapha Cutcherry.

That the late Nabob of the Carnatic died some time in October 1855, but your Petitioner having pursuant to the notice above alluded to, established his claim continued to receive a small amount monthly up to December 1856 when in consequence of Prince Azeem Jah having discontinued to receive his Stipend or allowance, the Istapha Cutcherry discontinued to make any further payment to your Petitioner.

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That Prince Azeem Jah Bahadoor having in his letter abovementioned agreed that his debt should be paid up by deducting half his salary during and after his life-time, your Petitioner and several other creditors on the 27th January 1858 petitioned Doctor Balfour the Government Agent regarding the matter, but he totally disregarded the same.

That your Petitioner subsequently filed his declarations and particulars of claim in the Supreme Court on the 13th October 1858 under Act XXX of 1858.

That the advice of Counsel was sought as to the proofs to be adduced on behalf of you. Petitioner in support of his claim when he advised that Prince Azeem Jah Bahadoor should be examined under a Commission, for which purpose a Commission was applied for and issued.

That Prince Azeem Jah Bahadoor was in the month of May 1859 examined under a Commission in the matter of one Sham Doss one of the creditors of the late Nabob and Prince Azeem Jah Bahadoor and in his examination in that matter deposed that the whole of the Tanakee Cutcherry debts were his and that he alone was liable to pay them, and that the Nabob had nothing whatever to do with them and he further wrote a letter to this effect to the Government on the 12th April 1858.

That two letters were written to Prince Azeem Jah Bahadoor by Mr. William Waddell the Solicitor of your Petitioner, that is to say one on the 24th November 1859, and the other on the 20th January 1860, requesting him to appoint a time for the Commissioner to attend and examine him, when he replied that the evidence he could be expected to give would be that which he had given in the matter of Sham Doss and that being sick he could not see the Commissioner.

That none of the Tanakee Cutcherry Bonds in respect of which your Petitioner preferred his claim against the late Nabob under Act XXX of 1858 were acknowledged by the Government to have been debts contracted for the use of the late Nabob but they consented to the payment of only Rupees 21,757-8, being the amount of the two *Cazanah* Bonds and which your Petitioner has since received.

That from the above it is clear that Prince Azeem Jah Bahadoor is liable for the payment of the monies due on the Tanakee Bonds, in liquidation of which your Petitioner has received certain sums of money from the Istapha Cutcherry up to December 1856 and which would have been still continued to be paid to him, had not the Prince declined to receive his allowance.

That Prince Azeem Jah Bahadoor save the arrears of his undrawn allowance has not any estate of his own available for the payment of his debts.

That your Petitioner on the 27th of March last past submitted a case to Thomas Sydney Smyth, Esquire, the Advocate General for his opinion as to whether your Petitioner could commence any and what proceedings against Prince Azeem Jah Bahadoor for the recovery of his claim and seize the arrears of the salary now due to the Prince.

That your Petitioner takes the liberty most respectfully to give cover to a copy of the opinion given by the Advocate General on the case submitted to him for the information of your Government.

That your Petitioner has two points to comment upon in regard to Mr. Advocate General's opinion the first of which is as to its not being likely that the Government will ever as regards those debts, allow him Prince Azeem Jah Bahadoor to be made subject to the jurisdiction of the Supreme Court and the second of which points is that your Petitioner and the other creditors should petition Prince Azeem Jah Bahadoor and eventually the Government and Her Majesty's Secretary of State for India and Parliament.

As to the first point your Petitioner sheweth that Act No. XVIII of 1857 provides that process could be sued forth or prosecuted against the family or relatives of the late Nabob of the Carnatic with the consent of the Governor in Council of Fort Saint George first had and obtained.

After the decease of Syed Oon-nissa Begum the mother of Prince Azeem Jah Bahadoor, he as her son applied for and obtained Letters of Administration to her estate and effects in the Su-

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preme Court at Madras and a Decree in Equity has since been made by the said Court against him as such Administrator as aforesaid at the suit of Woodiagherry Gosayee, Teekum Doss and Gunsham Doss.

That one Shaboodeen Khan a Cabool Merchant also obtained a Decree in the Supreme Court against Prince Azeem Jah Bahadoor in regard to a debt due by him.

That your Petitioner has been informed that upon the claims made by the Tanakee Cutcherry Bond creditors being referred to the Advocate General for his opinion, he was of opinion that the Government was not liable for the payment of such claims but that Prince Azeem Jah Bahadoor alone was liable, such being the opinion of the Advocate General, your Petitioner humbly submits for the consideration of your Government, that he ought to be subject to or at least made subject to the jurisdiction and Process of the Supreme Court of Judicature at Madras for the purpose of being compelled and enforced to pay the just and reasonable claims of his said creditors.

As to the second point above alluded to, your Petitioner sheweth that none of the other creditors of Prince Azeem Jah Bahadoor have received any payments in liquidation of their claims from the Istapha Cutcherry from and out of his Stipend or allowance, save and except your Petitioner, who received payment in liquidation of his claim up to December 1856 as herein before mentioned and that the whole of the other creditors of Prince Azeem Jah Bahadoor have appealed to the Secretary of State for India in respect of their claims, but your Petitioner having received payments up to December 1856 and considering the Prince liable to him for the payment of the residue of his claim, did not join the other creditors in their said appeal with the premeditated intention of appealing to your Government for leave to sue Prince Azeem Jah Bahadoor in the Supreme Court here.

Your Petitioner therefore humbly prays that your Government will be pleased to take the foregoing circumstances into its favorable consideration and to grant him permission to prosecute Prince Azeem Jah Bahadoor in the Supreme Court at Madras for the recovery of his said claim.

And your Petitioner will ever pray &c.

MADRAS,

April 1860.

(Signed) T. VENCATAKISTNA RAU.

Petitioner's address, No. 7, South Madah Veedee Street at Triplicane.

COPY—OPINION.

I have been long well aware of the facts here stated, and doubtless the case may be a hard one against some creditors, who may have lent Prince Azeem Jah, their money in the *bond fide* belief that he had authority to pledge the Nabob's credit for money so borrowed. In fact however he never had any such authority. The Government appointed him upon the distinct and express understanding that he was to contract no fresh debts, and that if he or any of his family (*viz.*, the Nabob Begum, Bhow Begum or others) should do so, they should not be binding in the Nabob's income.

On the 23rd November 1827, the Government, Mr. Lushington, again warned the Prince that if any new debts were contracted "in contravention of the pledge given to Government, they cannot at any time become chargeable against the Nabob's Revenues." And adds "by making public the foregoing rules of proceeding, I trust your Highness will succeed in preventing any member of your family from borrowing, and any broker from being willing to lend money."

The Prince in his reply, 28th January 1828, replied that he had fully explained this to the creditors, and that the creditors of members of the Nabob's family exempted from the Supreme Court's Jurisdiction, shall be satisfied, either by the sale of their property, or by stoppage of their pensions.

In fact, therefore, the Prince had no authority to contract new debts on behalf of the Nabob. In his examination before the Commissioner Sham Doss' case, he fully admitted this, and said

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that he *never had* in fact contracted any such debts, except those in the 5½ lakhs list, adding emphatically “and even *this was wrong.*”

This shews the real and actual state of facts, and if those who lent money to the Prince had exercised common caution in the way of inquiry, the Government Agent, or Governor, or Chief Secretary, would at once have told them what the Governor had required the Prince to publish to all creditors and brokers.

It is obvious that neither the Nabob nor the Government can be held legally or morally responsible for this want of caution on the part of these lenders, the less so, as these lenders yielded to the advantage of a higher rate of interest, 18 to 24 per cent. *and upwards*, which they actually received from 1826 to 1842, and took their chance of the Nabob's acknowledging these debts which he at least did to the extent of 5½ lakhs, of which he paid a part, and Government are now paying the balance.

It is clear however that Prince Azeem Jah is morally liable for the Tanaky Cutcherry debts and would be legally so were he subject to the Jurisdiction of the Supreme Court, but he is not so, and it is not likely the Government will ever, as regards these debts, allow him to be made so. He has the means of liquidating them in part, if he would avail himself of them, the arrear of his undrawn allowances being, it is said, nearly seven lakhs of Rupees. If he would request or even consent, that this large sum should be applied to discharging his debts, it is by no means unlikely that Government would authorize its being so applied, but the Government can hardly be expected to take the initiative. The creditors however may fairly do so, they may petition Prince Azeem Jah to consent to this measure, and to signify his consent by endorsing it on their petitions to him, they might forward copies to Government, and pray that the Government Agent might be instructed to request the Prince to answer the petitions, and if the Prince does not answer their petitions, they might inform him that they will petition Government, and Her Majesty's Secretary of State for India, and Parliament, to have a Bill prepared and passed through Parliament, authorizing these arrears to be applied, during the Prince's life, towards the discharge of his debts.

These are the only steps that occur to me as now open to this class of creditors.

March 31st, 1860.

(Signed) THOMAS SYDNEY SMYTH.

No. 10.

ORDER THEREON, 12th May 1860, No. 309.

Resolved that T. Vencatakistna Rau be informed that the Government do not see grounds for granting him the permission which he seeks.

(Signed) T. PYCROFT,
Chief Secretary.

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It is clear however that Prince Azeem Jah is morally liable for the Tanakhy and would be legally so were he subject to the Jurisdiction of the Supreme Court, so, and it is not likely the Government will ever, as regards these debts, allow so. He has the means of liquidating them in part, if he would avail himself of it of his undrawn allowances being, it is said, nearly seven lakhs of Rupees. If he or even consent, that this large sum should be applied to discharging his debts, it is unlikely that Government would authorize its being so applied, but the Government be expected to take the initiative. The creditors however may fairly do so, till Prince Azeem Jah to consent to this measure, and to signify his consent by sending petitions to him, they might forward copies to Government, and pray that the Agent might be instructed to request the Prince to answer the petitions, and if not answer their petitions, they might inform him that they will petition Government Majesty's Secretary of State for India, and Parliament, to have a Bill prepared in Parliament, authorizing these arrears to be applied, during the Prince's life, in charge of his debts.

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(Signed) T. P. YONGE