

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 711	<u>Press</u>
376-77	<u>Mis.</u>
Dated 23 - 3 -	18 66

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
23rd March 1866.*

No. 376. Read the following Petition from NAWAB NAZMUT DOWLAH ROOSTUMJAH DAVOODALLY KHAN BAHADOOR, Nawab of Masulipatam, to His Excellency the Governor in Council, Fort Saint George, dated Madras, 20th January 1866:—

That your Petitioner having failed to obtain redress of his grievances submitted by him to your Excellency in his Memorials of the 28th July and 14th September 1865, and the extreme hardships, privations, and difficulties of his unfortunately reduced situation, constraining him to appeal to the Right Honorable the Secretary of State for India, for the redress of his grievances, he begs leave to forward here-with his Memorial to His Excellency, in triplicate, and to implore very submissively that your Excellency will be graciously pleased to do him the favor of transmitting it to His Excellency, with your Excellency's kind and favorable recommendation, as soon as possible.

For which act of favor and benevolence your petitioner, as in duty bound, will ever pray.

No. 377.

ORDER THEREON, 23rd March 1866, No. 711.

Miscellaneous.

Ordered that the Memorial received with this letter be forwarded to the Secretary of State, and that intimation of the same be given to the Memorialist.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

Exd. S. T. Augustin.

To, His Excellency

The Right Honorable Sir M. J. Denison

H. C. B.

Uca Uca Uca

Gouverneur in Council

Fort St. George

The respectful petition of
Kawab Nazim Dowlah
Roostumjah Dawoodally Khan
Bahadar Nawab of Masulipatam

Most humbly sheweth,

That your petitioner having failed to obtain redress of his grievances submitted by him to your Excellency in his Memorials of the 28th July & 14th September 1865, and the extreme hardships, privations & difficulties of his unfortunately reduced situation constraining him to appeal to the Right Honorable the Secretary of State for India for the redress of his grievances; he begs leave to forward herewith his Memorial to His Excellency in Triplicate & to implore very submissively that your Excellency will be graciously pleased to do him the favor of transmitting it to His Excellency with your Excellency's kind and favorable recommendation as soon as possible. For which act of favor and benevolence,

your

Your petitioner as in duty bound will,
Ever Pray.

Madras
20th January
1866

He begs to remain,
Right Honorable Sir,
With his humble respects,
Your Excellency's most
Obedient & humble servant

ناظر علی بنجا

To

THE RIGHT HON'BLE SIR CHARLES WOOD BART K. C. B.,
HER MAJESTY'S PRINCIPAL SECRETARY OF STATE
FOR INDIA IN COUNCIL.

&c. &c. &c.

The Humble Memorial of NAWAB NAZMUT
DOWLAH ROOSTUMJAH DAVOODALLY KHAN
BAHADUR Nawab of Masulipatam in
the Kristna District under the Madras
Presidency.

MOST RESPECTFULLY SHEWETH,

That relying on the renowned justice moderation and noble magnanimity of Her Majesty's august Government, your Excellency's Memorialist begs leave to submit this humble appeal against the orders of the late Honorable East India Company's Government under which the pecuniary provision originally granted in lieu of the Jahghire of the Memorialist's great grand father the late Nawab Kootubuddowla Hussanally Khan Bahadar has been diminished and his family reduced in consequence to a most humiliating and degrading position of extreme difficulty and distress. He humbly solicits that your Excellency will, on a patient and humane consideration of all the circumstances of his case set forth in this petition, be pleased to render him justice.

2. That your Memorialist's great grand father was the Fouzdar and Nawab of His Highness the Nizam the Soubah of the Daccan over the five districts called the Northern Cirkars, viz., Moostufannagar, Moortuzannagar (or Condaveed), Ellore, Rajahmundry and Chicacole at present known as the Kristna, Godavery, Vizagapatam, and Ganjam districts when the late East India Company obtained possession of the Cirkars through his instrumentality in 1762. The Memorialist's great grand father then occupied the highest position in the aforesaid districts with absolute authority over them enjoying a princely income; and he was further so highly favored by the Nizam that several years previous to the transfer of the said districts to the company, the Nizam was pleased to bestow* on him and his posterity in perpetuity the Purganahs of Tautipacau, Itacotah, Paroor, &c., in the Rajahmundry district as a Jahghire yielding an annual revenue of Pagodas 51,605.

3. That it was through the sole instrumentality of the Memorialist's great grand father that the Honorable East India Company's Government obtained the peaceful possession of the Northern Cirkars.

4. That the Memorialist's great grand father was a warm friend of Colonel Forde of the East India Company's service who repelled the French at Masulipatam and of Mr. Andrews their Chief at that place, and in his friendly intercourse with those Officers, heard from them of the honor and good faith of the Company and of the British nation as well as their unflinching integrity in patronizing and promoting the interests of their friends and well-wishers at all times; and this induced him to entertain feelings of great attachment to the Company's Government and to concern himself in their interests.

5. That the Memorialist's great grand father from these feelings of real attachment to the British Government and in the most sanguine hope of gaining their patronage and support for himself and his posterity, made a strong representation to His Highness the Nizam of the honor and good faith of the British nation and recommended the expediency of his holding friendly intercourse with the English Government and of obtaining the assistance of their troops in preference to that of the French and also the propriety of transferring the aforesaid northern Cirkars to the Company to provide the means of

paying for the troops they might employ in His Highness's service and was successful in seeing his recommendation adopted* by His Highness. With the object of negotiating with the Company's Government for Military aid, His Highness deputed Memorialist's great grandfather to Madras with the Sunnuds (or grants) making over the Northern Cirkars to the Company with the exception* of his Jahghire which was specially reserved to him in those Sunnuds.

6. That the Governor in Council of Madras entertained the above proposals most favorably and received the Sunnuds brought over by Memorialist's great grandfather; but it happened just when measures were about being taken to receive possession of the Cirkars and furnish the Nizam with the troops, the Governor found himself unable to carry out his part of the engagement. He received intelligence from the Home Government of the declaration of war by Great Britain against Spain, and under their instructions, he was obliged to despatch a large portion of the European troops of the Presidency to seize manilla, the Military force on the coast being also strengthened as a precaution against possible attacks by the Spaniards and French. Although the Madras Government did not send troops to assist the Nizam, they retained the Sunnuds and arranged with the Memorialist's great grandfather for sending a Battalion of Sepeys to the Cirkars to assist him in collecting the rents of the districts, the troops being paid out of the revenues so collected and the balance being shared by the Nizam and the Company in equal proportions. The records of the time show that Memorialist's great grandfather cheerfully acquiesced in all that was proposed and done by the Governor. Steps were accordingly taken for carrying out the contemplated measures, and His Highness the Nizam was informed by a letter* from the Governor of his Excellency's inability to furnish troops and of the arrangements his Excellency had made for aiding Memorialist's great grandfather in collecting the revenues of the Cirkars.

7. That in the letter from the Governor of Madras to the Chief* of Masulipatam dated 23rd September 1762, His Excellency detailed the arrangements concluded with Memorialist's great grandfather for the occupation of the Cirkars, and referring to his Jahghire he remarked:

"You will observe by the Sunnud No. 3 that certain villages in the Cirkars of Ellore, Moostufannagar and Rajahmundry are excepted from the grants being allotted as a Jahghire to Hussanally Khan. He is therefore to have the entire management of them and you are to protect and support him therein so far as may be consistent with the measures which you may find it necessary to take towards procuring and establishing a general good order in the Cirkars which is to be the immediate object of your attention. On the other hand, if Hussanally Khan should be able to give any assistance, we expect it from him and you will apply to him accordingly, and as he is very intelligent man and seems perfectly well acquainted with the constitution and customs of the Cirkars, we recommend to you to advise with him in all material occurrences but we would have you nevertheless be guided by your own judgment after comparing his opinions with other circumstances, for as he is immediately interested by his own Jahghire; that doubtless will be his first care. From what we have just said, you will observe that Hussanally Khan is not in fact to have any power or authority in the management of the Cirkars, but as he has been empowered by Nizam Ally Khan to negotiate the affair, as it is upon his opinion that we have proceeded thus far and as he possesses a large Jahghire by Nizam Ally's grant, the well being of which is in great measure dependent on a due obedience to the Company's authority in the Cirkars, for these reasons, it is proper that a particular attention and respect should be shown him."

8. That while matters remained in this position, the Company's Government having been desirous of having the Cirkars under their own exclusive possession and Government, they exerted their utmost endeavours to rent the Cirkars from His Highness the Nizam for any number of years by deputing* one Condagula Joghi Puntulu the Dubash of their Chief at Masulipatam to His Highness's Court for the purpose of obtaining a lease; but they were unable to succeed in their object.

9. That the Honorable Company's Government were in consequence obliged to enter into an agreement with Memorialist's great grandfather under dates 22nd and 25th February 1765 with stipulations to the effect that he should surrender the five Northern Cirkars to the East India Company on their obtaining Phurmans from the Emperor of Delhi and that they should in return confirm the perpetual provision he held from the Nizam on his surrendering the Cirkars.

10. That Memorialist's great grandfather in pursuance of the agreement surrendered* the aforesaid northern Cirkars of which he was the Fouzdar to the Company's Government in accordance with their wishes without the consent of His Highness the Nizam. By such a step, the Memorialist's great grandfather sacrificed for ever the best interests, patronage, and support he had procured for himself and posterity from His Highness the Nizam and placed himself and posterity entirely under the patronage of the British Government in all time to come relying on their honor and good faith for the continuance of his Jahghire to himself and his posterity; and the Company's Government were then pleased to confirm only the Jahghire of the Taluqs of Tautipacau and Paroor being a little more than one moiety of his aforesaid Jahghire by another Sunnud from them written in English (a language of which he was totally ignorant) which he accepted under a positive belief that it confirmed the possession of the Jahghire in himself and his posterity as was the case in the original Sunnud granted by His Highness the Nizam because the grants by the Sovereigns and princes are irrevocable.

11. That no sooner did the Nizam hear of the surrender of the Cirkars by the Memorialist's great grandfather to the East India Company than he declared war in concert with the Mahrattas, then in alliance with him, against the East India Company for the recovery of the Cirkars and was about to commence hostilities for this purpose, when, the further good offices and great services of the Memorialist's great grandfather were further brought into requisition and were effectually employed in pacifying the Nizam, averting the war and securing the peaceful possession of the Cirkars to the British Government. As showing the nature of his important and lasting services to the British Government on this occasion, Memorialist begs leave to quote the following extract from one* of the documents annexed to this memorial. The Chief and Council of Masulipatam say in their letter to the Governor in Council of Madras dated 30th September 1771 on the death of Memorialist's great grandfather:

"It must be confessed that it is to him (Hussanally Khan) we owe the first idea from whence proceeded the operations that led us to the possession of them (Cirkars) and that after the Phurmans were obtained and published, he was not only instrumental in settling the Country but of effecting an accommodation with the Soubah (the Nizam) and thereby preventing a war with which we were threatened by him supported by the Mahrattas. Herein he showed his attachment and was of essential service."

12. That Memorialist's great grandfather continued in the full possession of his Jahghire until his death. Sometime before his death which took place in the year 1771 he executed a Will* bequeathing his aforesaid Jahghire to his eldest son Mirzah Zeynull Abdeen Alias Sobhan Buksh, Moobarak Dowlah and Roostumjah (Memorialist's grandfather) then a minor as his sole successor and the head of the family. But to the great misfortune of Memorialist's grandfather, the East India Company's Government at once assumed the possession of the Jahghire on his death and in lieu thereof settled a pension of a Lac of Rupees per annum on his family as is evident by the letter* from the Chief in Council of the Northern Cirkars to Memorialist's grandfather dated 5th December 1771. In further proof that the grant of the aforesaid pension to the family of Memorialist's great grandfather was in lieu of his Jahghire.

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* Vide Appendix marked K.

Memorialist begs permission to quote the following extract from a letter* to Government from the Chief in Council of Masulipatam dated 5th January 1788.

"We should suppose that if the Jahghire conferred on the late Hussanally Khan has not been resumed, it would have been continued in the name of his eldest son only and upon this principle that the pension granted in lieu thereof may be considered in the same light. We should conceive that the Company should have discharged every obligation for services done them by Hussanally Khan if they supported his representatives in independence."

13. That the management of the affairs of the family of Memorialist's great grand father was undertaken* by the Chief and Council of Masulipatam with the sanction* of Government until Memorialist's grand father obtained his majority; at which time the Government paid the annual pension of a Lac of Rupees into the hands of Memorialist's grand father as the legal representative of his father and the head of the family leaving its management and distribution entirely to him but requiring that he should appropriate* the Lac of Rupees in the following manner in accordance with a list made out by the Chief viz. Madras Pagodas 713 a month for himself (i. e. Pagodas 250 for his own personal support and Pagodas 463 for his requisite establishment house repairs and contingent charges), Pagodas 200 for his mother, Pagodas 100 for each of his four step brothers, Pagodas 407 for the other members and relatives of the family, and Pagodas 259½ a month for the expences of marriages amongst the family which latter sum Memorialist's grand father appropriated in the manner intended viz. in defraying the expences of such marriages.

14. That the above arrangement continued upto the year 1788; when, in view to the adjustment of certain differences in the family, the Chief and Council under orders* of Government paid the several members of the family their respective allowances separately out of the pension and allowed to Memorialist's grand father the balance of the pension that remained viz. Pagodas 1157 which is inclusive of the stipends of those members of the family that died without any issue and of the marriage allowance.

15. That in the year 1795, the Company's Government without justifiable reason modified this arrangement. They retained the marriage allowance of Pagodas 259½ in their own hands, withheld the allowances of the individuals of the family who died without issue, which were all paid till then to the Memorialist's grand father who had the reversionary right to them and reduced his (Memorialist's grand father's) own monthly pension from Pagodas 713 to Pagodas 331 laying down a rule* that the pensions of the deceased members of the family should be paid to the surviving part of the family. Even contrary to this rule they withheld his mother's pension of Pagodas 200 from the date of her decease. On this, Memorialist's grand father addressed the Government setting forth his grievances and urging his claims; and the Government, convinced of the hardship of his case and the justness of his claims, recommended to the Court of Directors in 1821 that his pension should be raised to Pagodas 500 a month and also that a sum of Rupees 50,000 should be paid to him out of the amount which accumulated in the hands of Government from the nonpayment of his deceased mother's pension: But he having died in the meantime, the Government continued the pension of Pagodas 381 he was in the receipt of, to his son Nawab Intizamut Dowlah (the father of your Memorialist) whom they recognized as his successor as by his will appointed after deducting therefrom Rupees 150 a month, the same being the allowance of Kootobuddowlah (the step brother of Memorialist's father) which the Government ordered to be paid separately. The Honourable Court of Directors sanctioned the increase to the pension of the Memorialist's grand father and the payment of Rupees 50,000 to him as recommended by the local Government; but the Government refrained from acting on this sanction pending the result of

a law suit instituted against Memorialist's father by his step-brother Kootobuddowlah in the Supreme Court for the right of succession.

16. That soon after the judgment of the Supreme Court in 1830 whereby the law suit of Kootobuddowlah was dismissed and Memorialist's father recognized as the legal successor of his father to his rights and privileges, was made known, the Government carried out the sanction of the Honourable Court of Directors by paying him the sum of Rupees 50,000 out of the sum that had accumulated from the non-payment of the pension of the mother of Memorialist's grand father and by placing him on the receipt of Pagodas 500 monthly after deducting the allowance of Rupees 150 allotted to his step-brother Kootobuddowlah, but referred to the Home Government for instructions as to payment to Memorialist's father of the arrears of the increased pension from the date on which the increase was sanctioned; and the Court of Directors authorized the payment of the arrears in their letter* to Government dated 19th August 1835 in the following terms.

"If Roostumjah had lived until our authority had been received by you, it would no doubt have been granted to him in arrear from the 2nd October 1821, and if he had been in the enjoyment of the full pension of Madras Pagodas 500 per month at the time of his decease, there is no reason to doubt that it would have been continued without diminution to his successor in the situation of the head of the family."

17. That your Memorialist's father continued in the receipt of his pension of Rupees 1775 a month up to his death which took place in the year 1853, the sum of Rupees 150 monthly being deducted from the said pension of Madras Pagodas 500 or Rupees 1925 as the allowance of Kootobuddowlah. Memorialist's father left behind him 2 sons (of whom Memorialist is the eldest,) one daughter, and his widow their mother, and numerous other members of the family of the Memorialist's grand-father all dependent for their support on the pension enjoyed by Memorialist's father together with the debts contracted in the performance of marriages of the several younger members of the family, the payment of the marriage allowance having been withheld since the year 1795 when the Government retained it in their hands except in one instance where in 1832 they paid a sum of one Lac of Rupees out of the marriage fund to the families of the four step-brothers of Memorialist's grand father on account of the marriages which occurred since 1795 and which might be expected to occur in their respective families.

18. That your Memorialist, on his father's death, as the eldest son and by Will appointed, became successor of his fore-fathers and the head of the family and inherited their rights and has been so recognized by Government; but Memorialist extremely regrets to find that instead of continuing to him the full amount of the pension enjoyed by his father viz. Rupees 1775 per month, the Government has granted* him for himself and for the numerous other members of his grand father's and father's family a reduced pension of Rupees 1183 per mensem out of his paternal pension on the mis-representation and recommendation of Mr. Walter Elliot the then Commissioner for the Northern Circars. This harsh measure of Government has reduced your Memorialist to the deepest humiliation and distress and involved him in considerable debts contracted for the support of himself and his own family in consequence of the insufficiency of the reduced pension for the maintenance of himself and of his numerous dependents to whom he is bound to pay their fixed portions out of the pension. The reduced pension after paying the stipends of his dependents leaves for your Memorialist's support no more than Rupees 440 a month (a small sum totally inadequate even for the personal support of himself and his own family, not to speak of the most small establishment indispensably requisite for him and of the other expences incidental to him), while his father had a clear net income of Rupees 1000 per month out of his pension of Rupees 1775 after the payment of the stipends of his dependents.

19. That the family disputes in which Memorialist was long involved since his father's death, the protracted illness and death of his first wife and child after the settlement of the family dissensions and his consequent pilgrimage to Kerbalah and other sacred places in Turkish Arabia all unfortunately combined to prevent your Memorialist from submitting his grievances to the local Government at an early date. Memorialist on his return from the pilgrimage repaired to Madras and petitioned the Madras Government on the 28th June last setting forth his grievances and the distress and difficulties to which he has been reduced since his father's death and humbly soliciting that either the balance remaining out of the pension of one lac of Rupees originally settled after deducting the pensions at present paid to the different members and relatives of the family, might be granted to him as the representative of his great grand father, or at least the portion reduced out of his father's pension might be restored to him with arrears from the date of the latter's death, and also that the money in the hands of Government on account of the marriage allowance might be paid to him as the representative of his fore-fathers in consideration of the heavy debts and difficulties with which he was surrounded.

* Vide Appendix marked S.

20. That the Government in their proceedings* of the 29th August last have declined to allow his case to be re-opened observing that "the questions as to whether the pension originally granted to the family was hereditary and as to whether any member of the family has a valid claim to the marriage allowance were decided in the negative by Sir Thomas Munro's Government; since that time, the family stipends have been reduced on lapses in accordance with the orders of the Court of Directors which are still in force, and Memorialist's pension was fixed in 1853 on a full consideration of the circumstances that are now brought. Memorialist's requests involve a re-consideration of the decision of 1853 and no new facts are brought forward and no change of circumstances has occurred to render such a re-consideration desirable."

21. That your Memorialist being as quite ignorant as his fore-fathers were of the decision of Sir Thomas Munro's Government referred to in the above proceedings, submitted a second Memorial to Government producing good documentary evidence in proof of the hereditary nature of the original pension, it having been in fact substituted for the Jahghire of his great grand father, setting forth the new facts which, as the Memorialist humbly conceives, had not come under the consideration of Government in 1853 when they reduced his patrimonial pension and explaining the change, for the worse, of Memorialist's circumstances since 1853 brought about by the reduction of his pension, and also submitting as instances several cases in which Government allowed a reconsideration and granted redress notwithstanding the previous and final decisions of Government and of the Court of Directors to the contrary, and soliciting the Government to enquire into the state of his circumstances and redress his grievances. But the Government without enquiring into the state of his circumstances have been only pleased to say in their proceedings* dated 25th September last that they did not see sufficient reason to re-open the question. Redress being thus denied him by the local Government, your Memorialist most submissively throws himself on the justice and humanity of your most Noble Excellency and begs permission to submit the following points for your Excellency's impartial and generous consideration.

* Vide Appendix marked T.

22. That your Memorialist's great grand father Nawab Hussanally Khan confiding in the assurance and good faith of the British Government for the continuance of his perpetual Jahghire granted by his Highness the Nizam to him and his posterity, gave up to the East India Company in accordance with their earnest wishes and against the consent of the Nizam the peaceful possession of the Northern Cirkars (which they had been long exerting their best efforts to secure) thereby sacrificing the everlasting favor and support of His Highness for him and his posterity for the benefit of the British Government and placing himself and his posterity under their support for all time to come; and

the Company's Government were in return pleased to confirm the Jahghire held by the Memorialist's great grand father under the Nizam's grant to the extent exceeding a moiety of the same.

23. That your Memorialist's great grand father fully confided in the belief that the British Government in whose interests he sacrificed those of his and his posterity for ever under the Nizam would always protect and maintain his posterity after his death in the undisturbed possession and enjoyment of his Jahghire and in his family's position and dignity, its being the virtue and a point of honor and good faith with all Governments to support the posterity of those who had be-friended them at the sacrifice of their own interests.

24. That your Memorialist's great grand father received and kept the deed of the East India Company's Government firmly relying on their honor and good faith and never for a moment doubting but that it confirmed to the above said extent the Jahghire he held under the Nizam's grant. He never read it nor understood its meaning it having been written in the English language of which he and the persons about him were utterly ignorant nor did the Government of the day explain it to him nor give him the least hint of their intention to withhold his Jahghire on his death.—He had no reason for suspecting the intention of the Honorable East India Company's Government as he had not at any time proved other than their best friend but all along believed from his confidence in the good faith of the Honorable British Government and nation that they had secured a perpetual establishment and provision for himself and his posterity by confirming the Jahghire and that his Jahghire would of course descend to his posterity and provide a permanent and decent means of support for his family under the protection of the British Government. These facts will be proved by a reference to the document in the Appendix marked I, the same being his last Will and Testament.

25. That it was nothing short of this firm belief which induced and stimulated him cheerfully to render his further effectual faithful and lasting services to the British Government not only in settling the country under their authority and bringing the several refractory Zamindars by his influence to the obedience of the British authority in spite of the orders they received from the Nizam in opposition thereto but also in pacifying the Nizam and averting the war which His Highness then supported by the Maharattas had declared against the British Government for the recovery of the Cirkars.

26. That the only obvious motives which induced Memorialist's great grand father to enter into stipulations with the Company's Government for the ultimate surrender of the Northern Cirkars to them at the sacrifice of his high authority and best interests and to the loss of the favor and support of the Nizam for himself and posterity could never have been for securing his personal comfort, as he was enjoying a princely income under the Nizam but only to insure the peaceful perpetuation of his Jahghire for his posterity in all time under the patronage of the British Government to whom he had feelings of great attachment and fidelity.

27. That had it been the intention of the Company's Government to commute his Jahghire on his death into a pecuniary provision subject to reduction at their pleasure, they should have notified such intention clearly to him at the time of their entering into stipulation with him as good faith and justice required. And had they done so, he would certainly never have entered into stipulation with them on such conditions to the disadvantage and ruin of his posterity nor have surrendered the Cirkars to them at the sacrifice of his high authority and his best interests and forfeiting the favor and patronage of His Highness the Nizam. Had he firmly adhered to the interests of the Nizam without giving up the possession of the Cirkars to the British, His Highness would no doubt have continued to maintain his posterity in the undisturbed

possession of his Jahghire and in their high position and dignity in all time to come under any circumstances as is the case with the descendants of the other persons who remained firmly attached to His Highness's interests.

28. That the records of the time show how powerful the Nizam was, how the Mahrattas were allied to him and were always ready to support him then, how independent he was of the Emperor of Delhi at that time only in name an Emperor without power and authority and how the Nizam resisted the Phurmands of the Emperor and how entirely unwilling he was to cede the Northern Cirkars to the British. The Nizam could never have been expected to cede these valuable districts to the British Government, had not your Memorialist's great grand father put the Cirkars in their possession and had he not pacified the Nizam and restored friendly feelings and intercourse between His Highness and them by his great exertions.

29. That contrary to what your Memorialist's great grand father confidently believed and positively expected, the Company's Government at once resumed his Jahghire after his death settling a pension of a Lac of Rupees on his family as a provision for its maintenance. This arrangement was made professedly in lieu of the Jahghire as is evident from the Appendix marked J.

30. That the aforesaid pension was accepted by the Memorialist's grand father with the clear understanding that it was hereditary it being in substitution of his paternal Jahghire. The pension commenced from 1771 when the Government took possession of the Jahghire. The Government or their officers never notified to Memorialist's grand father at the time of the grant of the pension that it was not hereditary. Had they done so then, he would not have accepted it on such a tenure, but would have claimed for the Jahghire.

31. That the annual pension of Lac rupees was regularly paid to Memorialist's grand father to be appropriated to his maintenance and that of the other members of the family in the manner specified in paras 13 and 14 of this Memorial till 1795; when, the Government taking advantage of some differences in the family, withheld the sum set apart for the expences of marriages in the family and also the allowances of some members of the family who died without issue (which had been up to that time paid to him as the head of the family) and moreover reduced his own pension making a rule to the effect that the allowances of the deceased persons should be paid to the surviving part of the family if there are any.

32. That the Government deviated even from this very rule as they withheld from the Memorialist's grand father the allowance of his mother since deceased; and Memorialist's grand father never gave up urging his claims up to his death for the allowances so unjustly withheld from him.

33. That Sir Thomas Munro's Government in consideration of the justness of his claim increased his reduced pension from pagodas 331 to pagodas 500 and granted a sum of Rupees 50,000 with the sanction of the Honorable Court of Directors from the pension of his deceased mother as stated in para 16 of this Memorial, but never communicated to him or Memorialist's father their decision so unjustly prejudicial to the hereditary character of the pension as declared by the Chief and Council of the Northern Cirkars at the time of its grant. Neither Memorialist's grand father nor father ever knew of the decision of Sir Thomas Munro's Government nor was its existence known to the Memorialist till the present Government noticed it in their proceedings upon his Memorial. If it were notified to them previously, they would have taken early measures to appeal to the higher authorities in England for its reversal.

34. That your Memorialist humbly trusts that your Lordship in Council will, on an impartial and fair view of the case regard the decision of Sir Thomas Munro's Go-

vernment referred to by the present Government to be arbitrary wholly without justification considering the facts and circumstances above set forth.

35. That the Memorialist's grand father's pension of Madras Pagodas 500 a month eventually fixed by the Honorable Court of Directors is the only pension which that authority considering him as the eldest son and lawful successor of Nawab Husanally Khan and the head of his family, fully and clearly recognized as not liable to reduction and determined to continue the same undiminished to his successors in the position of the head of the family as is evident from the document marked Q. in the Appendix. The pension of the family of Memorialist's grand father thus especially secured to them is not liable to be regarded in the same light as the other allowances not similarly secured, nor would it come under the category of the allowances which are affected by the orders of the Court of Directors referred to by the Madras Government. The following facts sufficiently indicate the hereditary character of the pension: to wit; since 1821 the entire pension of the Memorialist's grand father devolved on the Memorialist's father. Moreover the full amount of the allowance of Memorialist's Uncle (the late Kootoobuddowlah) which formed a portion of the pension of the Memorialist's grand father was continued by Government to his son Munsuruddowlah in 1862. Memorialist therefore humbly submits that the orders of the Court of Directors which permit the reduction of the allowances on lapses are not applicable to the previously secured pension of the Memorialist's grand father's family, but only to the stipends granted on political considerations on a condition of gradual diminution, and that the pension of Memorialist's grand father must in justice be regarded as not subject to the operation of those orders on the ground of the grant of the original pension to this family not being a political one subject to gradual reduction, but as having been made expressly in lieu of the Jahghire of Memorialist's great grand father and also by reason of the continuance of the pension of Memorialist's grand father *without diminution* having been specially secured by the orders of the Honorable Court of Directors passed in 1835.

36. That the aforesaid orders of the Court of Directors which support the permanent and hereditary tenure of the pension of your Memorialist's grand father is a special and important fact which unfortunately received no consideration at the hands of Government in 1853 when they reduced the pension. The mere mis-representation and recommendation of the then Commissioner for the Northern Cirkars (whose feelings were at the time exasperated against the Memorialist's family by reason of the non-acceptance by his mother of that officer's suggestions to give up her claim on the late Rajah Mulrauze Lutchmia) led the then Government to resort at once to the summary measure of reducing the pension without giving a due consideration to the orders of the Home Government as will be apparent from the Appendix marked R.

37. That in proof of his assertion that the then Government were guided merely by the recommendations of the Commissioner for the Northern Cirkars, the Memorialist begs to state that at the time when the Government reduced Memorialist's paternal pension at that officer's recommendation, they in accordance with his favorable recommendation directed the payment to Memorialist's Uncle (the late Kootoobuddowlah) of the one moiety of the arrears of his accumulated pension amounting to rupees 24136 which in 1849 the Government declared to have been forfeited owing to his disobedience of their repeated orders. Had the Commissioner not recommended a reduction of the pension, the Government would have continued to the Memorialist the full amount of the pension enjoyed by his father as in the case of his cousin Munsuruddowlah to whom they continued his father the late Kootoobuddowlah's full pension in 1862.

38. That the unfortunate reduction of the Memorialist's paternal pension which is the only means of maintaining himself and the numerous body of his dependents has worked a most ruinous change in his circumstances since his father's death. For it

has subjected him to very humiliating and degrading distress and privations and involved him in heavy debts which he was constrained to contract for his support in consequence of the insufficiency of the small sum left for his support out of the reduced pension after the payment of the stipends allotted to his numerous dependents as stated in para 18 of this Memorial. His misfortunes were further heightened by the death of his first wife and child and by his being compelled to undertake a pilgrimage to the shrines of Kerbalah in accordance with the dying wishes of his first wife at an expenditure of a large sum of money borrowed from the Sowcars. He was further necessitated to raise loans for the celebration of his second marriage. The extreme penury to which he is reduced by the diminution of his paternal pension has driven him moreover to the necessity of selling his patrimonial property towards defraying the expences of his maintenance. He is also a great sufferer by the late Cyclone at Masulipatam which destroyed most of his houses and gardens all of which have been mortgaged to some of his creditors for his debts due to them; and he is now harrassed on every side by the pressing demands from his creditors for the payment of the large amounts he owes them without having the means to relieve himself and his credit from these unspeakable embarrassments.—As to his maintenance he is suffering under extreme hardships and privations quite unbecoming the position and rank of his predecessors.

39. That the marriage allowance of pagodas 259½ per month (referred to in para 17 of this Memorial) which was set apart from the original pension towards meeting the expences of marriages among the whole family and which was paid into the hands of Memorialist's grand father and appropriated by him to its destined purpose until 1794, was retained by Government in their hands from the year 1795 with the object of creating a Reserve Fund at their command for occasional appropriation to the purpose. And out of this fund the Government in the year 1832 paid through the Collector of Masulipatam the sum of a Lac of rupees to the heads of the families of the four younger brothers of the Memorialist's grand father for the expences of marriages that already occurred and were about to occur in their respective families upon their having entered into stipulations on behalf of themselves and their heirs to abandon all their claim to anything beyond their pensions. But the Government at the time neither made any adjustment of the claim of the Memorialist's grand father to his portion of the marriage allowance by paying him the fund that remained in their hands nor did they grant occasional compensations to him or Memorialist's father out of the said fund towards meeting the expences of the marriages of the several members of this head branch of the family since 1795 but left it unsettled to this date. The sudden and unexpected death of the Memorialist's grand father prevented his taking any effectual steps to obtain settlement of his claim for the marriage-fund; and your Memorialist's father was deterred from making claim for it by the continued and harrassing litigation of his step-brother Kootobuddowlah and others. If it were supposed that the members of the family have no claim on the marriage fund as observed by the present Government, the Government would not have paid a sum so large as Lac of Rupees out of the fund to the families of the four junior brothers of the Memorialist's grand father. The Government never disallowed the validity of the claim of your Memorialist's grand father and his family to the fund; but the grant of Rs. 50,000 to him out of his deceased mother's pension just at the time they paid the Lac of Rupees out of the marriage fund to the four junior branches of the family only induced the Government to reserve the claim of this head branch of the family for settlement at some other opportunity for the future benefit of this family. Therefore your Memorialist as the representative of the senior branch of the family of his great grand father has a valid claim to the fund of the marriage allowance in the hands of Government.

40. That of the Lac of Rupees originally fixed as an annual pension to be paid in lieu of the Jahghire of the Memorialist's great grand father, a sum of about Rs. 38,000 a year is now distributed as pensions among the different members of the family leaving

a balance of about Rs. 62,000 in the hands of Government under various pleas while the revenues arising from the Taluqs forming the Jahghire, will, Memorialist presumes, be found to be more than double the pension of one Lac Rupees.

41. That the foregoing facts and the deplorable change of Memorialist's circumstances for the worse and the extreme distress and embarrassments to which he has been subjected by the harsh measures of the late East India Company's Government as well as his undeniable claim to a decent maintenance at the hands of the British Government as the representative of his great grand father whose invaluable services, attachment and devotion effectually led to the augmentation of its terretorial acquisitions in its infancy and whose Jahghire the Government assumed upon his death taking upon themselves the responsibility of decently maintaining his family and having at their command ample resources out of the annual provision of Lac Rupees made in lieu of the Jahghire, will, it is humbly trusted, impress your Excellency in Council with feelings of impartial justice moderation and benevolence (the glorious virtues of Her Majesty's Government) for the redress of the grievances which the Memorialist has suffered at the hands of the local authorities.

42. That the Memorialist extremely regrets that the decent maintenance of the family of Memorialist's great grand father who so warmly be-friended the interests of the Honorable British Government at the sacrifice of the interests of himself and his posterity at the Court of the Nizam and placed his family under their support for ever has been overlooked by the State (whom justice and gratitude laid in ever lasting obligation to support his posterity in his decent position), and his family reduced to degradation and penury by the diminution of their aforesaid provision while the families of several other persons of the same rank as his own under the Nizam continue happily in the undisturbed and hereditary enjoyment of their large Jahghires and are in the high position and good circumstances in which their ancestors were.

43. That it is the conduct of arbitrary and unjust Governments to tread upon the rights and privileges of their faithful dependents and loyal subjects, and those acts have always led to the ruin of such Governments while it is the great magnanimity, justice, moderation and benevolence that have established unquestionable the power of the Great Britain over India and Her Supremacy all over the known world.

44. That your humble Memorialist in conclusion very submissively begs leave to pray that your Lordship in Council will be graciously pleased to take into benevolent consideration his grievances as above set forth and his humble appeal together with the documents in the appendix and his helpless and destitute condition and to render him justice and relief by directing the balance of the original pension of Lac of rupees after the deduction of the pensions at present allotted to be paid annually to him as the representative of his great grand father.

Should your Lordship in Council not be pleased to comply with his prayer to this extent, your Memorialist humbly begs to solicit your Lordship at least to order the reduced portion of his father's pension to be restored to him with arrears and also the money in the hands of Government on account of the marriage allowance aforesaid to be paid to him as the representative of his fore-fathers in consideration of the heavy debts and embarrassments with which he is surrounded.—Which act of justice will not only relieve him from his mortifying distress and embarrassments and enable him to have a decent maintenance and uphold the dignity of his ancestors with his continued warmest prayers to the Almighty God for the peaceful continuation extension and prosperity of Her Majesty's empire but further expand in the world the glory of Her Majesty's Government for its justice benevolence and humanity in the treatment of its loyal dependents and subjects.

And your Memorialist as in duty bound will,
EVER PRAY.

20th January
1866

ناظر الدوا

APPENDIX.

A.

Translation of a Sannud under the Seal and signature of His Highness the Nawab Nizamud dowlah Bahadur.

To all Desmoorkhyans, Despondyans, Mookhaddemons, Tenants and Ryots, &c., of the Itacotah Purganah, &c., in the Cirkar of Rajahmundry, under the dominion of the Suba of Hyderabad.

The Purganah, &c., in question with their whole revenue, viz., 51,605 Pagodas is given as notified in the endorsement (or Zamin) to His Excellency Kootobuddowlah Hussanally Khan Bahadur Intezam Jung and his family as Zahghere from Fuzli 1175. You are hereby directed to obey the said Amil with sincere faith and pay him the Revenue at proper intervals. This order must be implicitly attended to. Dated 17th of the moon Shawall 1174 Hegeree.

Endorsement on the prayer of the Petitioner.

The Purganah of Itacotah, &c., in the Rajahmundry Cirkar pertaining to the Soobah of Hyderabad with their revenue of Pagodas 51,605 is given as Zahghere to Kootobuddowlah Hussanally Khan Bahadur Intezam Jung and his children.

Signature of His Highness with order thereon. "Sannud be given."

B.

TRANSLATION.

Extract of a letter from Nizam Ally Khan to the Governor of Fort Saint George, received the 9th of August 1762.

In these happy days the great Mogul was graciously pleased to send me a letter in his own hand with a Sannud for the Subaship of the Decan country, in my own hand copies of which I have sent to Hussain Ally Khan Bahadur and hope they will come to your perusal; may God grant me and all our true servants and well wishers of my illustrious house, especially to you who is sincerely attached to my interest, joy for this grand favor received; as these His Majesty's favors are the marks of God's blessings you should return your thanks to him; you may believe my resolution is entirely bent upon the happiness and support of the people, and faithful servants, and exert yourselves in punishing and subduing the Rebels and disobedient people. Although I kept Rajahmundry, &c., five Cirkars for my own use, yet agreeable to Hussan Ally Khan's request and out of my great favors to you, I send you Sannuds for those Cirkars deducting therefrom the said Hussan Ally Khan's Jahgheer, who after taking your promise and agreement will deliver those Sannuds and the Cirkars to you; you will be heedfull of this favor and send Troops with all possible speed to my country, according to Hussanally Khan's agreement, for my intention is to extirpate the Maratas and to clear all those part of the Decan country which they had possessed; the sooner you send the Troops to my Court so much more will your credit, &c. influence increase; for other matters I have wrote very fully to Hussanally Khan who will communicate them to you.

What can I say more?

C.

Translation of Sannud under the great Seal of Nizam Ally Khan Bahadur, dated Moon Zee-huza the 17th Hizera 1175, answering 10th of July 1762.

Be it known unto the Dusamookeys, Desapondeys, Mockudums, Husbandmen and the Inhabitants of the Cirkar of Rajahmundry under the Soobah of Golcondah.

Whereas the said Cirkar (original revenue of which amounts to Rupees 5,02031½) was made over to the English towards their payment of the wages of their Troops beginning the year of Fuzli 1172, according to the Zamin for particulars written on the back of this Sannud, you are therefore hereby required to remain in due submission to the Amildars which may be appointed by the English Sirdar, with faith and honesty, and pay him just revenues in due season and time. Observe this as a strict order and act as aforesaid.

The particulars contained in the back of the Sannud according to the request made with a superior's sign to it agreeable to the custom and form of the Durbar, was follows :—

Rajahmundrum Cirkar under the Soubah of Golcondah being appointed towards the payment of the wages of English Troops beginning Fuzli 1172 (after this Jahgheer of Hussanally Khan, &c., therefrom deducted as hereunder written) it is desired to know what was the order concerning a Sannud to be drawn to that end.

A manifest of the superior's answer to it in his own hand, a list of the Districts or Purganahs under the said Cirkar of Rajahmundrum, and the deduction of the Jahgheer and the grant therefrom also endorsed on the back of the original, viz.

53 Districts Purganahs (the names of which are hereunder written) the original Revenues of which according to the Durbar Books. Amount to Rs. 6,85,619½.

DEDUCT, viz.

Hussanally Khan's Jahgheer, viz.

1. Etacotah Purganah together with Ganavoram in all 60 villages the original Revenues of which are.....	} Pagodas.	16,300
1. Tantepauca together with Chegercotah in all 53 villages the original Revenues of which.....		
1. Marmulla together with Condaducky in all 13 villages the original Revenues of which.....		11,960
		1,405

Districts containing the following places.

1. Mundy Voram and under the Purganah of Badasacre Commavaram, &c., under the Purganah of Paroor Paravaram and under the Purganah of Domahulls all which are 37 villages the original Revenues.....	7,842
1. Poroor containing 37 villages, the original Revenues.....	2,806
1. Chellapillay containing 6 villages, the original Revenues.....	2,570
1. Soonsapillee under the Purganah of Domahl 7 villages, the original Revenues.....	1,441½
Pagodas.....	51,605

Rupees 3½ per every Pagoda is Rupees..... 1,77,117½

Cajah Nooralla Khan, &c., Jagheers &c., viz.

1. District containing 5 villages, Rajahmundrum belonging to the Jahgheer of the said Mooralla Khan Killadar of Rajahmundrum the original Revenues of which is 760 Pagodas at Rupees 3½ per Pagodas is Rupees.....	2,660
1. Vanacapatam under the Purganah of Domahl is a grant to Augah Mahomed Momin, the original Revenues or which is Pagodas 80 at Rupees 3½ per every Pagodas.....	280
1. Beamacoass Patam, &c., grant to the deceased Razataleb Khan's son, the original Revenues of which is Pagodas 125 at Rupees 3½ per every Pagodas.....	437½
1. District containing 5 villages, grant to Sundarapah Darapondy the original Revenues of which is Pagodas 755 at Rupees 3½ per every Pagodas.....	2,642½
1. Village or District grant to Vencataram Gomastah to Daspondy the original Revenues of which is Pagodas 100 at 3½ Rupees per Pagodas.....	350
Rupees...	6,370

which being added to that of Hussanally Khan's Jahgheer as in the other side, makes

in all 12 Districts amounting to Rupees 1,83,487-1-0 which being deducted out of the whole Districts and the amount of original Revenues also on other sides there remains Districts 21 amounting to the original Revenues Rupees 5,02,031-9-½ the sum set forth in the body of this Sannud.

The Names of the 21st Districts or Purganahs.

- 1 Rimmore.
- 1 Beckole.
- 1 Chacaland.
- 1 Meestamanadapaud.
- 1 Mallarpanaguddy.
- 1 Ingeram.
- 1 Mutta Escapella.
- 1 Toney Catam.
- 1 Petaporam.
- 2 Cacunad and Salapauk.
- 1 Bundapoody.
- 1 Muttachellore.
- 1 Mutta Codayam.
- 1 Mutta Beomaveram.
- 1 Carcondah.
- 2 Domahl Hussanally Khan's Jagheer, expected.
- 2 Cavada and Garcapillay.
- 1 Mutta Vellamapolam together with certain villages.

D.

From the Governor of Fort St. George to Nizam Ally Khan, dated 23rd September 1762.

I had the pleasure and happiness to receive your several favors advising me that you had appointed Hussanally Khan Bahadur with me about sending the English Troops to your assistance; as the said Hussanally Khan is attached to your interest and has a great regard and friendship for the English nation, your appointing him as above gave me great joy. As an affair of such consequence could not be settled by letters, I wrote to the said Hussanally to come and settle it personally; he accordingly came to Madras, and discoursed with me about sending the Troops and concerning their expenses, at the time he delivered me the Sannuds, you was graciously pleased to send to the Company for the five Cirkars to the Northward insisting that the Troops should be sent without delay; your inclination is to promote the interest of the English whose constant wish is to see your Government firmly established, and your enemies punished. Whilst I was concerting with Hussanally Khan the proper measures to be taken in consequence of your desire, I received advice from Europe that the King of Spain having assisted the French who were reduced to great distress, the King my master had thought proper to declare War against him; and thereupon he sent me strict orders to detach some Troops from Madras to attack and take Manilla, a Spanish Settlement. As I must obey the orders of my King before all others, I have accordingly sent a strong party of Troops from Madras upon several Ships with Stores of War, against the said place, and this I did in the presence of Hussanally Khan. Such an unexpected draught from the Forces. I had collected together renders it ill convenient for me at this time to send any Troops to your Court, without having the Coast too much exposed to the power of the French and Spaniards should they endeavour to raise any troubles. You are a great Sirdar indeed endued with wisdom and judgment and will perceive how necessary it is under such circumstances to keep all my Forces near the Sea Coast to prevent the disorders that might otherwise happen. As your Excellency was pleased to send your Sannuds aforementioned in consideration of the Troops to be sent to your Court and as I have been prevented from sending them by the causes aforesaid, I was doubtful how to act in regard to those Sannuds in such manner as might be most agreeable to you. I feared that you might be offended if I returned them, and it was not my desire to receive any benefit from them contrary to your intention, but as I am desirous above all things of convincing you of attachment to your interest, I considered that since it is impossible for me to send any Troops now to

your Court, it might be acceptable to you that I should assist Hussanally Khan in maintaining peace and good order in the said Cirkars that the revenues may be collected. I shall therefore cause your Excellency's Sannud to be published in the said Cirkars and have resolved to send a small Force from hence to join those at Masulipatam and Vizagapatam to assist in collecting the revenues. I hope by this means and with proper management a considerable portion of the revenues may be collected, a good and true account shall be kept as well by the said Hussanally Khan as by the persons I shall appoint for that purpose on my part, and after deducting therefrom the charges of the Troops and all other expenses, the Nett Balance remaining shall be disposed of as your Excellency shall please to direct, not doubting but that you will think reasonable to allow the Company one half; this is the best service I am at present able to do you. I shall be happy if it proves agreeable to you. More favorable times may enable me to convince you further of my attachment to your interest. Hussanally Khan will write to you fully of all matters. I must further inform your Excellency that as Nowab Anwerdeen Khan Bahadur had often written to me concerning your affairs, I thought proper on account of the friendship between us to invite him also to come to Madras that I might confer with him concerning the assistance of Troops you demanded. In the meantime the news of the War with Spain, and the orders from my King arrived as above, and obliged me to take the measures aforementioned, of all which the said Nawab Anwerdeen Khan is very sensible, and will write you fully.

E.

*Extract of a letter from the Right Honorable Governor in Council of Fort St. George.
To Richard Fairfield, Esquire, Chief of Masulipatam, dated 23rd September 1762.*

Having lately engaged in some measures from whence we hope the Company may reap considerable fruits, we shall here give you a full account of our motives inducements and intentions that you may be enabled to second our views upon the plan we have adopted.

You are not altogether unacquainted of the subject of a correspondence which has been held between us and Nizam Ally Khan; it may suffice therefore to say here that the point he chiefly pressed was that a Detachment of Europeans should be sent to his assistance and act in conjunction with his Army and tho' no positive promise was made of our compliance, yet some hopes were given him that we might enter into his views if a sufficient sum were advanced for the outfit of the Troops, and provision made for their future support. In consequence of these intimations, he empowered Hussanally Khan to treat with us on the subject, who (as you will know) repaired hither in July last; a few days before his arrival, we received from Europe the news of a declaration of War with Spain and instructions concerning an expedition to Manilla which hath accordingly been equipped; whatever measures we might have been inclined to pursue in respect to Nizam Ally Khan, the war with Spain and the expedition to Manilla put it out of our power to spare with prudence any Europeans for the purpose he wished to have them, and we were therefore on the point of dropping all thought of any further negotiations on that subject. When Hussanally Khan received from Nizam Ally and presented to us a letter from him to the President accompanying his Sannuds or grants for the five Cirkars of Condavid or Murtazannagur, Ellore, Mustphannagur, Rajahmundrum and Chicacole, in order that the revenues thereof might be applied to defray the charges of the Troops sent to his assistance; after what had passed in correspondence with Nizam Ally we thought it not altogether advisable to drop him suddenly and reject entirely his intended favor, lest the changes of circumstances might put it in his power to resent what he might construe an affront; we therefore sought a middle course and advised with Hussanally Khan, whether (considering the little benefit that accrues at present to Nizam Ally from those five Cirkars) it might not be more acceptable to him, if we should send a small force to endeavour to collect revenues and account with him for them, than if we were to return his Sannuds and declare our utter inability, to assist him at any rate, and Hussanally Khan has given us the strongest assurance that the former will without doubt be most agreeable, and he even thinks it will be favorably accepted; upon this we have founded our plan which rests much more on the good inclinations we expect to find in most of the Zemindars to put themselves under the Company's protection than on the force we intend to employ which at present consists of only one Battalion of Sepoys intended for this service

marched from hence the 21st Instant, under the command of Captain Blake whole is directed on his arrival at Masulipatam to put himself under your orders.

The plan we have adopted seems so extensive and the execution of it so important, that to give you full and clear instructions for your conduct in every respect would require a much greater knowledge of the particular circumstances and connections in those Cirkars than we are Masters of, and indeed, as we do not mean to support the right received from the Sannuds by force of arms, being unable to do so effectually, the Prosecution of the design or the desisting from it will depend upon the inclinations and behaviour which the several Zemindars may manifest on the publication of the Sannuds; our instructions to you therefore at this time can only be general.

For your further information on the subject, we enclose the following papers:—

No. 1st. Translation of a letter from Nizam Ally Khan.

„ 2nd. Do. do. do.

„ 3rd. Do. of Sannuds for the five Cirkars.

„ 4th. Do. of the President's answer to the Nizam Ally's.

„ 5th. Copy of a representation from Hussanally Khan, containing some account of the constitution of the Cirkars, the rents at which the several districts were left last year and the balance due thereon, the rents which he thinks they may be let at the present year and his opinion of the characters of the several Zemindars.

„ 6th. Translation of letters intended to be sent to the several Zemindars.

You will observe by the Sannud No. 3 that certain villages in the Cirkar of Ellore, Mustphannagur, and Rajahmundrum are excepted from the grant, being allotted as Jagheer to Hussanally Khan, he is therefore to have the entire management of them, and you are to protect and support him therein as far as may be consistent with the measures which you may find it necessary to take towards procuring and establishing a general good in the Cirkars, which is to be the immediate object of your attention; on the other hand if Hussanally Khan should be able to give any assistance, we expect it from him and you will apply to him accordingly; and as he is a very intelligent man and seems perfectly well acquainted with the constitution and custom of the Cirkars, we recommend to you to advise with him on all mutual occurrences, but we would have you nevertheless be guided by your own judgment after comparing his opinion with other circumstances, for as he is immediately interested by his own Jagheer that doubtless will be his first care; from what we have just said you will observe that Hussanally Khan is not in fact to have any power or authority in the management of the Cirkars, but as he has been empowered by Nizam Ally Khan to negotiate this affair, as it is upon his opinion that we have proceeded thus far, and as he possesses a large Jagheer by Nizam Ally's grant the well being of which is in a great measure dependant on a due obedience to the Company's authority in the Cirkars, for these reasons it is proper that a particular attention and respect should be shewn him.

On perusal of the President's answer to Nizam Ally, No. 4, you will find our instructions to be first that all the charges of the Forces employed in the Cirkars, (including your Garrison at Masulipatam and the said Military at Vizagapatam) with all other expenses attending the management thereof, should be paid and deducted from the Revenues that may be collected, and that the Net Balance be then divided between Nizam Ally and the Company, you will therefore take care that proper and just accounts be kept both of the Receipts and Disbursements, and when you inform us what assistance you shall want for that service, you shall be supplied accordingly; as it is possible Nizam Ally Khan might conceive some jealousy of our intentions, we think it proper (at least till we see what turn this affair will take) to let Hussanally Khan have the particulars from time to time of your Receipts and Disbursements.

Although we refer you to Hussanally Khan's account, No. 5. of the constitution of the Cirkars, their present value, &c., we mean it only as the best information we can obtain and not as a rule for your government, nor do we mean that any of the Districts should be let out until we see that the publication of the Sannuds is well received, and in consequence thereof that you shall

have had time and opportunity to inform yourself, and as how far Hussanally Khan's representation may be taken as a guide, we therefore recommend this inquiry to your serious attention.

The 6th Paper we refer you to, is translation of letters intended to be sent to the several Zemindars, you will find the originals with a List of them also in the Packet, we could wish further force would be conveniently sent to Rajahmundrum at the same time, or even before the abovementioned letters are distributed, but as the Battalion of Sepoys which marched from hence the 21st Instant may occasion too much delay should you wait their arrival, we leave it to your judgment either to do so, or to distribute immediately those for the Cirkars of Ellore, Mustphana-gur and Rajahmundrum and when you do so, it would not be amiss if each letter were accompanied with one from yourself, intimating that you are appointed by us to inquire into and report to us the state of those Cirkars and promising favor and protection to those who pay a due obedience to the Sannuds, and as soon as the Sannuds are made public, the English Flag must be hoisted at Rajahmundrum and other places where the Sannuds are acknowledged, but as to the Cirkars of Condauid and Chicacole, it is proper to proceed with greater caution.

To

F.

CONDREGULA JOGY PUNTULOO.

Upon the recommendation of Mr. Pybus, you are appointed to proceed to Nizam Ally's Court, and to negotiate with him regarding the Company's renting the Cirkars of Ellore Must-phannagur Rajahmundry Murtsannuggur and Chicacole, for which purpose you are carefully to observe the instructions now laid down for your conduct.

On your arrival there, you will present to Nizamally and his Dewan, the letters addressed to them from me and Mr. Pybus as also the presents that may be delivered to you.

As soon as you are able to procure a favorable opportunity of entering upon the matter of your negotiations with Nizamally, you will inform him of my desire of renting the Cirkars on the Company's account for any number of years, and that I will engage to pay annually into his Treasury with sure security such certain sum as shall be agreed on.

Though he may be inclinable to hearken to our proposals, it is most likely that his demands will at first be very extravagant. It must therefore be your business to prevail on him, to lower them as much as possible by representing to him the small advantages he has received from these Cirkars or can expect, from their troubled and unsettled state, the considerable force, length of time and great expence that will be required to reduce them to due subjection, and the number of troops that must continually be maintained to keep them in order, that Rajahmundry must be regularly besieged and the little probability there is of the Company's having any profits for the Cirkars of Chicacole and Moortsan Nuggur (which are the two most considerable on account of the former being possessed by the Vizaram Ranz and the latter by Basalt Zung, who are both very powerful and will no doubt exert themselves to the utmost to prevent their being reduced to Nizamally's obedience); with patience, time and a proper force, the Chicacole Cirkar may be settled; but with respect to Basalt Jung's Jagheer it were better this could be accommodated by the Soubah himself by giving him some other country, as the Company would willingly avoid engaging in disputes with any of his family, but should the Soubah continue to insist on his brother's going up the Cirkar in question without an alternative, we will endeavour to oblige him. You are in short, to make use of every argument which you shall think, may induce him to let them at the most reasonable terms.

If Nizamally should seem willing to enter into these measures, you are authorized to offer him five Lacs of Rupees down at the delivery of the Sannud and ten Lacs more if absolutely required in the course of the first year and Fifteen Lacs more for every year after to be paid into his Treasury in Sowcar bills free of all deduction so long as the Company shall rent them; this is the most we can authorize you to offer and the lower you can reduce the better, the more agreeable they will be to us. At first you are only to offer Five Lacs in ready money for the first year; afterwards as you see necessary, you may add Five Lacs more to be paid in the course of the year and not exceed that sum but as occasion may require, all the above sums must be stipulated to be paid in Madras Pagodas at the rate of 4 Rupees per Pagoda.

You may represent to him this is much more than he has received clear from the revenues of these districts and though others may make him larger offers, he must be well acquainted from long experience what little dependence is to be placed on their promises; or how little able they are in comparison with the Company to support his authority in these countries; that he will have no trouble in settling with the deceitful Zemindars and renters, but will be at a certainty with regard to his annual income from this part of his extensive dominions.

Sensible of the influence that ready money has in negotiations of this nature, you will have sent, in due time, your bills for the five Lacs of Rupees or Pagodas 1,25,000, which we propose paying one month after the delivery of the Sannuds, and as it will be necessary to gain over his Diwan to our interest, you are empowered to offer him a Lac of Rupees or Pagodas 25,000 on his getting this affair settled, a bill for which will also be sent you.

I need not say how necessary it is that these your instructions should be kept a profound secret.

Mr. Pybus will take care that you are fitted out in a proper manner and that all your necessary expences are defrayed.

You will inform him from time to time of the progress you make in your negotiations, in which I wish you success.

Fort St. George.

13th November 1764.

Your's &c.

(Signed) ROBERT PALK

G.

Sannud to Nowab Hussanally Khan from the Governor in Council of Fort St. George, dated 20th June 1766.

Whereas by the Articles of agreement entered into with Hussanally Khan bearing date 22nd and 25th of February 1765 the said Hussanally Khan did for the consideration therein mentioned, engage to deliver over to the united English East India Company the management of the Cirkars whenever it should be demanded, and whereas in consequence of the Royal Phur-maund granted by the King Shah Alum Padshah Gazy Abdul Muzphur Jallaluddeen to the said United English East India Company of the five Northern Cirkars the said Hussanally Khan has delivered over the management of the said Cirkars into our own hands for and on account of the said Company; now be it known unto all men by these presents that we Robert Palk, Esq., Governor of Fort Saint George and of all the Forts Factories and places subordinate thereto, President of the Council whose names are hereunto subscribed, taking into consideration the said agreement and the great assistance the said Hussanally Khan may afford us by his influence with the several Zemindars and his knowledge of the country, do hereby give and grant as Jagheer unto the said Hussanally Khan the Districts of Tatipa-coah and Paroor, exclusive of twelve villages belonging to the former and one to the latter in the Company's possession, which said Districts the said Hussanally Khan is to have the sole management of and to receive for his own use the rents and benefits arising, from them from the time we took the management of the Cirkars into our own hands so long as he shall continue firm in the interests of the said Company and shall exert his utmost endeavours in assisting us in settling and keeping the said Cirkars in peace and quietness, and as a further encouragement to the said Hussanally Khan and to give him the greater weight and influence with the Zemindars and others, we do hereby moreover grant unto him the management of the District of Velloor Saumtoo and Doovah and Etcotah for the rents and Revenues of which he is to account with the said Company to whom the said rents and revenues are to be punctually paid as received by him from the different renters. In witness whereof we hereunto set our hands and seal of the said Company in Fort Saint George, this 20th day of June 1766.

(Signed) ROBERT PALK.

CHARLES BOURCHIER.

SAMUEL ARDLY.

JOHN CALL.

GEORGE STRATTON.

GEORGE DAWSON.

JAMES BOURCHIER.

Extract of a letter to the Right Honorable Governor in Council of Fort Saint George, addressed by the Chief and Council of Masulipatam, dated 30th September 1771.

By the copy of the letter from Hussanally Khan's eldest son, that accompanied ours to you of the 16th you would be informed of his sentiments with respect to the Jagheer that was held by his father. Far from imagining that it was to be taken from them at his demise, they seem firmly to have believed that it was a provision granted by the Company for himself and his offspring. They never could conceive, that, in the evening of life and with a sickly constitution, he would stipulate for maintenance, merely for his own convenience, and have a numerous family exposed to want and misery. Hussanally was a man of acknowledge understanding, a tender husband and an affectionate parent, and we may therefore very reasonably suppose that he understood that his Jagheer was to descend to his posterity, or would have endeavoured to provide for them by some other means. It however appears that what they may now receive for their support must be ascribed to the Company's bounty. We have not a copy of the Sannud for his Jagheer, we observe in the agreement made with him at Madras, bearing date the 22nd February 1765 that he is promised a proper establishment but it does not inform us, whether a perpetual or personal one. We are aware it may be said that the agreement we have mentioned was previous to our obtaining the Emperor's Phirmaund for the Cirkars, that those Phirmaunds superseded whatever other measures we had concerted for procuring them; and dissolved the engagements and connections we had formerly entered into about them whether with the Soubah or Hussanally; but it must on the other hand be confessed, that it is to him we owe the first idea from whence proceeded the operations that led us to the possession of them, and that after the Phirmaunds were obtained and published, he was not only instrumental in settling the country but in effecting an accommodation with the Soubah and thereby preventing a war with which we were threatened by him supported by the Marattas. Herein he undoubtedly shewed his attachment, and was of essential service

Your Honor, &c., are pleased to desire us to give you our opinion what would be an equitable allowance for the maintenance of his family supposing them to be continued in the management of the countries he rented or otherwise; but before we proceed to do this it is necessary to lay before you some other pretensions to his Jagheer.

The President and Council having in the beginning of 1766 determined to take possession of the Northern Cirkars by virtue of the Phirmaunds transmitted to them by Lord Clive, as Hussanally Khan would thereby be deprived of all power and authority as well as profit and advantage, they resolved to grant him a pension of a Lac of Rupees per annum to be paid out of the Revenues; this resolution was communicated to him by the Chief Mr. Pybus, but he was not at all satisfied with it, and particularly objected to pecuniary allowances, as being an unusual method of providing for men of rank and derogatory to his honor. Notions of honor depend upon manners and customs, the President and Council yielded to his and consented to let him enjoy the amount in land; they granted him the Districts of Tantipaucah and Paroor. The Zemindary or tribute whereof being judged equivalent to the sum we have mentioned it was estimated by Hussanally at Madras Pagodas 23,700, by General Cailland and Mr. Pybus at Madras Pagodas 30,000. The District of Tantipaucah belonged to the Rajah of Peddapore, Paroor to the Rajah of Muglatoor.

The Zemindaries are no other than Feudal Districts for which the Rajahs who are the Proprietors of them, pay a tribute to the Government, in proportion to their value, and, if called upon, ought to attend in time of war with a certain number of their Troops. The present Zemindars (we mean the principal ones) are descendants of those families who enjoyed the same Districts, under the first Mahomedan conquerors, and afterwards confirmed to them by Aurungzebe. They are naturally proud and much attached to their possessions. It must therefore have been with great grief and vexation that Trippeterauze and Tonnerauze see a part of the estate severed from them and put under the dominion of Hussanally. The Peddapore Rajah positively refused to yield Tantipaucah, he demanded to know for what misdemeanour, or under what pretext it was taken from him. There was no other reason to be assigned, but its being the will and pleasure of Government and it was necessary to have recourse to force, before he could be brought to a compliance.

From the sum agreed to be allowed Hussanally for a pension for the sum whereat those Districts were estimated is evident that, the President and Council meant only to relinquish their tribute with the supposition, that the Zemindars would enjoy the remainder of their produce, in the same manner as the other parts of their Zemindaries, but contrary to this intention Hussanally took the whole.

Soon after Hussanally had got possession of Paroor he represented to General Cailland and Mr. Pybus that the villages of Tantepaucah and Waddrasoopillie belonging to the Mauglatoor Rajah and in the Cirkar of Ellore did formerly appertain the District of Tantepaucah, in the Cirkars of Rajahmundry. General Cailland in consequence hereof wrote the Muglatoor Rajah, ordering him to deliver them up, which accordingly he reluctantly complied with. We know not from whence Hussanally derived this claim; the villages are not in the same province with the District, the District and villages belonging to different persons, and had such claim been authentic, it is by no means probable that the Rajahs of Peddapore would quietly permit Trippeterauze and his Predecessors to enjoy them, undisturbed.

It may doubtless seem surprising that no public remonstrance was ever made by those Zemindars, setting forth, the true state of the case. But when we consider the diffidence and confusion that generally prevail in all countries, during a revolution of Government, how much there must have been increased by the difference in our manners, customs and language from those of the inhabitants, the great ascendancy that Hussanally was then supposed to have over our conduct, and that the Cirkars were immediately put under his management, when we reflect upon these circumstances, our wonders must abate, but it may also appear extraordinary that at the expiration of his term of management they did not remonstrate then. The belief that the Cirkars would be again let out to him, and the influence he was still supposed to retain undoubtedly prevented it, for we know of no other cause, as a proof of which during the course of his management he prevailed upon some of the Zemindars to grant him some of the villages rent free and other at a rent much inferior to their value, and even these, they have only resumed now; the news of his death no sooner became public than Immerauze and Trippeterauze ordered their Vakeels to wait upon the chief and present their grievances and pretensions; they have since wrote to him themselves, copies of their letters are enclosed.

Having now communicated to you the expectations of Hussanally Khan's family with respect to the Jagheer he lately enjoyed and likewise the claims of the Zemindars from whose Estates that Jagheer was taken, we shall take the liberty to offer our opinion upon the subject; it remains with your honor, &c., to determine.

Humanity and the honor of our Government require that the family of Hussanally should be decently provided for, Vellore Samutoo and Doovah are the only countries, that were rented by him from whence he received any advantage, he paid ten thousand Pagodas for them and let them out for thirteen, but never received more than twelve. Bandarmalanka and Sacanatapillee, and Ramasaram, he let out to Caumanjee Juntoloo for 225 Pagodas per annum less than he agreed to give for them to the Company. He has left two wives, twenty-six other women called by the Moors Nickakhies, five sons and ten daughters, and one of his wives is now pregnant, besides these there are many male and female relations and dependents, who have been long supported by him; he also allowed many considerable pensions to distressed families, but these we resign to the care of Providence and confine ourselves to those whom decency and decorum forbid being discharged; after their members are reduced as much as possible, they will amount including servants to about three hundred souls, and we think they cannot with any degree of comfort be maintained for less than 1,500 Pagodas per mensem, but instead of giving an allowance we beg leave to recommend that the eldest son be granted the villages a Walloor Samatoo and Doovah and the havily lands of Mustphanagur which would be more honorary and more agreeable. We have examined carefully into the value of the former and can assure you with certainty that if the inhabitants are allowed their proper share of the harvests, they cannot produce more to the Proprietor of them than 13,000 Madras Pagodas per annum; the latter are let to Mulloo Pundut for 5,500, who may continue renter of them until the expiration of his cowl, paying the rents to Hussanally's family.

The cause for which the Districts of Tantipauca and Paroor and the villages of Tantipauca Wadoroopillie were taken from Tonnerauze and Trippeterauze no longer exists; justice which is

the declared ruling principle of our Government, demands that they be restored and we think they cannot be withheld, without manifestly contradicting, what we have on all occasions professed to wit, that the Company will preserve to the Zemindars all their rights and privileges, that they do not wish to deprive them of any part of their possessions, but only want a fair and just tribute in proportion to their value.

Should your Honor, &c., be pleased to coincide with us in opinion and adopt what we have recommended, Hussanally's family will thereby be decently provided for, the Zemindars will have what is really their own restored to them, they paying a proper Jammabundy, the disgust which they conceived on account of their being deprived thereof will be removed, and they as well as the Inhabitants of those countries in general will have a very convincing proof of our humanity, justice and moderation.

I.

Translation from the original Last Will of the Nawab Cootobuddowlah, Hussanally Khan, deceased the 1st Zycadiah 1184 Hegera.

A WILL.—That from ill health and a thousand violent disorders, I am much reduced, although by the assistance of God, I am recovering yet who can trust to life, wherefore I have appointed the eldest of my sons, Mizah Zyen Ull Abadeen *alias* Saubahan Bauksh in my place and as my Administrator, that after me the house, the Estate, Effects and all my property the Jagheers the villages, &c., and every other thing moveable and immoveable belonging and in my possession, all which and every of them belongs to my said son, I have with my soul and heart bestowed on him, none can have any claim thereto, the younger brothers should always remain obedient to him, without making cause or claim to any thing, my son is to maintain every one of them and their sisters and the whole families and Dependents; should any of my sons according to customs among the *Petibance* demand from Meerzah Zyen Ull Abadeen his inheritance, it is not advisable because the name and reputation I have gained will not remain; having left the Society of God (means some great personage) and became a friend to English Company, I have from zeal and well wishes obtained the way to live upon, from hence we should not go to another place, I have been censured by the Presence as a Traitor for having become a friend to the Company; should God please by the Mediation and intercession of Nawab Rackmuddowlah or Jafferced Dowlah, a message should be sent to the Presence that this censure should be taken away from me; in order to perform the pilgrimage you should in my stead get a person of probity, and honor, and send him. The debts due by me you are to pay out of the income of the Jagheer &c., and as my son Meerza Zyen Ull Abadeen is still under age, during which time, and until he attains the age of maturity, I have appointed my benevolent friend Nawab Jaurant Jung Bahadur, Executor and Protector, who is to have the care and circumspection of all transactions relating to my household and Jagheer, &c., and by the blessing of God, after Meerza Zyen Ull Abadeen arrives at the age of maturity the whole of my Estate moveable and immoveable are to be delivered to him. Thus done and dated, Signed Cootob Ud Dowlah Hussanally Khan Bahadur Interzam Jung; Witnesses, Signed, Syed Naja-but Khan, Sealed, Humsheerr Begum, Signed Afra Syab Jung, Signed Mahommed Khan Sultan, Signed Assaud Ally Khan, Signed Ally Nakee, Signed Sadeck Ally Khan, Signed Mahommood Ismayee.

A true translation as near as can be by

(Signed) Wm. LEWCOCK,
Persian Translator.

J.

Translation of a letter from Alexander Wynch, Esquire, Governor of Masulipatam, &c., Cirkars.
BENEVOLENT SIR,

Meerzah Zyenull Abadeen. May he be safe.

With great pleasure I make manifest that the Governor and Council of Madras, have written to me and to the Council here that the sum of twenty-five thousand nine hundred and

seventy-four Pagodas should be paid to the aforementioned benevolent friend every year from the year Fuzli 1181 in lieu of the Jahgeer of one Lack Rupees for his maintenance and that of the other dependents of Nawab Cootobuddowlah deceased, and that he shall continue to receive the said sum and remain in tranquillity and happiness, 1st of the moon Ramzan 1186 the Hizira answering to the 5th December 1771.

K.

Extract of a Letter from the Chief in Council of Masulipatam to Government, dated 5th January 1788.

We have also the honor of forwarding copy of a letter from Mr. Scott as agent for the family of the late Hussanally Khan, together with copies of statement of their debts delivered by him to us; the amount of those debts exceeds what we should have expected and even the amount of the pension due by the Company to this family, but as the interest specified in the bonds is in general at the rate of 24 per cent per annum, we conceive that if Government are inclined to interfere between the family and their Creditors for the benefit of the latter that it would be justifiable to abolish all interest in the same manner as has been done in respect to what Mr. Scott distinguished by the name of old debts as a continuation of interest even at the legal rate of 12 per cent per annum, which the family do not receive any interest upon the arrears of the pension due by them would prevent the debt being discharged in a very long course of time from any fund that Government might think it proper to set aside for that purpose; if any of the Creditors should refuse to come into those terms, such might be informed that Government would decline interfering for their relief while the property of the others might be secured to them by the Company's Bonds to be discharged out of the arrears, which would relieve the family from the importunity of their Creditors; Mr. Scott has suggested the probability of a premium having in many instances been deducted from the principal when the money was first lent which may have increased the amount of the debt without any advantage to the family who might, during their distress for money for the subsistence, be induced to consent to borrow on any terms.

You will have observed by the papers formerly transmitted to you under date 22nd March what the pretensions and claims of the several sons, relations and dependents left by the late Hussanally Khan; we shall only observe therefore that the establishment of specified allowances for each individual appears to us to have been impolitic in the first instance and that it would have been better if there had been only one acknowledged representative of the whole, obliged however to make such allowances to the others as might be deemed suitable, and that such representative should have been considered as the only person entitled to have borrowed money during the time the payment of the pension was discontinued;—as we conceived, under those circumstances the amount of the debt might have been considerably less at present, each of the sons endeavour to support the estate and equipage of the Nawab and relying on the Company's bounty seek no means of employment; this we think ought to be discouraged lest the evil should increase by giving them to understand that their present support from the Company may be only temporary; from being grown up to manhood, it is probable that they may each of them have families, and under such circumstances it appears to us the more indispensable that there should be one established authority, for under the present system, their families would become an additional burthen upon the Company; we should suppose that if the Jagheer conferred on the late Hussanally Khan has not been resumed, it would have been continued in the name of his eldest son only, and upon this principle that the pension granted in lieu thereof may be considered in the same light. We should conceive that the Company should have discharged every obligation for services done them by Hussanally Khan, if they supported his representatives in independence and that his other sons-in-law, &c., ought, by seeking employment elsewhere to render themselves useful Members of the community instead of being supported in affluence and idleness at the Company's expense, and constantly disturbing the peace of this settlement with their disputes about the division of the pension granted to the family. We submit these reflections, but for your consideration as you have better opportunities than us of knowing the custom of Mahometans in such cases.

We shall only add further that whatever sums may in future be appropriated for the subsistence of the family and the payment of their debts, that all persons should in our opinion be given to understand that if they lend or advance them money under any pretence without authority, they are not to expect any assistance will be given them by Government for the recovery of such debts and that the pension granted by the Company will not be considered liable to discharge any mortgage or Tanka upon it from this time.

L.

To the Honorable Josias Dupre, Esquire, President and Governor, &c., Council of Fort Saint George.

HONORABLE SIR AND SIRS,

After reflecting on the present distracted state of the family of the late Hussanally owing to there being no proper person to Superintend and direct it, and on the situation of the several Creditors with respect to the sum owing to them from his Estate, we thought it in some degree a duty incumbent upon the Government to adopt a method for the care of the family during the non-age of the eldest son, and for the payment of the several Creditors the sums that may be justly owing to them, at least that it would be proper for it to do so, we have accordingly committed to writing such measures as appeared to us best calculated to answer those purposes which are contained in the accompanying papers and which we beg leave to submit to your consideration.

We are with much respect,

Honorable Sir and Sirs,

Your most obedient humble Servants,

(Signed) A. WYNCH.

" EDWD. RADDON.

" QN. CRAWFORD.

MASULIPATAM,
10th February 1772. }

The Nawab Hussanally Khan, died at Nagarum the 27th August 1771, leaving one son and five daughters born in marriage, and four sons and daughters by women of a second degree of marriage Nekah, has also wives, seven Nekakhees, 20 Concubines and many relations and dependants, who had been maintained by him, and had no other way of living but through his means.

At the time of his death he was indebted to the Company Madras Pagodas 36,279-1-70 and to sundry Soucars and other persons about Madras Pagodas 85,000; there was then owing to him by Zemindars on account of the Zamnabundy of the Cirkars during the time he rented them from the Company Madras Pagodas 87,197-26-35 and it is imagined that upon examination of his accounts some trifling sums may be found to be owing to him by others. He left two ships, one laying at Coringa, in a very bad condition, one freighted to Sultan Mahomed, Coringa and gone on a voyage to Bengal, and a sloop also freighted to Bengal, he did not leave any ready money; and such Jewels as he was possessed of which were but of little value were pledged to one of the above mentioned Soucars in Security for the money he had borrowed.

The President and Council of Fort Saint George, appointed his family a Pension of a Lac of Rupees per annum to commence with the year of Fuzli 1181, that is at 25th September 1771, the family wanted a provision to be made for them in land, and being disappointed therein by having the abovementioned pension appointed to them to be paid in money, and at the same time being entertained with hopes that they might still obtain their first object have not yet applied for, or received any part of the pension; the children being young and the family without a person of authority and prudence to Superintend and direct it, is at present far from being in good order, and likely to be soon in great confusion unless means are taken to prevent it.

It is proposed that the Company as the Government in these parts do by means of their servants at Masulipatam, take upon them the care of the interests of the family until Hussanally's eldest son arrive at such age as to be able to judge, and act for himself, and also the care of having the several Creditors paid, what may be justly owing to them, which points, it is thought may be executed in the manner following.

1st. The Company will collect the balances owing to Hussanally's Estate, by the Zemindars, and after having received the amount of the debt owing to themselves, it is proposed that the surplus be paid into the hands of Soucars for the benefit of the other Creditors.

2nd. It is proposed that the family be immediately, that is at first of next month, regulated agreeable to the establishment, and method contained in the annexed paper and that, this establishment shall until such time as Hussanally's eldest son Zain ull Abdeen Khan shall be of a proper age to judge and act for himself that the money arising from the pension exceeding the amount of the expenses of the family as expressed in the annexed paper be paid and lodged with Soucars, for the benefit of the Creditors.

3rd. That the Vessels, Horses, Bullocks and such other effects as may not be wanted for the family be sold as soon as possible and the produce paid to Soucars for the use abovementioned.

4th. That the Chief and Council shall endeavour to ascertain, the exact sums owing to the several Creditors (excepting that owing to the Company which is already known) by examining the late Hussanally's accounts and by such other means as may appear proper for attaining this information; that they cause a bond to be given by the family to each Creditor for the amount of the sum owing to him, bearing interest at 8 per cent per annum from the time of Hussan's death, or without interest, and that they cause the Creditors on their parts to give a paper to the family acquitting the Estate of the late Hussanally of all demands, excepting such as the said bonds may entitle them to, upon any account or transaction whatever preceding the dates of these bonds. That in January 1773 an impartial and equal dividend be made to the Creditors in proportion to the sums owing them of the money that may then be in the possession of the Soucars, agreeable to what is above wrote, and that the same method be observed the beginning of each year, until the whole debts are paid.

By the methods and means proposed under the above four heads, and by those contained in the annexed paper, the family will be kept in decency and good order, the Creditors will be paid what is owing to them, Hussanally's son will be properly educated and the eldest when he comes of age, will find himself free and disembarassed.

Establishment proposed for the family of the late Hussanally Khan, during the minority of his eldest son.

Pay and Allowances.

Secco Nazaput Khan..... M. Pagodas 100 per month.

He is to Superintend the whole family and all the servants.

are to obey his orders.

Sultan Mahomed Khan..... 50

Meer Assud Ally Khan..... 50

Meer Fazullah Khan..... 50

He is to act as Tutor to Hussanally's sons and to Superintend their education....

Sadac Ally Khan..... 25

He is to Superintend the buildings that they not fall to decay, but be kept in good order.

Meer Hussain Khan..... 8

To Superintend the Gardens,...

Meer Hussain Khan..... 20

To Command the Sepoys.			
Ally Yaar Khan.....	.....	.....	20
Mahomed Tuckey Khan.....	.....	.....	25
Mahomed Ajeen.....	.....	.....	5
Meer Phukur-ud-deen (School Master).....	.....	.....	10
Seevajee Pundit; Vakeel.....	.....	.....	30
Vencataram Pundit.....	.....	.....	14

Head Account Keeper.

Ramachund, Writer.....	.....	.....	10
Yallamerauze, Keeper of accounts of daily disbursements.			
Kistnaje (Moonshee).....	.....	.....	7½
3 Choubdars.....	.....	.....	5½
6 Kismutgars.....	.....	.....	9
2 Tent Keepers.....	.....	.....	3
6 Dooly Bearers.....	.....	.....	7½
16 Palankeen Boys.....	.....	.....	21
10 Nackarah People.....	.....	.....	35½
7 Rocket Bearers.....	.....	.....	10
6 Musquet do.....	.....	.....	7½
4 Gunny Keepers.....	.....	.....	5½
4 Daloyets.....	.....	.....	5
21 Gardners.....	.....	.....	20
4 Harcarrahs.....	.....	.....	6½
2 Washermen.....	.....	.....	3
1 Barber.....	.....	.....	1½
3 Torchers.....	.....	.....	3½
5 Cooks.....	.....	.....	6½
4 Havildars, 32 Sepoys.....	.....	.....	60½
10 Peons.....	.....	.....	11
2 Bricklayers.....	.....	.....	7½
2 Carpenters.....	.....	.....	6½
For an Elephant including their keepers.....	.....	.....	30
For 8 Hackery Bullocks with keepers.....	.....	.....	16
2 Horses.....	.....	.....	12
3 Puckals.....	.....	.....	6
For Victuals for the women and children, and for sundry charges that may occur including cloth for Zain Oll Abdeen Khan.....	.....	.....	150

ALLOWANCES, WOMEN.

The Nawab's first wife for cloths and servants.....	.....	.....	50
The 2nd wife for do do .....	.....	.....	50
For do for her five daughters.....	.....	.....	50
			100
Nagunnah Neckahee for cloths and servants.....	.....	.....	10
For two sons.....	.....	.....	15
			25
Dawnah Neckahee.....	.....	.....	10
For her two sons.....	.....	.....	30
For her two daughters.....	.....	.....	20
			60
Manook Neckahee.....	.....	.....	10
For her daughter.....	.....	.....	10
			20

Luckamy Neekahee.....	.....	.....	10
Goolpalam do. ....	.....	.....	10
Do. for her daughter.....	.....	.....	10
			20
Sandut Bawn Neekahee.....	.....	.....	10
20 Wenchcs that were kept by Hussanally for their cloths at 2½ for each.....	.....	.....	50

Pensions.

To the Begum Hussanally's sister-in-law.....	.....	.....	20
To Missry Beebee the mother of his first wife.....	.....	.....	15
To do second do .....	.....	.....	15
To Bagum Pauny widow of Abdul Ally Khan living at Ellore.....	.....	.....	5
To widow to Mirzah Hussain Dady Khan.....	.....	.....	3
To Saib Bagum widow of meer Abdul Phazool Khan.....	.....	.....	5
To widow of Meer Hasly Khan.....	.....	.....	6
To Bagum Saib widow of Augah Mohadoo.....	.....	.....	6
To Ajee Saib daughter of Meer Abdul Cassim.....	.....	.....	1½
To widow and sisters to Phuzally Rycawn.....	.....	.....	5
Expences at the Nawab's Mosque at Nagarum.....	.....	.....	25

1,358½

M.

To

ALEXANDER WYNCH, Esq.

Chief and Council at Masulipatam.

GENTLEMEN,

We have received your letter of the 10th Instant and entirely approve of the method you propose for the provision of Hussanally's Family, the discharge of his debts and making a proper establishment for his eldest Son when arrived at years of maturity.

Fort Saint George.
16th February 1772.

We are

Gentlemen

Your affectionate Friends,

(Signed) JOSIAS DUPRE,
&c. in Council.

N.

▲ List of Monthly Allowances proposed to be paid in future to the late Nabob's family by young Nabob.

Sobanbux the Nabob's eldest son born of the Begum Saib...	250	0	0
Satulla Cawn the second son.....	100	0	0
Cauzmally the third son born of Downa Beebee.	100	0	0
Jaffer Saheb the fourth son born of do and adopted by Humsheera Bagum the Nabob's eldest sister....	100	0	0
Nazamudden Ally the fifth son born of Sadbana.....	100	0	0
The Nabob's eldest Widow.....	70	0	0
The Bagum Saheb the late Nabob's second widow...	200	0	0
Downa Booboo the Nabob's third widow....	35	0	0
Sutho Banoo the Nabob's fourth do	15	0	0
Humsheera Bagum the Nabob's eldest sister....	50	0	0
Meer Abdul Azeem Cawn son to Humsheera Bagum.	50	0	0

The Nabob's first widow's mother...	10	0	0
Do second do do	10	0	0
Baub Saheb widow of the Nabob's eldest brother...	10	0	0
Nicca women...	40	0	0
Meer Fauzalle Cawn the late Nabob's brother-in-law...	60	0	0
In Nabob's Maceed at Nagarum...	25	0	0
Sultan Mohomed Cawn the late Nabob's brother's son-in-law...	22	23	0
Assadally Cawn 2 do. do. do.	22	23	0
Meer Gulam Rajah...	15	0	0
Meer Issac son-in law to the Nabob...	30	0	0
Meerjah Raza... do. do. do	30	0	0
Julliala Cawn son-in-law to the Nabob...	25	0	0
Meerjah Museeh son-in-law do	25	0	0
Meerjah Paizulla do. do	15	0	0
Mahomed Tuckey Cawn...	20	0	0
Meer Fuckruddeen Cawn School master...	12	0	0
Meer Hussain Cawn...	10	0	0
Meer Kissar commandant...	15	0	0
A Vakeel...	35	0	0
An Accountant...	15	0	0
Account keeping Conicopoly	10	0	0
Fizzella Cawn an old Dependant	5	0	0
Mosun Ally Cawn	5	0	0
The Sepoys and Subadars	75	0	0
The Chobdars	12	0	0
The Kismedyars	15	0	0
Tent people	5	0	0
Mashalgees	6	0	0
Palakin boys	17	0	0
Nagarche peoples	25	0	0
Casbardars	6	0	0
Colour people	6	0	0
Clock Beaters	4	0	0
Daloyets	6	0	0
Gardners	20	0	0
Harcarahs	7	0	0
Washers	3	0	0
Barbers	3	0	0
Puckalls	6	0	0
Cooks	4	0	0
Toties	3	0	0
Elephant charges	25	0	0
Horses do	10	0	0
Bullocks do	10	0	0
	1,805	0	0

Received yearly allowances from the Company.....25,974

A village... 300

On account of a house in the Fort. 75

26,349

Deducting the yearly charges agreeable to the above list...21,660

Balance remaining to be applied to the discharge of the debts
contracted on account of marriages and for house repairs, &c....4,689

Extracted from the Minutes of Consultation 15th September
1779, and Signed by order of the Board.

(Signed) A. SCOTT,
Agent.

O.

Extract from the Minutes of Consultation of the 18th February 1788.

Read letter from the Board of Revenue received yesterday.

To Anthony Sadlier, Esquire, Chief &c., Council at Masulipatam

GENTLEMEN,

We have to acknowledge the receipt of your letter of the 5th ultimo, with its sundry enclosures.

Having taken into consideration the situation of the family of the late Hussanally Khan, we are desirous of relieving them from their present distress as much as circumstances will admit and of removing those complaints and dissensions among the different branches of the family which have hitherto prevailed.

For this purpose you will be pleased to direct Mr. Scott to assure the creditors that provided they will desist from their demands on the family, we shall when the Treasury is in a state to admit of the arrears of the pension being paid, think it reasonable to appropriate them in the first place to the discharge of their just claims, and as these loans were made without the countenance or sanction of the Company, we are of opinion that such assurances ought to be acceptable to the Creditors.

With respect to the current pension, in order to remove the complaints of the younger part of the family we would have the Agent pay to the different relations the respective pensions allotted to them in the list made out during Mr. Costsford's chief-ship, a copy of which was transmitted with Mr. Scott's report under date the 14th December 1786, but we are of opinion that the disbursement of all general charges should be entrusted to the eldest son as representative of the family

We are,
Gentlemen,
Your most obedient Servants,

FORT SAINT GEORGE, }
11th February 1788. }

(Signed) ARCHD. CAMPBELL.
JOHN HOLLAND.
CHARLES OAKLY.
DAVIS HALIBURTON.
GEORGE MOULRAY.

Agreed that the Agent for Hussanally Khan's family be required to lay before the Board a copy of the List of allowances agreed to be paid to the different members and dependents thereof in the year 1779, specifying therein such persons as may be absent or dead that the Board may give him such directions as are deemed necessary for carrying the orders of the Board of Revenue into effect.

Extract from the Minutes of Consultation of the 17th March 1788.

Read the following List of monthly Allowances to the relations and dependents of the family of the late Hussanally Khan drawn out conformably to that established in the year 1779, and specifying the names of such persons as have died since that time.

List of established monthly Allowances to be paid to the relations and dependents of the late Hussanally Khan according to the list agreed upon by the Chief and Council in the year 1779.

Saudoolah Khan the second son of Hussanally Khan by Naganah...	100
Cauzmally the third son by Downa Booboo.....	100
Jaffer Saib the fourth son by do	100
Najmooddeen the fifth son by Sadoobano.....	100
The eldest widow	70
The Bagum Saib mother of the eldest son	200
The third widow Dannah Booboo....	35
The fourth widow Saudoo Bonno....	15
Meer Abdul Hussan Khan son to the Humshera Bagum Hussanally Khan's sister.....	50
The eldest widow's mother... ..	10
Baubi Saib widow of Hussanally Khan's brother at Hyderabad...	10
Nicca women.....	40
Meer Fazalli Khan the brother-in law of Hussanally Khan...	60
Meerza Puzzy son-in-law... ..	30
Julfacally Khan son-in-law... ..	25
Meerza Mushce do.	25
Meerza Baubah do.	15
Meer Faukurruddeen Khan Schoolmaster.....	12
Meer Hussan Khan son of Humshera Bagum's husband.....	10

M. Pagodas..... 1007

The following persons included in the list of 1779 are since dead.

Humshera Bagum Hussanally Khan's sister has left considerable debts.....	50
The second widow's mother.....	10
Sultan Mahomed Khan and Assadally Khan brother-in-law of Hussanally Khan have left families who claim their allowances established at Madras Pagodas 22-23 each.....	45
Meer Goolam Raza brother to Meer Fazally Khan.....	15
Meer Isaac son-in-law of Hussanally Khan.....	30
Mahomed Tucky Khan the Bagum's brother-in-law.....	20
Meer Kissar formerly Commandant.....	15

M. Pagodas..... 185

Besides the above allowances the following to be paid.

The eldest son for his expenses.....	250
Servants of different descriptions Sibbundy, &c., &c.,.....	338
Hussanally Khan's Tomb at Nagaram.....	25
House repairs and contingent charges.....	100

M. Pagodas..... 713

The sum total of the above allowances amount to Madras Pagodas 1,905 per month or per annum to.....	22,860
Amount set aside for discharging the old debt.....	3114

Total annual amount of the pension... 25,974

The village of Hussanabadah rented for.	300
A House in the Fort do. do.	75

26,349

Agreed that the Agent for the family be directed in conformity to the orders communicated in the letter from the Board of Revenue, dated 11th ultimo, to pay the different relations the respective allowances allotted to them and the residue of the pension to the eldest son who is to have the disbursement of general expenses.

(Signed) ANTH. SADLER.

" JAMES HODGES.

" W. DOBBYN.

Extract from a letter from Robt. Clerk, Secretary to Government to Robert Malcolm Acting Collector in the 5th Division of Masulipatam dated 28th February 1795.

5 In regard to the disposal of the pension of deceased persons now claimed by Moobarak Ubdowlah amounting to Pagodas 292, the present and Council directs that the proportion be paid by the Collector to the surviving part of the family, when there is not, the amount must revert to the Company he reporting the sum so falling.

Letter from England, dated 19th August 1833.

Answer to Letter dated 11th October 1833.

31. In this letter you inform us that the proceedings in the Supreme Court in the case of Dekary Saib versus Intezamoddowlah have been at length brought to a termination and that a definitive judgment with full costs of suit has been pronounced in favor of the defendant. By this decree the authenticity of the Will of the late Nabob Roostumjah has been established and the second son Intezamoddowlah is recognized as head of the family and successor to his father's dignity.

32. Among the propositions sanctioned by us in our letter of the 18th August 1824 para. 89, was one for increase of the pension of the late Nabob Roostumjah from Madras Pagodas 381-9-0 to Madras Pagodas 500 per mensem. This sanction did not reach you till after the decease of Roostumjah, and it appears that in consequence of the dispute as to the succession you declined acting upon it until after the termination of the suit in the Supreme Court. You have now authorized the payment of the increased pension of M. Pa. 500 per mensem (subject to a deduction of Rupees 150 per mensem on account of his elder brother Cootobuddowlah) to Intezamoddowlah and you have referred to us the propriety of admitting his claim for the arrears from the 2nd October 1821, the date from which the increase was sanctioned by us to the 31st December 1830 the date on which he was placed in receipt of the increased pension. If Roostum had lived until our authority for the increase had been received by you, it would no doubt have been granted to him in arrear from the 2nd October 1821, and if he had been in the enjoyment of the full pension of M. Pagodas 500 per month at the time of his decease, there is no reason to doubt that it would have been continued without diminution to his successor in the situation of the head of the family. Upon these considerations, we authorize you to pay to Intezamoddowlah the present Nabob the difference between the amount actually paid to his father and himself and the increased pension of 500 Pagodas per mensem subject to the deduction of Rupees 150 per mensem as before mentioned from the 2nd October 1821 to the 31st December 1830.

33. The sum of Rupees 50,000 which we directed to be paid to Roostumjah the late Nabob in consideration of his being the head of the family has also been made over to the present Nabob Intezamoddowlah as the individual now possessing that character.

34. The Lac of Rupees which we authorized to be distributed among the brothers of the late Nabob on account of marriage expences has been, we observe, divided in the following proportions.

To Hussanally Khan son of Roostumjah's eldest brother...	Rs. 35,000
To Fedvee Hussain Khan son of the second brother	20,000.
To Doordana Beebee and Mahomed Alli Khan widow and son of the third brother.	23,000
To Nujjamuddeen, the fourth brother.....	25,000

35. Among the papers which accompany your letter is a memorial to us from Fidvee Hussain Khan complaining that a less share has been allotted to him than to the other branches of his family. As we did not direct an equal distribution of the Lac of Rupees among the four branches of the family and as it appears that the Collector of Masulipatam in proposing that the sum should be distributed in the above mentioned proportions was guided by the circumstances of each

family and by the number and expence of the marriages which have already occurred and may hereafter be expected to occur in each, we do not think it necessary to direct any change in the proportions which you have sanctioned.

36. We observe that on the application of Cootobuddowlah who it appears is residing in embarrassed circumstances at Hyderabad, you authorized the payment to him of the arrears of the pension of Rupees 150 per month from the date from which it was withheld on his entering into a written engagement to discontinue all further proceedings against his brother Intezamooddowlah on account of any supposed claims or grievances and that he declined to comply with the prescribed condition. As this pension is not a direct charge upon your Treasury but is deducted from the increased allowance of 500 Pagodas per mensem which we authorized in our despatch of the 18th August 1824 to be paid to the Nabob, we shall not object to the arrears being held in deposit and paid hereafter to Cootobuddowlah on his consenting to comply with the terms which you proposed for his acceptance.

(True Copy.)

R.

Endorsement upon Petitions addressed to the Collector of Masulipatam by Nazmut Dowlah Roostumjah Davoodalli Khan Bahadar Intezam Jung dated 20th October and 2nd December 1853.

Petitioner is informed that the Right Honorable the Governor-in-Council in accordance with the recommendation of the Commissioner for the Northern Circars have decided in minutes of consultation under date 30th February 1854.

1st. That Nazmuth Dowlah Davood Ally Khan eldest son of the late Intezamut Dowlah Razally Khan shall be recognized as the head of his branch of the family.

2nd. That a reduced pension of Rs. 1,183 per mensem be granted from the date of his father's demise for himself and dependents, leaving to him as the head of the family the management and distribution of that amount subject however to interference on the part of the Officers of Government in the event of the trust being abused.

(Signed) T. D. LUSHINGTON, Collector.

Masulipatam, Collector's
Circuit Cutcherry Aukeed.

28th June 1854

S.

REVENUE DEPARTMENT.

Proceedings of the Madras Government

Read the following Memorial from Nabob Nazmuth Dowlah Roostumjah Davoodalli Khan Bahader of Masulipatam.

Prays for the continuance of the pension enjoyed by his father and grand father, and for the restoration of the amount set apart } Here enter 28th July 1865.
formerly as marriage allowance.

Order thereon 29th August 1865, No. 2030.

In this memorial Nazmuth Dowlah the present head of the Masulipatam family enlarges on the services rendered to the state by his great grand father Hussanalli, and argues that the pension of a Lac of Rupees originally conferred on the family was meant to be hereditary. He requests that either the balance remaining out of the Lac of Rupees when the existing pensions have been paid to the other members of the family may be made over to him, or that at all events his share of the pension may be raised to the amount drawn by his father and he further asks that the accu-

mulated arrears of a portion of the Lac of Rupees which was set aside as a marriage allowance in 1778 may be given to him.

The Governor-in-Council observes that the questions as to whether the pension originally granted to the family was hereditary and as to whether any member of the family had a valid claim to the marriage allowance were decided in the negative by Sir Thomas Munro's Government in 1821. Since that time, the family stipends have been reduced on lapses in accordance with orders from the Court of Directors which are still in force and the Memorialist's pension was fixed in 1853, on a full consideration of all the circumstances that are now brought forward.

The Memorialist's requests involve a reconsideration of the decision of 1853 and as no new facts are brought forward and no change of circumstances has occurred to render such a reconsideration desirable, the Governor-in-Council must decline to allow the question to be re-opened.

(True Extract)

(Signed) W. HUDLESTON,
Acting Secretary to Government.

To

Nabob Nazmuth Dowlah Roostumjah
Davoodalli Khan Bahadar of Ma-
sulipatam.

T.

Proceedings of the Madras Government Revenue Department 25th September, 1865.

No. 509.

Read the following letter from Nabob Nazmuth Dowlah Roostumjah Davood Ally Khan Bahadar of Masulipatam.

Praying that the Governor may be pleased to take his reduced condition into consideration, and grant him redress by restoring to him the reduced portion of his father's pension with arrears and by paying him the amount of marriage fund in the hands of Government.

(Here enter 14th September 1865.)

Order thereon 25th September 1865, No. 2309.

1. The Government observe that the petitioner is mistaken in supposing that the decision of the Court of Directors in August 1835, was not taken into consideration in 1854, when the amount of petitioner's pension was settled by the then Government. The contrary is the case, and this being so, the present Government see no sufficient reason for them now to re-open the question.

2. They have already disallowed petitioner's claim to the balance of that portion of the original allowance which was set aside to provide a fund for the marriage expences of the younger members of the family.

(True Extract.)

(Signed) W. HUDLESTON,
Acting Revenue Secretary.

14

287

Rev.

98-23 Church St
MA 02106-2177

N^o 711-

Ordered that the Memorial received
with this letter be forwarded to the
Secretary of State, and that intimation
of the same be given to the Memorialist.

J. G. Cole.
23^d. March 1878.

Report in a Ltr to England
of 34th March No. 8. of 1866
Mis:

28/4/66

28/4/66

8-9-63

2305/100

23-2-10

12376 + 377

16 March 1869

Rev. 1866. Depart
Sec. of Govt for March
28/4/66

From Haymunt Now.
= Lab. Prodetumjoh
Navodally Khan
Bahadur Nawab of
Masulipatam

Dated 20th 2nd day
Received 29th 1866.

C-3.

Under the circum-
stances represented, solicits
that the enclosed Memorial
in triplicate may be trans-
mitted to the Secy of State,
with the favorable recom-
mendation of this Govt.

12/11/66 Marsh
With order