121C

1. Number of pages 1053-1300
2. Date of repair 31.3.36
3. Initials of Reference [illegible]

The entries made in pencil on the margin in the volume were made with the help of the papers in the bundle at the time of the weeding and destruction of records.

RJ
27.4.44

1053 Fort St George April 1788

24

To the Right Honorable Charles Earl Cornwallis K.G.

Governor General in Council

at Fort William

My Lord

To Bengal enclosing Copy of the Correspondence with the Rajah of Travancore on the Subject of an Invasion of his Country by Tippoo & Copy of a Letter from the Chief of Tellicherry advising of the arrival of Tippoo at Calicut.

We have now the Honor to forward Copies of some late Letters received from the Rajah of Travancore with the answers sent to them by our President. We also enclose Copy of a Letter from the Chief of Tellicherry, advising of Tippoo Sultaun's arrival at Calicut.

We have the Honor to be

&c &c

Fort St George
23d April 1788

Signed Arch. Campbell
Wm Cowper
Lt Stratton

1054 Fort St George April 1788.

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List of the Packet

N 1 Genural Letter of this Date
2 From the Rajah of Travancore to the Governor 16th March 1788
3 To Do Do 5 April Do
4 From Do Do 6th Do Do
5 To Do Do 17th Do Do
6 From the Chief at Tellicherry 8 Do Do
7 List of the Packet

Fort St George
23 April 1788

Signed W. C. Jackson Dy Sy

To the Right Honble Charles Earl Cornwallis K.G.

Governor General in Council at Fort William

My Lord,

To Bengal - enclosing Copy of a Letter from the Committee for examining the Accounts of the King's Troops, & requesting Instructions upon the Points wherein the Committee feel Embarrassment. —

In order to put in execution the Instructions contained in the Letter from the Bengal Government under date the 25th Ultimo, We furnished the Committee whom We had appointed to investigate the Accounts of the King's Troops with a Copy & directed them to attend thereto.

We have now the Honor to inclose Copy of the Answer, which will, We hope, be satisfactory, and We have to request your Lordship will be pleased

to

Fort St George April 1788

24 to favor us with instructions upon the points wherein the Committee feel embarrassment, in the meantime We have directed our Military Storekeeper to furnish them with an account of Arms and Stores delivered to the Kings Regiments, which may be inserted in the account required by the Court of Directors if your Lordships judges proper.

We have the Honor to be,
&c. &c.
Signed Arch.d Campbell
&c. Council

Fort St George
22d April 1788

Sent the following Letters

To Captain Archibald Brown
Representative for the Captors of
Bimlipatam

Sir,

I am directed by the Board to acknowledge the receipt of your Letter dated the 9th Instant with its several Enclosures and to inform you that they see no objection to the accounts you have laid before them excepting that the Exchange between the Rupee and the Pagoda ought to be at the rate

To Captain Brown—
a Certificate on Bengal will be given him for the Balance due to the Captors of Bimlipatam—
an Error in the Exchange to be rectified.—

1056

Fort St George April 1788

24

rate of 375 A R^s to 100 Star Pagodas instead of Rupees 360 as Calculated by you.

The Board have ordered the above Correction to be made, and have directed the Accountant General to give a Certificate on Bengal in your favor for the Balance due to the Captors of Bamlipatam.

Fort St George
22d April 1788

I am, &c &c
Signd John Shairwin Secy

To Messrs Roebuck & Torin
Committee for investigating the accounts of the
Kings Troops

To the Committee for examining the accounts of the Kings Troops a Copy of these Letters will be transmitted to Bengal - to adopt the mode suggested by them for ascertaining the Price of the Provisions supplied to the King's Troops in the Field.

Gentlemen,

I am directed by the Board to acknowledge the receipt of your Letter of the 19th Inst. Copy of which will be transmitted to Bengal.

The Board approve your taking from the Agents Books, the information necessary for the ascertaining the price of the Provisions supplied the King's Troops in the Field, agreably to the number of effective men — they have directed the Military Storekeeper

1057 Fort St George April 1788

24th Storekeeper to furnish an account of Arms and Stores delivered to the King's Regiments, which account will be sent to you, as soon as it Comes in.—

Fort St George
22d April 1788

Sam, & Co &c.
Signed John Chamier Secy

Sent the undermentioned Letters entered in M.B. Nos 56.57.58.59.60.61.)

To the Military Paymaster General—enclosing Bills of Captain Francis Rolleston, which are to be considered as a Military Arrear & liquidated accordingly.—

To the Military Paymaster General

To the Committee of Works—The Board acquiesce in the Opinion given by them respecting the Store Room Baker's Godown, Bazars, and Officers Quarters—the Contract not entitled to repair the two Ranges of Barracks at Boondamallee—The Work executed by the Contractors at the Powder Mills will be a Recommendation to the Board when the Proposals for Boondamallee shall be taken into Consideration.—

To the Committee of Works

To the Military Paymaster General with Copy of a Letter from the King's Deputy Paymaster, to furnish the account required therein—a Certificate on Bengal to be given for 2 Bills of a Mr. Trumbull.—

To

Fort St George April 1788

To the Military Storekeeper — to furnish the Committee for examining the accounts of the Kings Troops, with an account of Arms and Stores delivered to his Majesty's Regiments.

To the Military Storekeeper

To the Commissary General — enclosing 10 new Claims delivered in by Colonel Wangenheim which he is to report upon.

To Colonel Capper

Circular to Subordinates and Out Garrisons, enclosing three Papers containing the Proportions of Stores necessary for Garrison and Field Ordnance, agreeably to which all Indents in future are to be regulated.

Circulars to Commandants & Paymasters and to Subordinates

At a Consultation Present

The Honble Major Gen.l Sir Arch.d Campbell K.B.
President

John Holland — James Henry Casamajor
and
Friday
25 April 1788 Robert Maunsell Esq.rs

Minutes of last Consultation read and approved.

The Secretary informs the Board that —

1059 Fort St George 25th April 1788

that Captain Buchanan of the Ranger Packet has reported himself ready for sea.—

Ordered that the Military Storekeeper be directed to send on board the Ranger, the Stores ready for Masulipatam, and that Captain Buchanan be ordered to proceed thither in his way to Bengal.—

The Stores ready for Masulipatam to be shipped on the Ranger.—

The President delivers in the following Minute

President's Minute

25th April 1788

The President thinks it necessary to inform the Board, that Mr. Sulivan has waited upon him to represent that he found the part he had taken in the Question between the Company and the Nabob's Creditors, had not been accurately stated in the Representation sent to Bengal, or in the Address to the Committee of Creditors, in which he was mentioned as having been directed by the Board to prepare a State of the Case, which the President recollects was not the Fact.— Mr. Sulivan was only requested to assist the President in the Investigation of the Subject, previous to his bringing it before the Board, and Mr. Sulivan's Assistance in arranging

President's Minute re: presenting that the "State of the Case" drawn up by Mr. Attorney General Sulivan, on the Question between the Company and the Nabob's Creditors, was undertaken by that Gentleman as a Mark of private attention to the President, and not as an act of Public Duty as Attorney General.—

the

Fort St George 25th April 1788

the Question was certainly a piece of private attention to the President, and not an act of Public Duty as Attorney General — The President thinks it but Justice to Mr. Sullivan to record this Declaration that it may not be considered he had deviated from the customary Line of his Duty as attorney General, to draw up a Case, which undoubtedly would have been the immediate Duty of the Company's Solicitors.

The President would have proposed that Mr. Sullivan's Opinion should have been had upon the Case when drawn up, had it not occurred to him, that in a Question of such magnitude between the Company and the Creditors, it would be more satisfactory to the Creditors to receive an Opinion on the Matters in Doubt from the Judges, than to abide by an Opinion of the attorney General, who from his Relation to the Company, might be supposed somewhat partial to their Interests. The President thinks it his Duty to state these Circumstances, that it may not be supposed, he entertained a Doubt either of the Fairness or Competency of the attorney General, to give an Opinion upon the

Case

Fort St George 25th April 1788

Case in Question, and to prevent it's being considered hereafter, that this Government had any Idea of calling upon Mr. Sulivan, to take any Labour upon him out of the customary Line of his Duty.

Ordered that Copy of the foregoing be sent to Bengal together with the Copies of the late Correspondence between this Government and the Committee for the three Classes of the Nabob's Creditors.

Copy to Bengal

Read the following Letter from the Masters attendant.

To the Honble Major Genl. Sir Arch Campbell K.B.

President and Governor Fort St George

Honble Sir,

From the Masters attendant. The Captain of the Snow Hastings has lodged a Complaint against his Second Officer and Part of the Crew, for mutinous Behaviour. a Guard sent off to secure the Mutineers.

Captain Scott of the Honorable Company's Snow Hastings, has lodged a complaint to us of the mutinous behaviour of his Second Mate, Boatswain and three men, who being in liquor behaved in a most riotous manner, and threw their Chief Officer over board being within hail of

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of the Ranger, Mr. Johnston the Chief Officer and Mr. Macguire the Second Do went on Board with People to their Assistance secured the Mutineers and carried them on board the Ranger.

As it is necessary to preserve good Order and discipline on board the Vessels in the Honorable Company's Service, we have applied to the Town-Major for a guard to bring them on shore which we hope will meet with your Approbation — fearful any delay might be attended with bad consequences.

We have the Honor to be,
with the greatest respect,
Fort St George
&c. &c.
(Signed) Corbett & Boyd
Masters attendant

Minute thereon

The Board approve the Steps taken by the Masters attendant, and the President informs them that he has sent a Guard and ordered the Mutineers to be landed.

Read the following Letter from the Committee for the three Classes of the Nabob's Debtors.

To

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Fort St George 25th April 1788

To the Honble Major Genl Sir Arch.d Campbell K.B.

President and Governor &c. Council

Fort St George

Honble Sir & Sirs

From the Committee of Creditors applying for certain Papers referred to in Mr. attorney General Sulivan's State of the Case.

We have had the honor of receiving Mr. Secretary Chamier's Letter of 20th Instant inclosing Copy of your Letter to the Right Honorable the Governor General and Council and Copy of a Paper entitled "State of the Case by Mr. attorney General Sulivan."

We perceive that several Papers on which your attorney General Mr. Sulivan has drawn his Case, have not been sent to us, we therefore request that your Honor will be pleased to direct that we may be furnished with Copies of all Orders, or Instructions, which the Honorable Company may have transmitted to this Government respecting the making of the new Treaty with His Highness the Nabob, as well as Copies of all other papers, of whatever nature, in which the Interests of the Creditors are concerned or implicated and which have not been sent to us — and tho' some of those

Ordrs

Fort St George 25 April 1788

Orders or Instructions, might at this time have been
of a Secret nature, yet since the Treaty is obtained, the
necessity for preserving such matters secret, We
presume, no longer exists, at least in what respects
the rights and Property of the Creditors.

We Attorney General Sulivan's Case,
aims to impress no less than that in Effect the
Essence of the Creditors security is absorbed in the
new Assessment brought upon the Nabob by the
New Treaty and We trust when it is considered that
their property to an immense Amount, is to be
involved in the discussion of the Points you have
transmitted to Bengal for Opinion, it will be
evident to you, as it must be to all the World,
that in Justice we ought to be furnished with
every order from the Company, with your replies
thereto, and every paper in which the Arrangement
for the Security of the Creditors property, is concerned
or implicated.

Having made this application to
you for Papers, We beg leave to add, that we shall

take

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take an early occasion of replying to Mr. Secretary Charnier's Letter of the 20th Instant,

We have the Honor to be,

&c. &c.

Fort St George
24th April 1788

/Signed/ James Taylor
Paul Benfield
Benj.n Roebuck
Jos. du Pre Porcher
Geo. Moubray

Minute thereon

Agreed to inform the Committee for the Creditors that the Board are ready to furnish them with Official Copies of such of the Papers sent to Bengal with which they are not already provided and also to supply any others which they may point out as necessary in supporting the Claims of their Constituents.

D.

Ordered that Copy of the Presidents Minute respecting the State of the Case drawn up by Mr. Sulivan, be sent to the Committee of Creditors, together with Copies of the Papers transmitted to Bengal with the Dispatches of the 16th Instant,

Read the following Letter from Mr. Bonnieux,

To

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To the Honble Major Genl Sir Arch Campbell K.B.

Governor in Council &c. of Fort St George

Honble Sir & Sirs,

From Mr Dommett - applies to be relieved from the Debt due by him and by the Estate of the late Mr Vrymoet, to the Captors of Bimlipatam.

I am concerned to be under the necessity of addressing again your Honor &c. on a business that has already given you so much trouble. But as my distresses are greatly encreased since I had the honor of presenting a letter to your Honorable Board, under date the 15th March 1785, I humbly hope that in Consideration of it your Honor &c. will excuse the liberty I now take.

I beg leave to refer to my above address for the Subject alluded to, as it was then represented to your Honorable Board, who at the time transmitted to the Honorable Court of Directors for their Consideration, Copies of the said address, and of every other paper relative to the business, on which the Honorable Court of Directors were since pleased to give as their Opinion, that they Could not interfere in the matter represented, as it rested entirely between Ourselves and our Superiors, but as unfortunately for me

Fort St George 25th April 1788

from the nature of the Case, we can expect no relief from them, all our hopes must now rest upon your benevolent intercession with the Captors, we order to release us from an Obligation, which I on my part, am totally unable to discharge, and which involves not only me, but many poor Families, legaties of the late Mr. Vyse not in the deepest distress for tho' the amount of his Estate, can be but of a very trifling Consideration to the body of the Captors it is of the utmost Consequence to the poor people who have flatter themselves with the expectation of the little inheritence.

Tho' I am fully Convinced of the humanity and Generosity of Captain Brown, and the other Gen: Officers Captors, I am apprehensive that they have received some unjust representation in regard to the Effects of the deceased, which I am persuaded as I have said before must be very trifling tho' at present it can not be ascertained.

Was it in my power to discharge the Debt or any part of it, it would be my warmest wish to do so. But a train of misfortunes well known to the Gentlemen, have reduced me and my

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my Family to the most melancholy Situation.

I have the Honor to be with great

Respect &c &c

/Signd/ Joh.s Mark.t Dorrmieux

Bimlipatam
the 14th April 1788

Ordered that Copy of the above be sent to

Copy to Captain Brown.—

Captain Brown the Representative of the Captors of Bimlipatam, and that he be desired to give the Contents due Consideration and to enable Government to reply thereto.

Read the following Letter from the Comptroller General of army accounts—

To the Honble Major Genl. Sir Arch.d Campbell K.B.

Governor in Council

From the Comptroller General of army accounts— with his audit of the Barrack Masters accounts— Encloses his Correspondence with them on the Subject—

Honble Sir,

In the Examination of accounts in general little more is required than to ascertain whether the Charges are agreeable to the Rules of the Service, whether each article is supported by a proper Voucher and whether the Debits and Credits are regularly stated so as to leave the Balance specified in the account Current

1069 Fort St George 25th April 1787

Current But in the audit of the Barrack Masters accounts which I have now the Honor of laying before you many unexpected difficulties occurrid that have necessarily led me into a Voluminous correspondence and a great variety of minute Calculations according to my usual mode of proceeding I commenced this busineſs by stating general Objections to apparent deviations from the Rules of the Service and wished the Barrack Masters to make out their accounts again according to these Remarks, but as they were properly Certified by the Commanding Officers agreable to General Orders of the 27th September 1786 they were strongly averse from making the smallest alteration themselves and consequently obliged me with infinite labour to draw out a compleat new Set of accounts for every different Garrison. This will I flatter myself explain to your satisfaction the cause of this busineſs having been so long procrastinated, and likewise for its being still in suspence.

2 The Letters of the Barrack Masters copies of which are enclosed respecting the accounts made out by me being very full, I shall only trouble your Honor &c with a few cursory Observations on the different Authorities adduced by them in support of their Claims.

The

Fort St George 25th April 1788

3 The principal points in which we materially differ are the prices, the weights, and the measures at which the different Articles were originally purchased, and afterwards Issued by them to the Troops. The right of deviating from the Orders in the quantity supplied, and the Charge for Servants Wastage, Breakage, and Carriage &c. which are not mentioned in the Regulations.

4 As it did not appear by the Barrack Masters Accounts by what Standard they have fixed the weights and Measures, I have adopted according to the most correct information I could obtain the Company's or Madras Measure, but to this the Barracks Masters as you will perceive strongly object, asserting that those Weights and Measures are not known beyond St Thomas's Mount, in proof of which they produce Certificates of the Actuals of the different Bazars in those Business it is in the Country Governments to regulate the weights and Measures; they further add that the Oil &c. having been issued according to the District Measure if any other be now adopted they shall lose at the rate of 46 Measures of Oil a Month for every 100 Men, after it has bonâ fide been issued to them as appears by the Bills Certified by the different Commanding Officers.

5 With respect to the Prices I have taken

the

Fort St George 25 April 1788

the average rate as charged formerly in the Paymaster's accounts, and I believe they are in general tolerably correct, but the Prices of different Articles will of course vary at particular Seasons, and according to certain adventitious circumstances to which almost every branch of manufacture and Trade is incident, and these fluctuations will of course at times be felt in every District although the weights and measures of each place when once ascertained will become fixed and unalterable.

6 When obliged to make out the accounts myself I of course did not allow any more Aid than ought to have been issued by the strictest construction of the abovementioned Regulations, but it must at the same time be observed that all the Bills by which it appears that an Extra quantity of Aid has been issued are Signed by the Commanding Officers according to their opinion of the Price Current of each District. It is certain that in the original institution the difference of measurement of Aid to the westward and at the Presidency were not so correctly ascertained as they have been by the late Regulations, and it appears chiefly from this circumstance that a greater quantity of Aid had been

issued

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issued by the Barrack masters and approved of by the Commanding Officers than can possibly happen in future - I would however beg leave to recommend as the means of removing the possibility of any addition being made to the Bazar allowances beyond what the late Regulations direct, that an Order be published by Government specifying that no increase beyond the Established allowances is to be admitted without a particular Indent is made for the same, and the concurrence of Government is regularly obtained thro' the channel of the Commissary General.

7 To the prime Cost of the different articles I fing the Barrack Masters have added the Interest of Money Breakage, waste and in Short expences of all kinds, and this with some shew of propriety they have called the District Price for they are supposed to supply these things for what they really cost all expences included, and not by Contract, so that if no allowances are made to them they run a very great risque of sustaining a Loss without

Fort St George 25th April 1788

without the least hope of acquiring any profit.—
But if on one side it would be acting with great
rigor towards the Barrack Masters not to give
them some Indemnification for their Loss, it
would also leave an opening for great abuse not
to fix the Sum— I therefore take the liberty of
suggesting that some precise allowance upon
the average District prices shall be made to
them in lieu of all Charges whatever, the Barrack
Masters by the Regulations have no Servants
allowed them but as they observe it cannot be
expected that they should serve out the Cotts Pans
and oil themselves besides every Department
in the Service has a small establishment of
Servants, belonging to it, In future this expence
may be rendered very trifling by employing
Lascars but the wages of those hitherto employed
remain by my audit a part of what is to be
Refunded by the Barrack Masters.

It is not to be supposed that
Your Honor &c can have leisure to Examine

the

Fort St George 25th April 1788

the whole of the accounts which comprize near 240 Sheets of Paper I have therefore taken the liberty of laying only a general abstract of them before you but that you may at the same time see the form and judge of the principle of the rest, I have sent in the full Accounts of the Garrison of Arcot for the Month of December 1786 They are as you will perceive divided under Two seperate heads Viz. Charges not allowed but Ordered by the Commanding Officers and Overcharges or the difference between the prices charged by the Barrack Masters, and those inserted in the Accounts made out by me; No 1 is the Answer of the Barrack Master of the Ceded Division with the Vouchers and No 2 is that of the Barrack Master of the Southern Division with the Papers to which he refers.

9 Your Honor &c will find that whilst I have acted rigorously towards the Barrack Masters in drawing out the Accounts in the manner abovementioned, I have in my Report suggested some arguments in favor of their

Claims

1075

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Claims a mode of proceeding that I flatter myself will meet with your entire approbation for & although in the first instance it subjects me to a considerable share of Odium, it enables Govern: ment to mitigate the minute but necessary Severity of the Auditor and even ultimately acquires to him the reputation which I shall always hope to deserve, of having acted with uprightness and Candour.

I have the Honor to be

with great Respect,

Honorable Sir,

Your most Obedient

humble Servant

Signed J Capper

C G A. A

General

Fort St George
25th April 1788

1076. Fort St George 25th April 1788.

General abstract of the Comptroller Generals Remarks on the Barrack Masters Accounts of the Outer Division

Overcharges.-

Coonamalee

To Amount of Overcharges for December 1786		135. 25. 71.
To Ditto	for January 1787	135. 25. 71.
To Ditto	for February D°	126. 37. 57.
To Ditto	for March D°	246. 24. 74.
To Ditto	for April D°	251. 17. 14.
To Ditto	for May D°	246. 24. 74.
To Ditto	for June D°	326. 25. 6.
To Ditto	for July D°	331. 16. 67.
To Ditto	for August D°	332. 26. 3.
To Ditto	for September D°	326. 34. 51. 2460 78

Arcot

To Amount of Overcharges for December 1786		257. 18. 56.
To Ditto	for January 1787	257. 18. 56
To Ditto	for February D°	241 23 74
To Ditto	for March D°	128 31 78
To Ditto	for April D°	98 22. 6
To Ditto	for May D°	100 34 78
To Ditto	for June D°	113 37 2
To Ditto	for July D°	116 16 7
To Ditto	for August D°	99 2 40
To Ditto	for September D°	97 36 77
To Ditto	for October D°	99 2 40 1610 34 54

Carried Over 4070 41. 62.

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General Abstract of the Comptroller Generals Remarks on the Barrack Masters accounts of the Center Division - Charges not allowed

Coonamalee

To amount of Charges not allowed	for December 1786.		15. 33. 26.	
To Ditto	Ditto	for January 1787	15. 33. 26.	
To Ditto	Ditto	for February Do	15. 26. 26.	
To Ditto	Ditto	for March Do	21. 32. 72.	
To Ditto	Ditto	for April Do	21. 34. 76.	
To Ditto	Ditto	for May Do	21. 32. 72.	
To Ditto	Ditto	for June Do	20. 3. 20.	
To Ditto	Ditto	for July Do	20. 5. 40.	
To Ditto	Ditto	for August Do	20. 7. 76.	
To Ditto	Ditto	for September Do	20. 3. 20	193 3 54
To Ditto				

Arcot

To amount of Charges not allowed	for December 1786		Pg. 11. 10.	
To Ditto	Ditto	for January 1787	Pg. 11. 10.	
To Ditto	Ditto	for February Do	60. 14. 55.	
To Ditto	Ditto	for March Do	52. 12. 30.	
To Ditto	Ditto	for April Do	17. 38. 40.	
To Ditto	Ditto	for May Do	21. 7. 50.	
To Ditto	Ditto	for June Do	18. 4. 40.	
To Ditto	Ditto	for July Do	21. 10. 50.	
To Ditto	Ditto	for August Do	16. 14. 60.	
To Ditto	Ditto	for September Do	17. 12. 50.	
To Ditto	Ditto	for October Do	16. 14. 50.	379. 26. 45
To Ditto				

Carried Over - - - - 572. 30. 19.

Fort St George 25th April 1788

Overcharges Continued

Brought Over ——— 4070.41.62.

Waulayaubad

To Amount of Overcharges —	for December 1786	48. 24.65.
To Ditto —	for January 1787	48. 24.65.
To Ditto —	for February — Do	44. 40.40.
To Ditto —	for March Do	212. 36.79.
To Ditto —	for April — Do	257. 23.19.
To Ditto —	for May — Do	233. 14.50.
To Ditto —	for June — Do	281 2.36.
To Ditto —	for July — Do	279. 3.52
To Ditto —	for August — Do	312 27.61.
To Ditto —	for September Do	211. 16.61.
To Ditto —	for October — Do	317. 36.9

2218 2.58

Cavalry Cantoned near Arcot

To Amount of Overcharges for March 1787		30. 1. 37.
To Ditto —	for April — Do	29. 10.51.
To Ditto —	for May — Do	30. 1 37.
To Ditto —	for June — Do	29. 10.51
To Ditto —	for July — Do	30 1. 37.
To Ditto —	for August — Do	30. 1. 37.
To Ditto —	for September Do	29. 10.51.
	for October — Do	30. 1. 37.

237. 39. 26

Carried Over ——— 6356. 41. 62

Fort St George 25th April 1788

Charges not allowed Contenued

Brought over — — — — 572. 30.19.

Walayanbad —

To amount of the Charges not allowed for	Ditto	for December 1786.	109. 36.58.	
To Ditto — — —	Ditto	for January 1787	109. 36.58.	
To Ditto — — —	Ditto	for February Do	106. 29.62	
To Ditto — — —	Ditto	for March Do	134. 26.43.	
To Ditto — — —	Ditto	for april Do	174 : 0 : 20.	
To Ditto — — —	Ditto	for May Do	176. 6. 24.	
To Ditto — — —	Ditto	for June Do	173. 38.20	
To Ditto — — —	Ditto	for July Do	176. 16.24.	
To Ditto — — —	Ditto	for august Do	346. 36.26	
To Ditto — — —	Ditto	for September Do	205. 28.10.	
To Ditto — — —	Ditto	for October Do	209. 8.2.	
To Ditto — — —				1922 11 28.

Cavalry Cantoned near Arcot

To amount of the Charges not allowed for	Ditto	for March 1787.	18 10 70	
To Ditto — — —	Ditto	for april Do	16. 36.60.	
To Ditto — — —	Ditto	for May Do	18. 10.70	
To Ditto — — —	Ditto	for June Do	16. 36.60.	
To Ditto — — —	Ditto	for July Do	18 10 70.	
To Ditto — — —	Ditto	for August Do	15. 10. 70.	
To Ditto — — —	Ditto	for September Do	13. 36.60.	
To Ditto — — —	Ditto	for October Do	15. 10.70	
To Ditto — — —				132. 38.30

Carried over — — 2627. 38.17.

Fort St George 25th April 1788.

Overcharges Continued

Brought Over - - - 656.41.68

Chittagong

To amount of Over Charges for December 1786		24.36.31.
To Ditto	for January 1787	24.36.31.
To Ditto	for February Do	20. 3.25.
To Ditto	for March Do	107.14.65.
To Ditto	for april Do	105.10.24.
To Ditto	for May Do	107.14.65.
To Ditto	for June Do	105.10.24.
To Ditto	for July Do	107.14.65.
To Ditto	for august Do	107.14.65.
To Ditto	for September Do	105.6.69
To Ditto	for October Do	107.14.65.
		1102.9.49.

Chundergurry

To amount of Overcharges for October 1786		5.13.62.
To Ditto	for November Do	5 6.45.
To Ditto	for December Do	5 13.62.
To Ditto	for January 1787	5.13.62.
To Ditto	for February Do	4.34.10.
To Ditto	for March Do	5.13.62
To Ditto	for april Do	5.14.28.
To Ditto	for May Do	5.22.63.
To Ditto	for June Do	5.14.28.
To Ditto	for July Do	5.22.63.
To Ditto	for august Do	5.21.68
To Ditto	for September Do	5.14.28.
To Ditto	for October Do	5.21.68
		69.13.9.

Carried Over - - - - 7728.27.46.

Fort St George 25th April 1788

Charges not allowed Continued

Brought over - - - - - 2627. 38.17.

Chivilnadoo

To amount of the Charges not allowed	for December 1786	18 . . 25.	
To Ditto - - - - Ditto - -	for January 1787	18 . . 25	
To Ditto - - - - Ditto - -	for February D°	16. 35.26.	
To Ditto - - - - Ditto - -	for March D°	19. 25.45.	
To Ditto - - - - Ditto - -	for April D°	19. 7.58	
To Ditto - - - - Ditto - -	for May D°	19. 25.45.	
To Ditto - - - - Ditto - -	for June D°	19. 7. 58.	
To Ditto - - - - Ditto - -	for July D°	19. 34.65.	
To Ditto - - - - Ditto - -	for August D°	19. 34.65.	
To Ditto - - - - Ditto - -	for September D°	19. 16.45	
To Ditto - - - - Ditto - -	for October D°	19. 34.65.	209. 13. 42.

Spendergurry

To amount of the Charges not allowed	for October 1786.	12. 6 27.	
To Ditto - - Ditto - -	for November D°	11. 30. "	
To Ditto - - Ditto - - -	for December D°	12. 6.27.	
To Ditto - - Ditto - - - -	for January 1787	12. 6. 27.	
To Ditto - - Ditto - - -	for February D°	11. 20.26.	
To Ditto - - Ditto - -	for March D°	12. 6. 27.	
To Ditto - - Ditto - - -	for april D°	10. 35.60.	
To Ditto - - Ditto - - - -	for May D°	10 1. 45.	
To Ditto - - Ditto - -	for June D°	10 35.60.	
To Ditto - - Ditto - -	for July D°	10. 1.43.	
To Ditto - - Ditto - -	for August D°	11. 1.46.	
To Ditto - - Ditto - -	for September D°	10. 35.60.	
To Ditto - - Ditto - -	for October D°	11. 1.46.	146. 29. 12

Carried Over - - - 2983. 39. 71.

1082 Fort St George 25th April 1788

Overcharges Continued

Brought Over — — — 7728 27.46.

Vellore

To amount of Overcharges	for December 1786		27.37.42.
To Ditto	for January 1787		27.37.42.
To Ditto	for February D°		25.39.39.
To Ditto	for March D°		33.37.57.
To Ditto	for April D°		37.2.2.
To Ditto	for May D°		33.29.7.
To Ditto	for June D°		47.16.20.
To Ditto	for July D°		52.4.66.
To Ditto	for August D°		46.10.70.
To Ditto	for September D°		41.25.20.
To Ditto	for October D°		46.10.70.
	for November D°		41.25.20.
			461.34.55.

Amboor

To amount of Overcharges	for December 1786		8.40.20.
To Ditto	for January 1787		8.40.20.
To Ditto	for February D°		8.9.14.
To Ditto	for March D°		8.40.20.
To Ditto	for April D°		7.26.65.
To Ditto	for May D°		7.36.37.
To Ditto	for June D°		7.26.65.
To Ditto	for July D°		7.36.37.
To Ditto	for August D°		7.36.37.
To Ditto	for September D°		7.26.65.
To Ditto	for October D°		7.36.37.
	for November D°		7.26.65.
			97.5.2.

Carried Over — — — 8287 25.23

1083 Fort St George 25th April 1788

Charges not allowed Continued

Brought Over - - - - 2983.39.71.

Vellore

The amount of Charges not allowed for December 1786 - - 45.14.15.
To Ditto - - - - Ditto - - for January - 1787 - - 45.14.15.
To Ditto - - - - Ditto - - for February - D° - - - - 43.40.72.
To Ditto - - - - Ditto - - for March - D° - - - - 46.8.77.
To Ditto - - - Ditto - - for april - D° - - - 45.32.77.
To Ditto - - - - Ditto - - for may - D° - - - - 45.32.77.
To Ditto - - - - Ditto - - for June - D° - - - - 49.35.50.
To Ditto - - - Ditto - - for July - D° - - - 45.2.50.
To Ditto - - - - Ditto - - for August - D° - - - 52.33.44.
To Ditto - - - Ditto - for September D° - - - 41.33.20.
To Ditto - - Ditto - for October - D° - - - - 52.33.44.
To Ditto - - Ditto - for November D° - - - 41 33.20.
556.22.1.

Amboor

To amount of Charges not allowed for December 1786 - 9.39.78.
To Ditto - - Ditto - for January 1787 - - 39.39.78
To Ditto - - Ditto - - for February D° - - - 9.19.
To Ditto - - Ditto - for March D° - - - - 9.39.78.
To Ditto - - Ditto - for april D° - - - 11.16.40.
To Ditto - - Ditto - - for May - D° - - - - 11.24.28.
To Ditto - - Ditto - - for June - D° - - - - 11 16.40.
To Ditto - - Ditto - - for July - D° - - - - 11.24.28.
To Ditto - - Ditto - - for august D° - - - - 11.24.28.
To Ditto - - Ditto - - for September D° - - - - 11 16.40.
To Ditto - - Ditto - - for October D° - - - - 11.24.28.
To Ditto - - Ditto - - for November D° - - - 11.16.40.
211 10.26

Carried Over - - - 3751 30.18

1084. Fort St George 25th April 1788

Overcharges Continued

Brought Over - - - 8287. 25. 29.

Chingleput

To Amount of Overcharges	for October 1786		24 38 14.
To Ditto	for November Do		23 37.50.
To Ditto	for December Do		26. 6. 25.
To Ditto	for January 1787		27. 26 75.
To Ditto	for February Do		25. 24.60.
To Ditto	for March Do	} no accounts	
To Ditto	for April Do		
To Ditto	for May Do		
To Ditto	for June Do		66. 16. 32.
To Ditto	for July Do		72. 31. 25.
To Ditto	for August Do		73. 31. 25.
To Ditto	for September Do		69. 15. 71.
To Ditto	for October Do		79. 35. 30.
To Ditto	for November Do		69. 15. 71.
			560. 18. 78

Permacoil

To amount of Over Charges	for December 1786		4 16.16.
To Ditto	for January 1787		4 16.16.
To Ditto	for February Do		4. 2 8.
To Ditto	for March Do		4 16.16.
To Ditto	for april Do		4 11 40.
To Ditto	for May Do		4 16. 16.
To Ditto	for June Do		4 11.40.
To Ditto	for July Do		4 16.16
To Ditto	for August Do		4. 16. 16.
To Ditto	for September Do		4. 11. 40.
To Ditto	for October Do		4 16.16.
To Ditto	for November Do		4. 11 40.
			51 39.

Carried Over - - - 8399. 41. 21.

Fort St George 25th April 1788

Charges not allowed Continued -

Brought over ---- 3751 30.18

Chungleput

To amount of Charges not allowed for October 1786 ----- 4. 19. "
To D° ---- Ditto -- for November D° ----- 4. 26.40.
To Ditto ---- Ditto -- for December D° ---- 4. 2640.
To Ditto ---- Ditto -- for January 1787 ----- 5 - 6.40.
To Ditto ---- Ditto -- for February D° ------ 5 6.40.
To Ditto ---- Ditto -- for March D° ----
To Ditto ---- Ditto -- for April D° } no accounts -
To Ditto ---- Ditto -- for May D° }
To Ditto ---- Ditto -- for June D° ------ 9. 2.44.
To Ditto ---- Ditto -- for July D° ------ 9. 24.38.
To Ditto ---- Ditto -- for August D° ------ 9. 24.38
To Ditto ---- Ditto -- for September D° ------ 5. 30.40.
To Ditto ---- Ditto -- for October D° ------ 5. 30.40.
To Ditto ---- Ditto -- for November D° ----- 5. 30.40.
To Ditto ---- Ditto ------ 69. 18. "

Permacoil

To Amount of Charges not allowed for December 1786 ---- 7. 29.40.
To Ditto ---- Ditto -- for January 1787 ---- 7. 29.40.
To Ditto ---- Ditto -- for February D° ----- 6. 38.32
To Ditto ---- Ditto -- for March D° ----- 47. 29.40.
To Ditto ---- Ditto -- for April D° ----- 7. 4.40.
To Ditto ---- Ditto -- for May D° ----- 7. 11.44.
To Ditto ---- Ditto -- for June D° ----- 7. 4.40.
To Ditto ---- Ditto -- for July D° ----- 7. 11.44.
To Ditto ---- Ditto -- for August D° ----- 7. 11 40.
To Ditto ---- Ditto -- for September D° ----- 7. 4.40.
To Ditto ---- Ditto -- for October D° ----- 7. 11.44.
To Ditto ---- Ditto -- for November D° ----- 7. 4.40.
127. 23.8

Carried Over ---- 3948 29.26.

1084. Fort St George 25th April 1788

Overcharges Continued

Brought Over — 828/. 25.29.

Chingleput

To amount of overcharges	for October 1786	24.35.14.
To Ditto	for November Do	23 37.50.
To Ditto	for December Do	26. 6.25.
To Ditto	for January 1787	27.20 75.
To Ditto	for February Do	25.24.60.
To Ditto	for March Do	
To Ditto	for April Do	no accounts.
To Ditto	for May Do	
To Ditto	for June Do	66.16.32.
To Ditto	for July Do	73.31.25.
To Ditto	for August Do	73.31.25.
To Ditto	for September Do	69.15.71.
To Ditto	for October Do	79.35.30.
	for November Do	69.15.71.
		560.18.78

Permacoil

To amount of Overcharges	for December 1786	4 16.16.
To Ditto	for January 1787	4 16.16.
To Ditto	for February Do	4. 2.8.
To Ditto	for March Do	4 16.16.
To Ditto	for april Do	4 11.40.
To Ditto	for May Do	4 16.16.
To Ditto	for June Do	4 11.40.
To Ditto	for July Do	4 16.16.
To Ditto	for August Do	4. 16. 16.
To Ditto	for September Do	4. 11.40.
To Ditto	for October Do	4 16.16.
To Ditto	for November Do	4. 11 40.
		51 39.

Carried Over — 839.41.21.

Fort St George 25th April 1788

Charges not allowed Continued -

Brought Over - - - - 3751 30.18

Shungleput

To amount of Charges not allowed for October 1786 - - - - - 4. 19. -
To D° - - - - Ditto - - for November D° - - - - - 4. 26.40.
To Ditto - - - - Ditto - - for December D° - - - - 4. 2640.
To Ditto - - - - Ditto - - for January 1787 - - - - - 5 - 6.40.
To Ditto - - - - Ditto - - for February D° - - - - 5 6.40.
To Ditto - - - - Ditto - - for March D° - - - - -
To Ditto - - - - Ditto - - for April D° } no accounts -
To Ditto - - - Ditto - - for May D°
To Ditto - - - Ditto - - for June D° - - - - - - 9. 2. 44.
To Ditto - - - - Ditto - - for July D° - - - - - - - 9. 24.38.
To Ditto - - - - Ditto - - for August D° - - - - - 9. 24.38
To Ditto - - - - Ditto - - for September D° - - - - - 5. 30.40.
To Ditto - - - - Ditto - - for October D° - - - - - 5. 30.40.
To Ditto - - - - Ditto - - for November D° - - - - - 5. 3040. 69. 18. -
To Ditto - - - -

Pennacoil

To Amount of Charges not allowed for December 1786 - - - 7. 29.40.
To Ditto - - - Ditto - - for January 1787 - - - - 7. 29.40.
To Ditto - - - Ditto - - for February D° - - - - - 6. 38.32.
To Ditto - - - Ditto - - for March D° - - - - - - 47. 29.40.
To Ditto - - - Ditto - - for April D° - - - - - - 7. 4.40.
To Ditto - - - Ditto - - for May D° - - - - - 7. 11.44.
To Ditto - - - Ditto - - for June D° - - - - 7. 4.40.
To Ditto - - - Ditto - - for July D° - - - - - - 7. 11.44.
To Ditto - - - Ditto - - for August D° - - - - - 7. 11 40.
To Ditto - - - Ditto - - for September D° - - - - - 7. 4.40.
To Ditto - - - Ditto - - for October D° - - - - 7. 11.44.
To Ditto - - - Ditto - - for November D° - - - - 7. 4.40.
127. 23.8

Carried Over - - 3948 29.26.

1086 Fort St George 25th April 1788

Overcharges Continued

Brought over - - - 8899. 41. 21.

Anne

To amount of Overcharges for October 1786		1	4 25
To Ditto	for November D°	1.	3. 55.
To Ditto	for December D°	1	4 25
To Ditto	for January 1787	1	4 25.
To Ditto	for February D°	1	2. 31.
To Ditto	for March D°	1.	4 25.
To Ditto	for April D°	1.	3. 55.
To Ditto	for May D°	1	4 25.
To Ditto	for June D°	1.	3. 55.
To Ditto	for July D°	1.	4 25.
To Ditto	for August D°	1	4. 25.
To Ditto	for September D°	1	3. 55
To Ditto	for October	1.	4 25.
			14 9. 51

Pagodas. 3914. 8 72

1087 Fort St George 25th April 1788

Charges not allowed Continued

Brought Over ——— 394 8 29.26.

Arnee

To amount of Charges not allowed for			October 1786	11.	17. 18
To D°	—	Ditto	— for November D°	11.	7. 35.
To D°	—	Ditto	— for December D°	11	17. 18
To Ditto	—	Ditto	— for January 1787	11.	17. 18.
To Ditto	—	Ditto	— for February D°	26.	29. 70.
To Ditto	—	Ditto	— for March D°	11.	17. 18.
To Ditto	—	Ditto	— for April D°	11.	7. 35.
To Ditto	—	Ditto	— for May D°	11	17. 18.
To Ditto	—	Ditto	— for June D°	11	7. 35.
To Ditto	—	Ditto	— for July D°	11.	17. 18.
To Ditto	—	Ditto	— for August D°	11.	17. 18.
To Ditto	—	Ditto	— for September D°	11.	7. 35.
To Ditto	—	Ditto	— for October D°	11.	17. 18.
To Ditto	—	Ditto			162 29.34

Pagodas 1111 16 60.

Signed Hopper
G.C.A.A.

1088 Fort St George 25 April 1788

General Abstract of the Comptroller Generals Remarks on the Barrack Masters accounts South of the Coleroon – Overcharges –

Tanjore & Vellum

To amount of overcharges for October 1786			116. 13 69
To Ditto	for November Do		105 39. 30.
To Ditto	for December Do		109 – 42
To Ditto	for January 1787		109 – 42
To Ditto	for February Do		98 – 12 56.
To Ditto	for March Do		110. 7. 38.
To Ditto	for April Do		107 – 26 20
To Ditto	for May Do		105 29. 63.
To Ditto	for June Do		104 18. 30.
To Ditto	for July Do		105 29. 63.
To Ditto	for August Do		105 29. 63.
To Ditto	for September Do		104 18. 30.
			1282. 16. 66.

Trichinopoly

To Amount of overcharges for October 1786			28. 13. 4
To Ditto	for November Do		27. 22. 40.
To Ditto	for December Do		28. 16. 8
To Ditto	for January 1787		29 3. 48.
To Ditto	for February Do		35. 33. "
To Ditto	for March Do		37. 25. 56.
To Ditto	for April Do		38 1 40.
To Ditto	for May Do		39. 6. 60.
To Ditto	for June Do		36. 40. "
To Ditto	for July Do		36. 17. 8
To Ditto	for August Do		39. 12. 40.
To Ditto	for September Do		39. 37. 40.
			416. 19. 24.

Carried Over – 1698. 36. 10.

Fort St George 25th April 1788

General Abstract of the Comptroller Generals Remarks on the Barrack Masters accounts South of the Coleroon — Charges not allowed

Tanjore and Vellum

To amount of Charges not allowed for		October 1786	190. 19. 24.	
To	Ditto	for November Do	77. 41. 40.	
To	Ditto	for December Do	94. 3. 72.	
To	Ditto	for January 1787	94. 3. 72.	
To	Ditto	for February Do	91. " 56.	
To	Ditto	for March Do	112. " 12.	
To	Ditto	for April Do	89. 17. 40.	
To	Ditto	for May Do	91. 7. 52.	
To	Ditto	for June Do	86. 13. "	
To	Ditto	for July Do	91. 9. 52.	
To	Ditto	for August Do	91. 9. 52.	
To	Ditto	for September Do	86. 13. "	1095. 13. 72.

Trichinopoly

To amount of Charges not allowed for		October 1786	28. 33. 68	
To	Ditto	for November Do	28. 33. 20.	
To	Ditto	for December Do	29. 22. 60.	
To	Ditto	for January 1787	63. 25. 24.	
To	Ditto	for February Do	63. 12. 56.	
To	Ditto	for March Do	56. 17. 68.	
To	Ditto	for April Do	67. 26 "	
To	Ditto	for May Do	79. 22. 72.	
To	Ditto	for June Do	111. 3. 48.	
To	Ditto	for July Do	111. 4. 52.	
To	Ditto	for August Do	113. " 60.	
To	Ditto	for September Do	109. 15. 8	872. 8. 56.

Carried Over — 1967. 22. 48.

1090 Fort St George 25th April 1788

Overcharges Continued

Madura	NB. This Garrison should have been supplied by the Paymaster as there are no European Troops stationed in it.	Brought Over	1698. 36.10.
To Amount of Overcharges	for October 1786		12. 20.5.
To Ditto	for November Do		12. 13. 20.
To Ditto	for December Do		12. 20. 5.
To Ditto	for January 1787		12. 20. 5.
To Ditto	for February Do		11. 17. 56.
To Ditto	for March Do		12. 20. 5.
To Ditto	for April Do		12. 13. 20.
To Ditto	for May Do		12. 20. 5.
To Ditto	for June Do		12. 13. 20.
To Ditto	for July Do		12. 20. 5.
To Ditto	for August Do		12. 20. 5.
To Ditto	for September Do		12. 13. 20.
			148. 1. 11.
Palamcotah	NB. This Garrison should have been supplied by the Paymaster, as no European Troops are stationed in it.		
To Amount of Overcharges	for October 1786		19. 6. 56.
To Ditto	for November Do		18. 24. 15
To Ditto	for December Do		18. 32. 41.
To Ditto	for January 1787		17. 12. 36.
To Ditto	for February Do		15 36. 70.
To Ditto	for March Do		23. 13. 50.
To Ditto	for April Do		22. 24. 20.
To Ditto	for May Do		32. 16. 33.
To Ditto	for June Do		21 5. 68.
To Ditto	for July Do		21. 3. 18.
To Ditto	for August Do		21. 38. 61.
To Ditto	for September Do		32. 9. 46.
	for October Do		32. 9. 46. 296. 24 "
			Pagodas - 2133. 19. 21.

Fort St George 25th April 1788

Charges not allowed Continued

Brought over — — — — 1967. 22. 48.

Madura.

To amount of Charges not allowed for October 1786 — — — 22. 14. 56.
To Ditto — Ditto — for November Do — — — 22. 21 — "
To Ditto — Ditto — for December Do — — — 22. 14. 56.
To Ditto — Ditto — for January 1787 — — — 22. 14. 56.
To Ditto — Ditto — for February Do — — — 22. 12. 48.
To Ditto — Ditto — for March Do — — — 22. 14. 56.
To Ditto — Ditto — for April Do — — — 22. 21. "
To Ditto — Ditto — for May Do — — — 22. 14. 56.
To Ditto — Ditto — for June Do — — — 22. 21 "
To Ditto — Ditto — for July Do — — — 22. 14. 56.
To Ditto — Ditto — for August Do — — — 22. 14. 56.
To Ditto — Ditto — for September Do — — — 22. 21. " — 268. 31. 40.

Salamcotah

To amount of Charges not allowed for October 1786 — — — 24 29. 7.
To Ditto — Ditto — for November Do — — — 24 21. 33
To Ditto — Ditto — for December Do — — — 24. 29. 7.
To Ditto — Ditto — for January 1787 — — — 25. 20. 51.
To Ditto — Ditto — for February Do — — — 24. 34. 23.
To Ditto — Ditto — for March Do — — — 62. 36. 12.
To Ditto — Ditto — for April Do — — — 65. 3. 78.
To Ditto — Ditto — for May Do — — — 67. 34. 42.
To Ditto — Ditto — for June Do — — — 28. 23. 18.
To Ditto — Ditto — for July Do — — — 29. 14. 62.
To Ditto — Ditto — for August Do — — — 33. 9. 47.
To Ditto — Ditto — for September Do — — — 32. 15. 11.
To Ditto — Ditto — for October Do — — — 32. 9. 46. — 475. 30 9.

Pagodas 2712. " 17.

Signed Happer
G. D. A.

1092 Fort St George 25th April 1788.

Ordered that the above Papers be sent in Circulation for the Consideration of the Members of Government; and that the Correspondence of the Barrack Masters with the Comptroller General be entered in the Miscellany Book [between Nos 61 & 62. marked A.B.C.D].

The Above Papers to be sent in Circulation

Examined
A Mackay

Arth. Campbell

John Holland

Jas. Wallace

R. Maunsell

1093 Fort St George April 1788

Diary -

26th Sent the following Letters

To Charles Warre Malet Esqr

Resident — at Poona

Sir,

To the Resident at Poona - necessary Directions have been given to obtain Intelligence - this the Channel discovered by him - Tippoos arrival at Calicut gives alarm at Tellicherry and Travancore -

I have had the pleasure to receive your Letters dated the 19th and 29th ultimo / the latter in Duplicate / with their several Enclosures.

I am much pleased with the channel for future intelligence, which you have discovered, and have given the necessary directions in consequence - the tests you have established, and the precautions you have suggested, appear to me exceedingly well calculated to produce the desired effect.

Our latest accounts of Tippoo advise of his having arrived at Calicut, and excited some alarm at Tellicherry and Travancore — His actions have not as yet been hostile nor, can I think he will venture, unassisted by the French, to break with us.

We hourly expect a Vessell from Europe, the English Papers so late as the 15th Nov.

Announce

1094 Fort St. George April 1788

26 h

announce that every thing was settled between the French and English Courts and that Mr. Eden was gone to Madrid.—

I am, with much Esteem,

Sir, &c.

(Signed) Arch: Campbell

Fort St George
26h April 1788

To the Right Honble Charles Earl Cornwallis K.G.

Governor General in Council
at
Fort William

My Lord,

To Bengal — with Copy of Correspondence between this Government and the Committee of Creditors on the subject of the Claims preferred by the latter: & Copy of the Presidents Minute respecting the State of the Case drawn up by Mr. Attorney General Sullivan.

By the Hastings now dispatched We have the Honor to send a Duplicate of our address under date the 16th Instant to which We add Copies of the Letters which have passed between this Government and the Committee for the three Classes of the Nabob's Creditors, on the Subject of the Claims preferred by the latter. We request your Lordship will be pleased to lay these Papers before the Supreme Court of Judicature to whom the Contents of our dispatch of the 16th Instant is likewise referred for Opinion.

We

1095 Fort St George April 1788

26. We also inclose another Letter just received from the Committee of Creditors, with our Answer - together with a Copy of a minute entered by our President respecting the State of the Case already forwarded to your Lordship, and said to have been drawn up by Mr. Sulivan in consequence of an official order. We have the Honor to be,

Fort St George
26th April 1788.

&c &c &c
[Signed] Arch Campbell
Wm Council

List of the Packet

No 1. General Letter of this Date. — 26th April 1788
2 From the Committee of Creditors 25th Feby Do
3 From Ditto — Ditto — 29th March Do
4 From Ditto — Ditto — 17th April Do
5 To — Ditto — Ditto — 20th Do Do
6 From Ditto — Ditto — 24th Do Do
7 To — Ditto — Ditto — 25th Do Do
8 President's Minute — — — — 25th Do Do.
9 List of the Packet —

Fort St George
26th April 1788.

[Signed] John Hamer
Lieut
&c

1096 Fort St George April 1768

To Messrs Taylor
Benfield
Roebuck
Moubray
& Porcher

Committee for the three Papers of the Nabob's Creditors -

Gentlemen,

To the Committee of Creditors the Board will furnish them with whatever Papers they may require

I am directed by the Board to ac-
knowledge the receipt of your Letter dated yesterday,
and to inform you that they are ready to furnish
you with Official Copies of such of the Papers
sent to Bengal, with which you are not already
provided, and also to supply any others which
you may point out to them as necessary to you,
in supporting the Claims of your Constituents.

I am further directed to send you
Copy of a Minute delivered in by the President
this day respecting the State of the Case forwar-
ded to Bengal, and said to have been drawn
up by Mr. Attorney General Sullivan, in consequence of
an Official Order from Government.

The Papers now Sent to you are as
follows.—

Copy of the Treaty 24th February 1757
Copy of the agreement with the Nabob Dated 29th June 1765
Copy

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26 Copy of the Nabob's Letter dated — 28th September 1786
Copy of a Letter to the Nabob — — 27th October Do.
Extract from the Company's General
Letter dated 31st July 1787
Copy of a Letter from the Secret Committee } Do. 1st Sept. 1785
of Directors — — — —
Copy of Letter from Ditto — — — 28th April 1786.

Sam. & Sec.

Fort St George
25th April 1788

Signed John Hamilton Esq.

Sent the undermentioned Letters / entered
in M. B. Nos. 62. 63 /

To the Deputy Paymaster to the King's Troops,
enclosing Copy of a Letter from the Committee for
examining the accounts of the King's Troops, and
directing him to furnish the seperate Statements
required, provided Mr. Burke cannot supply
them at Calcutta.

To the Deputy Paymaster to the King's Troops.

To Captain Archibald Brown — Representative of the Captors of Bimlipatam — enclosing Copy of a Letter from Mr. Dormieux, and desiring him to give it a due Consideration.

To the Representative of the Captors of Bimlipatam

28 Received the undermentioned Letters / entered
in M. B. No. 64. 65. 66. /

From Mr. Surgeon Gordon — requesting

to

Fort St George April 17.88

From Mr Surgeon Gordon

28th to be appointed a Member of the Hospital Board, in the Room of Mr. Thomas Davis, deceased.—

From Mr. Charles Baker

From Mr. Charles Baker,—requesting an Order for the Payment of arrears of Gratuity due to the Estate of the late Lieutenant Stonehouse, & amounting to Pagodas 156 g. 35. 79.—

From Colonel Kelly.—

From the Commanding Officer at Wallajanabad enclosing a Letter to him from the Commissary of Stores, recommending that some Place be allotted for lodging the Camp Equipage & stating that the Kiln shed would answer the Purpose.—

At a Consultation Present—

The Honorable Major General Sir Archibald Campbell K.B. President

John Holland James Henry Casamajor

& Robert Maunsell Esqrs

Tuesday 29th April 1788

Minutes of last Consultation read & approved.—

Read the following Letter from the Military Board.—

To

1099 Fort St George 29th April 1788

To the Honble Major Genl Sir Arch.d Campbell K.B.

Governor in Council

Honble Sir,

We have had the Honor to receive Mr.

From the Military Board with their opinion on the Charges prefered against the Hanoverian Quarter masters by the adjutants - on Lieut.t Colonel Gibbings's Claim for Off Allowings - and on the Claim for Rank, prefered by Messrs.s Darke Copland Burke & Morris of the Artillery

Secretary Chamiers Letters of the 2d and 16th Instant with their several enclosures.

As the Letter from the three Hanoverian adjutants exhibits an heavy charge against the Quarter Masters of the Regiments for having deprived them of their Pay without any authority, and as the Claims of the adjutants involve a great variety of circumstances, which cannot be known to this Board, We beg leave to suggest to your Honor, that a Copy of their Letter be transmitted to Colonel Wangenheim desiring him to order these matters to be investigated by a Court of Enquiry, consisting of Hanoverian officers, and likewise to report to Government whether it is the custom of the Hanoverian Service to pay both their first and Second adjutants, at what rate they are paid, and for what reason the Demand of the adjutants has been suspended from the year 1782 to the present time.

An examination of Lieutenant Colonel Gibbings

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Fort St George 29th April 1788

Gibbings's claims for Offreckonings, it appears, as was before observed in our Proceedings of the 4th January last, that there is a material difference between his Claim and that of Lieutenant Colonel Gliding town, the former commanded a Corps of Sepoys raised only for a particular temporary service, and the latter two regular Battalions, the 22d and 23d belonging to the strength of the Army; We are therefore of Opinion that the Claim now made by his Attornies is inadmissible, particularly as it appears that Lieutenant Colonel Gibbings himself remained three years in the Country, without making any Demand for these Offreckonings.

Having transmitted Copies of the Memorials of Lieutenant Fireworker Morris, and Lieutenants Darke, Copland and Lieutenant Fireworker Burke, to the Gentlemen over whom Precedence is solicited, and having received the accompanying Replies, we are of Opinion Mr Morris's Claim for Rank as likewise that of Messrs Darke, Copland and

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and Burke, cannot be admitted;

We have the Honor to be with perfect

respect, &c. &c.

Fort St George
29th April 1788

Signed

J Capper
Patrick Ross
James Eidingtoun
Ja.s Campbell
Wm Sydenham

Minute thereon

The Board confirm the several Opinions contained in the foregoing Letter, and it is in consequence agreed that this Resolution be Communicated to the parties concerned.

Read the following Letter from the Com.e of Works.

To the Honble Major Genl Sir Arch.d Campbell K.B.
President and Governor in Council
Fort St George

From the Committee of Works - enclosing the Proposals of Mess.rs Wolff & Shawe for executing the Buildings at Bondamallee and recommending that as the offer of those Gentlemen is considerably above the Estimates, a new advertisement be published —

Honble Sir,

The advertisement for the Buildings at Poonamallee, which accompanied your Secretary's Letter of the 8th Instant, was immediately published agreeably to your Orders; In consequence of it

we

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We find on enquiry that most of the articles are to be sent from hence at an extraordinary rate of Pay — that our Maistreys must be on Batta. & that the charge of Art hire on Palinieras, mapers &c. from Madras will not admit of our undertaking these extensive Works for a less Sum.

We have the Honor to be,
&c. &c.
/Signed/ Robert Woolf
Joseph Shawe

Fort St George
25th April 1788

As the offers made by Messrs Woolf and Shawe are considerably above the Estimates, it is agreed to decline accepting them and to authorize at the same time the Committee of Works to propose to the above Gentlemen the execution of the Buildings at their contract Prices — if they refuse to undertake them upon those terms, the Board will adopt some other mode of Carrying them into execution.

Minute thereon

Read the following Proceedings of the Hospital Board, with Letter from Mr. Raine, entered in the B. of C. 67

Hospital

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Fort St George 29th April 1788

Hospital Board.

28th April 1788

Proceedings of the Hospital Board — In Reply to the applic: cation from Ganjam for further medical assistance — Mr. MacMahon Assistant Surgeon to the 17th Batt. Desirs to know where he is to be stationed — Recommending that Mr Rainsford be appointed to fill the Vacancy at the Hospital Board, occa: sioned by the Death of Mr Davis.

Read a letter from Mr. Charnier, enclosing an Extract of a Letter from Ganjam, stating the valuetedinary con: dition of their Surgeon, the num: ber of Inhabitants, and their diffused situations.

The Hospital Board, have it not in their power, to comply with the Genral Orders, as will appear by their letter of 22d February wherein they have reported a deficiency of 26 Assistant Surgeons.

Read a letter from Mr. M'Mahon, doing duty with the 17th Battalion, requesting to Know where he is to be sta: tioned, as that Battalion is ordered to relieve the 27th in the Garrisons of Rajamundry, Samulcotah and Ondapelly — as the Hospital Board are unacquainted with the motives of Government, in the relief of Garrisons, they beg leave to refer it to them, and have

Approved

Mr. M'Mahon is to be stationed in that part of the Country where his services are most required, of which the Hospital Board are supposed to be the best Judges. —

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have the honor to enclose his Letter, and have in the meantime directed their Secretary to write him, to comply with the orders of the Officer Commanding the Battalion to which he is appointed.

Read a Letter from Dr. Russell stating the forwardness of the proposed publication of his first Fasciculus, wishing a further communication from the different Surgeons, to contribute every assistance in their power for the completion of this work.—

Ordered, That the Hospital Board desirous of forwarding so laudable a plan have directed their Secretary to write to the different Surgeons, to give Dr. Russell every information in their power, agreeable to the mode directed by Dr. Russell.—

Approved

Mr. Davis late a Member of the Hospital Board, and Head Surgeon of the General Hospital having departed this life on the 24th Instant

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Instant, after lingering Illness. In consequence of which Mr Raine in the confidence of his Seniority, addressed a letter to the Hospital Board propo: sing to fill up the vacancy, which they have the honor to enclose.

The Hospital Board are exceedingly happy to find this Gentleman is so far recovered from his wounds, and hope his application will be honor: red with the approbation of Government.

The Physician General has the Honor to remark in justice to Mr Raine, that for above 12 months past he has regularly reported to him, his attendance on a number of Officers in Sick Quarters.

Read a letter from Mr. Duffin, stating a request from Mr. J Campbell Assis: tant Surgeon of the 2d Regiment of Cavalry, to visit the Presidency which they hope will be grant: ed.

Read a Letter from Mr.

Mr Duffin, appointed successor to Mr Davis, the reasons for which will be given in a separate Letter from the Military Secretary

Approved

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Fort St George 29th April 1788

Read the following Letters from Mr.
Lewis, Chief at Tellicherry.—

To the Honble Sir Arch.d Campbell K.B.
Governor &c. &c.
&c. &c.
&c. &c.
of Fort St George

Honble Sir,

From the Chief of Tellicherry.— Tippoo still at Calicut.— The Governor of Cochin apprehensive of a visit from him

I have now the honor to enclose Duplicate of my last address dated the 8th Instant and forwarded via Anjengo.

The Nabob Tippoo Sultaun still continues quiet at Calicut, from whence it is now reported, he intends proceeding to the Southward, as soon as he has made enquiry into the state of the Mahratta Revenues, for which purpose I am informed he has ordered all His Officers and the several Rajahs to repair thither— some people pretend to say he means to march into the Travancore, whilst others give out he will certainly attack the Dutch at Cochin, tho' I believe no one can possibly know his real intentions— The Governor of Cochin is undoubtedly apprehensive of a Visit from him, for which he is preparing accordingly, & has written to Columbo for a Reinforcement of Troops.

I am, very respectfully &c. &c.

Signed William Lewis

Tellicherry
the 15th April 1788

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Fort St George 29th April 1788

To the Honorable Sir Arch.d Campbell K.B.

Governor &c. &c. &c.

of Fort St George

Honble Sir,

From the Chief of Tellicherry - with Intelligence from the Resident at Calicut - The attack of Cochin said to be Hyder's first object and that of Travancore the next.

My last respects dated the 11th Instant waited on you by the Milford - as publick advices were yesterday received from the Resident at Calicut, I deem it a duty incumbent on me to give you the following Extracts therefrom.

"I arrived here the 9th in the morning, "and was desired to wait on the Nabob the same Evening, "which I accordingly did, but after staying a considerable "time in an adjoining Tent, he sent one of his people to "direct me then to go, and he would send for me when "he was at Leisure - I wrote you publickly yesterday "morning, but on application for permission for the Boat "to sail, I was informed that it could not be granted until "I had seen the Nabob - since this I have sundry applied for "an Audience, but have not yet procured one, so that the Batt. "Boat may be detained a considerable time under "this pretence."

"The Nabob has not with him 5000 men - "the greatest part of his army are gone to Palacatcherry - He "has nothing but Field Pieces here, except what belongs to

the

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"the Fort all his heavy Cannon are sent to Palacat:
"cherry — There is not the smallest Rumour of any inten:
"tion to attack Tellicherry — Cochin is today said to be
"his first Object and Travencore next."

Should the Nabob attack Cochin I am of opinion his time will be so fully employed, that he will not be able to proceed to the Travencore before the Rains set in — but should the Idea of Cochin be thrown out merely as a blind, and he should march into the Travencore, I think it is most probable he will stir up the Mallabar Powers to give some disturbance to this place, and, at the same time afsist them with a part of his own Forces, as he did the last siege — should he not take a more decided step against Tellicherry I am confident the Troops in this Garrison will give a very good Account of the Nairs.

I am very respectfully
Sir
Your most
Obedt Servt
(Signed) William Lewis

Tellicherry
the 14th April 1788

Substance of a Letter from the Rajah of Travancore.

The President lays before the Board a Letter from the Rajah of Travancore (entered in Country Correspondence No 39) repeating his alarms, and expectations that Tippoo Sultaun purposes invading his Country.

(Signed)

Fort St George 29 April 1788

Agreed that Copies of the above Letters be sent to Bengal by the Snow Hastings under Dispatch.

Copies of the above to be sent to Bengal

Agreed also that the President be requested to write to the Rajah of Travancor repeating the assurances given him of the Company's protection, recommending a prudent line of Conduct while the Mysore Chief is in his neighbourhood, and forwarding a Duplicate of the last Letter which was sent to him.

The President to write to the Rajah of Travancor

The Secretary lays before the Board the following Letter addressed to him by the Committee for the three Classes of the Nabob's Creditors.

To Mr. Secretary Chanier

Sir

We are favored with your Letter of the 25th April in which you inform us, that you are ready to furnish us with Official Copies of all such papers as have been sent to Bengal, and with any others which we may point out as necessary for supporting the Claims of our Constituents.

From the Committee of Creditors - stating the Papers which they wish to be furnished with

We beg leave to request that in addition to the papers you have been pleased to transmit to us we may be furnished with Copies of the following Papers.

Copy

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Fort St George 29th April 1788

Copy of the Letter wrote by the Nabob on the 22d of February 1787.

The Governors answer to this Letter.

Letter from the Nabob Dated 27 February 1787

Extracts of General Letter wrote to the Court of Directors by the Talbot and Berrington so far as they relate to the above Correspondence with the Nabob.

Extracts by the Berrington and Talbot relating to the ability of the Nabob to pay the sum stipulated by the new Treaty.

Extracts of the Letter by the Talbot & Berrington which relate to the Interest of the Creditors.

Extracts of the Company's Letter approving of the Agreement of 28th June 1785.

Extracts of any Orders or Instructions which the Court of Directors or their Select Committee may have sent out after the receipt of the agreement of June 1785 relative to any additional stipend from the Nabob or the formation of a new Treaty.

Letter to the Nabob of the 6th Instant.

We have the Honor to be,

E. E. James Taylor
Paul Benfield
Benj[n] Roebuck
Geo: Mowbray
Jos: DuPre Porcher

(Signed)

agreed

Fort St George
28th April 1788

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Fort St George 29th April 1788.

Agreed that the Secretary be directed to furnish Official Copies of the Papers requested, and to inform the Committee of Accounts that this Government have not received any orders or Instructions after the agreement of 1785 relative to any additional Stipend from the Nabob or the formation of a new Treaty.

Minute thereon

Read the following Letter from the Deputy Paymaster to the Kings Troops.

John Chanier Esq.

Secretary to the Militam Department

Sir,

I have the honor to receive your favor yesterday, enclosing Copy of Letter from the Committee appointed to examine the Kings Paymasters Accounts — and have to request you will please to inform the Board, that the Accounts of Disbursements / with Vouchers to sup: port the same / made up to this Majestys Troops serving on this Coast up to February 24th 1787 have been transmitted from hence to the Kings Paymaster Generals Office in Calcutta.

Therefore with due submission to the Board, I should conceive it would be more regular that the Governor General should Order application to be made to Mr Burke at Calcutta for any accounts that may be wanted up to the 24th of February 1787 & the accounts of Disbursements —

From the Deputy Paymaster to the Kings Troops — recommending that the accounts of Disbursements up to February 24th 1787 be furnished from the Office of the King's Paymaster General at Calcutta, & stating that those subsequent to the above Period and up to the 1st Sept. 1787 will be furnished by him —

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Disbursements to His Majesty's Troops made subsequent to that period up to the 1st September 1787 shall be prepared with all possible Dispatch at this Office, and laid before the Committee in the course of a very few days.

Sam. Lo. & Co.

Fort St George
25th April 1788

R. Mitford Dy Sec. to Govt.

Copy to Bengal

Agreed that Copy of the foregoing be sent to the Governor General and Council at Bengal

Read the following Letter from the Comptroller General of army accounts.

To the Honble Major Genl. Sir Arch. Campbell KB.

Governor in Council

Honble Sir,

From the Comptroller General — on the Claims of the Hanoverian Officers for a Compensation for the Loss of their Baggage when shipwrecked at Lorraine, and for Hospital Expences at Rio Janeiro —

The Claims of the Hanoverian Officers for a compensation for the loss of their Baggage when the Brilliant Indiaman was wrecked on her Voyage to India has been already rejected as appears by the following Resolutions of the Governor and Council.—

"Extract from the Minutes of Consultation

"Dated 25th July 1785

"Agreed that Colonel Bumbold be "informed that the Company have not made themselves

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"themselves answerable for Losses similar to those he
"has laid before the Board."

In order to prevent the repetition of such
frivolous applications I beg leave to suggest to your
Honor, that a letter should be written to the Comman-
ding Officers of those Regiments informing them,
that when Claims have once been submitted to
Government and rejected, they are not to be repeated at a
distant period, unless some new lights are thrown on
the subject, and in that case the reasons for which
they were rejected are at the same time to be mentioned
If some such measures are not adopted, on every
change of Government these groundless Claims will
again be revived, and much time be lost in exami-
ning speculative Demands which do not deserve
a moments consideration.

The abovementioned Resolution of the
Board is a full answer to almost every part of
these Claims for as the Company are certainly not
responsible for private losses sustained by ship-
wreck so neither are they to incur any Extra Expence
for the maintenance of the Hanoverian Officers
whilst they were living on the Island of Ganna
during which time their Pay was drawn and no
Doubt was fully sufficient to defray all their
Expences

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Expences. If it was necessary to hire a Vessel to bring them away from that Island the Commanding Officer should have made a proper bargain for the Freight before he embarked, which no doubt would have been fulfilled by Government on their arrival here; but if they came away from thence in one of the Company's Ships, and no bargain was made between the Commanding Officer and the Captain, it is usual to pay 6 fanams a Day for the Diet of every European, and 5 Shillings for that of every Officer, but then this Money is not to be drawn by the Officers of the Regiment, on the contrary it is paid to the Captain and Owners of the Ship for Provisions, and if not demanded by them is not to be drawn by any other Person.

With respect to the Claim of Hospital Expences at Rio de Janeiro incase of any extraordinary Sickness breaking out among the Men so that they were obliged to go on shore in order to be restored to health, a small allowance might be made to them but then the Bill ought to be Certified by the Captain and Surgeon belonging to the Ship in which they came out, for in strictness it was their Duty to have defrayed all the Expences of that nature, The Surgeon

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Fort St George 29th April 1788

of every ship is paid half a Guinea each for every Soldier and Recruit he lands in India, which is a very ample allowance for it seldom happens that above one Man in ten falls sick during the Voyage, and then Medicines and proper Provisions are found by the Owners and the Company both when the Ship is in Port & out at Sea.

In the Articles of Agreement made between the Ministers of the Electorate of Hanover and the Court of Directors nothing is mentioned respecting the Cloathing but what follows Viz.t "a uniform is to be "made up in England as a pattern for the rest and if "they can be furnished cheaper in Germany the difference "is to be allowed to the Company." From this Article of the Agreement it does not appear on whom the loss of the Cloathing in the Brilliant Indiaman must fall and therefore as the Court of Directors must be the best Judges of the Spirit and intention of that Agreement it would perhaps be better to refer this point home for their Decision.

I have the Honor to be, with great respect

&c. &c.

Fort St George
29th April 1788

Signed Kapper
Q.M.A.

The Board approve the Opinions given by Colonel Kapper, and it is accordingly agreed that they

Minute thereon

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they be Confirmed and Communicated to Colonel de Waingenheim.

Read the following Letter from a Major Burrowes.

John Shannier Esq.r

Military Secretary

Sir,

From Maj.r Burrowes stating a Claim to Allowances during the Period of his Commanding three Battalions, consisting of 1800 Men, in the Tanjore Country.—

In conformity with the Orders of Government directing that all Claims still Outstanding against the Honorable Company on account of Military Arrears prior to the 31st December 1785 should be given in, and Adjusted in the proper Offices on or before the 1st of May next, my attorney at Madras Mr. John Tullok, Delivered in my Claim at the Paymasters Office, for Allowances due to me during the Period of my Commanding three Battalions consisting of Eighteen Hundred Men in the Tanjore Country, to which he was answered that nothing could be done in the Business without an Order from Government.

These Battalions were raised originally for the Revenue Service, but the war with Hyder breaking out immediately after, they were from thence forward employed on actual Service, their Cloathing was made up by Mr. Harry Taylor as agent

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agent, and I have received no Offreckonings whatever from that Fund, nor from any other.

Altho' I have stated my having commanded three Battalions, I dont mean to insinuate a right of sharing for each. I shall be well satisfied to receive whatever the Honorable the Governor in Council may think me entitled to, and I shall be much obliged by your laying these circumstances before them, with my request that they will be pleased to Order such a Sum for me, as they may Judge proper. I have the Honor to be,

&c. &c.

Trichinopoly
25 April 1788

[Signed] J Burrowes

Minute thereon

Agreed that the above be referred to the Military Board and that they be desired to report thereon.

Read the following Letter from Major Tonyn to the Secretary

To John Shannier Esqr.
Military Secretary.

From Major Tonyn - In Explanation of the Charge preferred against him by the Committee of Treasury

Sir,

I had the pleasure to receive the favor of your Letter of the 21st Instant accompanying Copy of a Card and Enclosure sent to the President by His Highness

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Highness the Nabobs Second Son Azeem ul Omrah Behauder, and desiring me to explain the reason of my adopting so extraordinary a mode, as is therein stated, of effecting the recovery of Money due to me;

I request you would be pleased to acquaint the Honorable Board that the matter hath been totally misrepresented to His Highness the Nabobs Second Son Azeem ul Omrah Behauder, for no violence what: ever was offered to the Amuldar alluded to, nor was he conducted in the disgraceful manner described to Trivatoor, the fact is as follows;

Soon after I arrived at Arcot my Dubash went into the Country to purchase Bullocks, procure horse Grain, and some other necessary Articles for the use of my Regiment, During the time he was employed upon this Business in the neighbourhood of Trivatoor it came to his knowledge that Verah Swamy had lately been appointed Amuldar of that District, and recollecting that he owed me a sum of Money, without any authority or Instructions for that purpose, applied to him for payment of the Amount, but as I am informed without obstructing him in his business or offering any insult to his Person.

The day following I arrived at Trivatoor on my return to these Cantonments having been

Absent

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absent on the Service, and was told of the circumstance of Verah Swamy being upon the place and of the application made to him by my Dubash, but understanding at the same time that the Man was in the Nabobs employ, the respect due to His Highness induced me immediately to direct my Dubash not to interfere with or molest him in the least on account of any claim I had upon him. It is therefore without any foundation that the annuldar has complained of having been surrounded by a Company's Gun, and a Guard of dismounted Troopers, and forcibly conducted to Trivettore.

I have the Honor to be,

&c &c

Signed J. Col. Fonyn

Arcot Cavalry
Cantonments
25th April 1788

Agreed to desire the President will Communicate the Contents of the above to His Highness the Nabob.

Minute thereon

The President lays before the Board the following Letter from the Nabob, which is entered also in

C. C. No 40.

His Highness the Nabob Walaujah Bahauder of Arcot and the Carnatic &c &c &c &c

To Major General Sir Arch.d Campbell KB.

President and Governor and Commander in Chief Fort St George

From the Nabob states the Conduct of the Adestry Man, and applies for the assistance of Government in removing him.

My Friend

The Adestry Man was originally

Nothing

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nothing but a petty Polagar, the whole of his possessions yielded no more than Forty Thousand Pagodas a year - it was by my favour and countenance that he first became of any consequence - I forgave him the Peishcash of Callastry which was 20,000 Rupees p Annum - and I granted him the lease of Sutarampoor and other villages and Districts at a very low Rent upon condition that he should attend me with his Troops whenever there was any occasion for his Services, or send his Troops without excuse or evasion to any part of the Carnatic that I should order him - that he should pay the Circars Money without delay, and that he should not fail in the least respect in his obedience to me.

But notwithstanding his entering into these engagements with me by a written Muchelka he has for some time past, acted in the most refractory and disobedient manner - wherein the late War I summoned all the Pallagars and Dependants of the Carnatic to my Presence, the Rajah of Vencatgerry repaired accordingly, but this Man instead of obeying my Orders, went directly to the Enemy, and acted with him in two Engagements against our Army under General Sir Eyre Coote - The Inhabitants of Arnboor, who during the War had taken refuge with their Cattle in Calastry, he will not suffer to return to their habitations

notwithstanding

Ed

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notwithstanding I have repeatedly written him to do so, and he has taken away their Cattle, as well as those of other Inhabitants of the Circar's Country, and when I sent one of my Chaubdars with an Order to restore the Cattle to their owners, he drove away the Chaubdar from his Presence with the most insulting Contempt — Several Inhabitants of my Country who took refuge at Calastry during the War were plundered by him of their Effects. they came and prefered their Complaints to me, and I wrote orders to him on the Subject, but my orders were disregarded, and the People were obliged to put up with their loss — some of them are now present — He has lately had the boldness to send his People and take possession of some Villages belonging to Sattavaid and the People belonging to the Circar's Amildar were dragged out of the Village — and he is still acting with the greatest intemperance in several parts within the Circar's Boundaries — he sends people at night into the Villages and carry off the Revenues, and in such places where the Circar has only four or five Peons, he sends Hundreds to expell them & then does what he pleases in the Villages — He has stopped the Channel that conveys water for the Villages of Sattavaid and will not suffer it to be opened, nor will he let the Villages flourish — and he

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he evades the payment of the Circars rent — sometimes I write him to send a body of Peons to Condapid and Amboorgud when the Colleries and Thieves are troublesome there, having been obliged to lessen the number of my Sebendies on account of my heavy Engagements to the Company; but he refused to send them — and tho' he promised in his Name Chelka to Surrender Paumajee Pollam to my Circar yet he still retains it in his possession.

The facts recited above are scarce a thousandth part of what might be enumerated — for the bad Conduct of this Polligar is almost beyond description — when all my attention is necessarily engrossed in providing for the payment of such large Sums to the Company, whenever I find the resources will admit of it I am obliged to — encrease the Rents — why Shou'd I suffer such a dangerous Man to hold his Leases at so low a rate and to possess himself of such large Sums of Money which ought to be received by my Circar — I have therefore determined to withdraw the Leases of the aforesaid Districts from this Man, and to appoint my own Amildars to collect the Revenues — and I have accordingly appointed Tunya Vancanna

to

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to be the Amildar and Huzoor ally to be Phougdar of said Districts.

I therefore request my Friend will be pleased to Order five or Six Companies of Sepoys under a proper Officer to be employed for the purpose of fixing the Circars Servants in these Districts, and to remain there for a short time untill the Districts are arranged to prevent the people belonging to this man from making any Disturbances, and from plundering the Villages.

After this is done I shall take the Peishcash of Calestry into consideration; for when I am under such large Engagements myself to the Company, it is right I should make all my Dependants contribute as much as they are able — Indeed the present case, is quite a simple one — The Countries mentioned above are only rented to the Calestry Man at a very inferior rent, and even that he will not pay — These reasons have determined me therefore to take away the Leases and to appoint my own Servants in the management and collection of the Revenues of the aforesaid Districts And I apply for the Assistance of my Friend for that purpose under the 14th Article of the late Treaty.

May your days be long & happy.

What can I say more?

The Shepauk House
29th April 1788

The

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Fort S. George 29th April 1788

The President informs the Board that

The President's Information to the Board on the above subject

he has made particular Enquiry into the subject of the Nabob's application which has been repeatedly urged to him, and being satisfied in his own mind that it is necessary to assist in the present instance the affairs of His Highness's Government, recommends a compliance with his wishes, and proposes that a Detachment under a careful Officer, furnished with suitable Instructions, be sent from Walajabad.

As the President has expressed his conviction of the expediency of complying with the Minute on the Nabob's application Nabob's request the Board can have no difficulty in giving their acquiescence agreed in consequence that the President, in his Character of Commander in Chief be requested to issue the necessary Orders.

Read a Letter from the Deputy Military Paymaster (entered in Miscellany Book No. 68) stating that the Apartments (No 30831) are vacant and requesting to be permitted to occupy them for the use of the Pay-master's Office.

From the Deputy Military Paymaster

Minute thereon

The Board are of opinion that one Set of Apartments, in addition to his present Office is

Fort St George 29th April 1788

is sufficient for the Deputy Military Paymaster,
and it is in consequence agreed that the sick Nº
30 be repaired, and allotted accordingly.

The President in his character of Com:
:mander in Chief recommends that Lieutenant
Robert Munro, and Lieutenant Fireworker Haynes
of the Corps of Artillery, being incapable of further
Service, be placed on the Pension List, agreeably
to their own Request — the former having been
wounded, is to receive 27 Pagodas Monthly — the
latter 15 Pagodas Monthly —

Lieutenant Robert Munro and Lieutenant FireWorker Haynes placed on the Pension List.

The Commander in Chief proposes the
following appointments and Removals.

Promotions and Removals or Consequence

Lieutenant FireWorker Benjamin Friend
to be a Lieutenant of Artillery from this Date vice
Munro pensioned and Tanner on half Pay —
Lieutenant Ulick Burke to succeed to full Rank. —

Ensign Angus McLaughlan re:
:moved from the Infantry with his Rank to be a
Lieutenant FireWorker of Artillery, vice Haynes. —

Mr James Wilson conductor of Stores
to be an acting Ensign of Infantry from this date
until the pleasure of the Court of Directors is known,
vice Mr Laughlan and an Ensign on half pay —

and

1130.

Fort St George 29th April 1788

and Mr. Francis Gahagan Conductor to be a Lieutenant Fire Worker from this Date until the pleasure of the Court of Directors is known vice Friend promoted and Northover on half Pay.

Resolved that the above be published in General Orders.

Ed. GOS.

Arch.d Campbell

John Holland

Lt. W.m Casamajor

R. Maunsell

1131 Fort St. George April 1788

Diary

Substance of a Letter from the Rajah of Travancore

Received a Letter from the Rajah of Travancore, dated 23d April (as entered in C.C. No. 41) stating the uneasiness which he has felt in Consequence of not receiving any answer from the President, to his repeated applications for Assistance to repel the expected attack on his Country by Tippoo Sultaun: and observing, that from his Intelligence, Tippoo meditates the Capture of the Fort of Cranganoor, belonging to the Dutch, and adjacent to his Country, which in all Probability will be followed by a Commencement of Hostilities by the Mysoreans on Travancore.

Substance of a Letter to the Rajah of Travancore

Sent Letter to the Rajah of Travancore, (as entered in C.C. No. 42) assuring him of the Company's Protection and Support, should the Mysoreans act in an hostile manner towards him, which is not to be apprehended, so long as he (the Rajah) continues to avoid any Interference in the Disputes that prevail in his neighbourhood.

Received the undermentioned Letters (entered in M.B. Nos. 69. 70. 71. 72. 73.)

From Messrs. Torcher, Redhead & Co. Attorneys

1132 Fort St George April 1788

h
30

From Mess.rs Booker Redhead & Co.

Attornies to Lieutenant Wilson — enclosing Bills amounting to Pagodas 247. 4. — which they request may be discharged.

From the Deputy Paymaster to His Majesty's Troops — enclosing Statement of Disbursements made to his Majesty's Troops from the 25th February to the 24th August 1787.

Ordered that the Statement be sent to the Committee appointed to investigate the Accounts of the Kings Troops.

From Masulipatam — with Invoice & Bill of Lading of 2201 musket Barrels and 198 Carbine Barrels laden on the Alert Sketch for the Presidency.

From Mr. Gahagan, Surgeon, solicits the appointment of Head Surgeon to the General Hospital at Vellore.

From General Horne — The Stores shipped on the Dolphin and Good will have been landed at Adrapatam and the last Division of them now on the Road to Trichinopoly.

Sent the undermentioned Letters entered in Mr Bens 74, 75-76-77-78-79-80-81-82-83-84-85

To

1133

Fort St George April 1788

30th

To the Chief Engineer the Kilns shed at Malangaiabad to be given up to the Commissary of Stores as a Receptacle for Camp Equipage to State the Expence which would attend the raising the Platform as mentioned in a Letter from Captain Skipper to Colonel Kelly, Copy of which is enclosed.

To the Chief Engineer

To the Accountant General the Amount of Gratuity due to the late Lieutenant Colonel Sears is to be liquidated by Certificate on Bengal.

To the Accountant General.

To the Secretary at Bengal Peter Hughes, a Deserter sent on Board the Hastings, to be delivered up to the Order of the Governor General.

To the Secretary at Bengal

Circulars to Chiefships and to Barrack Masters, informing them that Pensioners are not to be allowed Cts.

To Chiefships & to Barrack Masters.

To the Accountant General with accounts delivered to the Board by the Representative of the Raptors of Bimlipatam the Balance to be liquidated by a Certificate on Bengal, at the Exchange of 375 Rupees ₰ 100 Star Pagodas.

To the accountant General

To the Military Board to report upon a Claim preferred by Major Burrowes to Off Reckonings whilst in the Command of three Battalions in the Tanjore Country.

To the Military Board.

To the Committee of Works to direct that the Apartments No 30 in the Fort Square be repaired:—

To the Committee of Works—

the

1134 Fort St George April 17 88

30 the Offer of Messrs Wood and Shawe for executing the Buildings at Poonamallee, exceeding the Estimate, cannot be accepted — but may do the same at the Contract Price, and if they object some other Mode will be determined on —

To the Deputy Military Paymaster — the Board have allotted a set of Rooms No 30 — for the use of the Military Paymasters Office —

To the Commissary General — to report upon a Claim preferred by the Attornies of Lieutenant Wilson —

To Messrs Balfour and Tulloh — attornies to Lieutenant Colonel Gibbings — with the Opinion of the Military Board upon the Claim of their Constituent —

To Messrs Parke, Coupland, Morris, and Burke Officers of Artillery — inclosing the Opinion of the Military Board on their late Requisition respecting Rank —

Dispatched the following Letters

To

To the Deputy Military Paymasters

To the Commissary General

To Messrs Balfour & Tulloh

To Lieutenants Parke and Coupland & Lieutenants Fireworker Morris and Burke —

1125 Fort St George. 2d May 1788

To Messrs Taylor
Benfield
Roebuck
Moubray
& Porcher

Committee for the three Classes of the Nabob's Creditors

Gentlemen,

Having laid before the Board your Letter to me dated the 28th Instant - I have it in Com: mand to send you the following Papers comprehen: ding the Subjects on which you are desirous of being furnished with official documents.

Copy of a Letter from the Nabob dated 22d February 1787
Copy of a Letter to the Nabob - dated — Do Do
Copy of a Letter from the Nabob — 27th February Do
Extracts from the General Letter to England Dated 26th Do Do
Extracts from the Company's Letter dated 28th April 1786
Copy of a Letter to the Nabob — dated 8th April 1788.

In reply to the last Paragraph of your Letter wherein you desire to have "Extracts of any "Orders or Instructions which the Court of Directors "or their Secret Committee may have sent out after "the Agreement of June 1785 relative to any additional

To the Committee for the three Classes of the Nabob's Creditors with Copies of Papers comprehending the Subjects on which they have desired Information - No Instructions have been received from England subsequent to June 1785, relative to any additional Stipend from the Nabob, or the Formation of a new Treaty -

1136 Fort St George 1st May 1788

"additional Stipend from the Nabob or the forma-
"tion of a new Treaty." - I am to inform you, that
Orders or Instructions to the above Purport have not
been received by this Government.

I am, &c. &c.

Fort St George
30th April 1788

Signed John Shannier Secy

To Edward Hay Esqr.

Secretary to the Government

at

Fort William

To Mr. Secretary Hay - enclosing Depo-
sitions taken on Oath relative to the Meeting on Board the Hastings - The Mutineers sent close Prisoners. —

Sir,

I am directed by the Board to enclose for the information of the Right Honorable the Governor General the accompanying Depositions taken on Oath before a Magistrate at this place in conse-
quence of the meeting which existed on the 24th ultimo, on board the Snow Hastings. These Mutineers are now sent Close Prisoners on board the Hastings, to be dealt with according to their deserts. —

I am, &c. &c.

Fort St George
1st May 1788

Signed John Shannier Secy

To

1137

Fort St George May 17 88

To

To the Right Honble Charles Earl Cornwallis K.G.

Governor General in Council

at

Fort William

My Lord,

In addition to the information which we had the honor to communicate to your Lordship under Date the 23d Instant We now forward Copies of Letters lately received from the Rajah of Travancore and from the Chief of Tellichery which detail the movements of Tippoo Sultaun in their Neighbourhood.

We have also the Honor to enclose Copy of a Letter addressed to our Secretary by the Deputy Paymaster to the Kings Troops on this Coast, and beg leave to recommend that an application be made to Mr. Burke at Calcutta for the accounts of Disbursements to the 24th February 1787, as suggested in Mr. Mitfords Letter.

We have the Honor to be

&c. &c.

Signed Arch.d Campbell

&c. Council

List

Fort St George

30th April 1788

To Bengal - with Copies of Letters from the Rajah of Travancore & from the Chief of Tellichery - relative to the Movements of Tippoo - also Copy of a Letter from the Deputy Paymaster to the Kings Troops, recommending that the Accounts of Disbursements to the 24th February 1787 be furnished at Calcutta from the Office of the Kings Paymaster General

1138 Fort St George May 1788

1

List of the Packet

1 No 1 General Letter of this days date — 30th April 1788
2 From the Rajah of Travancore — 13th Do Do
3 From Do Do — 23d Do Do
4 To Do Do — 30th Do Do
5 From the Chief of Tellicherry — 11th Do Do
6 From Do Do Do — 14th Do Do
7 From the Deputy Paymaster General to the Kings Troops — 25th Do Do

8 List of the Packet

Fort St George
30th April 1788

Signd W. Jackson
Dep. Secy.

To Colonel Wangenheim

Commanding His Majesty's 14 & 15th Regiments
of Hanoverians

To Colonel Wangenheim
On the Subject of the
Application made to the
Commander in Chief
by three Adjutants of the
Hanoverian Regiments.
For Company not shown;
visits for the Sick sus-
tained by the Detach-
ment shipwrecked at
Joanna; nor for the
Hospital Expences
at Rio de Janeiro

Sir

I am directed by the Board to send
you Copy of a Letter addressed to the Commander
in Chief by three Officers of the Hanoverian Re-
giments under your Command with an Extract
of the Report of the Military Board upon it,
which has been approved and confirmed by
Government.

I am also directed to acknowledge
the

1139 Fort St George May 1788

I the receipt of your Letter dated the 25th Instant with
the several Enclosures, and to report to you the Opi-
nion of Government which is as follows.

That the Honorable Company are certainly
not responsible for private Losses sustained by
shipwreck, so neither are they to incur any Extra Expence
for the maintenance of the Hanoverian Officers
whilst they were living on the Island of Joanna
during which time their pay was drawn for them
that if it were necessary to hire a Vessell to bring them
away, the Commanding Officer should have made
a proper bargain for the Freight before he embarked
which would have been fulfilled by Government
on the Arrival of the Officers here, and, that, with
respect to the Claim of Hospital Expences at Mode
Jamien incase of any extraordinary Sickness
breaking out among the men, so that they were
obligid to go on shore in order to be restored to
health a small allowance might be made, but
then the Bills ought to be certified by the Captain
and Surgion belonging to the ship in which
they came out.

In the Articles of Agreement made
between the Ministers of the Electorate of
Hanover and the Court of Directors nothing is
mentioned

1140 Fort St George May 1788

I mentioned respecting the Cloathing but what follows Viz.t — "a Uniform is to be made upon "England as a pattern for the rest, and if they can "be furnished cheaper in Germany the difference is "to be allowed to the Company" — From this Art.: tricle of the agreement it does not appear on whom the loss of the Cloathing in the Brilliant Indiaman ought to fall, and in this doubt Government are of Opinion that the Claim should be referred to the decision of the Court of Directors.

Fort St George
30th April 1788

Sam.l Hy.e &c.a
Signed John Shannier
Sec.y

To Dr. James Anderson
Physician General
&c.a to the Members of the Hospital Board

Gentlemen

I return by Order of the Honorable the President in Council your proceedings of the 28 Instant in the resolutions of Government thereupon In reply to that part which recommends

To the Hospital Board.
Mr. Duffin to succeed Mr. Davis — the General Hospital at Vellore to be tendered to Mr. Paine

1141 Fort St George May 1 1788

I recommend a Successor to the late Mr. Davis, I am directed to inform you that Government consider the Head Surgeons of General Hospitals as the best entitled to succeed to Vacancies at your Board, and upon this principle they have appointed Mr. Duffin to the charge of the General Hospital at the Presidency and to the vacant Seat at the Hospital Board.

With respect to the Claim made by Mr. Raine I am instructed to remark that it would have had greater force if he had applied for the Charge of a General Hospital when two were vacant a short time ago, but as he declined coming forward at that time Government can only state his return to active Service from the present period, and desire that the Hospital Vacated by Mr. Duffin be tendered to him, by which means he will hereafter have it in his power, should he be disposed, to prefer a strong Claim to Succession in the event of a future Vacancy in the Hospital Board.

I enclose Extract of a General Order this day published I am &c.

Fort St George
30th April 1788

(Signed) John Shannier
Sec.

1142

Fort St George 2d May 1788

At a Consultation Present

The Honble Major Gen.l Sir Arch.d Campbell

K.B.

President

John Holland James Henry Casamajor

Friday

2d May 1788

&

Robert Maunsell Esq.rs

Minutes of last Consultation read and

approved.

Read the following Letter from the

Committee for the three Classes of Nabob's Creditors

To The Honble Major Gen.l Sir Arch.d Campbell K.B.

President and Governor in Council

Fort St George

From the Committee of Nabob's Creditors, encl: sing their address to the Government General, on the subject submitted hitherto for the Consideration of the Judges, together with Remarks on the State of the Case drawn up by Mr. Attorney General Sullivan.

Honble Sir

We have the Honor to enclose an address to the Right Honorable the Governor General in Council on the subject you have been pleased to submit to the Bengal Govern:ment for the Consideration of the Judges, we have subjoined our remarks upon the case you

1143 Fort St George 2d May 1788

were pleased to transmit to us and likewise a Copy of the Opinion of His Majesty's Solicitor General &c: accompanied with other papers from No 1 to No 19 relative to the affairs of the Ceded Lands which we request may be forwarded by the earliest opportunity. We have the Honor to be,

&c &c

Fort St George
30th April 1788

Signed James Taylor
Paul Benfield
Geo: Moubray
Jas DuPre Porcher

To the Right Honble Charles Earl Cornwallis K.G.
Governor General in Council
at
Fort William

My Lord

Alarmed by the measures pursued by the Government at this Presidency with respect to the funded Debt of His Highness the Nabob, measures that while they militate against the Principles of Justice strike at the root of a property that includes the Fortunes and consequently fixes the rights, or stamps the ruin of a large Body of

His

1144 Fort St George 22 May 1788

His Majesty's Subjects - It is with extreme Concern that we, whoare a Dimmitte for the affairs of the Nabob's Creditors find ourselves on the present occasion necessitated to address your Lordship in the defence of the property of those whom we represent.

The Rights of the Creditors were so fully confirmed by the act of Parliament for the Security of their property, the orders of the Company in pursuance thereof and the consequent Agreement entered into with the Nabob and further by the last decisive step taken by the Company for revoking an innovation made under their own Sanction that the Creditors assured themselves no further attempts would have been made to disturb the arrangement.

If the Government of Fort St George conceived that by any new Treaty they had authority to exercise the power of the Company to the Prejudice of the Creditors, we think the extent of its operation ought to have been clearly defined in such new Treaty, & that the Creditors ought to have had a communication of it at the time, so that by this period we should have been furnished with the Opinion of our Constituents residing in England on the measures we ought to pursue, But it is at this late hour we are told it is a doubtful point whether the

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1145 Fort St George 2d May 1788

the Creditors have any Claim to what has accrued by
on their account been received some months since—
The matter never seems to have been an Object for dis-
cussion, till it appeared to this Government a dubious
point whether the Nabob could fulfill the whole of the
Payments which by the New Treaty he was required
to make;

The act of his present Majesty Chap 24th
Section 37th ordains a fund to be established for the
discharge of His Highness the Nabob's Debts In pur-
suance of the act, the Court of Directors on the 9th December
1784 sent out orders for Establishing a fund for the
payment of the same, in conjunction with what the
Nabob should be Indebted to the Company consoli-
dating the whole in an arrangement prescribed by
themselves under the denomination of the Publick and
Private Creditors, at the same time directing the
appropriation of the same, and establishing compul-
sory methods to secure a Compliance on the part of
the Creditors — This fund they fixed at 12 Lack to be
paid annually, and ordered effectual measures to
be taken for the necessary security of it, and to effect this
measure they declare in the 28th Paragraph "We
"nevertheless think it our Duty as well to the private
"Creditors whose Interests in this respect have been

to

Fort St. George 2d May 1788

"so solemnly entrusted to us by the late act of Parliament as from regard to the Debts due to the Company to "insist on a declaration that in the event of the failure of "the Security proposed or in default of the instalments at "the stipulated periods, we reserve to ourselves full right "to demand of the Nabob such additional Security by Assignments on his Country, as shall be effectual for answering the purpose of the agreement" In consequence of which a solemn Deed was entered into by the Governor and Council embracing those objects so specially commanded in the Company's General Letter of 9th December 84 from Paragraph 26 to Para 29 inclusive; and at the same time they introduced a further Clause into the agreement applicable to their own Arrangements which declared that until the exact proportion of the Nabob's share of the Military expence could be ascertained His Highness Consents to consider it at four Lack of Pagodas pr Ann: in lieu of this Clause the Court of Directors never ordered to be included in the agreement made for securing the payment of the Nabob's 12 Lack to the Creditors; The Letter after it has gone over points relating solely to the subject of the publick & private Creditors and before it proceeds or enters upon any others which

Fort St George 2d May 1788.

which respect the Nabob or the Company Para 29 says "after having conciliated the mind of the Nabob "to this measure and adjusted the particulars, you are "not to carry the same into execution by a formal Deed "between His Highness and the Company according to "the tenor of these Instructions."

Here then it is proved that the Company ordered a Secure Arrangement specifically for the publick and private Creditors according to the act, which as they say so lemnly entrusted them with the Interest of the Creditors. The Arrangement of the 25th June 1785 was made in pursuance of their orders. The instalments were fixed on which the Nabob was to make his Payments and Penalties were annexed in case of failure.

In compliance with the act and the orders upon it, the Creditors among whom the Company bear a part naturally expect as a right the full and punctual Payment of the 12 Lack stipulated by the Agreement, and they presume that the Carnatick is held as the Security for the full and punctual payment of that Sum, and it must be allowed that it is in great moderation and Justice they hold such expectation, when it be considered that

the

Fort St. George 2d May 1788

"so solemnly entrusted to us by the late act of Parliament as from regard to the Debts due to the Company to "insist on a declaration that in the event of the failure of "the Security proposed or in default of the instalments at "the stipulated periods, we reserve to ourselves full right "to demand of the Nabob such additional Security by Assignments on his Country, as shall be effectual for answering the purpose of the agreement" In consequence of which a solemn Deed was entered into by the Governor and Council embracing those objects so specially commanded in the Company's General Letter of 9th December 84 from Paragraph 26 to Para 29 inclusive; and at the same time they introduced a further Clause into the agreement applicable to their own Arrangements which declared that until the exact proportion of the Nabob's share of the Military expence could be ascertained this Honble Consents to consider it at four Lack of Pagodas pr Ann: in lieu This Clause the Court of Directors never ordered to be included in the Agreement made for securing the payment of the Nabob's 12 Lack to the Creditors, the Letter after it has gone over points relating solely to the subject of the publick & private Creditors and before it proceeds or enters upon any others which

Fort St George 2d May 1788.

which respect the Nabob or the Company Para 29 says "after having conciliated the mind of the Nabob "to this measure and adjusted the particulars you are "prompt to carry the same into execution by a formal Deed "between His Highness and the Company according to "the tenor of these Instructions."

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the

Fort St George 2d May 1788

the creditors of the new consolidated fund who form the chief mass of the demands of the private Creditors, are to receive by the Arrangement no more for a course of years than the Interest of their Debt, at the very reduced rate of 6 ℔ Cent, and that after years, when the discharge of some small proportion of their principal may come in course of Payment. The Company have yet preserved to themselves Seven twelfths of the whole Sum to be received on account of the Arrangement for the publick and private Creditors till the whole Debt of the Nabob to the Company shall be discharged.

It is observable The Nabob by the agreement engaged to pay for the Military establishment of the Carnatick four Lack of Pagodas and this Sum seems to have been fixed upon between the parties as nearly similar to what the Nabob had paid for a period of near 20 years. The 40 Section of the Act of 1784 orders a Reduction of every possible expence & upon this plan it could not be supposed that the Nabob's Quota of Military expences was to be enormously encreased beyond what he had for so many years been accustomed to pay. The additional Sums to be paid by the Nabob in consequence of the new Treaty of 1787 making his payments amount to

Fort St George 2d May 1788

to 21 Lack. sum to be more than he is able or willing to pay and that the nabob's acquiescence was not voluntary is deducible from the Publick Records, for tho' the Treaty was signed on the 24th February 1787, yet the Talbot, and Berrington which sailed the latter end of February & 1st of March carried home his request through Govern: ment for a remission of two Lack of Pagodas on the ground that the requisition of a payment of twenty one Lack was more than his means would enable him to ac: complish, yet upon the principle of the Nabob's Inabi: lility to comply with this new requisition, the Question of the rights of the publick and private Creditors seems now to be agitated.

If the Company have a right to tax the Nabob in one instance so as to break in upon the Arrangement of the Creditors, they have a right to do it in another, and then the Creditors are deprived of that Security which the act has ordained for them, and the Company in Consequence commanded, and that Arrangement becomes nugatory for which the Honor of the nation, the faith of the Company, and the Dignity of the Nabob stand pledged.

But upon what Ground has this Treaty received the Sanction of the Company? Because they have been informed by the declaration of this Government

Fort St George 2d May 1788

Government that the Nabob's Country is fully equal to the additional Sums with which he is assessed by the new Treaty; nor does it any where appear, after the receipt in England of the agreement of 28th June 1785, that the Company ever desired or gave any orders whatever for an assessment upon the Nabob exceeding the four Lacks stipulated in such agreement, all their orders subsequent to the receipt of the Agreement manifest a determined principle of indulgence and relief towards the Nabob in opposition to excessive demands for payments on account of the Military Charges as a peace Establishment, more than double the amount of what at any period His Highness had been charged with since his earliest connection with the English nation.

The Committee for the affairs of the Proprietors were under the necessity of addressing the Board on the 31st January last, explaining their Rights, complaining of their property having been withheld from them, requiring a Dividend conformable to the Agreement, and expressing a hope to be furnished with the communication of all Papers which related to the affairs of the Proprietors - in answer to which they received a Letter from Mr. Secretary Chamier dated the 9th Feby following

a

Fort St George 2d May 1788.

following expressing the regret the Board experienced that the state of the Treasury would not admit of their dividing the money that had become due to the Nabob's Creditors, with assurances that it was no less the Inclination than the Duty of Government to adhere to the terms of an existing agreement, and enclosing us in consequence of our application sundry Papers.

We addressed to the Governor and Council of Madras a Letter on the 21st of February last in reply to Mr. Secretary Charnier's Letter of the 9th acknowledging the receipt of Copies of the 2d and 19th Articles of the Treaty entered into with the Nabob on the 24th February 87, of the Agreement of 28th June 1785 and of Extracts of the Letter of the Honorable Court of Directors dated 31st July 1787, which were the first communications Govern: ment were pleased to afford us of these Papers: In our Letter we expressed that we presumed these were all the Articles of the Treaty which had relation to the affairs of the Creditors and hoped that the additional payments required from the Nabob by the 2d Article of the new Treaty executed 24th February 1787 would not be allowed to operate to the prejudice of the Articles and stipulations heretofore entered into for the Discharge of the Debts of the three Classes of Debitors whom we represented.

To

1152 Fort St George 2d May 1788.

To this Letter no reply was given, nor to a
Letter of the 29th March in which we called for a Div:
:vidend which became due to the Creditors on the 31st
January last.

On the 17th Instant, we addressed the Governor and
Council a Letter expressing that it was understood papers
had been sent to Bengal for the opinion of the Judges,
in which the property of the Creditors was concerned &
requesting a communication of such Papers, and
repeating our application for the payment which
became due the 31st January last, in answer we
have received Mr. Secretary Charriers Letter of the
20th Instant enclosing us Copies of the Letter of the
Governor and Council to your Honorable Board &
a paper entitled the Case of Mr. attorney General
Sullivan and informing us that the Reason why
we had not an earlier reply was, because our Letters
had involved Points of such consequence as rend:
:dered it necessary to ask the opinion of the first Law
Authority in this Country. — under these circum:
:stances the Creditors certainly ought to have been
informed of it, and it must appear extraordinary
that the information was withheld from them till
after the Dispatch of the last ship for England when

for

Fort St George 2d May 1788

for many months there could be no opportunity of transmitting accounts of their property having been withheld, and of the act of Parliament which secured their Rights having been rendered nugatory.

We observe in the last Paragraph which the Governor and Council have addressed to your Lordship, that they request the opinion of the Judges to be sent before the month of July when they say the last Kist to the Creditors becomes due.

On the 31st January last a Kist of 5 Lack became due from the Nabob to the Creditors, and has been a Considerable time in the hands of the Company — on the 31st March a Kist of Six Lack became due from the Nabob to the Company according to the new Treaty to compleat the nine Lack for the year, and although the greatest part of this Kist has been paid to the Company, yet no Dividend has been made to the Creditors, as the Observation of the Governor and Council respecting the last Kist becoming due to the Creditors in July, appears to imply a suspension of payment in case the Opinion of the Judges should not be obtained before that period, we are totally at a loss even upon all the

Reasoning

reasoning that has so unjustly been brought forward in the Case, to form an Opinion upon what principle such an Idea of suspension could be supported, since that the Government of Madras have already obtained from the Nabob within a Small Balance the full amount of his payments for the present year of nine Lack as required by the new Treaty; exclusive of the Kist of five Lack already received by them, and which became due to the Creditors on the 31st January last; thus circumstanced, it evidently follows, that neither the 5 Lack received by Government for the January Kist, nor Seven Lack that will become due in July are involved for the present year in the Questions Government have been pleased thus to agitate, however alarming and injurious those measures are to the property of the Creditors and to the Credit and currency of their Funds.

When Sir Archibald Campbell on his arrival at Madras found that a Dividend due to the Creditors had been withheld by his Predecessor Mr Davidson, as particularly set forth in our Letter to Government of the 4th April 1786, he reprobated the measure of withholding private property, and one

P.S.

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of the first acts of his Government was to pay the Creditors their Stipulated Sum which had been received from the Nabob for his List of the 31st January.

We have read over with attention the singular and leading Case stated for the opinion of the Judges, and we cannot help expressing our embarrassments at being called forth in the defence of the Rights and fortunes of those we represent, without the possibility of obtaining any legal aid, to combat this inadequate and partial statement, we have however observed upon it as far as our means enabled us, and our Remarks are annexed to this Letter.

The Governor and Council in their address to your Lordship under Date the 16th Instant, observe, the Creditors alledge that their agents in England have obtained Law opinions from high authority, declaratory of their having a legal right to be paid according to the proportion and periods mentioned in the Agreement of the 28th June 1785, they should have observed that the Creditors sent to the Members of the Board individually a Copy of this high Law opinion, and that it was given by his Majesty's Solicitor General not upon any Case but as itself declares on the Act of Parliament, the Orders of the Company 1784 and the agreement which established a Security for

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for the Creditors conformable to the spirit & actual words of that act.

We have the Honor to enclose your Papers from N°1 to N°19 which relate to our affairs and explain the solid Basis on which the arrangement for the Creditors is established, an Arrangement which we are convinced can in no degree be legally infring'd or broke in upon; and impressed with this Idea we are confident that the Judges will not sanction, nor your Lordship permit any innovation to be made on a Solemn Agreement ordained by Parliament, and entered into according to the Commands of the Honorable Company for the Security of the Publick and Private Creditors.

We have the Honor to be,

&c. &c.

Fort St George
27th April 1788

Sign'd James Taylor
Paul Benfield
Benj.n Roebuck.
Geo: Moubray
Jos. du Pre Porcher

Tho

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The impossibility of penetrating the Secret recess of the Cabinet must invelop in doubts and uncertainty every attempt to investigate the particular Instructions that must have been given to Mr. attorney General Sulivan when he had it in command from this Government to draw up a Statement of a case relative to the claims of the Nabobs Creditors under an act of Parliament of the 24th year of the reign of his present Majesty; and a subsequent agreement entered into in consequence between the Honorable Company and his Highness the Nabob of the Carnatic dated 27th June 1785 so that thus Circumstanced we must take separately the Paragraphs of Mr. attorney Generals Case & make our remarks on them.

Case of Mr. attorney General Sulivan as transmitted from the Governor and Council of Fort St George to the Committee of Creditors	Remarks of the Committee of Creditors
1 The 37th Section of the statute of the 24th George 3d Chap 25 enacts that the Court of Directors shall give orders to their Presidencies abroad for establishing in concert with the	1 This section evinces the tender-concern with which the Legislature beheld the very severe and cruel Predicament in which the Nabobs Creditors then stood, and

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the Nabob of Arcot, such fund for the discharge of his just Debts to British Subjects as shall be consistent with the Rights of the Com: :pany, the Security of the Creditors and the honor and dignity of the Nabob.

and it also shews that any Arrangement made is not merely to be confined to the Rights of the Company, but is also to comprehend the Security of the Creditors, it therefore follows that any arrangement which does not secure a fund for the Discharge of the Nabobs Debts to British subjects is contrary both to the Spirit & expression of this Clause.

2 The Fortieth section of the same statute has for its objects the greater Security of the State and benefit of the Company the support of the honor and dignity of the Kingdom and safety, defence, and Security of the British Possessions in India.

2 This Section relates to the internal Oeconomy of the Company's Government, and instead of warranting an greater expence, and of course a larger demand from the Nabob for that purpose than he had been accustomed to pay for a series of near 20 years justly considers the Security of the State as depen: :ding on a Reduction of expence and runs thus, "and to the "end and intent that the "British Establishments in "India as well Civil as Military

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"military may be regulated
"and improved for the greater
"Security of the State the ad:
":vantage of the Service and
"the benefit of the said united
"Company, be it enacted that
"the Directors of the East India
"Company shall & take into
"their immediate consider:
":tion the respective establish:
":ments Civil and Military
"of their several Presidencies
"and settlements in India, &
"give such Orders as the Case
"will admit for every practi:
":cable Retrenchment and
"reduction in the same, and
"shall also require from the
"said settlements and Presi:
":dencies respectively such fur:
":ther information as may be
"necessary to furnish them with
"a knowledge of the state of such
"establishments &c. &c.

/ altered by Desire /

But by the mode the
Case has adopted in conveying
the matter of this section of
the act it appears as if meant
to provide for an increase of
the Military Establishment,
no Person whatever
unacquainted

unacquainted with the
Clause itself would draw any
other inference from the Pre:
:mises, than that the honor
of the King dom having
been in a precarious situ:
:ation and the British Pos:
:sessions in India left un:
:protected and exposed, it
became a necessary measure
for the safety, defence, and
security of the whole that
an additional force should
be raised whereas by a refer:
:ence to the act itself, the sec:
:tion alluded to appears to
have for its grand & indeed
only objects, retrenchments by
every practicable means in
both the Civil and Military
Establishment and the in:
:troduction of economy into
the Civil and Military
Departments, How then
can this part of the Decla
justified which attempts
a perversion of the equitable
intentions of the Legislature
and by appearing to give the
essence of its purposes is
endeavoring to lead the
attention

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attention to constructions diametrically opposite to its true intent and meaning; by such means endanger: ing the property of the subject.

3 In obedience to this act the Court of Directors sent out orders to the Government of Fort St George as well for the Security of the Creditors as for the defence of the Coast in their General Letter of the 9th December 1784.

3 In obedience to this act the Court of Directors did send out orders to the Govern: ment of Fort St George for the Security of the Creditors pursu: ant to the late act of Parlia: ment and those which relate to the Creditors are as follows from Para 26 to Para 29 inclusive.

Para 26 — "We have taken "into our Consideration the "several advices and Papers "received from India relative "to the Assignment of the Re: "venues of the Carnatic from "the Conclusion of the Bengal "Treaty to the Date of yours "Letter in October 1783 together "with the representations of "the Nabob of the Carnatick "upon the Subject, and alth: "we might contend that "the Agreement should "subsist

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"subsist till We are fully
"reimbursed His Highness's
"proportion of the expences of
"the War, yet from a principle
"of moderation and persuasion
"attachment to our old ally
"His Highness the nabob of
"the Carnatick, for whose
"dignity and happiness we
"are ever Solicitous, and to
"cement more strongly if
"possible that mutual harmo-
"ny and Confidence
"which our Connection makes
"so essentially necessary for
"our reciprocal safety and
"Welfare, and for removing
"from his mind every idea
"of secret design on our parts to
"lessen his authority over the
"internal Government of the
"Carnatic and the Collection
"and administration of its
"Revenues, We have resolved
"that the assignment shall
"be surrendered, and We
"do accordingly direct our
"President, in whose name
"the

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"the assignment was taken
"without delay to surrender
"the same to His Highness,
"But while we have adopted
"this Resolution We repose
"entire Confidence in His
"Highness, that actuated
"by the same motives of
"Liberality and feelings of
"old friendship and alliance
"he will chearfully and im-
"mediately accede to such ar-
"rangements as are necessary
"to be adopted for our com-
"mon safety and for pre-
"serving the respective Rights
"and Interests we enjoy in
"the Carnatic, the following
"are the Heads and principles
"of such an arrangement as
"we are decisively of opinion
"must be adopted for these
"purposes Viz.t That for making
"a provision for discharging
"the Nabob's just Debts to the
"Company and Individuals
"for the payment of which
"His Highness hath so fre-
"quently Expressed the greatest
"solicitude) the Nabob shall
"give such Security for the
"punctual payment by
"Instalments

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"Installments into the Comp:
"Iranj's Treasury for Twelve
"Lack of Pagodas per Annum
"as Voluntarily proposed by
"His Highness until those
"Debts with Interest shall be
"discharged, and shall also
"consent that the equitable
"provision lately made by the
"British legislature for the
"liquidation of those Debts &
"such Resolutions and deter:
":minations as we shall here:
":after make under the autho:
":rity of that provision for the
"liquidation and adjustment
"of the said Debts bona fide
"incurred shall be carried
"into full force and effect:

Para 27 "Should any dif:
":ficulty arise between His
"Highness and our Govern:
":ment of Fort St George in
"respect to the responsibility of
"the Sowcar Security, or the
":time or terms of the install:
":ments, it is our pleasure
"that you pay obedience to
"the orders and resolutions of
"our Governor General and
"Council in Bengal in
"respect hereto, not doubting
"but

Esp

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"but the Nabob in such
"Case consent to abide by the
"determination of our said
"supreme Government.

Para 28 "Although from
"the great Confidence We repose
"in the honor and integrity of
"the Nabob and from an ear-
"nest desire not to subject him
"to any embarrassment on this
"occasion, we have not proposed
"any specific Assignment of
"Territory or Revenue for Secu-
"ring the Payments aforesaid;
"We nevertheless think it our
"Duty as well as to the private
"Creditors whose Interests in
"this respect have been so
"solemnly entrusted to us by
"the late Act of Parliament.
"as from regard to the Debts
"due to the Company to insist
"on a Declaration that in the
"event of the failure of the
"Security proposed or in default
"of payment of the Instal-
"ments at the stipulated
"periods, We reserve to ourselves
"full right to demand from
"the Nabob such additional
"security by Assignment on
"his Country as shall be
"effectual for answering

The

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"the purposes of the agree-
"ment.

Para 29 "After having
"conciliated the mind of the
"Nabob to this measure, and
"adjusted the particulars you
"are to carry the same into
"execution by a formal Deed
"between His Highness and the
"Company according to the
"tenor of these instructions."

4 "The Para" relating to these
two Subjects from 26 to 38"
Inclusive, for the liquidation
of the Nabob's Debts to 26 Para
directs that 12 Lack of Pag.
P annum payable by Instal-
ments be appropriated to that
purpose "until these Debts and
"the Interest be discharged" and
a formal Deed entered into with
His Highness "according to the
Tenor of these instructions" is
directed by Para 29

4 Obedience to the
commands of the Court of
Directors a formal Deed
was entered into with the Nabob
of the 2d June 1785 specifying
that 12 Lack per annum
were to be paid for the dis-
charge of the Nabobs Debts
to his Public and Private
Creditors and the Instalments
by which it was to be paid Viz.
by 5 Lack to be paid on the 31st
January, and 7 Lack on the
10th July, certain Obligations
were given for the punc-
tual performance of these
terms and this agreement
as far as it related to the Cre-
ditors was confirmed at
home.

5 The Company directed
that after having as abovementioned
concluded

5 For the defence of the Carnatick
the 33d enforces the punctual
discharge

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discharge of the contributory pro-
portions of the Nabob and the
Rajah of Tanjore to the military
peace establishment, and the 34th
providing for the Civil establish-
ment, the 35th requires that the
whole aggregate Revenues of the
Country be applied to the War,
and Continued so long after the
War as shall be necessary to dis-
charge the burthens contracted by it.

6— These orders gave rise to an
Agreement with the Nabob
dated the 28th June 1785, and a
Treaty dated 25th February 1787

7 The first article of the
Agreement goes to the safety
of the Country it does not
however ascertain the Nabobs'
Proportions of the military
peace establishment, or as it
is there called the Current
Charges, but merely considers
them, until their amount
be finally settled by Treaty
as at four Lacks of Pagodas.

conciliated the mind of the
Nabob to the foregoing
measure, it should be
carried into execution by a
formal deed, and then
propose certain plans to the
Nabob and the Rajah of
Tanjore for the defence of the
Carnatick as explained from
Para 30th to Para 37th.

6— An agreement of 28th
June 1785, was entered into,
which agreement declares
itself to have all the force of
a Treaty, and we understand
was fully approved by the
Court of Directors.

7— admitted that it
merely considers the Current
Charges to be four Lacks of
Pagodas until the amount
shall be settled by Treaty,
but the words rather imply
that a Reduction is to take
place instead of an encrease,
The words are His Highness
the Nabob agrees to pay his
proportion of the Current Charges
as stipulated by the Company to
be finally settled by Treaty
between His Highness the
Nabob

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Nabob and the Governor
and Council of Madras
agreeable to the late Orders
of the Company dated 9th
December 1784: until the
exact proportion can be
ascertained His Highness
consents to Consider it at four
Lack of Pagodas per Annum
and however undetermined
His Highness's proportion
of the Current Charges might
appear to be by this Article,
yet it must be obvious it was
considered at about four
Lack of Pagodas per Annum
this Seems to have been the
Sum proposed by the Governor
and Council who it is but
reasonable to suppose would
not have proposed a Sum
inadequate to the purposes
it was intended to Answer &
in thus consenting it is
presumed His Highness
conceived he had rather exceeded
what was incumbent on his
part to perform, for from the
Year 1775 to the Year 1780
and from the earliest com-
mencement with the Nabob
in time of Peace his
proportion

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proportion of the Current Charges upon an average was near the that sum; and if this mode of expression and the Object of the 40th Section of the Act of Parliament viz. the Reduction of expences for the greater safety of the State be taken into consideration, they would certainly bespeak a reduction of expence rather than a Claim to increase.

8 The terms of these payments being fixed the value of the Creditors property was thereby established and tho' the Company ordered compleat Security to be obtained for the payment of this Sum, the Government of Madras undertook by way of complying with the Orders of the Court of Directors to annex certain penalties which it was alone in the power of the Company to enforce.

9th — The only specifick Sum ordered by the Court of Directors to be demanded was the 12 Lacks on account of the Creditors and the provision for the Military expences could

8 The 2d provides for the Annual payment of 12 Lacks more to the Company and the private Creditors untill the Debts due to them be discharged and the 3d makes the Company responsible to the private Creditors for their proportion of the 12 Lacks according to the payments.

9 The Article secures to the Company a priority in payment of the Amount of the Nabobs proportion of the Current Charges for Military peace establishment but states the Amount at 4 Lack.

could alone be Governed by
what the Nabob had been
in the habit of paying for a
course of 20 years; from
hence this positive conclusi:
:on may be drawn, that from
the priority hereto given to the
Company, this Highness
never meant a future act
of his, should make any
considerable alteration in the
four Lack, at least not in
addition to them, and if the
Creditors were secured in the
receipt of these 12 Lack accor:
:ding to the Company's orders
for that purpose, it is not yet
seen they could be much
injured by the assumption
of priority of payments of the
4 Lack, tho' it remains to
be proved that this stipula:
:tion is warranted either by
the Company's Orders, or the
Act of Parliament But
if it can be increased to Nine
Lack the same power is ade;
:quate to increase it to 29
Lack, or any indefinite Sum,
to the absolute precluision of all
hope on the part of the Creditors,
and Operating to a compleat
dissolution

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dissolution of their property ordained by the legislature to be Secured.

10 The 9th fixes periods of payment and the particular Sum to be paid at each.

10 The particular Sums and periods being specified, the Company must adhere to them, nor can we conceive that any authority can alter them.

11 And the 11th provides that in the event of a deficiency in payment, the inconvenience arising from it should fall wholly on the Creditors, and in no degree on the Current Charges or military establishment.

11 The Assumption of the Company to a priority of Payment for four Lack could only be compensated to the Creditors by the Securities required to be taken for the payment of their 12 Lack, and the moral impossibility that the Carnatick could be inadequate under any circumstances in time of Peace to the payment of 16 Lack, But the same Argument cannot be applicable to the payment of 21 Lack or a further indefinite Sum to be exacted from the Nabob at the pleasure of the Company's administration.

12 His conceived by the private Creditors and by their Council, that this agreement is final, and conclusive in it's terms, and reserves no power to alter it in any respect, or any future event that the Company by the

12 The Reason this occasion would leave an impression that such an Opinion Came from a Council in Ordinary neglecting to distinguish the high Authority from

could alone be Governed by what the Nabob had been in the habit of paying for a course of 20 years; from hence this positive conclusion may be drawn, that from the priority here given to the Company, & His Highness never meant a future act of his, should make any considerable alteration in the four Lack, at least not in addition to them, and if the Creditors were secured in the receipt of their 12 Lack accordeing to the Company's orders for that purpose, it is not yet seen they could be much injured by the assumption of priority of payments of the 4 Lack, tho' it remains to be proved that this stipulation is warranted either by the Company's Orders, or the Act of Parliament But if it can be increased to Nine Lack the same power is adequate to increase it to 29 Lack, or any indefinite sum, to the absolute precluision of all hope on the part of the Creditors, and operating as a compleat dissolution

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10 The 9th fixes periods of payment and the particular Sum to be paid at each.

11 And the 11th provides that in the event of a deficiency in payment, the inconvenience arising from it should fall wholly on the Creditors, and in no degree on the Current Charges or Military establishment.

12 It is conceived by the private Creditors and by their Council, that this agreement is final, and conclusive in its terms, and reserves no power to alter it in any respect, or any future event that the Company by the dissolution of their property ordained by the legislature to be Secured.

10 The particular Sums and periods being specified, the Company must adhere to them, nor can we conceive that any authority can alter them.

11 The assumption of the Company to a priority of Payment for four Lack could only be compensated to the Creditors by the Securities required to be taken for the payment of their 12 Lack, and the moral impossibility that the Carnatick could be inadequate under any circumstances in time of Peace to the payment of 16 Lack. But the same argument cannot be applicable to the payment of 21 Lack or a further indefinite Sum to be exacted from the Nabob at the pleasure of the Company's administration.

12 The Caution this act occasion would leave an impression that such an Opinion came from a Council in Ordinary neglecting to distinguish the high Authority from

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the Agency of their Madras Government, have by this Agree-ment ascertained the exact Circumstances in which the Nabob's Debts shall stand, that as Parlia-mentary Commissioners they have thereby exhausted their powers, and precluded themselves from doing any act, that may diminish or, tend to diminish the value of such Debts.

13 Before the adoption of this reasoning and previous to the Treaty, an alteration was made at the instance of the Nabob in the periods of the Kists, and the Sums to be paid to this alteration, the Court of Directors declared they did not Object, and it was seemingly acquiesced in by the private Creditors Dividends having been made to them accor-ding to such alteration, and no Murmur, or discontent expressed at it.— The second Article of Treaty ascertains that what the agreement referred for ascertainment is viz: The Nabob's proportion of the current

from which it follows, no less than his Majesty's Solicitor General, who was believed to be one of the Stan-ding Council to the Company, and it should have shewn that on such Opinions the Company fell the Arrange-ment binding upon them, invoked the Measures of Innovation on the Creditors property, and took upon themselves the payment of £100,000 to Casby &c. who they in an incautious mo-ment had ordered should partake of the Creditors 12 Lacks.

13 The Case has here we conceive misstated the fact, and by implication Charges the Creditors with a Knowledge of Transac-tions which it is proved by their Correspondence with Government they were ig-norant of; nor were the Creditors acquainted with the nature of this deviation till the Case was transmitted to them their Letters to Govern-ment have universally desired an adherance to the terms

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Current Charges or Military peace establishment, and settles it at 9 Lack of Pagodas instead of four— The 9th Article stipulates that in time of War the whole of the Nabob's Revenues except a certain Sum for the Support of his Civil Government, shall be applied to the expences of the War, and continue after its termination untill all Debts &c. incurred by it, are discharged—

terms of the Arrangement— The Letter of the 31st January 88 particularly asks for a communication of all papers, and agreements between the Government of Madras, and the Nabob, which bear relation to the payments of Kists or matters of concern to the individual Creditors, and in consequence they were furnished with Copys of the Agreement of 28th June 1785 of the 2d and 19th Articles of the Treaty made the 24th February 1787 and one the Extracts of the Company's General Letter of 31st July 1787 no communication was ever made to the Creditors of a Change in the Kists, nor can they admit it is in the power of Government to alter them, and on the 28th February 1788 they acknowledged the receipt of these papers in the following terms "We have "had the honor to receive Mr. "Secretary Charnier's Letter of the "4th Instant transmitting by "your Commands some "Extracts of a Letter lately received "from the Honorable Court of "Directors, dated the 31st July last "also Copy of articles of agreement "concluded between the Govern- "ment of Madras and the "Nabob, under Date of the 28th "June 1785 and likewise Copy

of

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"of the 2d and 19th articles
"of the Treaty entered into
"between the Government of
"Madras and the Nabob,
"executed the 24th February
"last which from their
"Secretary Charmier's Letter,
"we presume are the only
"articles in the Treaty that
"you conceive to have relation
"to the affairs of His Highness's
"Consolidated Creditors; and
"We beg leave in the most
"respectfull manner to express
"our reliance that under the
"protection of the Honorable
"Company's administration,
"the additional payment
"required from the Nabob
"by the 2d Article in the new
"Treaty executed the 24th Febry
"last is not meant, and that it
"will not be suffered to operate
"to the prejudice of the Articles
"and Stipulations heretofore
"entered into with this Right
"ness for the discharge of his
"Debts to the three Classes of Cre
"ditors we have the honor to
"represent — To this Letter no
Answer was given from
which the Creditors must
have concluded that they
were in possession of every
paper which related to
their affairs and the Creditors
in

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in opposition to the case avow that neither themselves nor their agents in England at the time this opinion was given, had any Idea that a Change of the times of payment had been made with the Nabob, and whether the Court of Directors objected or did not object the Editors could never express their disapprobation of what they must have been unacquainted with, they have since the Commencement had a great deal of forbearance in consequence of the irregularity of Payments; But nevertheless their Letters have been one invariable Language of Complaint, tho' Couched in those respectful terms it was always their desire to observe towards Government: yet in England a prosecution had actually commenced by General Smith in Consequence of payments withheld, and requisitions were made by other Creditors that they might be furnished with Proper documents to enable them to take the same course.

The Creditors at the requisition of the Company surrendered every other mode of Recovery agreeable to the Company's Orders of December

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December 1784 and
which as his Majesty's
Solicitor General expresses
"Directed their council to
"carry the same into execu-
"tion, establishing compulsory
"methods to secure a compli-
"ance with their determina-
"tion, by laying the Creditors
"under many disadvantages if
"they refused to Comply with it,
"and particularly directing
"that no individual Creditor
"should take any separate
"measure to recover his Debts,
"The Creditors were therefore in
"effect obliged to submit to
"the Specific determination
"of the Parliamentary Re-
"ferences or lose their Debts."
And could this Article have
the force Mr Sulivan would
give to it, its Operation must
be dissolution of the property
of the Creditors as set forth in
Article 9th But taking this
new Treaty in its full force
and Virtue as a State paper
it cannot possibly affect
the Nabobs Creditors the
payments of whose Debts
had been especially provided
for by a proportion of 12 Lacks

of Pagodas, appropriated for
the purpose by a Solemn
Agreement entered into between
the Company and the Nabob,
the Amount of His Highness's
share of the Current Charges
was at the same time, and by
the same agreement fixed at
4 Lacks, the then Governor and
Council were compleat Judges
of what the Revenues of the
Country could afford, and what
was absolutely necessary on the
Nabob's part to grant as an
aid to the Current Charges had
they thought the Nabob could
have spared, or that the situa-
tion of the Company's affairs
required a more considerable
Sum, they no doubt would
have procured it from him.

If His Highness is pleased
to give ten Lack from his own
Treasury no man ought, if
it is very well known no man
would offer a negative, but
the Nabob can have no right
whatever to interfere with what
he has absolutely and bona
fide voluntarily and freely
assigned over to his Creditors
to the payment of their long
standing and well ascertained
demands; such an interference

would

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14 But by the 19th article the agreement so far as relates to the Creditors is declared to continue in full force and Virtue

would be a most alarming infringement on the rights of the subjects and a breach of the most solemn ties

14 The Creditors under this article do most assuredly Claim the full benefit of the agreement, and require of Government the payment of 12 Lack of Pagodas according to the original Installments; and before the Company receive any further Sum than the four Lacks upon the principles herein before stated, and this they do upon the best and most reasonable foundation, if any faith, if any Confidence can be placed in public honor pledged in the most solemn manner, the Company required, may in terms too forcible to be disregarded absolutely compelled the Creditors to acquiesce in the agreement they made with the Nabob, under the powers invested in them by an act of Parliament. Thus left without an alternative they acceded to the hard terms prescribed, but never

once supposed they had in
thus acceding, subjected them-
selves and their Fortunes to
the adventitious Claims of the
Company of further subsidy at
their pleasure If as the Case asserts
the four Lack were evidently
a temporary computation the
twelve Lack were certainly fixed
and permanent, and therefore
unalterable either in mode of
appropriation, consequently
had an increase of the four Lack
been required by Government &
agreed to by His Highness he
must in all reasons and
justice have provided for such
increase by some new ways
and means.

15th Under this article, the Creditors claim the full benefit of the agreement, and require of Government the payment of the 12 Lack of Pagodas according to the original Instalments, & before the Company receive any further Sum for the Support of the Military Establishment than the four Lack, which were evidently a temporary Imputation only, of what was to be ascertained by the Treaty, which by the 2d Article fixes the Nabobs proportion as Nine

15 We submit to consideration the consistency of this Article, with the declared silence on the part of the Creditors to their disadvantage, as stated in the 13th Article of the Case — We have already demonstrated under Articles 3. 7. 13 & 14th the right of the Creditors to the immediate payment of the 12 Lack of Pagodas according to the Original instalments and have shewn that from the expression of the Agreement, and the 4th Section of the Act considered together, four

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four Lack were as much as the Nabob could be expected to pay for the Support of the Military Establishment in the time of Peace.

16 As the defence of the Carnatick, and the means of providing for them appear to be the Primary objects of the Agreement of June 1785, & of the Company's Orders upon which it was founded, and as the Nabob's proportion of these means appears to be compu-ted only, and not settled by that Agreement, but referred by it to Subsequent ascertain-ment by Treaty.

16 The Case has by this time entirely lost sight of the 37th Section of the Statute of George the 3d Chap 25 and the Orders of the Company of 9th December 1784 with which it set out, wherein it will be found that in the Agreement or Treaty to be made with the Nabob the establishing a Fund for the payments of the Creditors was the first object of the Commands of the Court of Directors respecting the agree-ment to be made, and that after having conciliated the mind of the Nabob to the measures and adjusted the particulars they were to carry the same into execution by a formal deed between Sir Eig hrege and the Company and the Letter then directs Government to proceed to other matters mentioned in the subsequent part of their Letter.

17 The Question upon the statement preceding it, is simply

17. gu- How the words "four Lack of Pagodas" The Computed amount

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amount of the Nabobs proportion are to be constructed, whether as a specific sum of four Lack, in no case augmenta: ble by such Treaty to the prejudice of the Creditors, or as meaning whenever they occur, the Nabobs real proportion of the Military establishment what: ever it may be fixed at by the Treaty?—

18 As by the agreement any deficiency in the Pists was to fall upon the Creditors and in no wise to affect the Sum computed to be the Nabobs proportion of the Military establishment, but left for ascertainment to the Treaty, and as the agreement therefore gives a priority in pay: ment to that proportion:—

19 qre whether the 9 Lack of Pagodas at which that pro: portion was fixed by the Treaty are or are not to be wholy paid off before the 12 Lacks to the Creditors, and if not, how otherwise?—

simply insinuating that words, Articles, or Deeds, as far as they relate to the Creditors have no force and that the most distant implication on the part of the Company is to oversee them.—

18 We have already men: tioned that it remains to be proved that the Assumption of the priority of payment of the four Lack of Pagodas is war: ranted either by the Act of Par: liament or by the Company's orders, and have demonstrated that four Lac of Pagodas was as much as the Nabob could have been expected to have paid to the Support of the Military Establishment in the time of Peace.—

19 We have said enough to prove the negative must be given to this question.— If the Company have a right to make one alteration they have a right to make another and the Act which specifys that a secure Arrangement shall be made for the Creditors, would not be complied with, and the Company's orders of 9th December 1784 would be set at nought, which—

Command

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Command 12 Lack to be secured annually to the Publick & private Creditors.

20 The 37th Section tho' not specifying the Kists or Lains a Secure arrangement for the Creditors, and the Company close that act by fixing the Payments at 12 Lack and in consequence enter into engagements, stipulate for Securities, and fix Kists for the payment thereof, If then the Case can establish that the Creditors are no parties in a deed avowedly made under the sanction of parliament on their account, and that Government can favor such a doctrine, it would follow that the Creditors have no Property.

20 As the payment of 12 Lack to the Creditors by Installments was not provided for by the 37th Section of the act of Parliament but originated in the Orders of the Company & and as the private Creditors were no parties to the agreement of June 1785.

21 Qu Whether these Installments as settled by that agreement were, or were not legally alterable by the Nabob and the Company, the only parties thereto without the Consent or Concurrence of the private Creditors if not whether the former silence of these Creditors be sufficient evidence

21 If evidently appears from the act of Parliament that the legislature regards the Company as possessing a Controul over the Nabob sufficient to influence him to make any arrangement. The Company's Orders of Dec. 1784 to this Government conform

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evidence of Consent, and if such alteration was allowed whether the 5th Article of the Treaty Operates as a Second alteration, and brings the Instalments back to their first periods and first Sums.

confirm this Idea, and it is demonstrated from the following circumstances.—That the Nabob both prior to his Signing the Treaty engaging to pay nine Lack, & after he had signed it wrote to the Governor that tho' in compliance with his desire he had signed the Treaty, yet nine Lack were more than his Country could afford to pay and requested a remission of two Lack. We have entered so fully into the latter part of this Question by stating in No 13 that the Case would insinuate that the Creditors were acquainted with Circumstances which they have proved themselves to be ignorant of, that we must only again say the Statement is unjust, and there are no Grounds on which it can be proved that the Creditors were acquainted with this alteration of Kists, and so far from having been silent their Letters on the point of the Company's withholding payments have been one continued language of Complaint, and at home, on that ground Prosecutions have even been commenced & Con-

can

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can the Case propose any
question so contrary to Reason,
and to Law, whether an origi
:nal deed lawfully executed
can be effected by a subse:
:quent act in which the Parties
interested are not even consul:
:ted, and of course cannot
have subscribed to it, either
by their signature, or their
concurrence; such subsequent
act must be to all intents &
purposes illegal The Com:
:pany were the Commissioners
of Parliament, and having
under the act received discre
:tionary Powers and issued
their Commands thereon
therefore the Instalments
that originated from the
orders of the Company, are to
be considered as immediately
issuing from the act of
Parliament, altho' not pro:
:vided for by the 3d Section;
Does any section provide
for the Four Lacks now
increased into Nine, and
called the Nabob's propor:
:tion of the Current Charges.
The Instalments therefore
are not legally alterable,
and

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nor can they be Changed either by the Nabob, or the Company, without the Con: : currence of the private Creditors who are by the 37th Section of the act, considerd as parties to the Arrangement therein recom: : mended to be made with the Nabob.

22 — As the agreement stipulates that 12 Lacks shall be paid annually to the Creditors, untile the principal and Interest of the Debts due to them are dis: : charged; and as the Treaty provides for the application of the Nabobs whole Revenue to the exigencies of War, should any arise, and yet confirms the agreement so far as it concerns the Creditors.

22 The Arrangement specially provides for the payment of the Creditors under the Sanction of an act of Parli: : ament, and no subsequent act of the Company can deprive the Creditors of the right they derive from such Arrange: : ment, — but the subsequent Treaty has recognized the Rights of the Creditors, and if words are to convey Ideas, the words of the Treaty most clearly guarantee the ori: : ginal agreement made for the Security of the Creditors.

23 — qre — Whether the Confirmation of the agreement by the Treaty is to be construed to extend to matter repugnant to the Treaty itself, and to make the Company answerable

23 As the agreement stipulates that 12 Lack shall be paid to the Creditors untill the principal and

specifically

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answerable to the Pedlers for
12 Lack in time of War thereby
diminishing their means for
the defence of the Country by 12
Lack annually.

and Interest due to
them might be dis-
charged; and as by the
12 Article of the agree-
ment, the only Article
that provides for a future
Treaty, no mention what-
ever is made of any one
intended alteration in
such stipulation it evi-
dently follows so far
as common understan-
ding may be allowed
to judge of the rights of
Individuals, that such
stipulation must be taken
in it's literal meaning as
firm and binding, and
beyond the power of Sir
Sighness and the Company
to do away, unless the Pedlers
the interested Parties should
consent to it. If therefore
the Treaty has made new
Clauses, with a view of
cancelling a legal act and
Deed, they certainly must
militate against itself, in
any other light they are
Repugnant

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repugnant to Law, to reason,
and to Justice.

I having received from Government a Copy
of the Presidents Minute respecting the Draft of
this Case at the moment we had stated our remarks,
we take leave here to subjoin it.

Fort St George
27th April 1788

/Signed/ James Taylor
Saml Benfield
Benj.n Roebuck.
Geo: Moubray
Jos. du Pré Porcher

NB For the Presidents
Minute here alluded to
vide Consultation 25th April 1788

On behalf of the 3 Classes of
Creditors of the Nabob of Arcot
stiled the Creditors of 1767 the
Cavalry Loan, and the Creditors of
1777.

Messrs. General Smith, and Call, as agents for the
above 3 Classes of Creditors, having desired the Opinion
of His Majesty's Solicitor General, with respect to the
legality of the Directors Orders of the 12th April 1786.
have been favored with his opinion in the terms
following NB Copies at large of the following
papers were submitted to Mr.
Solicitor Generals' perusal, &
it

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it is on those papers his Opinion
is Opinion is founded Viz.
1st The 37th Section of the act of
1784 for Regulating the Company's
affairs.
2d The Directors Orders of the 9th
December 1784 directing the appro:
priation of the 12 Lacks.
3d The Articles of Agreement
between the Nabob and the
Government of Fort St Geo.e
of the 28th June 1785.
4th The Directors Letter of the
12th April 1786 from Para 5 to
Para 24 both inclusive declaring
that in Equity Cosby and others
ought to be ranked with the
Cavalry Loan and that the
Nabobs Acquiescence should
be desired.
5th The Nabobs Reply to the
Governor of 17th November 1786
containing no acquiescence to
the admission of the said new Claims
but stating his Reasons why they
ought not to be admitted.
For the Representation of the
Committee of the said three Papers

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of Creditors to the Governor and
Council against their assignation,
and containing the sentiments
or Explanations of the meaning
of the Directors Orders of April 1786.
7th The Representations from the
Board of Company's servants
appointed by the Madras
Government for Investigating the
Nabobs Debts to the Governor and
Council stating in strong Lan-
guage the Inconveniencies which
would result by admitting Cosby
and others to disturb the Arrange-
ment of December 1784.
8th And lastly the Resolu-
tion of the said Governor and
Council to place the new Clai-
mants with the Oratory Loan.

Mr. Solicitor Generals Opinion is as follows.

"The powers given by the Act of Parliament
"to the Directors of the East India Company are given
"in general and extensive Terms, The mode of executing
"the Duty imposed upon them is left to their discretion
"upon full investigation of circumstances, that mode
"which in consequence of such investigation they
Judged

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Judge

"Judged to be the most expedient, they communicated
"to their Servants at Madras, by Letter of the 7th December
"1784 and directed them to carry the same into execu-
"tion, establishing compulsory methods to secure a
"Compliance with their determination, by laying the
"Creditors under many disadvantages if they refused to
"comply with it, and particularly directing that
"no individual Creditor should take any separate
"measure to recover his Debt, The Creditors were
"therefore ineffectually obliged to submit to the specific
"determination of the Parliamentary Reform or Case
"their Debts, the Contract of the 25th July between the
"Nabob of Arcot, and the Government of Madras
"must be deemed to have been made between the
"Nabob and the Directors themselves, acting through
"the Medium of their Servants, on behalf of the
"Creditors, whose Debts were actually Claimed, That
"Treaty or Contract is final and conclusive in it's terms
"and reserves no power to alter it in any respect or any
"future Event, The particular Creditors on whose
"behalf that Contract was entered into, thereby acquired
"a property, the value of which consisted in the Certainty
"of payment within a certain Compass of time by
"the appropriation of a certain Sum to the discharge

20th June

of

Fort St George 2d May 1788

"of a certain Amount of Debt—The value of that property
"must necessarily be depreciated if any one of those
"circumstances is rendered uncertain—That would
"in fact be to make a new Contract—It appears to me
"therefore that the quantum of the Debt can no more be
"encreased, than the 12 Lacks of Pagodas could by a
"fresh Contract with the Nabob be reduced to Six, I am
"therefore upon the whole of opinion, that the Directors
"who act in this instance not as directors of the E. I. Company,
"but as Parliamentary Commissioners to adjust the
"value of certain assignable securities, and secure the
"payment which shall be due upon them/ having
"once given a value to them by ascertaining the exact
"circumstances in which they shall stand, have
"exhausted their power, and cannot do any act that
"shall diminish or tend to diminish such Value—
"Every measure to secure the Payments of the subor-
"quent claims not inconsistent with the terms given
"to the three Classes, they may and ought to take, and
"if it were any part of the present case, I conceive it would
"not be difficult to discover the means by which
"that might be done"—

/Signed/ Ar. Macdonald.

Lincolns Inn
9th July 1787

List

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List of Papers on which H.M.s Majesty's Solicitor Generals opinion was formed, being from No 1 to 9 inclusive.

No 1 The 37th Section of the act of 1784 for regulating the Company's Affairs.

2 The Directors Orders of the 9th December 1784 directing the appropriation of the 12 Lacks.

3 The articles of agreement between the Nabob and the Government of Fort St. George of the 28th June 1785.

A. 4 The Directors Letter of the 12th april 1786 from Para 5 to Para 24 both inclusive, declaring that in Equity Osby and others ought to be ranked with the Cavalry Loan, and that the Nabobs acquiescence should be desired.

B 4 Extract of a Letter from the Court of Directors dated 9th December 1784 relating to the arrangements to be made with the Nabob for the Creditors and Defence to the Carnatick.

A. 5 The Nabobs Reply to the Governor of 17th november 1786 containing no acquiescence to the admission of the said new Claims, but stating his reasons why they ought not to be admitted.

B. 5 A letter from the Committee of Directors dated 8th November 1786 to the Governor and Council informing the Board, that they understood some

Fort St George 2 May 1788

some instructions had been received from the Court of Directors, wherein the Interest of the Creditors may be implicated, requesting a communication of the Instructions, and of any proceedings that may have passed thereon, and expressing their hope that no alterations will be admitted on the arrangement, which can only be regarded as a Publick Covenant.

A.C. The Representations of the Committee of the said three Classes of Creditors to the Governor and Council against their admission, and containing the Sentiments or Explanations of the meaning of the Directors orders of April 1786.

B.C. Letter from the Committee of Creditors to the Governor and Council dated 24th November 1786. stating the Rights of the Creditors and desiring Government will again take into their Consideration their Letter of the 21st November remonstrated against the admission of Colly's Wt Claims.

7 The Representations from the Board of Company's Servants appointed by the Madras Government for Investigating the Nabobs Debts to the Governor and Council stating in

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in strong Language the inconveniencies
which would result by admitting Cosby and
others to disturb the Arrangement of December
1784

8 The Resolutions of the said Governor and Council
to place the new Claimants with the Cavalry
Loan.

9 Solicitor Generals Opinion on the Creditors Rights,
Other Papers which tend to explain the Rights of the Creditors,
and which Shew that they have uniformly
called on Government to adhere to the terms of the Ar:
rangement.

10 Extracts from the Treaty with Tippoo Sultaun
the Nabob executed the 24th February 1784.

11 Letter of the Creditors at large, dated 1st July 1785
signifying their perfect acquiescence with the
Orders of the Court of Directors of the 3d December 1784

12 Letter of the Committee of the Creditors dated 4th April
1786, requiring Government to adhere to the
Arrangement made for the Creditors.

13 Letter of the Committee of Creditors dated 31st
January 1788 explaining their rights, and
requiring a Dividend of their property, conformable to the Arrangement made for
them, and asking for a Communication of all

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all Papers and agreements between the Govern:
:ment of Madras and Nabob, which bear
relation to the Payments of Kists, or matters of
concern to the individual Creditors.

14 Letter of Mr. Secretary Charnier to the Committee
of Creditors stating the regret the Board experience
that the State of the Treasury will not admit
of their deviding the money that became due
to the Nabob's Creditors, with Assurances that it
is an Object with Government to adhere to the
terms of existing engagements and enclosing
such Extracts from the Treaty as have relation
to the affairs of the Nabob's Creditors dated 9th
February 1788.

15 Extract of a Letter from the Court of Directors dated
31st July 1787 Revoking their Orders respecting
Os by Us and Ordaining the Money paid them
to be refunded to the Creditors.

16 Letter of the Committee of Creditors dated 28th Febry
1788 acknowledging the receipt of Mr.
Charnier's Letter of the 9th enclosing certain Papers
and presuming they were the only papers
which related to the affairs of the Creditors and
requiring in pointed and explicit terms that the
Arrangement should be strictly adhered to,
Dated 18th April 1788. No answer has been received to this Letter.

17

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17. Letter of the Committee of Debitors dated 29th March 1788 on the same subject as No16. dated 18th april 1788 — No answer has been received to this Letter.

18. Letter of the Committee of Debitors dated 17th April 1788 expressing that it was understood Papers had been sent to Bengal for the opinion of the Judges, on Questions in which the Property of the Debitors is concerned, requesting a Communication of such Papers, and repeating the application for the payment of the Rist, which became due the 31st January last.

19 Letter from Mr. Secretary Charnier dated 26th April 1788 — enclosing Copy of the State of the Case drawn out by Mr. Sullivan and Copy of the Letter from the Governor and Council to the Right Honorable the Governor General and Council.

Minute thereon

The President thinks it necessary that some Observations on the part of this Government should accompany the above address to Lord Cornwallis, and he accordingly recommends that the Papers proposed to be forwarded to Bengal by the Committee of Debitors be sent in Circulation for the purpose of enabling the

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the Members of Government to take them into their
serious Consideration.

Ordered accordingly

The President lays before the Board the
following Letter delivered to him in his Character of
Commander in Chief.

To the Honble Major Genl Sir Arch.d Campbell K.B.
President and Governor in Council
of Fort St George

Honble Sir

From Majr Grant enclosing a Certificate of ill Health, and requesting Permission to proceed to Europe.

Having for some time past labourd
under a severe state of illness I have at length
Determined by the advice of the Doctor to proceed
with your permission to England and enclosed
I have the honor to forward the certificate of Doctor
Rudiman to shew the necessity of my application.

I hope the Honorable Board will
permit me to receive my pay till I can accom:
:modate myself with a passage in one of the
Indiamen expected from England and trust that
in consideration of my long services and severe
sufferings during the late War to which my
present situation may be in a great measure
attributed

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attributed that you will be pleased to recommend me in such terms to the Honorable the Court of Directors that I may be able to return to the establishment in the event of my recovery without prejudice to my rank.

I have the Honor to be,
with the greatest respect,
Sir &c
Signd Corn Grant
Major

Fort St George
1st May 1788

These certify, that Captain Cornelius Grant, in the Service of the Honorable Company, labours under an intermitting fever accompanied with visceral obstructions, which being removed, he has been seized with great dejection of spirits, prostration of strength, want of appetite and a total loss of his memory. — For these Complaints he has been under my care, a considerable time, and has benefited in some degree, but still continues very much emaciated, and I am of opinion the only possible chance left for his recovery, is a voyage to Europe.

Signd William Ruddiman
Surgeon.

Madras
April 30th 1788. — Signd Ja.s Anderson
Physician General

As

1199 Fort St George 2d May 1788

As the Certificate of the Surgeon, attested by the Physician General, upon the situation of Majr Grant leaves no doubt of the necessity which there is of his proceeding to Europe, the Commander in Chief recommends that permission be given, and that such favorable mention be made of him in our next Dispatches, as may ensure his return to the Coast with his Rank, should he have the good fortune to reestablish his Health.

Minute thereon

The Board concur in opinion with the President, and shall chearfully subscribe to a testimony of the gallantry and services of Major Grant.

The Commander in Chief recommends the following Promotions and appointments in consequence.

Captain Alexander Wynch to be an acting Major of Infantry

Captain Philip Mayne to Command the 16th Battalion of native Infantry Vice Wynch

Captain Lieutenant L. Piclat to be an acting Captain of a Company, vice Wynch.

Captain Barry Close to Succeed to full Rank.

Resolved that the above be published

Captain Alex.r Wynch appointed an acting Major Vice Grant

Capt.n Mayne to Command the 16th Battalion

Capt.n Lieut.t L. Piclat to be an act.g Capt.n

Captain B. Close to succeed to full Rank.

cn

1200

Fort St George 2d May 1788

in General Orders.

Read the following Letter from the Representative of the Captors of Bunlipatam with Enclosure entered in M.B. for the month of May Inst.

To John Shannier Esqr.

Military Secretary

Sir,

From Captain Brown representative of the Captors of Bunlipatam, inclosing Copy of Correspondence with Mr. Dormieux on the subject of his Letter entered in Consult. the 25th ultimo.

I have the honor to acknowledge your letter inclosing Copy of a letter to the Honorable Board from Mr. Dormieux at Bunlipatam.

I do believe the Information required by Government may be conveyed in the fullest & most satisfactory manner by Communication of the letter, which I was under the unpleasant necessity of writing to Mr. Dormieux in consequence of intimation that he had possessed himself of Mr. Brynnock's Estate, I have the Honor to inclose a Copy of it; and as it is my earnest wish to stand justified in the opinion of the Members of Government, I have annexed Copies of the Letters from Mr. Dormieux to the Captors & me, which gave birth to the points Terms in which it is couched.

I have the Honor to be most respectfully

Fort St. George
2 May 1788

Sign'd Arch.d Brown
Representative of the Captors of Bunlipatam
agreed

1201 Fort St George 2d May 1788

Minute thereon

Agreed that the Secretary be directed to reply to Mr. Dorrieux Letter entered in Consult: 25th Ultimo observing that the Board cannot interfere in a business which lies entirely between the Captors of Bunnilipatam and himself.

Read the following Letter from General Horne to the Commander in Chief.

To His Excellency Major Genl. Sir Arch. Campbell K. B. Commander in Chief &c. &c.

Sir,

From General Horne states the result of his Enquiries into the Complaint preferred by Tippoo Sultaun against Sam Naick.

An receipt of your Excellency's Letter of the 17th Instant I consulted with the Shoondar Pundit Gunnawally Cawn how to find out for a Certainty whether the Complaint preferred in Tippoo Sultaun's letter, against Sam Naick, was well founded or not and measures were taken accordingly to ascertain the truth: The result of which, I have now the honor to transmit to your Excellency.

The Elder Brother of the present Poligar of Veripatchy married the Sister of Sam Naick, he dying about 10 years ago without Children, the present Poligar succeeded him; The Widow remained at Veripatchy 'till a few Months ago, when agreeable to the Custom of these people she desired to visit her mother & relations at Ram: gherry; before the expiration of 12 years absence as after that

Fort St George 2d May 1788

that period; she could not have been received by them
she was accordingly sent in great state being attended
by some Horse and three or four hundred Poligars who
remained with her, until the Verapatchy Poligar finding
Troops were actually on their March against him, sent
orders to Ramy Cherry for all his people to return which they
accordingly did, But the Widow remained with her own Family.

Seid Sahab on his arrival at Dendigul was informed
of these people going from Ramgherry to Verapatchy concluding
that they belonged to Sam Naick, who had sent them to
the assistance of Verapatchy, and he wrote to Saravenah Mor:
delei who is Manager for the Nabob, in collecting the Pish:
:cush of the Poligars dependant on Trichinopoly who hap:
:pened at that time to be settling some trifling disputes
between some of our Poligars and others dependant on Dendigul
Concerning Sam Naicks giving any assistance to Verapatchy,
which he observed in his letter he had informed Tippoo Sultaun
of — The Modelei knowing Sam Naick had sent no assis:
:tance of his own people, wrote to Seid Sahab, in reply, informing
him that the People who had gone to Verapatchy from Ram:
Cherry belong'd to the former Poligar, & that no assistance had
been sent whatever from Sam Naick & further that he had
given assurances that he would send none — with this Ex:
:planation Seid Saheb seemed perfectly satisfied — and the
Modelei assures me that what other little disputes had
happened between the Neighbouring Poligars on that
side has been all adjusted amicably.

Major Clarke writes me that the Renter at
Madura, informs him that most of the Cattle plundered
by

Fort St George 2d May 1788

by the Poligars dependant on that place, from the Dindigull Country, had been returned and the Inhabitants satisfied — But I do not understand any punishment has been inflicted on these Plunderers, for presuming to commit such depredations.

A reinforcement of Troops consisting of one Risalah of Topasses, arm'd with English arms, and three Risalahs of Sepays arm'd with Firelocks made in the Country — with three Cannon joined the Detachment at Verapatchy about a Fortnight ago, and it is reported preparations are making to reduce the strong holds that Poligars still holds, on the chain of Hills — This is imagined will prove a difficult undertaking. Said Saheb left Dindigul some days since, and I am informed is at Pyney, in order to be nearer Verapatchy to send his orders and instructions occasionally.

By the latest information I have received, Tippoo was still at Calicut — The prevailing report is, that he is settling the Revenues and some Disturbances among the Nairs and Mapolys, But I have had no late accounts of that body of Troops which were encamped on the Cochin side of Palicatcherry I do not know whether they still remain in that situation or are moved, I expect information from thence anxiously, as the Route this Division of Troops take may point out Tippoo's real designs, if hostile to the Rajah of Travancore. I have the Honor to be, with great Respect

Sir

Your most obedient humble Servant

Signed Mat.w S. Crone

Trichinopoly
April 29th 1788

The President lays before the Board Intelligence received

1204.

Fort St George 2d May 1788

Intelligence respecting an alliance between Tippoo & the Soubah

received from Hyderabad, which reports a disposition on the part of the Nizam to break his alliance with the Maharattas, and espouse the Interest of Tippoo Sultaun — mentioning also that the Daughter of Intizaum ul Doula is to be given in marriage to Tippoo, who is to restore the Territory that appertained to the Decan in the time of Nizam ul Mulk.

From Tippoo Sultaun

Read a Letter from Tippoo Sultaun entered in C.C. No 43 stating that he has given full authority to his Dewan to settle three points in dispute, & giving some explanation as to the remaining one.

Minute thereon

Agreed to request the President will confer with the Nabob on the above Subject.

Ent'd W.T.

Arch. Campbell

John Holland

Ja.s H. Casamajor

R. Maunsell

1205

Fort St. George. May 1788.

Diary.-

2. Read the following Letter from the Military Storekeeper

John Cramer Esqr.

Sir,

I have been honored with your # Letter of the 22d ultimo, enclosing an Extract # from the Report of the Committee appointed to investigate the Accounts of the King's # Troops, and directing me to furnish an # Account of Arms and Stores delivered to His Majesty's Regiments.-

From the Military # Storekeeper stating that the Accountant General is the proper Person to furnish the Account of Arms & Stores required by the Committee for the Examination of the Account of the Kings Troops.-

In future you will do me the # honor to inform the Board, that regular Entries are always made in the Books of the Military Storekeeper (of all issues of Arms and Stores, delivered for the use of His Majesty's Regements upon this Establishment, and that these Books are given in to the Accountants Office, where the several Heads or Entries are transferred to the General Books of the Presidency.-

Should

1206

Fort S. George May 1788.—

2.

Should it however be the pleasure of the Honble Board, that any further Accounts be transmitted from the Office of the Military Storekeeper, I shall most chearfully carry their Commands into Execution.—

I beg leave to observe that as the Accounts of the Issues of Stores at the out Garrisons are not sent in to my Office, I am consequently unacquainted with the Deliveries of Military Stores to His Majestys Troops in those Stations

I have the honor to be
&c &c
(signed) Wm Petrie
M. Storekeeper

Madras
1st May 1788.

Recived the following Letter as
(entered in the M. B. No 2)

From Mr Torianno- Encloses a Bill
to be laid before the Board.—

4. Dispatched the following Letters as #
entered in the M. B. Nos 3: 4: 5: 6: 7 #

To. Messrs Roebuck & Torin with
Letter and Account from the Deputy Paymaster to

From Mr Torianno

To Messrs Roebuck & Torin

1207

Fort S.t George . May 1788.-

to the Kings Troops . Copies of which have ℔
been forwarded to Bengal also a Letter from
the Same Person; with the Account applied for

To the Paymaster & Storekeeper at
Vellore to take charge of the Stores in the Hill
Forts of Vellore, and of Vellore itself

To the Civil Paymaster General with ℔
List of Persons to be pensioned at 2 Pag.s ℔ Month
together with a Bill for Bullocks killed at ℔
the Powder Mills to be discharged - also ℔
Extracts from the Report of the Committee of
Stores with the orders of Government thereon

To the Commander of the Ranger Packet
to proceed to Masulipatam with Stores,
after which he is to return to the Presidency

To the Accountant General to furnish
the Account of the Arms & Stores issued to
his Majestys Regiments.

℔ Despatched the following Letter
5.. To W.m Dormieux at Bemlipatam -

To

T. W. W.m Fortiamo

T. Mr. Jn.o Davidson Engr.

To Captain Buchanan

To the Accountant General

1208

Fort St. George May 1788—

4

To J. M. Dormieux Esqr.

at Bimlipatam

Sir,

I am directed by the Honble the President & Council to acknowledge the receipt of your Letter Dated the 14th which they communicated to Captn Brown the Representative of the Captors of Bimlipatam by whom they have been furnished with Copies of his Letters to you on the same Subject

To Mr. J.M. Dormieux at Bimlipatam Relative to the Bimlipatam Prize Money.—

From the tenor of the Letters written to you by Captain Brown, the Board see but little probability of his compliance on the part of the Captors with your Wishes & they regret it the more, as it is impossible for them to interfere in a point which lies entirely between the Captors & yourself

I have the honor to be

&c &c

(signed) John Chamier Secy

Fort St. George
5th May 1788—

1209. Fort St. George 6th. May 1788 –

At a Consultation Present

The Honorable. Major General

Sir. Archibald Campbell K.B.

President

Tuesday the 6th. May 1788.

John Holland, James Kerr Lt. Maj.

&

Robert Maunsell Esqr.

Minutes of last Consultation

read and approved

The Honble Company's Ship

Dispatches & Bonwell read –

Barwell having arrived Yesterday from
England, & her Packets being brought
a shore, the one addressed to the Military
Department is now opened, & the Papers
therein are found to agree with the List
– The General Letter bearing date the 25th.
November is accordingly read –

Para 5.

Para: 5

Ordered that Copy of the above

– Minute thereon be sent to the Military Paymaster General –

The

1210

Fort S.t George 6.th May 1788.

The other Parts of the General's Letter require no particular Consideration at this time.

The Secretary lays before the Board the following Letter addressed to him by the Committee of Creditors

John Cramer Esq.r
Secretary

Sir,

We have to request you will be pleased to furnish us with the following papers concerning the Affairs of the Creditors

From the Committee of Creditors requesting to be furnished with Certain Papers from the Office —

Copy of the Nabob's Letter to the Governor under date 26 September 1785.
D.o ..... 20 January 1786.
D.o ..... 2 February 1786.
D.o ..... 13 March 1787.

Answers to the above Letters Copy of the Minute of the Governor referred to in the General Letter to England and date 26 February 1787. The Declaration of the President in the Diary to the Consultation of 21.st February 1787, referred to in the General Letter to England #

under

1211.

Fort S.t George 6.th May 1788.—

under date 26 Febry 1787 The Speech of
His Highness the Nabob, previous to
his signing the new Treaty.—

We have the Honor to be

&c.a &c.a

Fort S.t George
4 May 1788.—

(signed) " James Taylor
" Paul Benfield
" Géo. Moubray
" Jos: du Pré Porcher

Minute thereon

The Board are of Opinion that the
Papers requested by the Committee of Creditors
in the foregoing Letter relate in no wise
to the particular Concerns of the Nabob's
Creditors, & would, if furnished tend only
to Create Matter for new Discussions &
Alterations.— For the above reasons, it is
Agreed that the Secretary be directed — to
communicate the Resolutions of Government
declining to send the Papers to the Committee
of Creditors for which they have made
application in the foregoing Letter

The President in his Character
of Commander in Chief reports to the
Board

1210

Fort S.t George 6.th May 1788.

The other Parts of the General's Letter require no particular Consideration at this time.

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Secretary

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1211.

Fort S.t George 6.th May 1788.—

under date 26.th Febry 1787 The Speech of
His Highness the Nabob, previous to
his signing the new Treaty.—

We have the Honor to be
&c.a &c.a
(signed) " James Taylor
" Paul Benfield
" Géo.e Moubray
" Jos: du Pré Porcher

Minute thereon

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Papers requested by the Committee of Creditors
in the foregoing Letter relate in no wise
to the particular Concerns of the Nabob's
Creditors, & would, if furnished tend only
to Create matter for new Discussions &
Altercations— For the above reasons it is
Agreed that the Secretary be directed— to
communicate the Resolutions of Government
declining to send the Papers to the Committee
of Creditors for which they have made a
application in the foregoing Letter

The President in his Character
of Commander in Chief reports to the
Board

Fort St. George 6. May 1788—

Lieutenant Thorpe Dy Jy Shippey appointed Judge advocate General, North of the Kistna— Vice Mackay deceased.—

Board the death of Captain Lieutenant James Mackay Dy Jy Judge Advocate North of the Kistna & recommends Lieutenant Thomas Shippey to succeed to the above Post

Ordered Accordingly

From Colonel Nixon & Captain Oram—

The Commander in Chief lays before the Board Letters from Colonel Nixon & Captain Oram, Major of Brigade to Colonel Kelly (entered in Miscellany Book No 8. p. 10) stating that Ensign Matthew Cooke being much addicted to Inebriety is incapable of further Duty and that Lieutenant Wright is also incapacitated from Insanity— the Commander in Chief in consequence recommends that Lieut: Wright be pensioned on Pag. 27 ₰ Month, & that a Pension of Pag. 10 ₰ month be given to Ensign Cooke & that Ensign Major Stevenson be invalided, agreeably to his Request

Minute thereon

Approved, and ordered Accordingly

The Commander in Chief recommends the following Appointments & Promotions—

Ensign

1213. Fort St. George 6th May 1788—

Ensign Charles Godfrey to be an acting Lieutenant

Ensign Charles Godfrey to be an acting Lieutenant from this date.— Mr. Ronald Campbell, Volunteer 72d Regement.— Mr. Boles, Volunteer in the 19th Dragroons, & Mr. Dalrymple Conductor, to be Acting Ensigns of Infantry until the pleasure of the Court of Directors be Known

Mess.rs Campbell, Boles & Dalrymple to be acting Ensigns—

Agreed that the above be published in General Orders.—

Read the following Letter from the Committee of Creditors.—

To The Honorable. Major General Sir. Archibald Campbell K.B. President and Governor &c.a Council Fort St. George.—

Hble Sir, & Sirs

From the Committee of Creditors requesting Copy of such Remarks as may be made on their address to the Government General — the Dividend due on the 31st. January last has not been yet declared—

As we learn the Vessel proposed to convey your Packets to Bengal is detained for some days Should you in the mean time be pleased to take into your Consideration the Despatches We had the honor to present to you for the Government General concerning

the

1214

Fort S.t George 6.th May 1788.

the affairs of the Creditors, We have to re-
request of your Honour &c:- that you
will have the goodness to favour us with
a Copy of any Remarks you may think it
proper to make thereon.-

We shall take an early occasion
to address you in reply to Mr. Secretary H.
Chamier's Letter of the 20. Ultimo and to
offer our Sentiments upon the Papers H
you have been pleased to furnish us concer-
ning the Affairs of the Creditors, in the H
mean time We beg leave to call to your consi-
deration, that notwithstanding the Company
have so long been in possession of the First
becoming due to the Creditors The 31.st January
last, and notwithstanding the assurances
we are told in the last Paragraph of H
Mr. Chamiers Letter of the 20.th Ult.o he had
an Command from you to make, that you
expected the Dividend would be issued in
the course of the last Month, yet H
to this time no dividend has been
declared

1215 Fort S.t George 6.th May 1788.-

declared.-

We have the honour to be
&c.- &c.-
(signed) „ James Taylor
„ Paul Benfield
„ Geo.: Mowbray
„ Jos.h Price Porcher

Ordered to lie on the Table.-

Fort S.t George
5.th May 1788.-

To lie on the Table.-

£0 Qrs

Arch.d Campbell
John Holland
Ja.s H. Casamajor
R. Maunsell

1216

Fort S. George. May 1788.

7

Diary.

Sent the following Letter to the Committee of Nabob's Creditors.

To. Messrs Taylor, Benfield, Moubray & Porcher. } Committee for the three Classes of Nabob's Creditors.

Gentlemen

To the Committee of Nabob Creditors the Papers called for by them in their Letter of the 4th Instant, not relating to the Nabob's Debts, will not be given.—

I having laid before the Board, your Letter to me, under date the 4th Instant, I am directed by them to inform you that considering the Papers therein requested as in no wise relating to the Nabob's Debts, they deem it unnecessary to furnish you with Copies of them.—

Fort St. George
7th May 1788—

I am &c &c
(signed) John Shannon Secry

Received the undermentioned Letters entered in M. B. Nos 11. 12. 13)
from

Fort St. George. May 1788—

7

From the Clerk to the Committee of Works

From the Clerk to the Committee of Works applies for an Estimate of the Expence of the Repairs to the Apartment in the Fort Square No. 30)

From Lieutenant Grant

From Lieutenant Grant Commanding the Governors Body Guard States that he has been at the Expence of 120 Pagodas in repairing the Stables and Barracks occupied by the Body Guard, and requests to be reimbursed.—

Minute thereon

Ordered to be paid

From the Chief Engineer Enclosing

From the Chief Engineer

Lieutenant Norres's Vellore Accounts amounting to Pagodas 168: 22: 60.—

9

Sent the undermentioned Letters (entered in. M: B: No. 14: 15: 16: 17: 18)

To the Chief Engineer

To the Chief Engineer to order a Survey of the Apartments No. 30 in the Fort Square, and lay before the Board an Estimate of the Expence for repairing them.—

To Brigadier Genl. Horne—

To Brigadier Genl. Horne of which

1218 Fort St. George. May 1788.

H.G. with Permission to come to the Presidency

To the Chief and Council at Masulipatam

To Masulipatam — patam with Invoice and Bill of Lading

of Stores Shipped on the Ranger, Captain

Buchanan for their Factory —

To the Committee of Works the

To the Committee of Works Board approve their disposing by Public

Sale of the Tools and Materials unfit for

further Use, and of writing off the Loss to

the Head of Profit and Loss. —

To the Military Paymaster General

To the Military Paymaster General with Extract for their Information of the

5. Paragraph of the General Letter from the Court

of Directors dated the 21st November 1787 —

At a Consultation Present

The Honorable Major General

Friday the 9th May 1788 — Sir Archibald Campbell K.B.

President

John Holland, James Henry Casamajor

and

Robert Maunsell Esqrs.

Minutes of last Consultation

read and approved —

Read the following Letter from Mr Mallet

To

1219 Fort St. George 9th. May 1788.

To the Honorable
Sir. Archibald Campbell K.B.
Governor &c.
Fort St. George

Honorable Sir,

From the Resident at Poona with Intelligence from Europe an Accommodation takes place between the Raja of Colapore and Despoy of Savant.

I have been honored with your Letter of the 12th Ultimo to which I shall trouble you with a separate Reply very shortly confining this address merely to a Communication of the Intelligence this most important lately received from Bombay.

The Drake Cruizer had arrived there from Busporah with Lieutenant Colonel Hartley. General Meadows was not expected to leave England till January. Leyden Gazettes have been received to 23 December. The Turks had, reputed with great loss in repeated attacks on Kinburn from Bogdanow, Iranee was endeavoring to mediate an Accommodation and prevail on the Emperor to do the

Fort St. George 9. May 1788

the same - The Discontent of the
Parliament and People of France against
the Court seemed to be increasing
in consequence of the Banishment of
the Duke of Orleans and Two of the
Members of the Parliament from Paris
Mr. Hastings had delivered his Defence
to the Upper House whence it was
referred to the Commons for Examination
and Reply; Mr. Francis was excluded
from the Committee appointed for that
purpose - Sir John Macpherson and
a Col. Murray presented with the
Freedom of Edingburgh - a Vessell
ordered at Brest to convey the Prince
of Cochin China to his Country - The
Minerva with part of the 73d reached
Bombay the 12th Instant. The Camden
hourly expected -

An accommodation has taken
place between the Raja of Colapore and
Desoy

1221.

Fort S. George 9th. May 1788.—

Depoy of Sawant Pyppoo's Troops are said to be making Encroachments on the Frontier of this State which continues to profess the most perfect Good Will to the Company's Government. The Intention mentioned in my last of the Peshwas going to Tillana was without Foundation

I have the honor to Enclose a Duplicate of my last address of the 29th Ult.o and to be with great Respect

&c.a &c.a

(signed) C. W. Malet

Poona
19th. April 1788.

The President delivers in the following Minute.—

The Letters and papers addressed to the Governor General in Council, from Mess.rs Benfield, Taylor, Roebuck, Moubray and Porcher, dated the 27th of April 1788, having gone in circulation the 2d of this Month, for the purpose of affording the Members of the Government sufficient time to examine their contents, and an Opportunity of

comparing

President Minute, introducing his Remarks upon the Letter addressed by the Committee of Rabobb Creditors to the Government General.

Fort St. George 9th May 1788.

are a Committee for the affairs of the Nabobs Creditors, find ourselves on the present Occasion necessitated to address your Lordships in the Defence of the Property of those whose Representa-

Apprehension. Whence Doubt arises upon the Equity of the Creditors Pretensions and which had originated from a very unexpected and Extraordinary Assumption on their Part When that Doubt is submitted to the Decision of the first Law Authority in India with a View to obtain a Determination of the relative Rights of these People, and the Company: this Conduct of Government is charged with mode-rating against the Principles of Justice of Striking at the Root of Property, and of Stamping Ruin upon a large Body of His Majesty's Subjects Harsh and unprecedented as

Fort St. George 6th May 1788

as these Accusations
are, it is nevertheless
certain that the President
and Council of Fort St George
have experienced them
in the fullest Extent
from five of the Honble
Company's Servants
who hold Places of
Trust and Responsibi=
lity under the Government

In addition to those
Accusations the Com=
mittee for the Nabobs
Creditors have charged
this Government with
Misstatement, Decep=
tion, and inadequate
partial Justice, in
Terms of studied
Asperity and Disres=
=pect by no means
compatible with
that Duty which they
owe to this Government,
nor

Fort St. George 9th. May 1788.

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Fort St. George 6th May 1788

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partial Justice, in
Terms of studied
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=pect by no means
compatible with
that Duty which they
owe to this Government,
nor

Fort St. George 6th May 1788

not to their Constituents
To these a Reply will be
given not as the Com-
mittee of Creditors have
done, by rude and #
unqualified Assertions,
but by Authentic Letters,
Accounts and Documents
from the Records of
Council, which will
clearly evince the #
Attention and Justice
of this Government,
in all Matters regarding
the Nabobs Creditors,
and expose to public
View the disingenuous
and illiberal Conduct
of their Accusers.-

2. The Rights of the Creditors were so fully confirmed by # the Act of Parliament for the Security of their Property, the Orders of the

2. The act of the # Company in revoking an Innovation # under their own # Sanction bears no kind of Analogy #. with

Fort St. George 6th May 1788

the Company in pursuance with the Doubts enter-
=tained thereof and the Sanction by this Govern=
consequent Agreement ment of the Fairness
entered into with of the Creditors present
the Nabob, and further Demands. The Innova=
by the last decisive =tion alluded to, was
Step taken by the loading the Fund
Company for revoking with a Debt to Colonel
an Innovation made Cosby and others, which
under their own was not in Contempla=
Sanction, that the =tion when the Fund
Creditors assured was directed to be
themselves no further established. That
attempts would have measure necessarily
been made to disturb diminished the Sum
the Arrangement to be annually paid
to the Consolidated
Creditors, and was
therefore upon Princi=
=ples of Justice revoked,
But does it follow
from hence that the
Company will also
revoke every essential
and wise Arrangement
which have likewise been
formed

Fort St. George 9th May 1788

nor to their Constituents
To these a Reply will be
given not as the Com-
mittee of Creditors have
done, by rude and #
unqualified Assertions,
but by Authentic Letters,
Accounts and Documents
from the Records of
Council, which will
clearly evince the #
Attention and Justice
of this Government
in all Matters regarding
the Nabobs Creditors,
and expose to public
View the disingenuous
and illiberal Conduct
of their Answers.-

2. The Rights of the Creditors were so fully confirmed by # the Act of Parliament for the Security of their Property, the Orders of the

2. The act of the # Company in revoking an Innovation # under their own # Sanction bears no kind of Analogy #. with

Fort St. George 6th May 1788

the Company in pursuance with the Doubts entertained thereof and the Sanction by this Government of the Same consequent Agreement entered into with the Nabob, and further by the last decisive Step taken by the Company for revoking an Innovation made under their own Sanction, that the Creditors assured themselves no further attempts would have been made to disturb the Arrangement

Demands, the Innovation alluded to, was adopting the Fund with a Debt to Colonel Cosby and others, which was not in Contemplation when the Fund was directed to be established; that measure necessarily diminished the Sum to be annually paid to the Consolidated Creditors, and was therefore upon Principles of Justice revoked, But does it follow from hence that the Company will also revoke every essential and wise Arrangement which have likewise been formed

Fort St. George 6th. May 1788

formed by their own Orders
for the general and per=
=manent Security of the
Carnatic, because the
Committee of Creditors
conceive it may some
Day or other prove a
Retardment to their
private and temporary
advantage. Is it because
the Committee assert that
the Sum of four Lacks of
Pagodas is nearly similar
to what the Nabob had
paid Annually for a
Period of 20 Years towards
the Military Establishment
of the Carnatic, Or because
they should assert that
the Directors never ordered
even this Sum to be men=
=tioned in the Agreement
made for securing the
Payment of the Nabobs
12 Lacks to the Creditors, that

(2)129. Fort St. George 9th May 1788—

that this Government, who are otherwise informed by their Instructions should readily subscribe to Ideas so absurd and impolitic? Is it because the 9 Lacks of Pagodas, which the Nabob has agreed to pay on Account of His Military Charges as a Peace Establishment should be thought excessive and unnecessary by the Committee of Creditors, that this Government are to be harshly accused of exacting more than His Highness is able or willing to pay; when he has given it expressly under his Hand, that he considers the Army Expence just and reasonable; and that his

Fort St. George 9th May 1788

his assessment of the enormous Sum of 12 Lacks to the Creditors is actually more than he can bear? If such are the Causes which have given offence to the Committee of Creditors our Superiors can best determine the Propriety of this Board in opposing them, and the intemperate Conduct of five Servants of the Company, who have wantonly persevered in Assertions so unreasonable and groundless; To remove even the Shadow of Doubt in a Matter of such Importance to the Interests of the Company and the Public, the Government of Fort

231.

Fort St. George 9th May 1788

Fort St. George have
called for the Opinion
of the Judges in Bengal
on the points urged by
the Committee, and it is
now most willingly ⁊
insinuated that this
Act is an attempt to
disturb the Original
Arrangement

3. "If the Government of Fort St. George, conceive that by any new Treaty they had Authority to exercise the Power of the Company to the Prejudice of the Creditors we think the Extent of its Operation ought to have been clearly defined in such New ⁊ Treaty, and that the ⁊ Creditors ought to have had a Communication of it at the Time, so ⁊ that by this Period we should have been furnished ⁊ with

3d That this Government has by the Agreement a Right to ascertain by Treaty the Nabobs Proportion of the Current Charges no Doubt can possibly exist, and to exercise that Right can never be ⁊ considered as an Act ⁊ injurious to the Creditors, The Company's Letter of 9th December 1784 which directed the Arrangement for them, also defined the Plan, on which the Treaty for the Defence

of

with the Opinion of our Constituents residing in England, on the Measures we ought to pursue: But at this late Hour we are told it is a Doubtful Point whether the Creditors have any Claim to what has accrued on their Account beyond Six Months since The Matter never seems to have been an Object for Discussion till it appeared to this Government a dubious Point whether the Nabob could fulfil the whole of the Payments, which by the New Treaty he was required to make.

of the Cavalier was to be formed. The Majority of the Creditors were perfectly well acquainted with the Extent of the Instructions it conveyed to us in Regard to these two Measures; and the whole of the Letter, though not particularly or formally communicated to the Committee of Creditors was Matter of Public Notoriety.

The Committee have never been told as they most shamefully assert that it is doubtful whether the Creditors have any Claim to what has accrued on their Account beyond Six Months since

4th They knew that the January Rist was extended to March, and that the Nabob has not yet completed the

1233 Fort St. George 9th May 1788

the Payment of it, and they also know, that untill the docs, the Creditors have no claim to a Dividend. In Order to prove the State of this Matter beyond the Power of Controversy, the following Account shews the Amount of the Nabobs last Rist, and the Payments made by him to the 30th Day of April, three days subsequent to the date of their address to the Government General.—

Dr. His Highness the Nabob Walajah ... Cr.

1788 March 31.	To Rist dece		8,80,000	" "	1788 Febry.	By Payments at Madras Balance }	3,661,, 3237.
						Recd from last Rist	
						Trichinopoly	20,000 " "
						Palamcotah	3,000 " "
						Madura	6000 " " 32,661,, 3237.
					March	Madras	2,37,796 " "
						Trichinopoly	41,769 " "
						Palamcotah	3000 " "
						Madura	6000 " " 2,88,565 " "
					April	Madras	3,21,125 " "
						Trichinopoly	8,733 " "
						Palamcotah	3,000 " " 3,32,858
							Ps 6,54,084. 32. 37.

The above shews how groundless the Allegations of the Committee are, when they charge this Government with having received 5 Lacks from the Nabob in

in January and 6 Lacks since. Instead of which it appears that they only received 32,661 Pagodas in February, 2,88,565. in March, and 3,32,858. in April.

4. The Act of His 4th present Majesty Chap 24 Section 37, ordains a Fund to be establish-ed for the Discharge of His Highness the Nabob Debt. In pursuance of the Act the Court of Directors on the 9th December 1784 sent out Orders for establi-shing a Fund for the payment of the same, in Conjunction with what the Nabob should be indebted to the Company, consoli-dating the whole in an Arrangement prescribed by themselves under the Denomina-tion of the Public and Private Creditors, at the same time directing the

4th The Committee in this Paragraph recite the Comp.y's Orders for making the Arrang.t-ment for the Creditors, and the solemn Ded entered into in Consequence of it, but studiously omit to state, that this solemn Ded was only preliminary Articles of Agreement, preparatory to the Conclusion of a formal Treaty; and that in those preliminary Articles it was agreed, that until the exact Sum to be paid by the Nabob for the Support of the Army could be ascertained it should be considered at 6 Lacks of Pagodas referring the Ascertainment of it to the Treaty, which, agreeable to the Instructions contained in the Letter of 9th December 1784 was settled at 9 Lacks of Pagodas annually, upon the principle of contributing jointly to the Expences of the Peace Establishment

Fort St. George 6th May 1788.

the Appropriation of
the Same, and establish-
-ing compulsory Methods
to secure a Compliance
on the part of the Creditors
This Fund they fixed
at 12 Lacks to be paid
annually and ordered
effectual Measures to
be taken for the ne-
-cessary Security
of it, and to effect
this Measure, they
declare in the 28th Para-
-graph "We nevertheless
think it our Duty
as well to the private
Creditors whose Interests
in this Respect have
been so solemnly &
entrusted to us by &
the late Act of Parliament
as from Regard to the
Debts due to the Company
to insist on a Declara-
tion, that in the
Event

Fort St. George 9th. May 1788.

Event of the Failure
of the Security proposed,
or in Default of the 4
Instalments at the
stipulated Periods,
we reserve to ourselves
full Right to demand
of the Nabob such
additional Security
by Assignments on
his Country, as shall
be effectual for answ=
=ering the Purpose
of the Agreement."

In Consequence of 4
which a solemn Deed
was entered into by
the Governor and Council,
embracing those objects
so specifically commanded
in the Company's 4
General Letter of
9th December 1784 from
Para: 26 to Para: 29 inc. 4
inclusive and at the 4
same time, they introd=
=duced a further Clause
into

Fort St. George 9th May 1788

into the Agreement
applicable to their
own Arrangements &
which declared, that
until the exact Propor-
tion of the Nabobs
Share of the Military
Expence should be
ascertained, His High-
ness consents to
consider it at 4 Lacks
of Pagodas p Ann.
This Claim the Court
of Directors never
ordered to be included
in the Agreement
made for securing
the Payment of the
Nabobs 12 Lacks to
the Creditors. The
Letter after it has
gone over points
relating solely to the
Subject of the public
and Private Creditors,
and before it proceeds
on

Fort St. George 9th May 1788—

orenters upon any others
which respect the Nabob to
or the Company Par. 29
says," After having con-
"ciliated the Mind of the
"Nabob to this Measure,
"and adjusted the partic-
"ulars you are to carry
"the Same into Execution
"by a formal Deed, &
"between His Highness
"and the Company &
"according to the Tenor
"of these Instructions."

5. Here therefore it is proved, that the Company ordered a secure Arrangement specifically for the public and private Creditors & according to the Act, & which as they say & solemnly entrusted them with the Interest of the Creditors. The Arrangement of the 28th June 1785 was made in Pursuance of their Orders. The Instalments were fixed on which

5. Requires no Observation

the

Fort St. George 9th May 1788—

the Nabob was to make
his payments, and penal-
ties were annexed in case
of Failure"

6th In Compliance with the Act and the Orders upon it, the Creditors, among whom the Company bear a part, naturally expect as a Right, the full and punctual payment of the 12 Lacks stipulated by the Agreements and they presume that the Carnatic is held as the Security for the full and punctual payment of that Sum, and it must be allowed that it is in great Moderation and Justice they hold such Expectation, when it is considered that the Creditors of the New Consolidated Fund, who form the Chief Mass of the Demands of the private Creditors are to

6th Requires no Observation—

Fort St. George 9th May 1788—

to receive by the Arrang=
=ment no more for a Course
of Years than the Interest
of their Debt at the very
reduced Rate of 6 ℔ Cent
and that after Years,
when the Discharge
of some small proportion
of their principal may
come in Course of Pay=
=ment, the Company #
have yet preserved to #
themselves seventeen fifths
of the whole Sum to be
received on Account of
the Arrangement for
the Public and Private
Creditor, till the whole
Debt of the Nabob to
the Company shall be
discharged—

7th It is observable the Nabob by the Agreement engaged to pay for the Military Establishment of the Carnatic Four Lacks of Pagodas, and this + Sum

7th This Paragraph states that the Nabob had only paid 4 Lacks to the Company on an Average for near 20 years It should be considered that formerly the Nabob + kept

Fort St. George 9th May 1788

Sum seems to have been kept up a large Army, the # fixed upon between the Expence of which joined to his Parties, as nearly similar payments to the Company to what the Nabob had never amounted to less than paid for a Period of near 18 Lacks of Pagodas, as will 20 Years. The 40 Section appear by the following # of the Act of 1784 orders Extract from the Presidents a Reduction of every # Minute of 16th January 1787. possible Expence, and "By the General State of upon this plan it could "Receipts and Disbursments of not be supposed that "the Honble Company laid the Nabobs Quota of "before Parliament in 1781, Military Expence # "it appears that £1,990,493 # was to be enormously "Sterling was received from encreased beyond what "the Nabob of Arcot towards he had for so many "defraying Military years been accustomed "Expences from the to pay. The additional "Year 1771 to Year 1778 Sums to be paid by the "The Average Sum of Nabob in Consequence "which is £284,356 Ster- of the New Treaty 1787, "ling which is equal to Pat. 7,10,890--- making his payments "The Nabob had in amount to 21 Lacks "Pay seven Regiments of seem to be more than "Cavalry, compleat he is able or willing to "Annually at ---- 6,00,000--- pay; and that the Nabobs "and 20 Battalions Acquiescence was not # "of Sepoys ---- 5,00,000 11,00,000---- voluntary "Hence it is evident that the "Nabobs Annual Expence for the "Protection of his Dominions "from 1771 to 1778 amounts "to a Sum not less # "than ---- Pags 13,10,890----

At

voluntary is deducible
from the public Records
for the Treaty was signed
on the 24th February 1787
yet the Talbot and
Barrington which
sailed the latter End
of February and 1st of
March, carried home
his Request through the
Government for a Remission
of two Lacks of Pagodas,
on the Ground that the
Requisition of a Paym.t
of twenty one Lack was
more than his Means
would enable him to
accomplish; Yet upon
the Principle of the
Nabob's Inability to
comply with this New
Requisition the Question of the Rights
of the public and Private
Creditors seem now to be
agitated".—

* At present the Army
is paid entirely by the Company,
and the Nabob only contri=
=butes 9 Lacks P Annum to
its Support, so that the New

Fort St. George 9th May 1788

New Arrangements have produced a Saving to the Nabob of about 9 Lacks ℳ Annum.-

It is certainly true; that the Nabob alledges the Payment of 21 Lacks is more than he can discharge; but His Highness never once objected to the Justice of the Claim for 9 Lacks towards the Support of the Army for the Defence of the Carnatic, as appears by the Letters of the Nabob, marked ℳ AB, sent home by the Talbot and Berrington dated 22d and 27th February 1787 here annexed. What the Nabob complains of in these Letters is the Assessment of the enormous Sum of Twelve Lacks towards the Discharge of his Public and Private Debts, and it is from that Sum that he positively required the Deduction of 2 Lacks of Pagodas, and desires that 10 Lacks of Pagodas only should be appropriated to the annual Discharge of this Debt to the Creditors

* See Page 35.

Fort St. George 6th May 1788—

8th If the Company have a Right to tax the Nabob in one Instance so as to break in upon the Arrangement of the Creditors, they have a Right to do it in another and then the Creditors are deprived of that Security, which the Act has ordained for them, and the Company in Consequence commanded, and that Arrangement becomes nugatory for which the Honour of the Nation, the Faith of the Company and the Dignity of the Nabob stand pledged"

8. To argue, that if the Company have a Right to tax the Nabob in one Instance, they have a Right to do it in another, is unfair and unsound Reasoning; What the Committee alluded to here as a Tax upon the Nabob, to the Subversion of the Creditors Security is the Ascertainment of the Nabob's Proportion of the Current Charges by the Treaty, as expressly provided for by the preliminary Agreement of 1785. No Matter in Reference can be compleat until the Reference is had, and the Point decided, but so soon as that takes place, the Decision is final and conclusive, The Agreement with the Nabob, reserved the Ascertainment of his proportion of the Expences of the peace Establishment to a future Treaty, which has

&c
4

Fort St. George 9th May 1788

has since taken place, and determined exactly what that proportion is. No thought has ever since been entertained either by the Company or the Board of augmenting that proportion. If such a Measure had been adopted, the Committee might then justly complain, "That their "Security is struck at, "That the Conduct of "Government is repug- "nant to the Orders of "the Company, and that "the Arrangement becomes "nugatory for which "the Honour of the Nation "the Faith of the Company "and the Dignity of the "Nabob stand pledged" But to charge the Govern- ment with breaking in upon the Arrangement by

Fort St. George 9th May 1786

by seizing the Nabobs Proportion in the Treaty is an Imputation of Criminality for the Exercise of a Right, reserved to the Government by the Arrangement itself, and Argues at once the Falsity and Folly of the Accusation

9th "But upon what Ground has this Imputation received the Sanction of the Company. Because they have been informed by the Declaration of this Government, that the Nabobs Country is fully equal to the additional Sums, with which he is charged by the New Treaty. Nor does it any where appear after the Receipt in England of the Agreement of 28th June 1785, that the Company ever desired, or gave any Orders whatever for an Assessment upon

9th In Reply to the Assertion, that no Instructions ever received the Sanction of the Company to encrease the Nabobs Payments to more than 4 Lacks, it is only necessary to say, that in the Letter of 22d September 1785 from the Secret Committee, this Government were told, that to their Discretion and Judgment much of the intended Arrangement with the Nabob must be left, and it is certain that such Discretion and Judgment was exercised in the Treaty, and upon the fairest

of

Fort St. George 9th May 1788

upon the Nabob, exemp= ding the four Lack ✠ stipulated in such Agreement: All their ✠ Orders subsequent to the Receipt of the Agree= ment manifesta deter= mined Principle of ✠ Indulgence and Relief towards the Nabob, in Opposition to exclusive Demands for Payments on Account of the ✠ Military Charges as a Peace Establishment, more than double the Amount of what at any Period His Highness had been charged with since his earliest ✠ Connection with the English Nation".—

of all Principles, Viz. That the Company, the Nabob and the Rajah of Tanjore should ✠ contribute to the Support of the Army in the proportion that their respective Revenues bore to the General Expence of the Peace Establishment kept up by the Company's Forces for the Security of the Carnatic. But in a Letter written to this Government the 28th April 1786 long after the Receipt of the Agree= ment of June 1785, they fully warrant a Dimi= nution of the Payments to the Creditors if this Government should see Cause to adopt such a Measure; the following is an Extract from the ✠ Letter.—

"We wait the "Result of what was ✠ then

Fort St. George 9th May 1786

by seizing the Nabob's Proportion in the Treaty is an Imputation of Criminality for the Exercise of a Right, reserved to the Government by the Arrangement itself, and Argues at once the Falsity and Folly of the Accusation

9th "But upon what Ground has this Treaty received the Sanction of the Company? Because they have been informed by the Declaration of this Government, that the Nabob's Country is fully equal to the additional Sums, which have accrued by the New Treaty. Nor does any where appear after the Receipt in England of the Agreement of 28th June 1785, that the Company ever desired, or gave any Orders whatever for an Assessment up

9th In Reply to the Aforesaid Question, That no Instructions were given by the Company to encrease the Nabob's Payments to more than 4 Lacks, it is only necessary to say, that in the Letter of 22d September 1785 from the Secret Committee, this Government were told, that to their Discretion and Judgment much of the intended Arrangement with the Nabob must be left, and it is certain that such Discretion and Judgment was exercised in the Treaty, and upon the fairest

of

Fort St. George 9th May 1788

upon the Nabob, exempting all Principles, Denying the four Lacks & stipulated in such Agreement: All their & Orders subsequent to the Receipt of the Agreement manifest a determined Principle of & Indulgence and Relief towards the Nabob, in Opposition to exclusive Demands for Payments on Account of the & Military Charges as a Peace Establishment, more than double the Amount of what at any Period His Highness had been charged with since his earliest & Connection with the English Nation"—

That the Company, the Nabob and the Rajah of Tanjore should & contribute to the Support of the Army in the proportion that their respective Revenues bore to the General Expence of the Peace Establishment kept up by the Company's Orders for the Security of the Carnatic. Burton a Letter written to this Government the 28th April 1786 long after the Receipt of the Agreement of June 1785, they fully warrant a Diminution of the Payments to the Creditors if this Government should see Cause to adopt such a Measure; the following is an Extract from the & Letter.—

"We wait the "Result of what was & then

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"then (meaning their
Letter of 22 Sept.r 1785)
suggested, in the Confidence
that you will have so
exercised the Discretion
therein given to you,
as not to distress the
Nabob with Demands
for the payment of his
Creditors, beyond what
he is able from the Resources
of his Country to afford.-
Requires no Remark

10. The Committee for
Affairs of the Creditors
we, under the Necessity
of addressing the Board
on the 31st. January last
explaining their Rights,
complaining of their
property having been
withheld from them &
requiring a Dividend
conformable to the Agree-
ment, and expressing
a hope to be furnished
with a communication
of all Papers which relates
to the Affairs of the Creditors,
in

10th

Fort St. George 9th. May 1788.

in Answer to which they
received a Letter from Mr.
Secretary Chamier, dated
the 9th. February following
expressing the Regret the
Board experienced that
the State of the Treasury
would not admit of their
dividing the Money that
had become due to the Nabob's
Creditors, with Assurances
that it was no less the
Inclination than the
Duty of Government to
adhere to the Term of an
existing Agreement, and
enclosing us in Consequence
of our Application sundry
Papers.

11 " Read Address to the 11. Requires no Remarks
Governor and Council
at Madras a Letter on the
21. February last in Reply
to Mr. Secretary Chamiers
Letter of the 9th acknowledging
the Receipt of Copies of
the 2d and 19th Articles of
the Treaty entered into with
the Nabob on the 24 Febry
1787 of the Agreement of
28th June 1785. and of Extracts

of

Fort St. George 9th. May 1788—

of the Letters of the Honble
Court of Directors, dated
the 31st. July 1787, which
were the first Communications
Government were pleased
to afford us of these Papers
In our Letter we expressed
that we presumed these
were all the Articles of
the Treaty which had
Relation to the Affairs
of the Creditors, and hoped
that the additional
Payments required from
the Nabob by the 2 Arti-
-cle of the New Treaty
executed 24 February 1787.
would not be allowed to
operate to the Prejudice
of the Articles and
Stipulation thereto for
entered into for the
Discharge of the Debts
of the three Classes of
Creditors whom we
represented."—

12th. To this Letter no
Reply was given, nor to
a Letter

Fort St. George 6th May 1788.

a Letter of the 29th March in which we called for a Dividend which became due to the Creditors on the 31st January last" 13th. "On the 17 Instant we addressed the Governor and Council a Letter expressing that it was understood papers had been sent to Bengal for the Opinion of the Judge, in which the property of the Creditors was concerned, requesting a Communication of such papers, and repeating our Application for the payment which became due the 31st January last in Answer we have received Mr. Secretary Charrier's Letter of the 20th Instant, enclosing us Copies of the Letter of the Governor and Council to your Honble Board

12th and 13th. The Committee affect to plead Ignorance of the Change agreed to be made in the Period for payment of the Nabob's Rists, Notwithstanding it was a Measure perfectly well known to all the Members of the Committee. As a proof of which, they never attempted to write or complain in the Course of the Year 1787, that the Rist originally stipulated to be paid them the 31st January was not discharged. The Committee know that it was prolonged to the 31st of March and when that period arrived, the Nabob had not completed the Rist which created a further Delay, so much so that the Dividend could

Fort St. George 9th May 1788

Board, and a paper # entitled, the Case of Mr. Attorney General Sulivan and informing us, that the Reason we have # had not an earlier # Reply was because our Letter had involved points of such Conse= =quence as rendered it necessary to ask the Opinion of the first Law Authority in this Country, Under these Circumstances, the Creditors certainly ought to have been informed of it, and it must appear extra= =ordinary that the Infor= =mation was withheld from them till the # Dispatch of the last Ship for England, # when for many Months there could be no Opportu= =nity of transmitting # Accounts could not be ordered by Government until the 22d of May 1787, and was issued on the 5th of June following.—

It is to be observed, that the First payable originally to the Creditors on the 31st January # amounted to no more than 5 Lacks; But # when Government agreed to grant the Nabob a Delay in the payment of that First to the 31st March, they stipulated that the payment to the Creditors should be six Lacks instead of 5 Lacks, thereby securing to them a material # Compensation for the Delay In Consequence of this Provision, the Dividend made to the Creditors on the 5th June 1787 was Six Lacks of Pagodas. It is possible ther

1253 Fort St. George 6th May 1788.

Accounts of their property then that the Committee having been withheld, can now plead Ignorance and of the Act of Partia= of the Change in the period =ment which secures for payment of the Rist, their Rights having when in Consequence of been rendered nugatory" that Change they had absolutely received six Lacks of Pagodas instead of five Lacks? Can it be for one Moment supposed that Men of their Knowledge and so deeply interested in the Question, did not en= =quire both into the Cause of the Delay in making the Dividend and the Reason of their afterwards receiving 6 Lacks instead of 5 Lacks? To suppose the Committee ignorant of either, would be to ch= =arge them with an extraordinary Inattention to the Interests of their Constituents, and a Degree of Apathy not

re

Fort St. George 9th May 1788

reconcileable to Gentlemen
who are so well acquainted
with the Value of a Lack
of Pagodas. Mr. Moubray
the Accomptant General,
being one of the Committee,
and a Member of the
Board of Revenue, could
not fail to instruct the
Committee if they were
really egnorant, because
he has stated the Mistake
agreeable to the Allowa-
tion made by Govern-
ment in his Official
Estimate of Probable
Resources and Dis-
bursements of the
Madras Government
from 1st May 1787 to 30th
April 1788, which Es-
timate has been
transmitted to the
Honble the Court of
Directors and the
Bengal Government;
such being the Case,
with

1255 Fort St. George 9th. May 1788

with what Propriety can
Mr. Moubray as Accountant
General sign the Estimate
of Probable Resources
and Disbursements in
July 1787, acknowledging
the Change that had
taken place in the Rists,
and now as a Member of
the Committee for the
Creditors sign a Letter
affecting Ignorance of
the Change!

14th. Requires no Remark

14th. "We observe in the
last Paragraph which
the Governor and Council
have addressed to Your
Lordship that they
request the Opinion
of the Judges to be
sent before the Month
of July, when they say
the last Rist to the
Creditors becomes
due."—

A
15.

Fort St. George 9th May 1788

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who are so well acquainted
with the Value of a Lack
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the Accomptant General,
being one of the Committee,
and a Member of the
Board of Revenue, could
not fail to instruct the
Committee if they were
really ignorant, because
he has stated the Mistake
agreeable to the Allowa-
tion made by Govern-
ment in his Official
Estimate of Probable
Resources and Dis-
bursements of the
Madras Government
from 1st May 1787 to 30th
April 1788. which Es-
timate has been
transmitted to the
Honble the Court of
Directors and the
Bengal Government;
such being the Case,
with

1255 Fort St. George 9th May 1788

with what Propriety can
Mr. Moubray as Accountant
General sign the Estimate
of Probable Resources
and Disbursements in
July 1787, acknowledging
the Change that had
taken place in the Rents,
and now as a Member of
the Committee for the
Creditors sign a Letter
affecting Ignorance of
the Change!

14th. "We observe in the last Paragraph which the Governor and Council have addressed to Your Lordship that they request the Opinion of the Judges to be sent before the Month of July, when they say the last Rent to the Creditors becomes due."—

14th Requires no Remark

A
15.

Fort St. George 9th May 1788

15th "On the 31st January last a Kist of 5 Lacks became due from the Nabob to the Creditors, and has been a considerable Time in the Hands of the Company. On the 31st of March a Kist of Six Lacks became due from the Nabob to the Company according to the New Treaty to compleat the Nine Lacks for the Year, and although the greatest Part of this Kist has been paid to the Company; Yet no Dividend has been made to the Creditors As the Observation of the Govern and Council respecting the last Kist becoming due to the Creditors in July, appears to imply a Suspension of Payment in Case the Opinion of the Judges should not be

15th The Committee say that a Kist of 5 Lacks became due from the Nabob to the Creditors the 31st January, and that it had been for a considerable Time in the Hands of the Company. This Declaration is totally void of Foundation; the Committee as has been already mentioned know that Government had agreed with the Nabob to prolong the Kist payable the 31st Jan.y to 31st March, in order to accommodate the Nabobs Payments to the Dates of his Receipts from the Country. And the State of the payments made by the Nabob already given opposite to the 3d Paragraph, is sufficient Refutation of what is contained in

Fort St. George 9th May 1788.

be obtained before that on this Paragraph.—

Period, we are totally at a Loss, even upon all the Reasoning that has so unjustly been brought forward in the Case to form an Opinion upon what Principle such an Idea of Suspension could be supported, since that the Government of Madras have already obtained from the Nabob within a small Balance the full Amount of his Payments for the present Year of Nine Lacks as required by the New Treaty, exclusive of the Rest of five Lacks already received by them, and which became due to the Creditors on the 31st January last, thus circumstanced it evidently follows that neither the 5 Lacks received by Government

The Insinuation that Government have it in Contemplation to suspend any of the Payments to the Creditors under any fictitious Pretence is illiberal as it is unfounded No Member of Government having ever entertained such an Idea.—

Government for the January
Rest, nor Seven Lacks that
will become due in July
are involved for the present
Year in the Questions &
Government have been
pleased thus to agitate,
however alarming and
injurious those Measures
are to the property of the
Creditors, and to the &
Credit and Currency of
their Funds"

16. When Sir Archd: Campbell on his Arrival at Madras found that a Dividend due to the Creditors had been & withheld by his Predecessor M. Davidson, as particularly set forth in our Letter to Government of the 4th. April 1786, he reprobated the Measure of withholding private property, and one of the first Acts of his Government was to pay the Creditors & their

16 Had the Committee for the Nabob's Creditors with equal Candour directed their Attention to Matters of Fact, without indulging themselves in wanton & Insinuations on. Assertions which have been so frequently refuted from the Public Record in the Course of this Reply, they would have acknowledged, that it has been the anxious Wish, as well as the uniform practice of Government, & from 1786 to the present & Hour, to make Dividends to the Creditors as early & after

their stipulated sum which had been recd from the Nabob for his Rist of the 31 January; after the Receipt of the Money as the State of the Treasury would admit, except from the Month of November 1787 to the Beginning of April 1788. At the Commencement of this Period Government had every Reason to expect an Attack upon the Carnatic and the Travancore Country by Tippoo Sultaun, which rendered it necessary to prepare earnestly for War by reinforcing our advanced Garrisons with Provisions, Ammunition and Military Stores, Soon had these Alarms subsided, when secret and confidential Information had been received by the President from Europe, of the critical State of Affairs in Holland, which gave every Reason to Apprehend a War between France and England. These Circumstances rendered it absolutely necessary for Government to turn their Attention

attention to the Defence of the
Country in preference to every
other Consideration. As the
Ruin or Security of the Creditors'
Property must ever depend on
the Safety and protection of the
Country, the Committee for ye
the Creditors ought to have
been the last Persons to complain
of a temporary Suspension ye
of a small Portion of their
Money, when it was so necessa-
rily and successfully applied, and
when it is certain, that the
Governor and Council to ye
accommodate the Public ye
Necessity have for eleven ye
Months past retrained from
drawing their Salaries, and
are actually paying 12 ℔ Cent
Interest for Money to defray
their Family Expences.—

17th We have read over with attention the singular and leading ye Case stated for the Opinion of the Judges, and we cannot help expressing our ye Em

17th The Case which has been submitted to Bengal; will receive the impartial Review of those who have Integrity and Abilities to consider it exclusively On their Judgment alone the ye Government

Fort St. George 9th May 1788

Embarrassments at
being called forth in the
Defence of the Rights
and Fortunes of those
we represent, without
the Possibility of obtaining
any legal Aid to combat
this inadequate and
partial Statement;
we have however observed
upon it as far as our
Means enabled us, and
our Remarks are annexed
to this Letter.—

Government of Fort St. George
place the fullest Reliance;
and with equal Confidence
submit whether the Statement
here alluded to is either in-
adequate or partial.—

18th The Governor and
Council in their address
to your Lordship
under Date the 16th Inst.
observed the Creditors
allledge that their Agents
in England have obtained
Law Opinions from high
Authority declaratory
of their having a legal
Right to be paid
according to the Propor-
tion and Periods mentioned
in the Agreement of
the 28 June 1785, they
should have observed that
the

18th Merits no Answer. The
Stile is however singular for
Servants of the Company
to use when speaking of
their Superiors.—

Fort St. George 9th. May 1788

the Creditors sent to the
Members of the Board
individually a Copy of
this high Law Opinion;
and that it was given
by His Majesty's
Solicitor General, not
upon any Case, but as
itself declares in the
Act of Parliament,
the Orders of the Company
1784, and the Agreement
which established
a Security for the
Creditors, conformable
to the Spirit and
actual Words of that
Act."—

19th. We have the 19 Monetary Answer
Honor to enclose
you Papers from No 1
to No 19 which relate
to our Affairs, and
the solid Basis on
which the Arrange-
ment for the Creditors
is established. An
Arrangement

1263. Fort St. George 9th May 1788

Arrangement which
we are convinced can
in no Degree be &
legally infringed
or broke in upon,
And impressed with
this Idea, we are
confident, that
the Judges will
not sanction, nor
your Lordship &
permit, any Innova-
tion to be made on
a Solemn Agreement
ordained by Parliament,
and entered into according
to the Commands of
the Honble Company
for the Security of the
public and Private &
Creditors.

We have the honorable
&c &c &c
(signed) James Taylor
Paul Benfield
Benj.n Roebuck
Geo: Mowbray
Jos: Dupre Porcher

Fort St. George
25th April 1788

1264 Fort St. George 9th May 1788

In Order to shew in a Clear Point of View, the Conduct of Government to the Nabob's Creditors, there is hereunto annexed accurate States shewing the Dates when the Rists became due, and when the Payments were made on Account thereof, which will convince the most scrupulous, that there has not been any Intention on the part of this Government to the Collection of the Monies from the Nabob, and that no Delay ever has or can unnecessarily incurr in making Dividends after the Money was collected, except in the single Instance of the last Rist of last Year, which left a Balance of the Creditors Money in the Hands of the Company for a few Months: the Reason of this Delay has been fully explained, and as it was in fact a Matter of State Necessity, it is presumed, that that Circumstance will justify Government in the Instance alluded to

1.

1265.— Fort S.t George 9.th May 1788.—

D.r His Highness the Nabob with the Company Cr.

1785 Sept.r	30.	To his Kist due this day as Agreement of 28 June 1785	3,00,000		1785 June	By Payments at Vellore	140.20.46
						Trichinopoly	10,200.. .. .. 10,340.20.46
					July.	Madras	16,312.12..
					August	Madras	88,046.31.40.
						Palamcotah	50,000.. 1,38,046.31.40.
					Sept.r	Trichinopoly	1,134.9.15.
						Palamcotah	50,000.. ..
						Madras 84,270.20.65.	
						Deduct carried to next Kist	104.28.6. 84,165.28.59 1,35,300.1.74
			3,00,000				3,00,000 .. ..
1786 Janry	31.	To Kist due	6,00,000		Sept.r	By Madras as above	104.28.6.
						Madura	8,000.. .. .. 8,104.28.6.
							16,000.. ..
					Oct.r	Madura	21,862.18..
					Nov.r	Madras	20,000.. ..
						Trichinopoly	16,500.. .. .. 58,362.18..
						Madura	38,941.. ..
					Decm.r	Madras	20,000.. .. ..
						Trichinopoly	500.. .. .. 59,441.. ..
						Madura	2,31,086.18..
					1786 January	Madras	1,700.. .. ..
						Madura	164,383.23.47. 397,170.5.47.
						Palamcotah	30,000.. .. ..
					Febry	Trichinopoly	300.. .. ..
						Madura	15,068.20.56 45,368.20.56
						Palamcotah	5000.. .. ..
					March	Madras	1,973.4.25. 6973.4.25
						Palamcotah	9,492.12.70.
					April	Madura	
						Madras 37,154.13..	
						Deduct carried to next Kist	32,066.35.44 5087.18.36. 14,579.31.26
			6,00,000				6,00,000 .. ..

1266

Fort St. George 9th May 1788–

1786.				1786			
July. 10.	To Kist due	7,00,000	" "	April	Madras bot. from last Kist		32,066.35.44
				May	Madras	85,362.18. "	
					Trichinopoly	10,000. " "	
					Palamcotah	8,219.. 7..38	103,581.25.38
				June	Madras	75,860.18. "	
					Trichinopoly	10,000. " "	
					Madura	30,000. " "	
					Palamcotah	91,780.33.76	207,641.15.76
				July	Madras	1,01,071.11.20	
					Madura	2643.25.60	
					Palamcotah	91,093.31. "	1,94,808.32 "
				Augt.	Madras	76,000.	
					Madura	1,745.29. "	77,745.29 "
				Sept.	Madura	7,000. " "	
					Trichinopoly	26,000. " "	
					Palamcotah	12,000. " "	45,000 " "
				Oct.	Madras	81,800. "	
					Deduct carried to next Kist	42,644.29.78	39,155.6.2
	P..	7,00,000.. "			P.		7,00,000.. "
Sept. 30.	To Kist due this Day	3,00,000. "	"	Oct.	Madras bot. from last Kist		42,644.29.78
				Nov.	Madras	1,58,000 " "	
					Trichinopoly	7000 " "	
					Madura	6000. " "	1,71,000. " "
				Dec.	Trichinopoly	18,000. " "	
					Madras	70,348.16.10	
					Deduct carried to next Kist	2,493.5.63	68,355.6.2
	P.	3,00,000. " "			P.		3,00,000 " "

Fort St. George 9th May 1788

1787
March 31st. To Kist due at this date accord-
ing to the Arrangement made
28 October 1786 ..... 7,00,000 " "

Dec. Madras brot. } ..... 2493.10.8.
from last Kist }
1787.
Janry Madras ..... 34,480 " "
Tritchinopoly ... 20,000 " "
Palamcotah .... 12,000 " " 66,480 " "
Febry Madras ..... 37,875 " "
Tritchinopoly 40,000 " " 77875 " "
March Madras ..... 25,247 3 " "
Madura .... 5000 " "
Palamcotah 12,000 " " 2,69,473 " "
April Madras ..... 1,34,938 12 " "
Tritchinopoly .. 30,000 " "
Madura ..... 5000 " "
Palamcotah .... 6000 " " 1,75,938 12 " "
May Madras ..... 35,993 " "
Tritchinopoly ... 19,596 " "
Palamcotah ... 7,000 " " 62,589 " "
67,263 " "
June Madras 22,111 28 8
Deduct carried to next Kist } 22,111 28 8 45,161 7 72
Kist ..... }
7,00,000 " "

7,00,000 " "

July 10 To Kist due ..... 6,00,000 " " June Madras brot. from last Kist } 22,111 28 8
Tritchinopoly ... 5,000 " "
Madura ..... 7,000 " "
Palamcotah .... 9,000 " " 43,111 28 8
July Madras 1,95,935 14 50
Tritchinopoly .. 15,900 " " 2,11,835 14 50
Augt Madras 1,57,336 19 10
Tritchinopoly ... 12,000 " "
Palamcotah .... 10,500 " "
Madura ..... 6000 " " 1,85,836 19 10
Sept. Madras 1,02,448 4 49
Tritchinopoly ... 8000 " "
Madura ..... 3000 " " 1,13,448 4 49
Oct. Madras ..... 1570 " "
Tritchinopoly ... 15,000 " "
Palamcotah ... 5200 " "
Madura ..... 3000 " " 24,770 " "

Carried Over 5,79,001 30 37

Carried Over .. 6,00,000 " "

Fort S.t George 9.th May 1788

1787	Brought Over	6,00,000	1787.	Brought Over	5.79.001.30.37.
			Nov.r	Tritchinopoly ...	10,000 .. ..
				Palamcotah ...	5250. .. ..
				Madras	143,486. 2. —
				Deduct carried to next List	142737.32.27.
					5748. 5. 43.
					20,998. 5. 43.
	P.r	6,00,000			6,00,000 .. ..

By the above state it appears, that the Nabobs Payments on Accounts of His Hist for July 1787 were not completed till the Month of November; About that Time there was great reason to apprehend a Rupture with Tippoo, and afterwards with France, which as fully explained in the Remarks upon the 16.th Article of the Committee's Letter, occasioned the unavoidable Delay of the Payment of the remaining Sum of £3,00,000. to the 4.th of April 1788.

1787. Nov.r 30.	To Hist due on Account of his Subsidy to the Company	3,00,000	Nov.r	Madras brot. from Last Hist	142737. 32. 37.
			Dec.r	Madras	83002. .. ..
				Tritchinopoly ...	32000. .. ..
1788				Palamcotah ...	5250. .. .. 120252. .. ..
Janry				Madras	11406. .. ..
				Palamcotah ...	3000. .. ..
				Madura ...	3000. .. .. 17406. .. ..
Febry				Madras	23,266. .. ..
				Deduct carried to next Hist ...	3,661. 32. 37. 19,604. 27. 5.
	P.r	3,00,000			3,00,000 .. ..

1269 Fort St. George 9th May 1788.

1788.					
March 31st	To Hist. due	8,80,000	1788 Feby.	Madras brot. from last Hist.	3,661.32.37.
				Tuticorin	20,000 .. ..
				Palamcotah	3,000 .. ..
				Madura	6000 .. .. 32,661.32.37.
			March	Madras	237,796 .. ..
				Tuticorin	41769 .. ..
				Palamcotah	3000 .. ..
				Madura	6,000 .. .. 288,565 .. ..
			April	Madras	321125 .. ..
				Tuticorin	8733 .. ..
				Palamcotah	3000 .. ..
		6,54,084 32.37.			6,54,084 32.37.

The above shews how groundless the allegations of the Committee are as remarked in the Reply to the 3d Paragraph of their Letter, when they charge this Government with having received 5 Lacks from the Nabob in January and 6 Lacks June.

The Introduction of the Committee to their Remarks upon the Case stated by Government, and sent to Bengal, corresponds with the same disrespectful Strain of Humour, which has marked their late Correspondence to the Government

Fort St George 9th May 1788

Government; and is too contemptible to merit comment. The Arguments that follow appear in general to be equally & undeserving of Notice, & such of them as are of any Weight are replied to in the Answers to the Committee's Letter

The only Part of the Creditors Remarks or the Case which claims any Attention is what they observe upon the 2d Paragraph of that & State, which says, that the 40 Section of the Act of 24 Geo: 3. Chap: 25 has for its Object the Security of the State, the Benefit of the Company, the & Dignity of the Kingdom, and the Defence of the British

1271 Fort St. George 9th May 1788.

British Possessions in
India. To obtain these
Objects it Directs all #
practicable Retrench=
=ments in the Civil
and Military Systems
What then it may be
asked has it to do #
with the Agreement
of June 1785, or the
Treaty of February #
1787, or with what #
Intention was it
introduced? The Letter
of 9th December 1784
was written partly
in Abidence, and #
partly in Furtherance
of this Act, which had
received the Royal #
Assent in the Month
of August of that Year.
And the Instructions
conveyed in that Letter
to conclude Treaties with
the

Fort St. George 9th May 1788

the Nabob and the Rajah of Tanjore, whereby they should contribute jointly with the Company to the Expences of the Peace Establishment and agree that the Aggregate Revenues of the three conföderating Powers, except that should be necessary for the Support of their Civil Governments should be appropriated in time of War to the Expences incurred by it, were in Extension and Furtherance of the Retrenchment of Expence directed by the Clause, for it is clear that every addition of subsidy from them to the Support of the Military Establishment, must operate as a Retrenchment of their Company's Expences, and be a Saving of the Sum they amounted to The Committee in the Remarks upon this Paragraph

Fort St. George 9th May 1788

Paragraph wish to prove by ¶
a Species of Logic particular to
themselves, That an Increase of
Demands upon the Nabob ¶
must be an Encrease of Expence
to the Company, and therefore
diametrically opposite to the
true Intent and Meaning of
the Clause; But while the Company
directed this great Retrenchment
in their own Military Expences
they took care at the same ¶
time to cause a Retrenchment
to be made in those of the ¶
Nabob and the Rajah, by
assuming the Powers of the
Sword, and directing that the
Troops of those Princes which
we found to be a very heavy ¶
Expence and of little Use ¶
should be disbanded the ¶
Saving was common to them
all and the Nabob so far from
being opposed by the Increase

¶

Fort St. George 9th May 1788

of his Proposition was cleared by a Retrenchment of 9 Lacks of Annum But though no Reduction of Expence had been thought necessary, can it be argued that under the 37th Section, the Creditors were entitled to the Establishment of a Fund independent and exclusive of the Rights of the Company, which are expressly provided for by that Clause and obtained in the first Place and in Consideration of these Rights the Defence of the Country is necessarily the first, and if the Violence of the Committee did not hurry them away, they would perceive, that it is an Object of the first Magnitude to themselves and indespensibly necessary to their Security. — The

1275. Fort St. George 9th. May 1788.—

The President will c
close these Observations with
calling the attention of the H
to the
Board following Extracts of
Letters from the Honorable
Court of Directors.—

(signed) Archd. Campbell

Extract of the Company's General Letter of
the 16th February 1787.

Para 60. After the lively sense of gratitude
towards the Company expressed by the H
Creditors in their Letter of the 1st July 1785,
we were much surprized at their urging H.
you to make a dividend amongst them,
which the preferable claims of the Comy
would not allow you to do, and still more
surprized, that after the forcible Minute
delivered in by the Commander in Chief on
the 7th February, they should find an Advocate
for their unreasonable request in one of the
Members of your own Board. We must H
remind them that their real and permanent
interest was consulted by your providing H
against

Fort St. George 9. May 1788

against the fatal consequences of a discontented and Mutinous Army In short, publick necessity amply justified the withholding for a time, the full dividend, which otherwise might have been made amongst the Creditors and your conduct herein is completely warranted by our letter of the 11 April 1785,* wherein we directed that every other consideration should yield to the pay of the Army We have since been advised in a letter from M.r Davidson of the 26.th April last on the 1.st of that Month a Dividend was made of Pagodas 1,50,000 and that a further sum would soon be probably offered them payable in Bengal.—

* See Extract of this Letter subjoined —

61 Although we feel we have reason to complain of the Conduct of the Nabob in being discounted at a Measure of our Government rendered necessary by the exigency of the Moment we have no disposition on that Account to injure their interest or to depart beyond what temporary necessity may dictate. It from the tenor of our Orders of the 9.th Oct.r 1784 In short, so far therefore as you have been obliged to apply to the payment of the Troops

Fort St. George 9th May 1788.

Troops, or any other Publick Service any part of the Nabobs Visti, which under our Orders of the 9th December 1784 ought to have gone to his private Creditors, the Sum so applied must be considered as a payment prematurely made in extinction of the Company's debt due by the Nabob, and therefore in the next Dividend the Company ought to receive no part of the Nabobs instalments till by payments made out of it, to the private Creditors, they are on a par with the Company according to the Arrangement settled by us in our said Orders of the 9th December 1784.

62 Mr. Davidson has expressed his apprehensions that prosecutions may be commenced by the Creditors on Account of their not having received the full dividend, to which they conceived themselves entitled, but we are clearly of Opinion that the Creditors could not legally claim a Dividend in the best of times, until the Nabob had completed the full payment of the 12 Lacks. You are not to understand however that it is our intention you should

Fort St. George 9th May 1788

should never make any Dividend until the end of the Year, on the contrary unless the Publick Exigency shall again compel you to withhold the Same, a Dividend must be periodically made in the proportions directed by our Letter of December 1784.—

63. Upon the Subject of Prosecutions threatened by any of the Nabob's Creditors, We must call your Attention to the terms of our original Orders expressed in the 100th Paragraph of our Letter of the 9th December 1784*. The Creditors of the Nabob had no claim to our interference in their Debts; but we were induced to adopt the measure on the grounds of sound Policy, and substantial Justice, and we have continued to feel those reasons equally forcible, every Moment since those Orders were issued. But those reasons totally cease, if either the Nabob, or our own Government, are to be disturbed by seperate hostile measures pursued by any of the Creditors. If therefore any of them adopt that line of conduct, we direct you to follow the course pointed out in the

* See Copy of this Paragraph subjoined

1279 Fort St. George 9th May 1788—

the 100th Paragraph of our letter of 9th December 1784,
in the case therein mentioned, of any Creditor
refusing to express his acquiescence in the
Arrangements at that time made—

64 Having thus given you our #
Approbation for the Attention you have
shewn to the Superior calls of the Army, #
over every other consideration, we hope, that
from the Plan, which has been adjusted for
the discharge of their Arrears, a similar #
necessity will not occur again; but that
you will be enabled to appropriate the
whole of the Twelve Lacks of Annum, #
received from the Nabob, to the exclusive
discharge of the Nabob's publick and #
private Debts, according to the plan
laid down in our beforementioned letter—

Extract of the Company's General Letter of the 11th #
April 1785. referred to in Paragraph 60th above-
=mentioned

Para 42. We cannot conclude this dispatch
without directing your serious attention to #
the large Sum of Arrears due to the Army;
Every possible exertion must be made to
diminish

Fort St. George 9th May 1788.—

diminish them without delay, and all other considerations must yield to that Object.—
The pay of the Soldier ought never to be in arrear, and while there is a single Pagoda in your Treasury, he must be paid in preference to every other Article of Expenditure

43. We desire strongly to inculcate this as a leading Principle of your Government both at this Moment, and in all future times, and let it be so understood amongst all our Servants Civil and Military, under your Presidency.—

Extract of the Company's General letter dated the 9th of December 1784, referred to in Paragraph 63 Abovementioned—

Para 100. We have laid down these general rules of distribution as appearing to us to be founded on justice, and the relative circumstances of the different debts, and therefore we give our Authority, and protection to them only, on the supposition that those who ask our protection, acquiesce in the condition upon which it is given, and therefore

Fort St. George 9th. May 1788.—

Therefore we expressly order, that if any Creditor of the Nabob, a Servant of the Company, or being under our Protection, shall refuse to express his acquiescence in these Arrangements, he shall not only be excluded from receiving any Share of the Fund under your distribution, but shall be prohibited from taking any seperate measures to recover his debt from the Nabob, it being one great inducement to our adopting the Arrange=ment, that the Nabob shall be relieved from all further disquietude by the importunities of his individual Creditors, and be left at liberty to pursue those measures for the prosperity of his Country, which the embarrassments of his Situation have hitherto deprived him of the means of executing— and we further direct, that if any Creditor shall be found refractory, or disposed to disturb the Arrangement, we have suggested, he shall be dismissed the Service, and sent home to England.—

Letter from His Highness the Nabob Walajah Behauder of Arcot, and the Carnatic &c. &c. &c.

To Major General Sir Archibald Campbell K.B. President Governor and Commander in Chief &c. Fort St. George

My Friend I have perused with great attention

1782. Fort St. George 9th May 1788.—

your Minute of Council of the 16th January 1787. respecting the Treaty for the General Defence, and Security of the Carnatic, your rough Draught of that Treaty, and the Persian Translation of your Replies to the several Articles, Sent for your Consideration, previous to an ultimate Decision on that important Subject.—

Some time ago, I furnished my Friend with an Account of my Revenues for last Year, the Gross Amount of which was Pagodas 22,20,700.—— exclusive of the Jaghires; the Expence of Collection and Charges attending remitting Money to Madras, being deducted Pagodas 2,94,700, leaves the Neat Receipts Pagodas 19,26,000, of which Seaven Lacks of Pagodas was paid into the Treasury according to my Agreement, and the Balance remaining was only Pagodas 3,26,000.— and I have been under the Necessity to distress myself, my Family, and Servants so much that most of my Servants are Seven or eight Months in Arrears,— The above is a just Statement in a very favourable Year, which the last was; the present is quite the Reverse; However as I am willing to meet my Friend's Wishes as far

1283

Fort St. George 9th May 1788.—

...far as in my Power, I have agreed to pay Nine Lacks of Pagodas yearly for my said Proportion, of the Military Peace Establishment of the Carnatic, to commence with the Year 1197 Fuslee, corresponding to the 10th July 1787 in the following Manner Viz.t 2,20,000 Pagodas, which my Friend has taken upon him to procure me annually from Tanjore, on Account of Arrears and the Current Peishcush, and 6,80,000 Pagodas from the Revenues of the Carnatic. But at the same time that I see the Propriety of punctually fulfilling this Engagement; I trust my Friend and the Company will think it reasonable that the Annual Appropriations, which I shall henceforth make my Public and Private Creditors, shall be limited to Ten Lacks of Pagodas, until the whole of my Debts Public and Private, are discharged.—

It has long been my most ardent Wish that a Treaty should take place between me and the Company, and I was made very happy when I understood, that what I had so long wished for, was to be accomplished, through a Person, of so high a Character, and so strongly attached to our mutual

Interests.—

I

1284

Fort St. George 9th May 1788

I conceive that the several Articles of the Treaty which I sent to my Friend are drawn out upon such Principles, as are necessary for the future # # # # # Prosperity of the Publick Affairs, and to # secure all my Sovereign Rights, as they were exercised by the former Soubadars of the Carnatic and by myself, when the Troops for its Defence were under their, and my own Authority; and as his Majesty the King of Great Britain, has repeatedly given me his Royal Word, that all Engagements entered into between me and the Company should be strictly formed, and as # the Company have constantly assured me, that all my Rights shall be fully preserved; I deem it proper that these Matters should be perpetually provided for by Treaty, rather than by Letters or Minutes entered upon the Company's Records, which I have often experienced to have been disapproved, and annulled at the Pleasure of every succeeding Governor.

However as you have assured me that the Company had confined the # President

1285.

Fort St. George 9th May 1788.

President and Council of Fort St. George to
the Formation of a Treaty for a general System
of Defence only for the Carnatic and Coast
of Coromandel in Peace and War. I have &
agreed in the meantime to enter into a Treaty
confined solely to that Object touching
that my Friend will make such Represen-
tations to the Company, as will convince
them of the Justice and Propriety of ordering
such a final Treaty to be concluded with &
me, as will embrace all those essential Points,
upon which I am convinced my future
Welfare and Happiness, and that of my
Family and Subjects depend, and which
will ensure the Continuance of our mutual
Friendship and Attachment uninterruptedly
to the End of Time. —

May your Days be long and happy

What can I say more? —

Chepauck House
3d Ismaildelowel 1202 or
22d February 1788.

Letter

1286 Fort St. George 9th May 1788—

Letter from His Highness the Nabob
Walajah Bahauder of Arcot
and Carnatic &c &c &c
To Major General Sir Archd Campbell KB.
President Governor and Commander in Chief

Fort St. George

My Friend

I have received your Letter of
the 22d February, and thank you for the
Assurances you have therein given me —

I am at all Times ready and
happy to meet the Wishes of my Friends
the Company to the Extent of my Power
especially through a Person of such high
Honour, and who is so firmly attached
to our mutual Interest as my Friend &
You will now have seen the strongest Proof
that I could give of my Friendship and
Candour, in having upon the Assurances #
you gave me of the future Welfare, and
Prosperity of my Government, myself and
my Family, agreed to take the great #

Burden

Fort St. George 9. May 1788

Burden upon myself of paying such very #
large Sums yearly to the Company. I trust
however, that my Friends the Company in
their Justice and Wisdom will clearly see that in
entering into so heavy an Engagement in Compli-
ance with their Wishes, their ancient Friend
the Sovereign of the Carnatic, has subjected
himself, his Country, his Family and Subjects
to the utmost Embarassment and Distress; #
and I have not a Doubt but from the Consi-
deration of my Situation, that they will #
Order an Abatement to be made in the #
Twelve Lacks appropriated to the Creditors,
of which the Company Yearly receive four
Lacks; to the End, that my few remaining
miserable Ryots may not be put to greater
Hardships than what they have already
suffered and are still suffering, and that
the Country may be reflourished

Therefore again request my
Friend will be pleased to represent all this to
the Company by the Berrington; It will
make no material Difference to them
if my Debt is paid off in Ten or Twelve
years, but the Abatment, which I desire, will
ease

1788

Fort St. George 6th May 1788

ease my Subjects, and enable the Country
to re flourish, I shall acquire the Honour
of having fulfilled my Engagements &
and it will add to the Company's good &
Name that I can do so, and that the &
Burden is not too heavy for me to bear.
The flourishing of the Country in future
must, my friend, be the first Object, and
this depends on the Ryots being easy &
and happy. If they are hard prest in
the Collections of the Revenues, the Country
must every Year be more and more ruined
and depopulated.

May your Days be long and happy

What can I say more?

Chipauck House
8th Jamaudelawel 1201 or
27th February 1787

The President proposes that the
following Letter be sent to Bengal with
the foregoing Papers

To the Right Honorable Chas Earl Cornwallis K.G.
Governor General
&c &c &c in Council

Proposed Draft of a
Letter to Bengal, to
accompany the
above Remarks

My Lord & Gentlemen at Fort William

We have the Honour to acquaint
you

1289. Fort St. George 9th May 1788.

you of our having received a Letter, addressed to your Board under a flying Seal, from the Committee for the Nabobs Creditors, namely Mr James Taylor, Paul Benfield, Benjamin Roebuck, George Moubray, and Josias Dupré Boucher, - This Letter conveys Accusations of a serious Nature against the Government of Fort St. George, which if true, would justly render the individual Members of Council, undeserving of future Confidence, and unworthy of the elevated Stations, they have the Honour to fill: -

From the Respect due to your Honble Board, and a desire to give the fullest Scope to all who may have Charges to offer against this Government, we have forwarded the Address by Captain Scott of the Hastings, together with our Remarks on the several Paragraphs, in Reply, which we consider as an ample & Refutation of the very unjust and unqualified Allegation, brought against us, and which we trust will enable your

Lordship

Fort St. George 6th May 1788

ease my Subjects, and enable the Country to re flourish, I shall acquire the Honour of having fulfilled my Engagements # and it will add to the Company's good # Name that I can do so, and that the # Burden is not too heavy for me to bear. The flourishing of the Country in future must, my friend, be the first Object, and this depends on the Ryots being easy # and happy. If they are hard prest in the Collections of the Revenues, the Country must every Year be more and more ruined and depopulated.

Chipauk House
8th January 1788
27th February 1787

May your Days be long and happy
What can I say more?

The President proposes that the following Letter be sent to Bengal with the foregoing Papers

To the Right Honorable Chas Earl Cornwallis K.G.
Governor General
&c &c &c in Council
at
Fort William

My Lord & Gentlemen

We have the Honour to acquaint you

Proper Draft of a Letter to Bengal to accompany the above Remarks

1289. Fort St. George 9th May 1788.

you of our having received a Letter, addressed to your Board under a flying Seal, from the Committee for the Nabobs Creditors, namely — James Taylor, Paul Benfield, Benjamin Roebuck, George Moubray, and Josias Dupré Porcher, — This Letter conveys Accusations of a serious Nature against the Government of Fort St. George, which if true, would justly render the individual Members of Council, undeserving of future Confidence, and unworthy of the elevated Stations, they have the Honour to fill. —

From the Respect due to your Honble Board, and a desire to give the fullest Scope to all who may have Charges to offer against this Government, we have forwarded the Address by Captain Scott of the Hastings, together with our Remarks on the several Paragraphs, in Reply, which we consider as an Ample & Refutation of the very unjust and unqualified Allegation, brought against us, and which we trust will enable your Lordship

Fort St. George 9th May 1788

Lordship and the Supreme Board to determine fully upon the propriety of our Conduct.—

Conscious as We are of having never attempted to act Contrary to the Principles of Justice, or to strike at the Root of the Property of any discription of Men, we can most confidently renounce those Charges, which we conceive to be extremely unjust, and disrespectful to this Government.—

We have the honor to be
&c &c
(signed) Arch.d Campbell
John Holland
J. H. Casamaijor
R.t Maunsell.—

Fort St. George
9th May 1788.—

P. S.

As some Difference of Opinion has arisen upon the Papers brought & forward by the President, an Extract of the Minutes of this Day is forwarded for the information of the Governor General in Council.—

(signed) J. Shawe Secy

1291. Fort St. George 9th May 1788.—

List of the Packet to Bengal

9th May 1788.

No. 1. General Letter of this Date

2. From the Committee of Creditors — 27th April 1788
to the Governor General in Council

3 Presidents Minutes ——— 9th May —

4. Remarks of the Governor in Council on the Letter from the Committee of Creditors to the Govr General in Council ——— 9th May.

5. Extract from the Minutes of Consultation ——— 9th —— Do.

6. List of the Packet

It appearing to Mr. Maunsell proper that the letter from the Creditors be transmitted to the Governor General & Council, without further delay, he does not object to the above letters & Papers being immediately dispatched to them, observing, that he does not think himself competent to express upon the first Reading of Papers of such length, and on a Subject of so much Importance, either Approval or disapproval.— he wishes at present

* Mr. Maunsell's observation upon the foregoing Papers.

Fort St. George 9th May 1788

present only to offer it as his Opinion, that the Gentlemen forming the Committee # should be considered as Acting for the Body of Creditors at large, and not as Company's Servants, at the same time there are some # expressions in their letter, which appear to # M. Macausell as disrespectfull, and # consequently very improper; such Remarks as may occur on a reconsideration of the Papers he shall take the liberty of Communicating hereafter to the Board.—

M. Casamaijor declares to the Board, that he considers the Remarks laid before them by the President, as containing an ample refutation of the Charges brought forward by the Committee of Creditors, # against this Government— he is also of Opinion, that their Address to Bengal might have been drawn up in terms more Moderate, & less disrespectfull, towards the Government, under which they are # placed— Mr. Casamaijor adds, that he does

M. Casamaijor's

1293 Fort St. George 9th May 1788

does not view the Gentlemen of the Committee in the light of Company's Servants, while acting as a Committee in trust for the Creditors.

Mr. Holland as far as he is

Mr. Holland's capable of judging upon the Cursory reading of the Papers now laid before the Board, by the President, concurs in their general purport & reasoning, but differs in what has been said as to the disrespectfull Conduct of the Company's Servants, forming the Committee of Creditors; he considers these Gentlemen as acting under a publick trust, & tho' he admits there are exceptionable points in their letter, he does not think they afford grounds for the whole weight of censure, that has been expressed.—

Ordered that the Draft of the Letter to Bengal be copied fair & dispatched with the above Papers & with Extracts of the Minutes of this day relative to the Letter from the Committee of Creditors.—

The aforementioned Papers, with the Separate Opinions of the Members of the Board, to be sent to Bengal—

Read the following Letter from the Committee of Works.—

To

1294 Fort S.t George 9.th May 1788—

To the Honble. Major General Sir Arch.d Campbell K.B.
Governor en Council
Fort S.t George

Honble Sir,

Having communicated to Messrs. Woolf and Shaw the purport of Your Order, in M.r Secretary Chamier's Letter of the 30.th April, as far as related to them, they have made the representation and offer contained in the accompanying Extract from our Proceedings.—

From the Committee of Works, inclosing fresh Proposals from the Contractors for the Execution of the new Work at Pondamalee—

We beg to submit to your determination this new Proposal, which is above Pagodas 2000 under the former—We think the Work cannot be well executed, on more reasonable Terms.—

We have the honor to be,
&.— &.—

Fort S.t George
3.d May 1788—

(signed) "R.t Maunsell
"J. Capper
"Patrick Ross

Extract

1295 Fort St. George 9th May 1788.

Extract from the Minutes of the Committee of Works
Dated the 3d. May 1788.

Messrs Wood and Shaw attending,
and being made acquainted with the Orders of
Government in respect to their proposal for
the Work to be executed at Poonamallee, they
beg to State to the Committee, that, in consequence
of the Public Advertisement, they considered
themselves at liberty to give in such proposals
as on more particular information, they
deemed adequate to the performance of the
Works they were to undertake - and which
in their Opinion were no more than a
moderate compensation to them, for the
trouble and expence they found they must
necessarily be at in carriage of materials,
and advanced Wages to the Workmen -
The terms of their Contract they find
in many instances, to be below what the
business can be done for, and from not
having yet sufficient experience, they
cannot exactly judge how far they can, at
the

Fort St. George 9th May 1788

the low rates, conduct it with justice to the Company, and due advantage to themselves — but being desirous of doing every thing in their power to merit the Approbation of Government, they will nevertheless with that view, undertake the Works at Bonaud[illegible] at their Contract prices for Small Jobs, that is without the Deduction of 12½ Cent, for should that Deduction be made they must to a certainty be great sufferers, both by these buildings, and that of the Powder Mills —

If this offer meets the approbation of Government, the Contractors hope to be paid one third of the Amount on the Commencement of the Work, one third when it shall be reported half finished, and the Remainder when it is compleated

A true Extract

(signed) J. Balfour

C.C.W.

Minute thereon

Agreed that the Proposal made by Messrs. Woolf & Shaw be accepted, &
that

1297. Fort St. George 9th May 1788.—

That the Committee of Works be desired to direct them to Commence the Buildings ordered without delay.—

Read the following Letter from the Chief Engineer

To the Hble. Major General Sir Archibald Campbell K.B. Commander in Chief President & Governor & Council of Fort St. George

Hble Sir & Sirs

I have been favoured with Mr. Secretary Chamier's Letter under date the 30th April enclosing a Copy of an Address from the Commissary of Stores at Wallajahbad, stating the Inconvenience the publick Artificers, who work in the Commissary's Department have experienced by having been hitherto Sheltered from the Sun by the damaged Shell or a Marquee; and Expressing his hopes, that some place would be given up, or erected for that purpose; at the same time, pointing out the Tile Kiln Shed as vacant

From the Chief Engineer, recommending that a Portion of the work Shed at Wallajahbad be allotted to the Commissary of Stores & stating that the Plat Form required for the Gun Shed will cost 400 Pagodas

Fort St. George 9th May 1788

vacant and fit for the purpose. —

With respect to which it is incumbent on me to remind the Honble Board, that there is at Wallajahbad a very commodious Work shed Two hundred and Sixty feet long covered with Tiles, the property of the Company, a portion of which may be allotted to the Commissary of Stores. — And that although the Tile Shed be not immediately in use, from the Stop put to the publick Buildings, it must always be wanted when Tiles are required for them. Therefore appropriating it to any other purpose will be attended with considerable after Inconvenience, and Expence to the Company, there not being any so convenient by situated good Clay near; and the Space is already so much contracted from the extention of Captain Skippers Garden on one Side, and that lately of Doctor Horsmans on the other, the River

1299 Fort St. George 9th May 1788—

River and Road bounding it on the two
Opposite Sides, that there is scarcely room
now left to dig the Clay clear of the
Kilns & working Ground, and not suffici-
ent Space for erecting other Sheds, should
these be given to the Commissary—

The Platform required for the
Gun Shed at Wallajahbad should be
Two hundred and twenty Six feet long
and Nine broad, and will cost about Four
hundred Pagodas with Joists of Country
Wood— The only delay, that can attend the
Execution, will be in transporting the
Materials wanted from hence, but I
Imagine the whole may be completed
within a Month from the time the
work is put in hand

I am most respectfully.
Y. & Y.
(signed) Patrick Ross
Lt Col. & Chief Engineer

Fort St. George
9th May 1788—

Agreed

1300

Fort St. George 4th May 1788

Minute thereon

Agreed that Colonel Ross be desired to allott to the Commissary of Stores at Walaujaubad a Portion of the Worksheds for the use of the Artificers, & that he be directed to make the Platform for the Gun Shed with as much expedition as possible.

Lady
A&M

Arch.d Campbell
John Holland
Ja.s Abercrombie
R. Maunsell