19 5 4

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

Pmgo 1277
WS 18.7.46

PP 1278 - 1455

Lord
15/2/Web.

1190 Fort St George —

2d

Diary

Received the follo[illegible] letters

To Josiah Webbe Esq.
Secretary at Fort St George

From Bombay — advising of their having accepted — some Drafts upon them by Lieutenant Montgomery — Copy of this Letter Enclosed.

Sir,

I am directed by the Governor in Council to transmit you a copy of a Letter from Lieutenant Montgomery to the Board and to acquaint you that the Bills of — Exchange drawn by him have been accepted.

Bombay Castle
8th April 1795

I have the honor to be
&c &c
Signed John Morris
Secy

The Honorable George Dick Esq.
Governor in Council &c &c &c
Bombay

Honorable Sir,

I have the Honor to enclose a letter from the Right Honorable the Governor of Fort St George to your Honorable Board, announcing the object of my mission to this part of India.

You have also inclosed a letter from your Commercial Resident — Mr Agnew, and a receipt for Company's cash which I have lodged in your treasury at this place,

as

Fort St. George April 1795

the only mode I could divise of remitting it to Bombay
thout subjecting the Honorable Company to the enormous
of 8 Pct. batta and I am in hopes that this mode
rather prove a convenience than otherwise as I
stand your Honorable Board are obliged to remit
sums annually to this place for the supply of the
ment and other contingencies.

Upon my first arrival at Cochin having
been disappointed in procuring Cash for my bills on
Ma[illegible] to answer the demands of my agency I was
neces[illegible]ted to take up Rupees (36,250) thirty six
thousand two hundred and fifty Rupees from Captain
Simpso[illegible] of the Carron payable to Messrs. Bruce Fawcett
&C: at Bombay for the payment of this sum as it will
not be in my power to be there at the time I
expected, and likewise Rupees (20000) twenty thousand
Rupees which Messrs. Rivett Wilkinson and Company
has advanced on my account for the Public Service,
I have this day granted bills at ten days sight upon
your Honorable Board in favour of these Gentlemen
respectively.

I wait here the arrival of about one
hundred horses which I expect daily from Cutch and
mean after dispatching them to the Carnatic to

proceed

as
with
loss
will
understand
large sums
investment

disappointed
Madras
necessaries
Sand
Bom-
Bom-

1792 Fort St George 4 April 1795

2d proceed to the Guzzerat Country via Bombay when I shall take the liberty of addressing your Honorable Board on the subject of the Cash in question and my future destination.

I have the honor to be
&c &c

Calicut
10th March 1795

(Signed) H. C. Montgomery agent
for purchasing horses for the
Madras Government

To the Right Honorable Lord Hobart
Governor in Council

My Lord,

We have the honor to acknowledge
receipt of your Lordships commands of the 2d and 31st
Ultimo 2nd and 10th Instant, and those through Mr Secretary
Jackson under date the 14th Instant.

From Military Board with Lists of Ordnance work and Military Stores they have ordered to be made up shewing the Expence Gunstore Estimates of Repairs, and Report of the State of the Quarters &c at Masulipatam also submitted.

In consequence of the orders you
are pleased to give us, we have forwarded to the Military
Storekeeper an Indent for Military Stores, wanted
immediately to complete the stated proportion for
Fort St George; and to comply with Indents from Out
Garrisons, and have sent also to the Gun Carriage
Contractors an Indent for Articles required for the
public Service, and another for Field Carriages to
complete the stated proportion for Fort St George

duplicates

24

duplicates of which, with the average prices annexed, for Your Lordships information we have herewith the honor to lay before you under numbers 1, 2, and 3— The Military Storekeeper and Contractors are desired to comply with these Indents immediately and to acquaint us of the probable time that they will have it in their power to produce for examination each article fit for the Service and in what proportions— as it is not to be supposed that the whole of any article of which a great quantity is required, can be brought for inspection at any one time.

Respecting the Provisions necessary to be placed in Store at the several Posts in the Western Frontier, we had the honor to give our opinion in our Letter to Your Lordship of the 9th January last— but we shall hope that the articles stated in your letter now before us, to have been directed to be Stored at these Posts may be sufficient at this time— and we beg now to recommend to Your Lordship that the whole of the Pioneer Corps be assembled in the Baramahal for the purpose of dismantling the Forts in that Country, not intended to be occupied by our troops.

Copy of the Chief Engineer's report on the works required in the Guntoor Circar, and of the several Estimates of the expense required to put them

in

2d in a state of repair accompany, and we have also the honor herewith to lay before Your Lordship, copy of the Chief Engineer's report to us on the state of the Quarters and Barracks at Masulipatam, and of the Estimates of the expense of repairs wanting) to the Chief's House now allotted to the Commanding Officer of the Northern Division, and to the Surgeon, and his Assistant's House, and we are of opinion, it will be advisable to adopt what the Chief Engineer recommends relative to the terraced roof Depoy barrack.

A duplicate of the Estimate for building a double and eight single new drains on the new road leading to St Thomas's Mount is forwarded to the Contractors for buildings and Repairs with directions to carry the work into execution without delay.

We have the Honorable

&c &c

Fort St George
22d April 1795

(Signed) John Braithwaite
Henry Malcolm
Thomas Geils
In Richardson
By Close
Wm Gent
Wm Younge
George Hall

List

1195 Fort St George — April 1795

List of Military Stores to be furnished by the Military Storekeeper for the Public service, to complete the stated proportion for Fort St George.

Articles				No	Pos	Fs	C.
Adzes	Brass						
"	Iron	Coopers		3	2	34	10
Anvils	D°	Carpenters		18	11	10	40
Augurs	Carpenters			13	96	11	.
Axes	Broad			65	32	21	.
"	Filling			233	81	16	9
"	Hand			611	182	24	65
"	Pick			1818	267	7	48
Blocks	Gin with Sheaves			2036	952	38	54
"	Wooden, purchase of Sizes		Sets	2/2	51	16	10
Bags	Gunny for Shot and Shells			30	15	"	"
"	" for Ammunition Barrels			781	107	10	33
"	" for Sand Large			311	77	15	76
"	Dungree for D° Small			12,120	310	24	12
Band-Rolls or Canipcolors				40394	2022	4	31
Basket	Rattan			181	36	26	40
Bellows	Forge	Country		66/4	143	"	48
Belts	Bayonet	D°	Pers	119	14	36	60
"	Pouch	D°	Musket	16915	1843	22	33
Bettilas			D°	6342	443	39	38
Black	Lamp		Pr	21	15	31	40
Blue	Prussian		H	50	12	21	"
Board	Mealing		M	24	64	30	.
"	or Block & Rolling			6	1	21	"
"	Sheathing			12	3	"	"
Borax				49	14	29	32
			M	124¾	9	41	13

Carried over Pagodas

1196 Fort St. George — April 1795

(24) Articles						No.	Pr.	f	C.
					Brought forward Pags.				
Boxes			Carbine Cartridges	Belly Double		1529	323	26	65
"			Tube of Tin		4 Pr.	3	"	25	79
Braces			Drum		Sett	333	33	12	48
Brushes			Painting	Hair		14	3	21	"
Buckets			Leather	Gun		369	98	40	63
"			Wooden with	Ears		100	100	"	"
Buntin			pieces	Blue		29	137	31	60
"			"	Red		23	115	"	"
"			"	White		26	110	21	"
Camphor					M	100	32	"	"
Canvas			Europe		Bolts	151	1132	21	"
Cases	Fife		Brass	Country		60	67	21	"
Chalk					M	1874	2	33	10
Carriages for Laboratory Chests						6	405	9	"
Carts			Artificers			6	60a	25	40
Chests	Laboratory		Field		6				
"			Garreson		40				
Cloth	Brown		Long. of 70	Covids	pr.	16	306	36	"
"	White		B. of 70	D.	D.	84	210	"	"
"	Waxed		of 18	D.	D.	176½	485	15	60
Cloths	Powder					1372	1538	25	16
Coal	Charred					10	140	25	"
Coir	Small for Wadds				Bundles	455	43	14	"
Collars			Bullock		Candies	22.17.15	251	28	45
Cords			Drum			463	24	12	73
Crows			Iron			1149	91	38	51
Dammier						59	52	35	70
Drivers			Brass Coopers		M	2189	54	30	36
Emmery						1	"	31	40
Ffses			Iron		M	100	6	"	"
Fifes of Sorts						92	3	31	7
Files						100	23	25	20
Funnels			Copper			517	80	32	65
Glasses			Perspective			20	7	16	"
Glue						10	60	"	"
Gouges			Carpenters		M	250	18	29	75
Grease						18	2	15	"
Gunny					Barrels	2	24	"	"
Hammers			Hand		Pieces	2417	350	19	42
						25	12	31	"
					Carried forward Pagodas		13769	6	37

1197 Fort St George — April 1795

(24)
Articles

				N°	P°	₹	C
			Brought forward Pagodas		13769	6	37
Hammers	Sledge			58	58	"	"
Handspikes	Gin			25	18	31	40
Haversacks	Leather			234	58	21	"
Heads	Drum			407	9	29	.
Helves	Spare for axes.	Broad		597	32	38	4
"	"	"	Pick	1369	75	19	19
"	"	for	Mamatties	635	7	39	30
Hooks	Bill			369	60	3	77
Hoops	Drum	Iron		318	19	32	30
"	"		Flesh	293	8	33	14
"	"		Lining	281	14	2	8
Indigo				244	10	15	43
Iron	Bars	Bolt		118	79	21	.
"	"		Flat	173	190	"	"
"	"		Square	64	38	"	"
"	Bundles	Rod		10	15	15	.
Iron	Becks			102	561	"	"
Knapsacks	Dungree			500	54	2	.
Knives	Laboratory			80	5	"	"
Ladles	Copper			69	69	"	"
"	"		6 Pr.	3	2	10	40
"	Iron	Dipping	4	11	1	19	70
"	"		Melting	21	14	15	60
Ladders	Common			4	23	"	"
Lanthorns	Muscovy			6	6	31	40
Lead				115	490	36	60
"	for Painting	Red	Pigs	3	80	"	"
"	"	White	Sheets	21	"	35	22
Leather	Tanned	Hides	European	42	196	"	"
"	"	"	Country	10	39	13	52
Line	Skains	"	Hambro	444	111	"	"
"	"	"	Hand	110	55	"	"
"	"	Pad with	Log	68	34	"	"
Locks	"		Hay	533	133	10	40
				278	75	12	70
			Carried forward Pagodas		16348	33	66

1198 Fort St George 24th April 1795

Articles				Nos	Pos	Fs	Cs
		Brought forward Pagodas			16348	33	66
Mullets	Park			6	1	21	"
Monnaties with	Helves			2596	473	32	27
Match	Cotton		Lbs	673	188	"	"
"	Country			3385	130	32	65
Measures	Copper Powder	Large	Sets	16	66	12	"
"	" "	Small	D°	18	55	39	"
Nails	Iron of sorts		M	179	8	21	8
Needles	Sail			756	7	38	51
"	Sewing			3445	6	19	23
Oil	Coconut		Galls	219	68	18	30
"	Linseed		D°	176	176	"	"
Palms	Steel			12	"	12	70
Paper	Musket Cartridge	Country	Qrs	4395	230	30	78
Pincers	Tube		Prs	24	3	"	"
Paint	Black		M	106	35	14	"
"	Blue		M	3/4	"	3	40
"	Red		M	75	12	21	"
"	White		M	530	88	14	"
Plates	Screw with Taps			109	109	"	"
Pouches	Musket Cartridge	Country		14724	6162	7	9
Pouches	Artillery	D°		555	163	37	48
"	Priming	D°		351	70	8	32
Rasps	Wood and Fuze			30	3	21	"
Rope	Country	Coils	5 Inch	48	267	14	35
"	"	"	1/2	372	272	36	60
"	Europe	"	5 Inch	4/2	130	21	"
"	"	"	4/2 "	33/4	87	31	40
"	"	"	4 "	8	153	"	"
"	"	"	3/2 "	13/4	180	"	"
"	"	"	3 "	13	144	"	"
"	"	"	2/2 "	11	72	"	"
"	"	"	2 "	14	63	"	"
"	"	"	1/2 "	26	90	"	"
"	"	"	Rattline	21/2	27	"	"
		Carried forward Pagodas			25903	41	42

1199 (24) Fort St George — April 1795

Articles			Nos	Pos	f	C
Brought forward Pagodas					25903	41 42
Rope	Tent	White	Sh	505	120	" "
Rosin			℔	43	2	24 29
Rubber	files			10	5	" "
Sal armoniac			℔	50	9	21 "
Saws	Cross cut			24	90	" "
"	Fuzee			29	29	" "
"	Hand			4	4	" "
"	Pitt			3	3	" "
"	Whip			8	36	" "
Scabbards	Bayonet	Musket		22930	1060	21 42
"	"	Fuzee		5200	240	21 "
"	Sword for Cavalry			63	30	16 64
"	" for Serjeants			62	7	31 40
Scales	Gunners. two feet			16	5	30 "
"	and Weights. Copper. large		Sets	6	120	" "
"	" small		D°	36	360	" "
Seive	Blister		Bars	144	73	12 "
Scissors			prs	275	17	7 70
Screws	for Woodwork		Dozn	222	1	36 60
Shells	Tinmen's		prs	7	3	21 "
Shirts	Coconut		N.	10000	7	6 "
Sling	Woodew			50	25	" "
Solder	Leather for Muskets			8395	335	33 48
Sticks	Copper		M.	242½	42	8 15
Stones	Drum		prs	628	53	15 77
"	Grinding			11	8	10 40
Tables	Turnkey Oil			6	4	21 "
"	Laboratory Forming			5	22	21 "
"	" Mealing			2	16	" "
Tacks	" Rolling			5	40	" "
"	Copper		℔	337½	136	25 40
Tape	Spunge		℔	261	87	" "
Tar	Tent		℔	560	44	33 48
"	Common		Barrl	73	529	10 40
	Coal			10	150	" "
Carried forward Pagodas					29646	9 15

1200 D. Fort St George April 1795

Articles (24)				N°	P	f	C
		Brought forward Pagodas			29646	9	15
Tar and Grease			Kegs.	160	220	-	-
Tarpaulins	Magazine	Large		117	1550	10	40
"	"	Small		99	841	21	-
"	Tumbril			71	235	7	70
"	Limber		6 Par.	42	21	"	"
Thread	Cotton		℔	514½	102	37	64
Tin plates	Double		N°	667	66	29	32
Tools	Miners		Chests	11	239	10	40
Traces	Chain	Gun & Field	4 Par.	3	18	40	70
"	"	Howitzer	5 p. In.	4	43	25	-
"	"	for Laboratory	Chests	6	48	31	40
"	"	Card Artificers		6	80	36	60
"	"	" Mortar		6	70	21	36
"	"	Transporting Carriages		9	315	5	50
Twine	Gunny		℔	200	5	"	"
Tubes	Copper	Empty	6 Par.	14765	107	"	8
"	"	"	4	1770	11	15	72
Turnscrews	Musket			12565	125	27	24
Vices	Armorers	Bench		86	99	34	40
"	"	Hand		92	46	"	"
"	"	Standing		6	42	"	"
"	Coopers	Brass		32	3	4	70
Wax	Bees		℔	253	50	25	16
Yokes	Quadrup	Pole		135	270	"	"
"	"	Trace		839	1767	37	40

Total Amount Pagodas ... 36029 12 67

(signed) J. Brodie
Jury Mily Board

An

1201 (24) Fort St George 1st April 1795

An Account of Ordnance Carriages, wanting to complete the Stated proportion for Fort St George, as Grand depot, with the amounts of their Value, annexed.

Carriages, with Limbers, Heavy Field Guns					
6	24 Pdr	at 300	" "	each	1800 " "
Carriages, with Limbers and Boxes, Light Field Guns					
1	18 Pdrs	Common at			
2	12 Pdrs	do	at 180	" " each	290 " "
22	6 Pdr	do	at 170	" " each	360 " "
12	6 Pdr	Cavalry at	170	" " each	3740 " "
Carriages, with Limbers and Boxes, Light Howitzer					2040 " "
2	5½ Inch		at 153	" " each	306 " "
52	Tumbrils Ammunition	Common at	153 Pag	each	7956 " "
12	Do	Do	Cavalry at	120 " each	1440 " "
Limbers, with Boxes, for Heavy Field Carriages					
8	18 Pdrs		at 145 P C 6.30 P N 6		1161 9 "
9	12 Pdrs		at 117 " 3 15		1053 28 55
Limbers, with Boxes for Light Field Carriages Gun					
1	6 Pdr		at		112 12 5
1	8 Inch Howitzer Limber with Box at				140 " "
				Total Pagodas	20399 7 60

Signed J Brodie
Secy Mily Board

Indent

1202 Fort St George 24th April 1795

Indent upon the Gun Carriage Contractors for the following Articles required for the Public Service.

Articles				N°	£	f	C.
Axletrees	Iron			23	241	6	50
"	Wooden			13	81	10	40
Barrows	Wheel			25	13	37	40
Blinds	Gun		32 Par	8	116	"	"
"	"		24 "	6	87	"	"
"	"		18 "	3	43	21	"
Blocks	Large			3	7	15	"
"	Forelock			2	20	"	"
Carriages	Transporting	Large		4	552	"	"
"	"	Small		4	552	"	"
Carts	Mortar			6	720	"	"
Coins	Gun		Upper	109	22	2	40
"	"		Under	133	79	7	"
"	Mortar	13 Inch	Upper	17	12	31	40
"	"	10 "	Upper	17	10	39	"
"	"	" "	Under	18	2	37	40
"	"	8 Inch	Upper	31	13	12	"
"	"	" "	Under	21	2	10	40
"	"	5 1/2 Inch	Upper	62	11	3	"
"	"	" "	Under	60	3	24	"
Frontlets	Iron		24 Par	17	51	"	"
"	"		18 "	28	34	"	"
"			12 "	28	84	"	"
Gins	Complete			9	540	"	"
Handspikes	Purchasing			992	262	7	16
Lintstocks with Cocks				370	158	24	"
Mantelets				6	451	19	40
Pins	Yoke			650	11	6	"

Carried forward Pagodas 4234 20 26.

1203 Fort St George 11 April 1795

(24)

Articles			Nr	Ps	C
		Brought forward Pagodas	4234	20	26
Platforms	Gun		109	9101	21 "
"	Mortar		40	3680	" "
Prickers	Musket		12,564	17	39 67
Punches	Shell		16	"	20 "
"	Tube		97	2	37 20
Reels	Camp		46	11	10 70
Spikes	Gun	Round	103	1	15 54
"	"	Ragged	153	2	1 54
"	"	Spring	37	1	10 72
Stocks	Portfire		140	11	25 16
Staves	Spunge		744	217	37 16
Target	Frames	Gun	2	13	38 "
"	"	Musket	64	65	22 "
Traces	Chain	Gun 18 Pr	1	25	13 50
"	"	" 6	39	285	12 60
"	"	Tumbril	79	698	22 50
Worms	Musket		6558	65	24 28
Yokes	Common	Pole	267	333	31 40
"	"	Trace	1645	1850	2620

Total Amount Pagodas ... 20621 11 3

(Signed) J. Brodie

Secy Mily Board

In

1204

Fort St George — April 1795

24

In consequence of Lieutenant Colonel Wynch's representation to Government of repairs required to the buildings in the Guntoor Circar. The Chief Engineer has the honor to report the state of them to the Board.

At Guntoor the Depoy Barracks built only of Mud and thatch are in such a ruinous State as not to be worth repair, He therefore recommends that a permanent Barrack be built for 4 Company's Depoys.

The Store houses are represented by Captain Johnston as old Malabar buildings private property and by no means safe for the Stores and being Yearly in want of repairs recommends a new Store Room to be built as also a small Magazine and a Shed for two — Brigade of Guns.

The Chief Engineer therefore begs to recommend that a permanent Store Room be built at — Guntoor, which will cost but a little more than half the sum that stands charged in the Paymaster's Book in the year 1793, for repairs to the Magazines and Store Rooms. —

At Innacondah the Depoy Barrack is an old Malabar building in a very ruinous state, the — floor two feet below the level of the Country which is under water during the rains and as the building will not admit of the floor being raised. He recommends that a permanent Barrack be built there the same

as

1205 Fort St George April 1795

24 as proposed for Guntoor.

The Gun shed and Store rooms in the lower Fort are gone to ruin, and the Guns and Tum exposed to the weather some small repairs are requ to Magazines and Store rooms on the Hill.

He begs to remark that as there a good Store room on the Hill he think there is no necessity for one in the lower Fort and that few places are so deficient in bieldings but that cover can be fou for a Brigade of Guns.

There are some parts of the Rampart and Retaining walls near the Gate of the lower Fort of Innacondah requires repairs and about 30 feet of the Rampart on the Hill the expence will be but trifling but no Estimate has been transmitted.—

At Belamcondah the Commanding Officers house is represented in a very ruinous state the roof of walls gone to decay and the former supported by props it is absolutely necessary that it should be rebuil the Doors and Windows and many of the Material of the Roof will serve again.

I have the honor to lay before the Board the following Estimate of buildings and repairs required

1206 Fort St George 11 April 1795

24

required in the Guntoor Circar.

At Guntoor

	Ps	fs	Ch.
A Sepoy Barrack for 5 Company Native Infantry	397.	33.	60
Store Room 12 by 20 feet	159.	11.	20

At Innacondah

A Sepoy Barrack for 5 Company Native Infantry	397.	33.	60
Repairs to the Magazine and Store Room on the Rock	50.	18.	40

At Ballamcondah

Rebuilding the Commanding Officers House	412.	26.	29
Repairing Sepoy Barracks	30	"	"
Pagodas	1047.	33.	49

19th March 1795

Signed W. Gent

a true Copy

Signed J. Brodie
Secy Mily Board

The Chief Engineer has the honor to report to the Board on the papers referred to him at the last meeting relative to the Quarters and Barracks at Masulipatam that the following buildings are none under repair Vizt

Engineers House
Officers Quarters
Soldiers Barracks
Terraced roof Sepoy Barracks
Tyled roof Sepoy Barracks
Arsenal
Artillery Sheds
Hospital

1207

2h

Fort St George — April 1795

Hospital
Magazines
Arrack Godown
Sea Gate Guard House and Godowns
Water Cistern at the New Cavalier
Guard Rooms
Large French Water Cistern and Godown

The Chiefs House, Head Surgeon's House, and Assistant Surgeons House, heretofore considered as Civil buildings, being now by the late arrangement, Military buildings — He has the honor to lay before the Board — Estimates for the repairs of them.

He considers the European Barrack as sufficient for the present effective Strength of the 74th Regt but as more Barrack will be requered when the Regiment complete. He begs to recommend the terraced Roof of the Spy Barrack be fitted up for their accommodation.

9th April 1795.

(signed) W. Gent

List

1208

(24)

Fort St George — April 1795

List of the Packet

			Dates
No —	1	List of Military Stores to be furnished by the Military Store Keeper, for the Publick Service to complete the stated proportion for Fort St George	
	2	An account of ordnance Carriages wanting to complete the stated proportion for Fort St George with the amount of their value annexed.	
	3	Indent on the Gun Carriage Contractors for sundry articles required for the Public Service	
	4	Minute of the Chief Engineer with Estimates for the Guntoor Circar — — — — — — — — — —	19th March 1795
Lodged in the Office	5	Estimate for building a Sepoy Barrack at Guntoor	
	6	Do. for building a Store Room at Guntoor — — — — — — — —	
	7	Do. for repairs wanting to the Sepoy Barrack at Innacondah.	
	8	Do. for repairs wanting to the Magazine and Store Room on the Hill at Innacondah, and rebuilding the Commanding Officers Quarters at Balamcondah.	
	9	Minute of the Chief Engineer — — — — — — — — — —	9th April "
Ditto	10	Estimate of Repairs wanting to the Chief's House at Masulipatam	
Ditto	11	Do. to the Surgeon's Quarter at Masulipatam	
	12	Do. to the Assistant Surgeon's Quarter at Masulipatam —	

Fort St George
24th April 1795

Signed J. Brodie
Secy Mily Board.

1209 Fort St George - April 1795

No 24

To William Collins Jackson Esq.

Military Secretary to Government.

&c &c

Sir,

Peace being finally concluded between the Nizam and Mahrattas, I have to request you will make known to the Right Honorable Lord Hobart that there are very great prospects of getting Horses in large Numbers on the return of the Nizam's Court to Hydrabad, and that the party of Troopers attached to my Department will be very inadequate to the care and Escorting of them to the Carnatic. I am therefore induced to hope. His Lordship will be — pleased to order an addition of one Jemedar, Two Havildars, Two Naigues, and Thirty Troopers, with a Farrier to join with as little delay as possible. if I may presume to point out a man in this line, in preference to another, I would wish Emmom Khan of the 5th Regiment of Native Cavalry, as he is skilled in Farriery and in every respect qualified for this service.

From Lieutenant Forbes requesting his party of Troopers may be increased and leave to draw Bills on Bengal and Bombay.

Be pleased also to communicate to His Lordship, that if permission is not granted me to draw Bills on the Governments of Bengal and Bombay. that the loss to the Madras Government will be very considerable, as the Soukars or Banker's take a —

premium

1210

Fort St George — 2d April 1795

2d premium in their own favour of six p.Cent even at this — period when there is little or no call for money, and it is more than probable they will raise their demands when there is: — whereas at times they give a premium in — favour of the Drafts on Bengal, of one, two and three p.Cent.

I have the honor to be
&c. &c. &c.
(Signed) G Forbes Lieutenant &
Agent for the Purchase of
Horses Hydrabad

Hydrabad
April 12th 1795

" Received the undermentioned letters —

Entered in M.B. Nos 125-126-127-128-129-130-131-132 —

133-134-135:-

From Persian Translator at Bengal —
From Mr Edmonstone forwarding a letter from the Governor General to the Nabob. —

From acting Commissary General of
From Mr Thornton Grains and Provisions — enclosing his Estimates for May.

From Collector in the Guntoor Circar — on
From Mr Rous the subject of the Price of Grains — sends a Statement thereof since his arrival

From Commandant of the Nizam's —
From Major Roberts detachments — with Copies of his Correspondence.

From Military Auditor General —
From Colonel Malcolm reporting that Mr Strange has refunded the sum of
F. C.
Pagodas 1322. 16-26. being the Balance of Retranchments on the audit of his accounts while Paymaster and Commissary of

1211 Fort St George — April 1795

24th of Grain and Provisions at Tanjore

From Agent for Horses at Hydrabad. From Lieutenant Forbes — proposing to purchase the Ten Mares for Lieutenant Evans on the return of the Nizam's Court to Hydrabad, instead of waiting till November for the Malagong Fair.

From Captain Fergusson. From Captain E. Fergusson — again — requesting that his Bill for Off Reckonings may be passed.

From Major Dunwoody. From Major Dunwoody — expressing — " Concern at the Board's Reproof lately conveyed to him — shall shortly send a Copy of his letter of the 24th Ultimo which appears to have miscarried. —

From Ditto. From Ditto — reporting his operations before Veregottam

From Ditto. From Ditto — on the same subject

From Ditto. From Ditto — reports that Veregottam has been Evacuated and taken possession of. —

" Despatched the Undermentioned letters Entered in M B. Nos 136-137-138-139-140-141-142-143-144-145-146.

To Mr Shardon. To acting Commissary General of Grain and Provisions — his opinion upon the Reports of the State of the Grain at Vellore, Arnee, and Amboor — Lieutenant Monteith to provide the 13½ Garce of Grain and the — " Bullock Bags as proposed.

To Major Gowdie. To Commandant at Madura — — " directing him to furnish Mr Vaughan with a Return of

2d

of the Troops under his Command.

To Captain R. Bell - transmitting -

To Captain Bell

Copy of a Letter from the Military Auditor General, and -

acquainting him that his Charge for repair of Tents

and platform Carts will be admitted if he make oath to

their actual Cost.

To Commander of the army - Colonel -

To Colonel Braithwaite

Nixon - permitted to come occasionally to the Presidency,

without obtaining leave each time.

To Messrs. Porcher and Hayes - the

To Messrs Porcher and Hayes

orders of the 17th November 1792 precluding the Board from -

admitting the claims lately preferred by them.

To Commanders of the Queen, Skeles

To Commanders of the Indiamen

Rockingham and Melville Castle - with Lists of Charter -

party passengers for England.

To Ditto - ordering them, on making

To Ditto

the Island of St Helena, to keep in the Offing, until the

Boat that may be sent on shore, return to the Ship.

To Ditto - of the Rockingham -

To Ditto of the Rockingham

with orders to receive on board John Edge, as a Charter party

passenger.

To Commandants at Vellore - with

To Colonel Collins

orders for inspecting the Firewood in store there, and the

Biscuit, Chatties, &c. at Amboor.

To

Fort St George — April 1795

24

To Wm G. Wilson

To Military Storekeeper at Vizagapatam — with Invoice of Tents delivered there.

To Major Fraser

To Commandant at Walajabad — with orders to deliver up to the Collector in the Jaghire the three men confined there on suspecion of Robbery.

27

Despatched the undermentioned letters Entered in MB. Nos 147 — 148 — 149 — 150 — 151 — 152 — 153 — 154 — 155 — 156 — 157.

To W. Sharden

To Acting Commissary General of Grain and Provisions — directing that the whole of the Grain in Store at Masulipatam be sold to the best advantage —

To Mons. Haubert

To Mons. Haubert — prolonging his leave to reside at Madras for six Months.

To Colonel Malcolm

To Military auditor General — notifying the allowances granted to the Engineer at Masulipatam, and the admission of Captain Kenny's charge for building Barracks for the 35th Battalion at Trichinopoly — the Commandant and Conductor at Dindigul to draw House Rent.

To Military Board

To Military Board — stating the establishment for the Engineer at Masulipatam — the Bill for ordnance work passed — the Contractor allowed 4½ per Cent for transporting the army Clothing

To Ditto

To Ditto — transmitting List of the Stores sent on board the Anna at Nagore and lately landed

at

1214

Fort St George — April 1795

12
27 at Calcutta — Claim of Lieutenant Friend for the Rent of a — Godown for the Regimental Stores of the 2d Battalion of Artillery, referred.

To Commander of the army — directing him to augment the party of Troopers attached to the Agent for purchasing horses at Hydrabad: —

To Colonel Brathwaite

To Lieutenant Forbes — notifying the foregoing — and directing him to communicate with Lieutenant Evans on the subject of the Mares required by him.

To Lieutenant Forbes

To Captain Doveton — permitting him to communicate to Tippoo Sultaun any interesting — intelligence from Europe.

To Captain Doveton

To Postmaster General — transmitting Copy of a Letter from the Deputy Stationed at Hydrabad, for his Guidance

To Mr. H. Jones.

To Commandant at Secunder Malley — the usual House Rent will be allowed the officers of the 52d. Regiment

To Captain Monson

To Dills at Trichinopoly Captain Henry's Bill for the Barracks built by him, passed — the Commandant and Conductor at Dindigul to draw House rent — Colonel Cuppage's request inadmissible

To Colonel Floyd

11
28 Received the following letter

The

1213

Fort St George — April 1795

11
24

To Wm G. Wilson

To Military Storekeeper at Vizagapatam — with Invoice of Tents delivered there.

To Major Fraser

To Commandant at Walajabad — with orders to deliver up to the Collector in the Jaghire the three men confined there on suspecion of Robbery.

11
27

Despatched the undermentioned letters Entered in MB. Nos 147 — 148 — 149 — 150 — 151 — 152 — 153 — 154 — 155 — 156 — 157.

To W. Thornton

To acting Commissary General of Grains and Provisions — directing that the whole of the Grain in Store at Masulipatam be sold to the best advantage —

To Mons. Haubert

To Mons. Haubert — prolonging his leave to reside at Madras for six Months.

To Colonel Malcolm

To Military auditor General — notifying the allowances granted to the Engineer at Masulipatam, and the admission of Captain Henry's charge for building Barracks for the 35th Battalion at Trichinopoly — the Commandant and Conductor at Dindigul to draw House Rent.

To Military Board

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Fort St George — April 1795

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To Commander of the army — directing
him to augment the party of Troopers attached to the Agent
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Evans on the subject of the Mares required by him.

To Captain Doveton — permitting
him to communicate to Tippoo Sultaun any interesting —
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Copy of a letter from the Deputy Stationed at Hydrabad, for his
Guidance.

To Commandant at Secunder Malley —
the usual House Rent will be allowed the officers of the 52d.
Regiment

To Ditto at Trichinopoly — Captain
Henry's Bill for the Barracks built by him, passed — the
Commandant and Conductor at Dindigul to draw House
rent — Colonel Cuppage's request inadmissible

To Lieut. Friend

To Lieutenant Forbes

To Capt. Doveton

To Mr. W. Jones

To Captain Monson

To Colonel Floyd

11
28 Received the following letter

The

1215 Fort St George — 9 April 1795

11
28

The Right Honorable Lord Hobart

President and Governor in Council

of Fort St George

My Lord,

Having thought it necessary to furnish Mr. Vaughan Paymaster at Madura and Major Gowdie the Commanding Officer there, with copies of my communication to Your Lordship of the 14th Instant I have received the answers from those Gentlemen copies whereof and of their enclosures are herewith laid before your Lordship. Mr. Vaughans being marked No1 and Major Gowdie's No2, but as the latter has requested that attention might be paid to the manner in which the Bill for Barrack articles of which he had taken a copy is folded up it becomes necessary also to lay it before you in the exact form it has been transmitted to me and therefore it goes inclosed together with the original Voucher for the corresponding Month which accompanied Mr. Vaughan's Accounts Disbursements and which like all others of the same description falls to be audited only for the sum supported by the Commanding Officers countersignature.

I have to add for your Lordships further information that the Letter of the Barrack Master sent as an inclosure by Mr. Vaughan relates solely to the

From Military — Auditor General — submitting two — Letters from Major Gowdie and Mr. Vaughan, on the subject of the additions made to the Barrack Charges at Madura — his Observations on the occasion.

Fort St George — April 1795

28th the old System and the rates and does not appear to have any particular connection with the question at issue between Mr Vaughan and Major Gowdie; but that both under the old System of accounts and the new the Commanding Officers — countersignature to the Bills for articles supplied under the — Barrack Regulations has been accounted the necessary —, Voucher whether such articles fell to be charged for by the Barrack Master or the Paymaster.

I have to observe further that a Mr Vaughan does not appear to be correct in his Letter of the 31st December 1794 to Major Gowdie stating "It was not until the middle of this month that I knew the Commanding Officers signature was necessary as appears" by the date of Colonel Malcolms retrenchment" because the Retrenchment was dispatched the 18th December 1793 and the Readit on the 11th October 1794 which brings the date of his being acquainted on the subject through the channel of Readit to a period prior to the middle of December 1794 even were the General orders of 25th January 1788 considered inapplicable; the Barrack Regulations of September 1786 were passed in Council but were not I believe published in General orders.

It becomes necessary to add on this matter generally that the subject matter of the Charges retrenched upon

1217 Fort St George — 28th April 1795

upon forwant of the Countersignature of the Commanding Officer is not objectionable under the Barrack Regulations.

Military Auditor Generals Office
Fort St George 28th April 1795

I have the honor to be
&c &c

(Signed) Henry Malcolm
Mily Auditor General

Copy of a Letter from Mr Hugh Vaughan Paymaster, to — Colonel Henry Malcolm Military auditor General dated — Madura 20th April 1795.

Sir,

I have received your Letter of the 14th April with its inclosures: my Barrack accounts have been forwarded from hence in one uniform manner from the time of my first paying the Barrack master south of the Coleroon and the Charges are made at the same rate and proportion as Charged by him Copy of his letter to me at that time I enclose and conceived it to be my best guide.

I have enquired from the Office servants (since I have been called on for the Commanding Officers — signature) the reason why they carried apart of the — Barrack accounts to the Commanding Officer their explanation is that they thought the Commanding Officer was only to sign that part of the charge for which he previously signed the Chits of Individuals.

I have the honor to be
&c &c

(Signed) H. Vaughan
Paymaster

Copy

12/2 Fort St George — April 1795

28

Copy of a Letter from Captain Alexander Dyce to Mr. Hugh Vaughan dated Trichinopoly 26th May 1795.

Dear Sir,

I have the pleasure to transmit you my accounts for the Garrison of Dindigul up to the 1st Instant.

As you are in some measure — unacquainted with the nature of my Office, it may be proper to mention, that the Barrack masters Accounts are seperately audited, without the smallest Reference to the several Paymasters; and that I communicate directly with the Controller General on all matters regarding my Charges. This Explanation I trust is fully Satisfactory to you; but it may not be amiss to add, that the rates, and every article in my accounts for Dindigul, are exactly proportioned to those that have been admitted for three years past in all the Garrisons in — my Department.

If you can conveniently give me an order for the account, on Madras, or Trichinopoly, I should be greatly obliged to you. but in case you cannot — I should then esteem it a particular favor if you will direct my demand be paid in Pagodas as the Sumans

1219 Fort St George 28th April 1795

of Madura, are not Current in this place.

Sam.l & Wm.s &c.s

(Signed) C Dyce

a true Copy

(Signed) H. Vaughan

True Copies

(Signed) Pat.k Bruce

Aff.t to Mil.y Gen.l

Copy of a Letter from Major Francis Gowdie Commanding at Madura to Colonel Malcolm Military Secretary to General. Dated Madura 21 April 1795.

Sir,

I have received your letter bearing date the 15th Instant accompanying a Copy of a letter from you addressed to the Right Honorable Lord Hobart. I beg leave to call your attention to the following Circumstances the 31 of December last Mr. Vaughan sent for my signature the Barrack account for December, but as he had omitted sending those for the Months of October and November, I wrote him a note requesting he would send them, with the December one, and I would sign them

12.20

Fort St George — April 1795

28th them altogether the Papers — marked No 2. is Mr — 1
Vaughans answer and accompanying it Come Your
Retrenchment which on looking over I was surprised
to see the Barrack account Charged ten times more
than I had ever put my Signature for. I thought it —
necessary to take an exact Copy of the December Barrack
account which I now likewise enclose you and Crave
your attention to the Method In which it is folded up.
The Paper marked No 1 is No 1 is Mr Vaughans note to me
with the September Barrack account.

I am &c &c

(Signed) Francis Gowdie Major
Commanding Madura

Copy of the Paper Marked No 2. referred to in Major Gowdie's
Letter of the 21st April 1795 — Major Gowdie
Commanding Madura

Sir,

The preceding months Barrack accounts
have been sent to Madras it was not till the Middle of
this month that I know the Commanding Officers signature
was necessary as appears by the date of Colonel Malcolm —
Retrenchment on my account which I send for your information.

I have the honor to be
&c &c

Madura
31 December 1794

(Signed) H Vaughan Paymaster

N.B. A mistake is one of the figuers of the Bullock Indent I have
desire to be shewn you before attend.

Copy

1221 (28) Fort St George — April 1795

Copy of a Barrack Account referred to in Major Gowdie's Letter of the 28th April 1795.

The Honorable Company D.r for the following articles supplied the Troops in the Garrison of Madura Agreeable to the Regulation for the Month of December 1794

		P	C	P	C
	European Invalid artillery				
3 3/4	Bucka Seers of Lamp oil for 5 Manat 13 Lamps P 100 Men P day at 1/2 Bucka Seers equal to 1 measures for 31 days at 2 Seers for Pagoda			19	55
22 9/32	Seers of Lamp oil for 1 Serjeant at 1/2 Hollucks.				
6	Malls @ 2 fans P ea			12	
3	Mundays @ 6 fans P 100				14
6	Mullays @ 10 fans do do				48
2	Rice Potts @ 3/4 fans do ea			1	40
2	Water do @ 1 fans do do			2	
2	Conjee do @ 3/8 fans do do				60
2	Drain do @ 6 Cash do do				12
2	Arrack Chatties @ 1/4 fans do do				60
1	Large do @ 1/2 fans do do				40
1	Thesnul do @ 1/2 fans do do				40
1	Teakettle @ 1 1/2 fans do do				40
1	Puglet @ 1 1/2 fanm do do			1	40
1	Lamp @ 3 fans do 100			1	40
1	Fire Stand @ 1 fans do each			3	
1	Rope @ 3/4 fans do do			1	
1	Basket @ 1 fans do do				60
1	Broom Bundle @ 1/4 fans do do			1	20
1	Grain Pot @ fans do do			1	
1 1/4	ounce of Cotton thread for the lamps at 1 fanm P ounce				90
				1	972

Carried forward 1 972

1222 Fort St George 11 April 1795

(23)

				₱	f	c	₱	f
			Brought over				1	19
			9th Battalion Native Infantry					
6 Quarts of Coconut oil for their arms at 5/4 fan's ₱ Quart					"	31	40	
11 5/8 Seers of Lamp oil for 1 Serjeant Major and 2 Qr Mrs. Serjeants for 31 Days at 1 Hullock ea ₱ days					1	19	2	
5 11/32 Seers of Lamp oil for 1 Serjeant and 1 Supernumerary Serjeant for 31 days half hullock ea for days					"	28	4	
4 Matts	@ 2 fan's ₱	ea			"		8	"
2 Mundays	@ 6 fans ₱	100			"		9	
4 Mullays	@ 10 fans	do	do		"		32	
1 Rice Pot	@ 3/4 fans	do	ea		"		60	
1 Water do	@ 1 fans	do	do		"	1	"	
1 Conjee do	@ 3/8 fans	do	do		"		30	
1 Drain do	@ 6 Cash	do	do		"		6	
1 Small do	@ 1/4 fans	do	do		"		20	
1 Large do	@ 1/2 fans	do	do		"		40	
1 Poissaul do	@ 1/2 fans	do	do		"		40	
2 Tea Kettles	@ 1 1/2 fans	do	do		"	3	"	
1 Guglet	@ 1 1/2 fans	do	do		"	1	40	
3 Lamps	@ 3 fans	do	100		"		8	
1 Fire Stands	@ 1 fans	do	ea		"	1	"	
1 Rope	@ 3/4 fans	do	do		"		60	
1 Basket	@ 1 fans	do	do		"	1	"	
1 Broom Bundle	@ 1/4 fans	do	do		"		20	
1 Grain Bolt	@ 1/4 fans	do	do		"	1	"	
2 Ounces of Cotton thread	@ 1 fans	do	Ounce		"	2	"	
							3	17 2

Pagodas 4 37 4

Errors Excepted

(Signed) H. Vaughan
Paymaster

(Signed) Fran's Gowdie Major
Commanding Madura

Copy of the Paper marked No 1 referred to in Major Gowdie's letter of the 21 april 1795

Dear Major

I send for your signature 4 Papers, a Certificate of the price of Grain two Indents and my Barrack Master's account which Colonel Malcolm directs shall be Countersigned by the Commanding Officer.

Yours truly
(Signed) H. Vaughan

True Copies
(Signed) Pat. Bruce
Agt Mel Gr

Received

1223. Fort St George — April 1795

28 "

Received the undermentioned letters Entered in M.B. Nos 158-159-160-161-162.

From Mr Sharden

From Acting Principal agent for Cavalry supplies — Lieutenant Monteith requests a small Guard to protect the people employed by him in Collecting Grain for the 19th Dragoons.

From Ditt.

From acting Commissary General of Grain and Provisions — submits a proposal for delivering " 50 Garce of new Paddy at Arnee.

From Hospital Board

From Hospital Board — propose that Mr. Spalding do duty with the Detachment serving in the Vizagapatam District — that Mr Fleming proceed to his Station at Ganjam — and that the Invalid & Sick at " Masulipatam be placed under the Care of Mr Alexander Anderson.

From Mr Roebuck

From Military Paymaster General — submitting a Correspondence between him and Mr Wolf relative to a Balance standing in his Books to the " Debit of the late Contractors for Repairs.

From Mr Powney

From Collector at Rammad — shall do all in his power to furnish the Tanjore Rajah with the articles he may require.

"

Received the following Letters

To

1224 Fort St George 27th April 1795

28

To the Right Honorable Lord Hobart

Governor in Council

My Lord,

We have the honor to enclose for your — Lordship's information, Copy of a letter received from the Resident at Cuddalore, with its enclosures; we understand that an address on the subject has already been submitted to your Lordship, and we have only to observe at present that it is our intention to call on Mr. Henworthy to obtain and transmit us an attested Copy of the original Bond, — given by the Renters of the Boundary Villages of Pondicherry, to their two Securities, mentioned in Mr. Thursby's Letter.

From Board of Revenue submitting a Letter from the Resident at Cuddalore on the subject of a Decree of the Choultry Court there affecting the Security for the Rent of the Boundary Villages.

We have the Honor to be
&c &c &c

Fort St George
27th April 1795

(Signed) Edw. Saunders
Chas. N. White
Tho. Cockburn
Willm Harington

To Edward Saunders Esqr.
President &c. Members of the Board of Revenue
Fort St George

Gentlemen

I have the honor to enclose you a Letter I have received from Mr. Thursby, upon the subject of a

23d

grievance complained of by two of the head Tenants in the Boundary Villages of Pondicherry on which I have to request the aid of your interference for the regulation of such measures in the authority the Council they are to assume to themselves, that in the present instance their awards may not affect the interests of the Company, and that in future their decisions may be so confined, as to concern that part of their internal Government only, which I apprehend it was simply meant to extend to, when they were recently allowed to exercise the former functions of their Choultry Court.

As I have reason to be apprehensive of the propriety of Mr. Kennic's interference in the cause alluded to, and that his influence has been secured upon a very doubtful right, it will be expedient to guard against such irregularities with the utmost vigilance, the more so as the Precedents may be greatly injurious to the expected Revenues of the districts; and the Company left without any solid security for the Rents agreed to be paid by the several Inhabitants for the farms they hold.

Colonel Sterling being prevented from opposing the determinations of their Council, and they having

1226

Fort St George — April 1795

28th having refused to attend to my protest against their proceedings which Mr Thursby very properly made, I have to solicit your early interference and the authority of Government for my future direction and guidance. —

I am &c &c

(Signed) J Kinworthy

Cuddalore
24th April 1795

A true Copy
(Signed) Wm Brown Secy

To John Kinworthy Esqr
Resident of Cuddalore

Sir,

Agreeable to your directions, I have the honor to state to you the Particulars of the Business between Mess[rs] Renisee and Sallapermaul and Varashopilla, the Head Tenants of the Boundary Villages of Pondicherry. The French Government in the year 1790 Rented the Boundary Villages of Pondicherry to fifteen of the Inhabitants — Mootiah Moodely and Cootiapilla were accepted of as Securities for the said Inhabitants, who gave them an agreement that they would pay them the Interest for the Money that they should advance for the Company, and 5 ℔ Cent for their being Securities,

78 Securities, but when the English Army arrived before —"
Pondicherry, Sallapermaul and Vareshapilla upon the
Settlement of their three years accounts for the Farm, which
they held under the French Government, found that they
were indebted to the Securities 1000 Rupees for the Commission,
300 Rupees for the use of the Money, 1000 for the advances,
and 1200 Rupees for the Expences, which altogether amounted
to the Sum of 4000 Rupees, for which Sallapermal and —"
Vareshapilla Gave a Bond, and soon after paid the —"
Securities more than 1000 Rupees, after Pondicherry had
surrendered to the English the Inhabitants were allowed
to continue the Renters of the Boundary Villages for the —"
unexpired Term of the Lease, without any alteration being
made, but another Security was appointed who was esteemed
a more Responsible man, named Ananda Runga Tessoven-
-gadapilla, but soon afterwards the former Securities gave
the above mentioned Bond of 4000 Rupees to a Monsieur
Renusee (without the knowledge of Sallapermaul and —"
Vareshapilla) who presented a Petition to the Choultry
Court here, and obtained from them a Decree for the
whole sum, without deducting the sum previously —"
mentioned to have been paid by Sallapermalpilla, and
Vareshapilla, with power to sell their Property and Effects
in Case of nonpayment, Sallapermall and Vareshapilla do
appealed

28th appealed to the Superior Council here, who confirmed the decree of the Choultry Court, and ordered it to be put in force — Sallapermal and Vareshapilla presented a Petition to me upon the subject, wherein they mentioned that in the Lease under which they at present Hold the Farm of the Boundary Villages of Pondicherry their Persons, property, and Effects, were Mortgaged to the Company for the regular Payment of the Rists — which, upon due Examination, I found to be perfectly Just I stated the Circumstances to you and received your directions to protest against the proceedings of the Court here in the Cause between Monsieur Kerusee and Sallapermall and Vareshapilla Farmers of the Boundary Villages of Pondicherry, and to declare them responsible for any Loss or Damage the Company might sustain by their interference — I wrote to the President of the Choultry Court to that Effect, who in his answer mentioned to me that he could not receive my protest — I called upon Lieutenant Colonel Sterling to stop the Proceedings, who informed me that if I would state the Case to him, he would use his — influence with the members of the Court to suspend the Proceedings untill the decision of Government was known upon the subject — the Choultry Court intend putting the decree in force almost immediately —

By

1229 Fort St George the April 1795

28th By which measure the Company will be deprived of the best security they have for the Payments of the Kists.—

Pondicherry
19th April 1795

Sam & Co & Co

(Signed) John Wm Thursby
Superintendant of the Pondicherry
District

(A true Copy)
(signed) Wm Brownjeey

At a Consultation

Present

The Right Honorable Lord Hobart
Governor — President

Edward Saunders Esqr
and
Ernst William Fallofield Esqr

Tuesday
28th April 1795

Minutes of last Consultation Read and approved

Read the following letter from —

Bengal

To

1230

Fort St George 28th April 1795

To the Right Honorable Lord Hobart

Governor in Council

at

Fort St George

My Lord,

We have the Honor to acknowledge the —
Receipt of your Lordship's Dispatches of the 16th Ultimo. —
relative to the Succession to the Rauje of Calastry, vacated
by the Death of Rajah Venkatup Nair —

From Bengal. rela-
tive to the Nuzzer
proposed to be levied
by the Nabob, from
the new Rajah of
Calastry - suggestion
as to the amount
of it.

It appears to us that the Nabob, as
Sovereign of the Country is entitled, by the Laws of it, to a —
prescriptive acknowledgement, under the name of Peishcush,
on the Investiture of the new Rajah of Calastry, and that
this Title must be deemed to be acknowledged by the —
Treaty of 1792, in its general admission of his Highness's —
Rights of Sovereignty over the Poligars the Terms of the Treaty,
limiting the amount of the annual assessment, do not,
in our Opinion impose any Restriction upon the Exercise
of those Rights, nor do we think that they are applicable
as a Rule for deciding the Question before us.

With respect to the amount of the —
Peishcush or Nuzzer, which it would be proper to levy
from the new Rajah, we are at a loss to regulate it. In
Bengal, before the Company's acquisitions of the Dewanny,
the principal Zemindars generally paid a Peishcush

to

to the Sovereign, as a fine of Investiture on their accession, and a Nuzzerannah to the Provincial Administration. This last acknowledgement was very indefinite, and regulated by the Discretion of the Ruling Power, generally upon a knowledge of the Property or advantages possessed by the new Zemindar: and after the Grant of the Dewanny the amount of the Peishcush was limited to fifty Gold Mohurs, or eight hundred Sicca Rupees, on every Lack of Rupees to the Extent of the Assessment, in each Instance. But the Zemindars, on their Investiture, were made, further, subject to the Payment of a Fee of one per Cent on the public Summa for the Dewanny Summud, both which have been since abolished.

We cannot pretend to affirm that the usage in Bengal is applicable to the Coast, but it is possible that the same Custom which fixed the Fee of Investiture, may, upon further Inquiry, be found to have determined the amount of it, and, if this be the Case, the Question is decided. If otherwise, we can only propose that the amount of the Peishcush should be moderate; and the Rate, received in Bengal, of fifty Gold Mohurs upon each Lack of Rupees of the Summa, appears to us to come literally under this description

Fort St George 28th April 1795

description we do not, however, recommend it to
your Lordship for adoption, but leave it to you
to adjust the amount by the best Information you
may possess, with a Regard to the Nabob's acquiescence
which we imagine will be readily granted, to
whatever is reasonable, as we conclude that
his Highness is rather tenacious, as to the
Principle, than anxious as to the amount
of the Peishcush, which, at all Events, should not
be a Sum that it might distress the new Rajah
to Pay.

We have the honor to be
&c. &c.

Fort William
the of March 1795

(Signed) J. Shore
P. Speke
Wm Cowper

Read

1233

Fort St George 28th April 1795

Read the following letters from the Persian Interpreter at Bengal with one from Sir John Shore to his Highness the Nabob

To William Collins Jackson Esqr
Secretary to the Government
Fort St George

Sir,

From the Persian translator at Bengal with a letter from the Governor General to the Nabob

I have the pleasure to Transmit two Letters from the Honorable the Governor General addressed to the Navaub of Arcot with Copies in English and Persian for the Information of the Right Honorable the Governor in Council.

Fort William
10th April 1795

I am
Sir
Your most obedient
Humble Servant
(Signed) N B Edmonstone

P.S.

P.S.

I beg leave also to trouble you with a Letter to Amdut ul Omrah from me enclosing a Copy of the Honorable the Governor General's Letter to his Father

To

1234

Fort St George 23d April 1795

To the Nabob of Arcot

Written 10th April 1795

From Sir John Shore to the Nabob on the subject of his Claim to a Peishcush or Increase of Tribute on the succession to the Musnud of Calastry.

Various Circumstances have prevented my replying sooner to your Highness's letter acquainting me with the Death of the Calastria Rajah, your claim to a peishcush and increase of Tribute on the appointment of a successor, and your Intention to resume certain Talooks held by the deceased Rajah, and to include them in your Khalsa Possessions; But the delay is of the less consequence, as I have already communicated to Lord Hobart my sentiments on the various points on which you have done me the Honor to address me, and his Lordship will doubtless make you acquainted with them.—

Your Highness's right to demand a Peishcush from the new Calastrian Rajah, on his succession, is conformable to the established usage of Hindostan, which prescribes this acknowledgement from a Vassal to His Sovereign. In Bengal the same custom prevailed, but the amount of the Peishcush and Nuzzaranah received by the Company was small; And from Reasons of Policy and Justice, even this has been altogether relinquished. I am very sensible that the precedent contains no obligation upon Your Highness to imitate it, further than as it is Conformable to Justice and Policy, motives which cannot fail to influence your Highness in the Regulation of your Demands of a Peishcush from the Calastrian Rajah.—

It

1235

Fort S George 28th April 1795

It would afford me great Satisfaction if my Sentiments Concurred with those of your Highness on your demand of an encrease of Tribute from the new Calastrian Rajah, and on Your Intention to include the Talooks in your own Jaghere. I cannot conceive that the Demise of a Polygar or Zemindar of any Discription can authorize an enhancement in the amount of the Tribute fixed by the Treaty and Specified in the Schedule annexed to it. If any Increase should be allowable it must be demanded upon other principles, as mentioned at the time of the Treaty. The Terms of the Treaty in my opinion, equally oppose the resumption of the Talook; The Revenues of which as well as of the other parts of the Possessions of the Calastrian Rajah, were assigned to the Management of the Company. Your Highness does not allledge any Breach of the Stipulations in the Mochulka of the late Rajah, which was executed three Years before the Conclusion of the Treaty.

Your Highness will perceive that it is my wish on every occasion to acknowledge and preserve Your Rights of Sovereignty over the Poligars; as acknowledged in the Treaty, and I trust, upon Consideration you will find the Sentiments which I have the honor to Communicate to You Conformable to this Acknowledgement.

A true Copy
(Signed) W B. Edmonstone
P. S.

The

1236

Fort St George 12th April 1795

The President lays before the Board the following draft of a letter to the Nabob, and recommends that it be immediately translated and despatched to his Highness (entered also in C.C. N°40)

To His Highness the Nabob of the Carnatic
&c &c &c &c &c

May it please your Highness

Letter to the Nabob on the above subject

Your Highness having acquainted me that you had written to Sir John Shore upon the subject of the Nuzzer you proposed demanding from the Rajah of Calastry upon his Investiture, as well as some other points relative to the future Situation of the Rajah I deemed it respectful to your Highness to lay any Official Communication to you in consequence of the Directions I had received from the Supreme Government upon that Subject, until I was — " apprized of your having been favored with an answer from the Governor General.

Previous to conveying the Sentiments of the Supreme Government to your Highness, it may be — " necessary for me to observe, that whatever heretofore may have been the Custom of your Government with respect to the Polygars it can scarcely be applicable at present, their Situation having been so materially changed by the Treaty of 1792 under that Treaty your Highness as well as the

Company

Fort St George 28th April 1795

Company is precluded from making any pecuniary
Demands upon them beyond the Specified Tribute
unless by the Consent of both the Contracting Parties; and it is
evident that the Tribute would be rendered nugatory, were
it admitted that under the name of demands made in the
exercise of Sovereign Rights, Your Highness was at liberty
to require whatever payments now might think proper
from the Polygars.

In consideration of such Demands being
wholly out of the Question and consequently that the Polygars
are perfectly equal to the discharge of their annual Tributes
the Company have taken upon themselves the Trouble
and Expense of Collection as well as the Risk and loss
attending all deficiencies of Revenue and under that
impression the Bengal Government have suggested the
limitation of the Nuzzer which I am by their directions
to state to your Highness - looking upon it, in no shape
as a pecuniary Consideration but merely as an Acknowledge-
ment due to your Highness's Sovereignty, the Supreme
Government are of opinion that as Sovereign of the Carnatic
your Highness is entitled by the laws of it to an
Acknowledgement under the name of Peishcush, on
the Investiture of the new Rajah of Calastry and they
recommend that the practice which formerly prevailed

in

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Fort St George 28th April 1795

in Bengal of limiting the fine of Investiture to fifty —
Gold Mohurs or Eight hundred Sicca Rupees on every lack
of Rupees to the extent of the Summa should obtain —

In conformity with these Instructions
which I am bound to observe your Highness will have
to receive a complementary Nuzzer at the rate above
stated in acknowledgement of your Rights of Sovereignty, upon
confirming the Son of the late Rajah of Calastry in the —
whole of the professions of his Father subject to the payment of
the Peishcush specified in the Schedule annexed to the
Treaty of 1792.

I shall give notice to the Rajah of Calastry
that the authority of his late father will devolve upon him
entire, after presenting to your Highness the Nuzzer, on his
Investiture, to the amount regulated by the principle
aforementioned —

I have the honor to be
&c &c &c

Fort St George
26th April 1795

(Signed) Hobart

Approved and ordered accordingly

Read the following letter from the
Commanding Officer at Ryacottah

To

1239

Fort St George 28th April 1795.

To William Collins Jackson Esqr.
Secretary in the Military and Political
Department

Sir

From Capt.n Doveton with Translate of a Letter from Tippoo to him requests to know if he may furnish him occasionally with Intelligence —

I have the honor to transmit for the information of the Right Honorable the Governor in Council, Copy and translation of an Emarjet namah which I have just received from Tippoo Sultaun — It was delivered to me by two of his Camel hircarahs who arrived here this day, — and are proceeding to Madras in Company with the two Camel hircarahs belonging to His Highness the Navaub Walajah, who passed Rycottah on the 30 Ultimo with Letters &c.a from His Highness to Tippoo Sultaun

Copy and Translation of a Neaz — namah from myself to Tippoo Sultaun accompanying the Hercarahs from His Highness the Navaub, also go — enclosed —

With regard to the request made to me by Tippoo Sultaun, I beg to be honored with the Directions of the Right Honorable the Governor in Council, and in the event of His Lordship's permission to communi — cate such articles of European &c.a intelligence as may come to my knowledge I should be happy to be furnished, from time to time, with such as are correct, and which in the opinion of His Lordship may be deemed proper subjects

1240

Fort St George 28th April 1795

subjects for communication.—

I have the honor to be
&c &c &c

(signed) Gabriel Doveton.
Captain

Rycottah
April 19th 1795

Translation of a Neaz namah from Captain Doveton to
Tippoo Sultaun— Dated 29th March 1795

After the usual address.

Three Kerchahs, two from His Highness
the Nawaub Walajah Bahaudre and one from the Nawaub
Omdit-ul-Omrah Bahaudre to Your Highness's address
reached me this day.— which, according to their Highness's
desire, I now immediately forward to you by the same
Shooter-Savars who conveyed them hither— By the
blessing of God they will arrive safely.

May the sum of your Life and prosperity
ever shine!—

a true translation
(signed) G. Doveton

Translation of an Enayet namah from Tippoo Sultaun to
Captain Doveton Received the 19th April 1795

after the usual address.

Your Neaz namah accompanying the
Kerchahs from the Nawaub Walajah Bahaudre and
Omdit-ul-omrah Bahaudre has been received and
its contents understood— answers to the Letters contained
in

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Fort St George 28th April 1795

in those Kerchahs are now written and sent to you, which you will no doubt forward

as you are a well wisher to the Khuda-dad Sirkar, and as between the Sirkar of the English Company Bahaudre and the Khuda-dad Sirkar Union and friendship are firmly established, — In this consideration I now write, requesting, that you will, from time to time, communicate to me such correct account of the state of affairs in Europe &c. as may come to your knowledge. —

What can I say more.

A true Translation

(Signed) G. Doveton

Minute thereon

Agreed that the Commanding Officer at Ryacottah be desired to inform Tippoo Sultaun that the Board will have great pleasure in acquainting him with such accounts as may be received of the state of affairs in Europe, and that the particulars of every interesting event will be duly communicated.

Read the following Letter from Captain Chalmers

To William Collins Jackson Esq.
Military Secretary

Sir,

From Capt. Chalmers enclosing the affidavit required of him —

Accompanying I have the Honor to send You my affidavit taken before the Mayor having the deducted the Charge for arms &c. agreeable to

the

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Fort St George 28th April 1795

the tenor of your Letter of the 10th Instant

I have the Honor to be
&c &c

(Signed) J. M. Chalmers Capt

Fort St George
17th April 1795

The Affidavit of John Mary Chalmers a
Captain in the service of the united Company of England trading
to the East Indies under their Presidency of Fort Saint George.

The above named deponent maketh oath and
saith that the united Company of Merchants aforesaid stand
justly and truly indebted unto him this Deponent in the
full Sum of five Thousand two hundred and eighty eight
Pagodas forty one fanams and ten Cash being the amount
actually and bonâ fide disbursed by him this Deponent
during the Time he commanded the Fort of Coimbatore and
the true balance of the accounts between him this Deponent
and the said united Company of Merchants and this
Deponent further says that he has delivered into the Office
of the Auditor General the account particulars composing
the said Sum of five thousand two hundred and eighty
eight Pagodas forty one fanams and ten Cash —

Sworn before me this 26th day of April 1795
(Signed) B Roebuck
Mayor

(Signed) J. M. Chalmers Capt

Agreed

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Minute thereon.

Fort St George 28th April 1795

Agreed that the balance due to Captain Chalmers be paid -

Dividend ordered for the Nabobs creditors on the 10th of May.

Ordered that the Sum of one Lack and thirty thousand Pagodas be divided among the Creditors of the Nabob on the 10th of May next, agreeably to the principle of distribution which has heretofore obtained.

Bills for Presents purchased for Tippoo Sultaun ordered to be paid -

The Secretary lays before the Board three Bills for Presents purchased by the Persian Translator for Tippoo Sultaun, amounting to Six hundred and Sixty Pagodas -

Ordered that the Bills be paid, and carried to the Head of Presents.

Read the following Letter from Captain Meares.

The Right Honorable Lord Hobart

Governor in Council — Fort St George

My Lord,

I request Liberty to lay before your Lordship in Council a transaction which happened in Pondicherry Road in April 1794 — Being at Anchor in the Roads, I received information, that the French Merchants of Pondicherry were carrying on a very considerable Trade, through the Medium of the Danish Government and under their Flag, to which their capitulation by no means entitled them, on my seeing a Sloop under Danish Colours coming into the Roads, I went on board of her and requested to see the Papers

J.

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I found the Vessel loaded with Bales — Twenty six of which the Master (who was a Dane) acknowledged to be French Property, and consigned to the French Merchants of Pondicherry and produced the Bills of Lading and French. The others he said belonged to English and Danish Merchants as likewise appeard by their bills of Lading. The Twenty six Bales French property I seized and sent on Shore, as the papers I have the honor to enclose your Lordship will fully inform you in regard to that, and to what afterwards happened. On my arrival at Madras, I acquainted Sir Charles Oakeley then Governor, of the matter, who desired I would state it to Government officially, and said that altho they never had held admiralty Courts, except in Criminal causes. He could not help thinking they had a Right to hold them in Prize causes. as giving a liberty to grant Commissions, would be absurd, unless they had power to hold prize Courts, for the condemnation of prizes taken under that Commission —

I have only to add that those Bales — being of very considerable Value. I think I should be wanting not only to myself, but to my Officers and Men, was I to give them up, being convinced as I am, of my just Right to them. from the many respectable law opinions I have had as well as those annexed, given by six Barresters of high Reputation, at the Bar of the Supreme

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Supreme Court at Calcutta.

As this business originated under the Madras Government, and has been so far decided, as giving up the property by a mandate from it — My respect for the present Government, induces me to lay before your Lordship in Council the inclosed Papers, for your opinion, before any further steps are taken —

I have the honor to be
&c &c &c

(signed) Willm. Mears

Fort St George
the 8th April 1795

In answer to this case (laid before me by Captain Mears) I do not hesitate to say, that in my opinion the conduct of the Government of Madras in ordering Restitution of the Goods seized as Prize by Captain Mears is in every point of view unwarrantable — In all Prize cases the Construction of Treaties Capitulations and the law of Nations is vested exclusively in a Court of Prize and therefore it is highly improper in any Government either to acquit or condemn, or in any degree to intermeddle in cases of Capture, except through the medium of a Court of Prize and all persons without distinction who are unguarded enough to do so, become subject to actions for such their interference — Nay, were the King himself to authorize it, even that would not sanctify an act so notoriously — irregular — As to the validity of the Capture, there is nothing in the papers annexed that can impeach it, on the contrary

every

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every circumstance attending the transaction leads to a suspecion. The quality and value of the goods, the Bills of lading, and Masters acknowledgement and the bottom on which they were consigned, being a Danish, and of course a neutral European Ship, in my opinion fully demonstrates that Captain Mears was justified in seizing them as Prize — The Merchants themselves in their address to Sir Charles Oakeley acknowledge those facts — and surely Captain Mears who them commanded (I may say) a Ship of War would have been grossly negligent of his Duty; if he had omitted to make the seizure — as to the Privilege pleaded by the French Merchants — " under the Capitulations, so far as those Capitulations appear on the Face of the Papers annexed, it never can hold. for every Privilege granted in a Capitulation must be strictly pursued and exercised without any the least extention — The terms imposed by the Victors would otherwise be negatory — For instance, the French were restricted to the use of Country Craft, — " instead of this, they consign their Goods on board a Danish Sloop — Here there is a palpable breach of the Privilege granted, and the consequences are obvious — Under colour of this. Frenchmen may transport Merchandize at will, and probably without detection — If in a Danish Sloop, why not in a Ship, and

presently

Fort St George 28th April 1795

presently in a Ship of any size or construction, belonging to any other neutral Power — But in order to get over this we were told by a Gentleman of the Law, that the Danish Sloop must be considered as Country Craft — The Sloop in question plies in the Country Coastways — and if this were to change her nature, we scarce know any sort of Vessel that might not by the like argument be converted into Country Craft — and thus under the Privilege in question, almost every species of Merchandize might be imported, exported and transported — The prohibition as to neutral European Vessels was intended to prevent that very mischief — on the whole, I am clearly of opinion that the goods seized by Captain Mears are lawful Prize and will be so adjudged in any Prize Court provided a suit be instituted for their condemnation —

Calcutta
26th January 1795.

(Signed) James Dunkin

Having perused the foregoing papers, I am of opinion that the proceedings of the Presidency of Madras relative to the Bales seized by Captain Mears as Prize have been grounded upon mistaken principles, that Board having no right whatever to take cognizance of any such matter, which is wholly appropriated to Admirally Jurisdiction to the exclusion of every Court of common Law and equity; and still

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still more strongly to the exclusion of every Board of Civil Government, whether at home or abroad. The Order of Government therefore of the President in Council to Colonel Nixon to deliver up the Bales in question to the French Claimants is so obviously illegal, that not only those who have issued such order, but all who shall obey it, will be liable to actions for the damages thereby sustained it being undoubted Law, as laid down in the great case of Sands against Sir Josiah Child (then Governor of the East India Company) and others, (3 Levinz 352) 'That the warrant of Attorney to the Company would not excuse the matter. For the warrant of no man, not even of the King himself, can excuse the doing of an illegal act, for although the Commanders be Trespassors, so also are the persons who have done the act'

Upon the whole circumstances of the case therefore, I have no sort of hesitation in considering the Bales as lawful Prize and of course in advising Captain Mears to proceed for a condemnation in the Admiralty side of the Supreme Court. —

(Signed) John Richardson

Calcutta
28th December 1794

I do not in this case pretend to judge of the policy — but of the legality of the measure I am of opinion Captain Mears had a legal right to have

the

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the question determined by a Court of competent jurisdiction, whether the Goods taken under his authority were Prize or no Prize — The Governor in Council at Madras is not that Court — nor has he, as Governor in Council jurisdiction to try Prize Causes — I also think from the Statement of the French Merchants themselves, there were strong and sufficient grounds of suspicion — and such evidence as will justify Captain Mears before a Court of Prize for having made the Captures — and most likely entitle him to the final adjudication of them being lawful Prize. —

20th January 1795.

(Signed) Robt Ledlie

The order for the restoration of the goods seized by Captain Mears on board the Danish Snow (under his Commission from the Governor General and Council at Bengal) is not I conceive founded on any principle or authority of Law, and consequently ought not to have been issued — The facts being proved as stated, I am clearly of opinion that the Seizure and detention of the Bales in question is perfectly legal, and must be condemned as such — And for that purpose it will be — adviseable for Captain Mears to proceed to obtain a sentence of a Prize Court in the Supreme Court of judicature in — Bengal. —

Calcutta
January 7th 1795

(Signed) W. Hart

Dear

Fort St George 28th April 1795

Dear Sir,

By your two several letters to me relative to your Capture with the Ships Favorite of certain Goods on board the Danish Ships Raaffas as French property, as well as by parol communication, you have done me the honor to submit to me several points for my opinion.

The first, whether the Goods so captured or seized were or were not lawful Prize.

From the documents which you have laid before me, it appears, that the question whether Prize or not, under the circumstances of the case, must depend entirely upon the words of the stipulations referred to in those documents as having been made previous to the Capture between the effective British Government in India and certain French Merchants; and also upon the fact whether or not the Goods so captured by you were or were not the property of persons under the protection of the British Government, and as I have not any Copy of the stipulations referred to, nor any positive information relative to the fact lastly above alluded to, it is impossible for me to answer, whether the said Goods so Captured, are or are not legal Prize — With respect to the second point, whether the President and Council at Madras have legal power and authority to deliver over to the parties Claimants those Goods which you so Captured, I am of opinion,

that

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that the question whether Prize or no Prize can be decided in a Court of Admiralty only; and that if you proceed to — condemn the said Goods so captured such Goods must during the pendency of the question, remain under the immediate Control of the Court of Admiralty to which such question might be referred, and that the Good so captured could not be legally delivered over or released to the Claimants, until the final decision of the question, unless in certain cases, under certain conditions, mentioned in the present existing Prize Act — If however previous to the decision of such question, the President and — Council of Madras should have acted contrary to Law, by delivering, or procuring to be delivered over to the Claimants the Goods so captured by you, it will not prevent your proceeding in the proper Court of Admiralty to obtain the condemnation of those Goods as legal Prize; and if such condemnation should take place the right of property in the Goods so captured will thereby — instantly be vested in the Captors or such persons as the commission under which they were captured may for such purpose have named or pointed out, and such parties, I am of opinion, will therefore have a legal remedy to recover from the Presidents and Council of Madras, or from the parties who may have released or procured the release of the said Goods to the Claimants

the

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the value of the said Goods so released, and the damages, which the parties so having the right of property — may have actually sustained by such release — provided such release should have been made or effected by any other power or tribunal, than the proper Court of admiralty, or in any other way, than prescribed in the present — Prize act. —

Sum &c &c &c

Calcutta
February 13th 1795

(Signed) John Shaw

Sir,

I have read with much attention the papers which you laid before me relative to the Merchandize seized by you on board a Danish Sloop lying in Pondicherry Roads, more because after hearing a short recital of the facts (detailed at length in your Statement) I understood that the Madras Government on the authority of their Law Officer had decided against your claim, than that I imagined there was either Novelty or difficulty in the case, admitting the facts to be precisely as they are related. —

The question of "Prize" or "not Prize" in your case may be reduced to the three following heads, which will embrace every thing that you urged in support of your claim, or that has been stated in opposition to it by the Owners of the Property. —

First

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First. Were the Bales the Property of an Alien — Enemy —

It appears by the Letter marked No 2 that the Property was French, and being such belonged to an Alien Enemy — which prima facie affords a sufficient ground for condemnation —

The Owners however Endeavor to make a distinction between the Rights of Alien Enemies, Resident at Yanam, and persons of a similar description living at Pondicherry, which distinction seems to have had its origin in a Regulation or Order made by the Madras Government on the Capture of the latter place, which positively prohibits the French Merchants at Pondicherry from carrying on any trade except under the British Flag, and with British Passports or in Country Craft which can only be applied to Vessels belonging to Natives (Hindoos, Parsees, Mahomedans &c) as neutral European Powers, are excluded by both the letter and the Spirit of the Regulation, which was evedently framed to prevent their becoming the Carriers, during the War, I shall examine the force of this objection under another head and now only observe that from one passage in Letter No 2 (I have marked it with red ink) it appears that the Property belonged altogether to the Pondicherry Merchants, while from another (marked)

i

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it would seem that it belonged jointly to them and to the Consigners at Yanam. It is an Established maxim of General, as well as Maritime Law, Qui sentit commodum debet et sentire onus he who wishes to avail himself of a plea, which in one case might have been productive of a advantage, should bear the Injury arising from that plea, in the event of its turning out contrary to his expectations— This is the case here, they have admitted that the Property was that of an Alien Enemy, and endeavour to protect it in part by the words of an order of the Madras Government. Their admission establishes one adverse fact—we shall next see whether the conclusion, which the French—y Merchants wish to draw from the order, can be supported by reason and by Law.

Second— Can the Governors of any Colony make a—a regulation of external policy in opposition to a general act of the legislature of the Country employing them.

The Owners draw arguement in support of their cause from the silence of the Madras Government as to the rights of the French Merchants resident at Yanam (with regard to their trade) by contrasting the Articles of Capitulation of that Settlement, with those signed at Pondicherry, as if the withholding a prohibition ever could be construed into the concession of a privilege

where

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where the laws of War and of Nations united in refusing
to grant any much less so valuable a commercial —"
advantage to an Alien and conquered Enemy.

Where Treaties (in which light
we may in some degree consider Articles of Capitulation)
are silent, we must resort to common sense, General —"
Principles and uniform usage for a guide in cases —" "
unforseen or unprovided for, but from none of these can
any support be drawn in favor of a Regulation, which —"
(had it even existed affirmatively instead of negatively)
yielded a benefit to an Alien Enemy, expresly refused by
us to a Neutral Friend; that is to grant Privileges to
the French Merchants of Yanam by implication, which
we refuse, to the Danes, Swedes, Portuguese, and other
European Nations our Allies, in direct and positive terms —
This also supposes the right of the Madras Government
to grant to a part of the French Nation what had been
denied to the remainder, but had such a grant been made
in expres and formal words (instead of being a mere
inference drawn from the Silence of the Capitulation of
Yanam by the Madras Gouernment, it is clearly against
Law, and therefore beyond the limits of their authority, for
no regulation made by the Servant or Servants of the
Parent-State can contravene a general act of the whole
Legislature

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Legislature of England, which declares (Sec. 33. Geo. III Cap 66 Sec 1st) that as well as his Majesty's fleet and Ships, as also all other Ships and Vessels, that should be commissioned by Letters of Marque or otherwise, may lawfully seize all — " Ships, Vessels, or goods belonging to France, or to any persons being subjects of France, or inhabiting within any of the — " Territories of France without an exception whatever; which empowers English subjects to make Captures, while it fixes no other Criterion of the legality of any Captures, while the liberation of the Goods, is only contended for from the silence of the Madras Government, which had it made a positive Stipulation with the Yanam Merchants would have — " exceeded its power, in as much as, it would have opposed a direct act of Parliament, which contains no such — " reservation as to any part of the French Territories, or — " grants such dispensing Power, to Madras, or any other Colonial Government. —

The 3d and last question, is as to your qualification, and that must depend on your Commission (which I have not seen) and on the authority to grant that Commission, which has been vested in this Government for the purposes specified in the act which last circumstance, is I believe indisputable what relates to you therefore is a question of fact, and not of Law; Let the fact be — proved in your favor, and the law does not admit of a doubt in its application —

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I shall now conclude by observing that the property was admitted to be French; that you assert your having been properly qualified to make Captures that it is admitted that the Ship carried the Colours of a Neutral European Power, and therefore came within the Words of the order of the Madras Government, restricting the trade of the French to Country Craft, or to British Vessels, — or carrying British Colours and Passports, and finally that whether such a Regulation had been made or not, the 23d of Geo III does not leave the Power in the Madras — " " Government to counteract its operation by their Ordinances, or even their positive Engagements had such existed, — I am therefore clearly of opinion, that the Capture is prima facie a legal one, and that if you adduce the necessary proofs as to your Commission, you are fully entitled to claim and — proceed to the condemnation of the Property seized, or to compensation for it from the Madras Government, should they have liberated it and by having done so deprived you of Your just right. —

I am
&c &c
(Signed) Tho Scott

Calcutta
the 12th of February 1795

P. S. —

I see that in Copying over the above, I have omitted to mention, That had the Capture been illegal in all Respects, the Prize should not have been liberated except

1258

Fort St George 28th April 1795

except by the regular process of a Court competent to try Prize Causes — —

(Signed) I. S.

To the Honorable Sir Charles Oakeley Bart

Governor in Council &c. &c.

Fort St George

Honorable Sir,

I have the honor to acquaint, that being at Anchor in Pondicherry Roads on the 18th Instant. I had information of French Merchandize being on Board a Danish Sloop just come into the Roads I proceeded on board the Sloop, according to the Commission I have the honour of holding from the Governor General and Supreme Council, and found my information well founded, as fully appears from the inclosed Bills of Lading as well as from the Master's acknowledgement to me when I went on board, I sent the Property on Shore, under charge of the Master attendant at Pondicherry, till I should have opportunity of addressing your Honorable Board in order that the same may be duly condemned. —

I have the honor to be
&c &c

(Signed) Wm Mears

To Sir Charles Oakeley Bart

The under signed Merchants residing in

1261

Fort St George 28 April 1795

Raaff by Captain Mears and put into sequestration here at the office of the Custom house. — We think ourselves bound to inform you that these Bales which had been reimbarked on Board Captain Mear's Ship on the simple Demand of this Captain to Mr Griffiths the evening before the arrival of the order of the Council of Madras to Colonel Nixon, have been reclanded at the solicitation of this Commandant but Captain Mears having formally protested against their being delivered to us they have been again sequestred at our desire at the Custom house and the order to restore them to us, has not been put into execution — We have had the Honor to write to Colonel Nixon to demand of him the execution of it.

We Herewith send a Copy of our letter of the 30th of last month to this Commandant which has remain without answer. — We know that he is in possession of a protest of Captain Mears tending to decline the authority of the Council of Madras in the decision of this business and we have reason to think that, that is the reason which engages Colonel Nixon to suspend the execution of the order he had received

You have rendered us justice in pronouncing in our favor upon the seizure of these Bales, our rights to this property has not been impaired since it has merited your approbation —

we

1262 Fort St George 28th April 1795.

we hope that you will deign to maintain it. — we have learnt that Captain Mears wished to Carry this business before a Court of Admiralty to which we take the liberty to observe that it cannot absolutely by considered of that nature since there is nothing in question but the preservation of rights Granted to the French living & under British protection in India which have been stipulatid for in the Capitulation of this place and by the instructions of the Government of Madras to the Chief of Ingeram, as to what concerns the French of Yanam, The bales could not have been seized by Captain Mears but on the Strength of a restriction of the Council of Madras in their letter of the 8th of October to Colonel Floyd which relates to the Commerce of the French of Pondichery and to the importation of their property which restriction besides has not been laid on the French of Yanam — We then think that the Seizure of these Bales could not in any case take place but to the advantage of the Government of Madras and not to that of Captain Mears and that it belongs to the Council of Madras alone to pronounce upon the business.

Full of Confidence in your justice & we dare again lay Claim to it.

We

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Fort St George 28th April 1795

We hope that you will confirm your just decision and order the execution of it.

Pondicherry
2 June 1794

We are with respect
&c &c

(Signed) by the Principal Merchants of Pondicherry.

To the Honorable Sir Charles Oakeley Bart
President and Governor in Council &c &c
Fort St George

Honorable Sir,

I have had the Honor to receive Mr Secretary Jacksons letter of the 30th Ultimo covering several papers relative to the seizure of some French property in the Roads of Pondicherry by Captain Mears of the private ship Favourite and desiring I would state to your Honor in Council my opinion whether, under the circumstances brought forward by the French Merchants, the property can in Equity appertain to the Captors.

Among the papers transmitted to me by Mr Jackson are two letters from Government of the 3d and 5th and 7th September last, relative to the French Merchants at Yanam and Extracts of two other letters of the 7th September and 8th October relative to the French Merchants at Pondicherry.

The

1267

Fort St George 28 April 1795

The two latter by which the
Merchants at Pondicherry seem to be restrained, in
the employment of Ships of trade to those under the
British Flag and sailing under a British Passport,
and to Country Craft, and to be prohibited the use of
Ships belonging to neutral European powers, do not in
my apprehension apply to the case in question.

From the letter of 3d September which
forms the Capitulation of Yanam, it does not appear that
the French Merchants of that Factory were laid under
similar or any restrictions save those binding on British
subjects, and consequently they were left at full
liberty to employ Danish or whatever other neutral
Bottoms they might think proper for the transport
of their Goods.

I therefore submit it to your honor
in Council as my opinion that the Bales Shipped by the
Merchants of Yanam, and seized by Captain Mears
in the Roads of Pondicherry ought to be delivered up to
those persons to whom they were consigned. —

I have the honor to be
Honorable Sir,
Your most obedient humble Servant,
(Signed) Benjn. Sullivan

Fort St George
12th May 1794

To

1263

Fort St George 28th April 1795

To Captain Mears

Commanding the private Ship Favourite

Sir,

I am directed to inclose for your information Copy of the Opinion of the Company's Attorney General relative to the Bales seized by you in the Roads of Pondicherry and to acquaint you that he has in Consequence sent orders to the Commanding Officer at Pondicherry to cause the property to be delivered up.—

I am &c &c &c

(Signed) W.C. Jackson Secy

Fort St George the 15th May 1794.

Colonel Nixon

Commanding at Pondicherry

Sir,

Being informed by the Master Attendant that he has received an order from you to deliver up some Bales seized by me in those Roads on the 18th April 1794 and left in his charge by me, which Bales—I yesterday morning demanded of him and sent them on Board my Ship, in order to carry them to the presidency, where the business I expect will be settled by a Court of admiralty — I have this morning heard

1266 Fort St George 28th April 1795

heard that the Attorney General to whom this business has been referred by the Honorable Board at Madras, has given his opinion, that the seizure is improper. The Learned Gentlemen I find stiles my ship a private ship, not adverting I presume to my having a Commission, from the Honorable the Governor General and Council of Bengal, constituting and appointing my Ship, a Ship of war in their Naval and Marine service. If the Commission given means any thing (which I never before doubted) I still think myself right in what I have done and cannot alter that opinion, until a Court of admiralty decides however great I may hold the opinion of the Learned Gentlemen the Attorney General.— I also think I should be wanting to myself, to be determined by the single opinion of any one Gentleman of the Law.— The Honorable Board at Madras. I humbly conceive thought it a Law question by leaving it to their Attorney General.— That being the case, I humbly hope the Honorable the Governor and Council, will not think it either improper or presuming in me, to require the assistance of some Gentlemen of abilities learned in the Law, before I give up a matter of such consequence.—

I

1267 Fort St George 28th April 1795

I shall however Sir, at your request
reland the Bales, and place them, (if agreeable to you)
under the care of the custom Master, holding you responsible
for them on a decision taking place in the Court of Admiralty.
Supposing those Bales to be falsly Invoiced a rumor of
which I have heard but not strong enough, to amount to
proof. However should they at last be given up I shall
request to have them examined, and if the rumor is
true will it not plainly shew, the Villiany carried only
those Frenchmen.

I have the Honor to be
&c &c
(signed) W. Mears

Pondicherry
19th May 1794

By this public Instrument of declaration
and protest. Be it known and made manifest unto
all People whom it doth shall or may concern, that on
Monday the Nineteenth day of May in the year of our Lord
one thousand Seven hundred and Ninety four. Before
me E. Nixon Commanding at Pondicherry personally came
and appeared. Wm Mears Captain of the English Ship the
Favourite now employed in the Honorable the united East
India Company's Naval Marine, and declared as
follows, that on the Eighteenth day of May 1794, he
had

1268 Fort St George 28th April 1795

had shipped on Board the said Ship Favorite, being
in Pondicherry Roads Twenty four Bales which he
the said Wm Mears had seized in these Roads in the
Month of April last in the Sloop called the Raaff
under Danish Colours and which he verily believes
to be French property. — That on the Nineteenth of May
he was applied to by Colonel Nixon who produced an
order from the Madras Government by Virtue of an
opinion given by their Attorney General to restore those
Bales, to the French Merchants of Pondicherry — That
the said Wm Mears is not sufficiently satisfied with
the opinion of the Attorney General, and therefore most
solemnly protests against the detention of the said Bales,
and against all risk and damage that may happen
from such detention and Relanding of the said Bales
as well as for the value thereof. being well satisfied
that those Bales are illegal prize and of Course the
property of himself and Ships Crew; he therefore releases
them only at the request of Colonel Nixon who engages
to be accountable, and receives them in trust, until
a decision in a Court of Admiralty is given Thus
done and protested in Pondicherry the day and year
first above written. In the presence of — John

Baillie

1269 Fort St George 28th April 1795

Baillie subscribing Witness thereto. -

(Signed) E. Nixon Coll
Commanding at Pondicherry

Witness's
(Signed) Tho.s Conway
John Baillie

Wm. Mears

To Colonel Nixon
Commanding Pondicherry

Sir,

We have just been informed by Mr. Danzas of your intentions to acquiesce in the Demand we had charged him to make of you the 19th Inst respecting the Inspection of the Bales seized by Captain Mears on Board the Danish Sloop the Ruaff and deposited by him at the Custom house of this Town, we hasten to offer you our acknowledgements therefore. -

In consequence of the Account which Mr. Danzas has also given us, of the measures that Captain Mears has taken with you to prevent the delivery of the said Bales, in conformity with the orders of the Government of Madras, we think it our duty on the other hand to demand once more the execution of the order that concerns us. - In the event of your not being able to comply with our request, in consequence of the protest made by Captain Mears between your hands

we

12 70

Fort St George 28th April 1795

we request you will pleas to allow us, that we also lodge a protest between your hands of the said Bales not being delivered over until such time as the business shall be finally determined on and to allow us to take all the measures in which we may deem expedient to presence our right —

We request that you will have the Goodness to Honor us with an answer —

We are with respect
Yr & Sr

Pondicherry
the 30th May 1795

(signed) De Bury Joannes & Co.
Lagrenee
Danzas
La Tosier
P. Coolon. white Geolin & Co.

M.r Danzas
Pondicherry

Sir,

We have been informed that Captain Stears, commanding the English Ship Favorite has seized in the Road of Pondicherry, the Bales which we shipped to your consignment on board the Danish Sloop Asoff. Captain Prins, we pray you to make opposition in our name, so as that the Bales may not go out of the depository where they have been placed until the Council of Madras, to whom we have sent our Complaint on the attack made upon our property, shall have decided

1271

Fort St George 28th April 1795

decided upon it.

We have the honor to be
Yr. Hble
(Signed) Sanvages & Comy

Yanam
1st May 1794.

A true Copy, conform to the original remaining in my hands. at Pondicherry 10th May 1794.-

(Signed) Danzas

M. Julius Griffiths.
Pondicherry.

Sir,

I annex to this the exact copy of a Letter from Messrs Sanvages and Company of Yanam of date the first of this month its object being to require me to make application in their name to the delivery of the Bales deposited in your hands by Captain Mears until the Council of Madras have determined in regard to it, I have conceived that a similar step on my part would be sufficient to inform you of my Commitants, employers on this subject and I believe that you will consider these presents, as if cloathed with the formalities usual in similar cases I beg that you would honor me with your answer and to believe me to be sincerely-

(Signed) Danzas

Pondicherry
10th May 1794.

P.S.

1272

Fort St George 28th April 1795

P.S.

Messrs Savages & Co. have loaded on Board the Raaff 15 Bales marked **P I+I** Nos 175 to 189 and two (Bale) small Packages with the same mark Nos 1 & 2 D. a.

To Captain Mears

Commanding the Ship Favourite in the Naval and Marine Services of the Honorable United Company of Merchants of England trading to the East Indies.

Sir,

I am directed by the Honorable the President in Council to acquaint you, that having confirmed his former resolution for the delivery of the Bales seized by you on the Roads of Pondicherry, to the Persons to whom they were consigned, he has sent orders to Colonel Nixon to deliver them up accordingly — you have been already informed that the French Merchants concerned in this transaction had the sanction of the British Government, and consequently that their property cannot be liable to seizure or detention by any Person acting under its authority.

I am &c &c

(Signed) W C Jackson Secy

To

Fort St George
18th June 1794.

1273

Fort St George 28th April 1795

To Colonel Nixon

Commanding at Pondicherry

113

Sir,

The Honorable the President in Council being decidedly of opinion that the Bales seized by Captain Mears, in the Roads of Pondicherry, should be delivered up to those to whom they were consigned, the Property having been secured to them, by the British Government

You are hereby directed to deliver them up accordingly, and for so doing, This shall be your sufficient Warrant

Fort St George
18th June 1794

Sam Tho Jno

Signed W. C. Jackson Secy

It appears from Mr Attorney Generals own account that he takes his information from the Frenchmen only. It is likewise very apparent that he has put the Yanam agents in the room of the Pondichery Merchants without adverting to the Memorial sent to Sir Charles Oakeley by the Pondicherry Merchants who declare the property to be French and that the Funds for procuring it had been lodged before the war, by them

(The

Fort St George 22d April 1795

(The Pondicherry Merchants) in the hands of their agents at Yanam. The Pondicherry Merchants, in their Memorial No 3. acknowledges the Sloop Raaff to be Danish, calling her the Danish Sloop Raaff. Forgetting that in their Memorial No 2. they deny that the Sloop Raaff is Danish and that she cannot be considered in any light, but as Country Craft. — The Pondicherry Merchants are undoubtly the Proprietors, and the Yanam Merchants their agents, The Pondicherry Merchants seems conscious of the transaction being illegal, as must appear from their subterfuges and contradictions used in their Memorials (which seems to have escaped Mr Attorney Generals notice) in one of which No 2. They acknowledge part to belong to the Merchants at Yanam, the remainder to themselves. — The Capetulation of Pondicherry says no more than, That Private property shall be secured to the Inhabitants. — The order to Colonel Floyd is afterwards sent from the Madras Government to prevent the Pondicherry Merchants from trading, except under the restriction therein mentioned, as it was found the Danes was the carriers, and the French at Pondicherry was carrying on a

great

Fort St George 28th April 1795

greater trade at that time, them before the Capitulation, which never could be the intention of Government. As the extract of the Madras Government Letter to Colonel Floyd mentioned in the memorial N° 2. is the strongest proof against them, It says the Pondicherry Merchants are not to have any concern in ships belonging to any neutral European Power, on the Breach of which restriction, the seizure was made The Capitulation of Yanaon has nothing to do with this business; the French there being granted every priviledge that the English enjoys. — —

Additional instructions from the King and Privy Council to the Navy and all Commissioned Ships. That they shall stop and detain all ships Laden with goods the produce of any Colony belonging to France or Carrying provisions

Fort St George 28th April 1795

provisions or other supplies for the use of any such Colony and shall bring the same with their Cargoes to Legal adjudication in our Courts of admiralty.-

By his Majesty's Command.-

(Signed) H. D.-

By the Commissioners for executing the office of Lord high admiral of great Britain and Ireland.-

The Right Honorable Henry Dundas one of the Kings Principal Secretaries of State having transmitted to us an additional Instruction under his Majesty's Royal Signet and sign manual dated the 6th of November 1793 to the Commanders of his Majestys Ships and Vessels of war and Privateers that have or may have Letters of Marque against France, to stop and detain all ships laden with goods the produce of any Colony belonging to France or carrying provisions or other supplies for the use of any such Colony and to bring the same with their Cargoes to Legal adjudication in his Courts of Admiralty.-

We send you here with an

attested

1277

Fort St George 28th April 1795

attested printed Copy of the said additional Instructions
and do hereby require and direct you to pay the
strictest regard and attention thereto given under
our hands the 23d November 1793.-

(Signed) by Three of the
Lords of the Admiralty:-

Resolved that the foregoing opinions be
transmitted to the Attorney General and that he be desired
to state whether they are of a nature to induce any
alteration in the sentiments contained in his letter under
date the 12th may 1794.

" J Roberts
" Wm Saunders
" A Fanshawe

Examined
Edwd Robt Hargrave

1278 Fort St. George April 1795

29

Diary

Received the following Letter

The Right Honble Lord Hobart

President and Governor in Council

of Fort St. George

My Lord,

Auditor Generals Report on the Pay Estimate for May

Having examined the Estimate of the Military Paymaster General for the Month May 1795, I have the honor to report, that the Sum of Two Lacks, thirty Eight thousand and Ninety Nine Pagodas, fifteen Fanams, and Sixty four Cash / Pagodas 238,099. 15. 64 / is required for the Payment of such Military Charges as become due upon the first of the ensuing Month Viz.t

From the General Treasury	151,529. 5. 74
By Bills upon the Military Paymaster General	86,570. 9. 70
Pag.s	238,099. 15. 64

I m

1279

Fort St. George 29 April 1795

29

In examining the Estimate of Mr. Cooper Paymaster in the Tschapore & District, there appears an Error of three hundred and Sixty Pagodas / Pagodas 360 — / in extending pay and allowances on account of the 18th & Battalion Native Infantry, which I have deducted from the Total Amount of that Estimate, and as I observe, that a second exceeding by upwards of a thousand Pagodas, the pay and full Batta of a Native Battalion is estimated for the 26th that amount is likewise deducted, as no particular cause has been assigned or occurred to myself for the excess.

I have the honor to be
Sir
Your most obedient
humble Servant
/Signed/ Henry Malcolm
Mily and Adjt Genl

Military Auditor Generals Office
Fort St. George 29th April 1795

The Right Honble Lord Hobart
President and Governor in Council of
Fort St. George

My Lord,

Ditto upon ditto for the Grain and provision department.

I have the honor to acknowledge the receipt of Mr. Secretary Jacksons letter of 21st instant, with the estimate of the supplied Disbursements in the Department of the Acting Commissary

1280 Fort St. George, April 1795

29 Commissary General of Grain and Provisions for the Month of May 1795, and to report thereon as follows

Expected Disbursements at Madras	166	41	40
Chingleput &c.	200	16	64
Vellore &c	71	12	—
Tanjore	12	30	—
Palamcotah	15	31	40
Baramahl	119	—	—
Ellore	367	34	16
Chicacole	3000	—	—
	Pagodas 3953	14	—

From the total Amount of expected Disbursements as above stated the acting Commissary General of Grain and Provisions deducts the sum of Seventy one Pagodas, twelve fanams /Pag.s 71.12.—/ as not ispeable from the Treasury at the Presidency, but payable out of the expected receipts from the Collectorates &c. in the Departments at Vellore, Amboor and Arnee, consequently the amount ispeable from the Presidency on account of Disbursements for May 1795, as per Estimate of the acting Commissary General of Grain and Provisions, is three thousand Eight hundred and Eighty two Pagodas twenty eight fanams /Pag.s 3882.28/

I have the honor to be
&c. &c.
/Signd/ Henry Malcolm
Mily and Dy Genl

The

Military Auditor General's Office Fort St. George 29th April 1795

1281 Fort St. George 11 April 1795

By

The Right Honble Lord Hobart

President and Governor in Council

of Fort St. George

My Lord,

I have the honor to report as follows upon the General Estimate of the acting Principal Agent for Draught Bullocks for the Month of May 1795, accompanying Mr. Secretary Jackson's letter of 21st instant.

Ditto upon Ditto for the Bullock Agency

Expected Disbursements at Madras	1288.7/8.24
Chinglepat, Ponnaceil & Pondicherry	110.—
Arnee Vellore and Ambore	15.—
Palamcotah	435.26.60
Baramahal	100.—
Ellore	330.—
Cheeacole	3600.—
Ichapore District	20.—
Hydrabad Detachment	158.38.—
Pagodas	6158.6.24

From the total amount of the expected Disbursements as above stated, the acting Principal Agent for Draught and Carriage Bullocks deducts the following Sums as not procurable from the General Treasury

2p

20
858

Fort St George 29th April 1795

29 at the Presidency, both payable from the Subordinate Treasuries, for which Bills will be drawn upon him, and Transferred through the General Treasury.—

Vellore	15.—
Baramahal	100.—
Ellore	330.—
Ichapore District	20.—
Hydrabad Detachment	858.38.—
Pagodas	1323.38.—

Consequently the amount payable at the Presidency as per Estimate of the acting Principal Agent for Draught and Carriage Bullocks for May 1795, is four thousand, Eight hundred and thirty four Pagodas, Ten fanams and four Cash Pagodas 4834.10.4.—

Military Auditor Generals office
Fort St George 29th April 1795

I have the honor to be
Sir &c. &c.
Signed Henry Malcolm
Mily Aud. Genl.

30 Sent the following letter

To the Honble Sir John Shore Bart.
Governor General in Council
at Fort William

Honble Sir,

We have the honor to transmit Copy of a letter from Lieutenant Forbes, the agent

To Bengal - requesting that Lieutenant Forbes may be permitted to draw Bills on them and Bombay - on account of his purchases of Rice.—

Fort St. George April 1795

30 agent for the purchase of horses at Hydrabad;
and as it appears therefrom that the Company
must suffer a very considerable loss, if a Latitude
be not given to the Agent to draw Bills
occasionally upon your Government and that
of Bombay; and that the present moment
seems favorable for procuring a large supply
of horses for our Cavalry, we request you will
give us permission to authorize Lieutenants
Forbes, to draw upon either of the Presidencies,
as the exchange may be most favourable.

We have the honor to be
&c. &c. &c.
(Signed) Hobart & Council

Fort St. George
30th April 1795

To Colonel Henry Malcolm

Military Auditor General

Sir,

To Military auditor General in the subject of the pointe of Sport between the Commandant and Paymaster at Madura

I am directed by the Right Honorable
the President in Council to acknowledge
the receipt of your letters dated the 14th and 28th
instant, and to acquaint you that, as the orders
of Government of the 27th September 1786, as
and

1284 Fort St George 29th April 1795

30 and 25th January 1788, expressly enjoin that all Bills of charge for Barrack articles shall be countersigned by the Commanding Officer, you are to continue to reject such as have not been certified according to the regulations in force.

There was certainly a very great impropriety on the part of Mr Vaughan, in the insertion of any item on the sheet of paper, after the Commanding Officer's Signature had been fixed to it- but as it does not appear that the Bill itself, which had been subscribed by Major Gowdie had undergone any alteration- as the Paymaster asserts in explanation, "that his Barrack Accounts had been forwarded in one uniform manner from the time of his first praying the Barrack Master South of the Coleroon;" and as you have observed that "the subject matter of the charges retrenched upon, "for want of the Countersignature of the Commanding Officer, is not objectionable under the Barrack Regulations" the President in Council is willing to believe that under all these circumstances Mr Vaughan had no intention of unjustly proceeding in what he did.

Sam Fs. Fs.

Fort St George
29th april 1795

(Signed) H.G. Jackson Secy

To

1285 Fort St. George 1st April 1795

30

To Major Dunwoody
Commanding the Troops in the
Vezianagrum Zemeindary

Sir,

To Major Dunwoody appointing him to command the force in the Vizagapatam orders relative to requisitions from the Collectors, and upon other points.

The Right Honorable the President in Council considering that the restoration of Tranquility in the Vezianagrum Zemindary is of the most essential consequence to the Company's interests, and that no means are more likely to effect it, than leaving with you the entire management of the service, his Lordship has appointed you until further orders to the Command of the Force in the District, and has also suspended the order by which the Troops were rendered liable to the requisitions of the Collectors.

But altho' his Lordship looks upon the termination of the disturbances as the first consideration, he would have you pay due regard to the protection of the Crops, and comply with every application of the Collectors that may not be inconsistent with the object in view.

It

1286 Fort St. George 29th April 1795

30

It would be desirable to
apprehend the persons, if possible, of the Polundah
Rajah, and of Mucky Royal Bopaul Rauze; and
if the two flank Companies of the European
Battalion lately sent from hence, can be useful
in this or other service, you will of course employ
them. The President in Council has every
reliance on your Zeal, prudence, and ability in
the measures to be pursued for restoring the peace
of the District, and doubts not of your bringing
them to a speedy and successful issue.

It is Lord Hobart's wish to
particular directions to you on no account
to suffer any person under your Command
to have communication or connection with
any of the Natives, and he confidently relies
on your Watchfulness and attention to this
point as one upon which the restoration
and Maintenance of Tranquility will
very much depend.

Fort St. George
29th April 1795

I am &c. &c.
(Signed) W. C. Jackson Jr.

Dispatched

1287 Fort St. George. April 1795

30

Dispatched the undermentioned

letters entered in M: B: Nos. 163. 164. 165. 166.

To Acting Commissary General

To Mr. Rawson of Grain and Provisions – the proposal for delivering

Pasdy at Arnee to be accepted.

To Military Auditor General –

To Colonel Malcolm with Copy of an Affidavit made by Captain [illegible]

Chalmers, and directing payment of the Balance

due to him. Lieutenant Colonel Campbell to draw

the allowances of a Major of Cavalry / without a

Regiment / upon Command

To Military Board – the repairs

To Military Board at Masulipatam and Guntoor – may be ordered

To Commandant at Pondicherry

To Lieutenant Colonel Sterling to state what allowance should be made to

the French Veterans – and the proposed retrench-

=ments in the Military List – Mond.r Beaufet

to be offered the Police office, vice Fearon

May 4th Rcd the undermentioned letters

Entered in M: B: Nos. 1. 2. 3. 4. 5

From Secretary at Bombay

From Mr. Morris with Copy of a letter from the Supravisor

of Malabar.

From

1288 Fort St George 11 May 1795

From acting Commissary General
of Grain and Provisions – proposing that the
From Mr Thurdon Store of Paddy for Guntoor be encreased to 600
Garce and that for Bellumconda be
reduced to 10 Garce – also that Mr White
be permitted to hire a Godown at Guntoor

From Messrs Porcher
Redhead & Co – stating the particulars of
From Mr Porcher Redhead & Co the Claim of the late D. Drake, upon
the Company for two Houses on Hog Hill
and requesting that Certificates for the
amount of that property be not granted
to Mrs A. Shawe, or any other person,
until the issue of the Decrees of the
Mayor's Court and Court of Appeals be
known.

From Major Dunwoody – intends
From Major Dunwoody to proceed against Curpaum.

From Ditto – having possessed
From Ditto himself of Curpaum, – shall proceed to the
Pass amongst the Hills, which the
Polcondah Rajah has retreated to.

Sent

1289 Fort St. George 1 May 1795

2

Substance of letter to the Nabob

Sent letter to the Nabob Entered in C. C. Wt. Bt. transmitting another representation from Captain Maclean on the subject of his Detachment - and apprizing his Highness that the extra Expence thereof is to be paid by Conformably with the Treaty. —

3

Entered in Mr. B. Nos. 6. 7. 8. 9. 10. 11. 12. 13. 14. —

Sent the undermentioned letters

To the Attorney General —

To W. Sullivan

transmitting Copy of a letter from Bengal, and its enclosures from the Superintendant at Chandernagore - and desiring to state what powers should be delegated to the Judges at Pondicherry and his opinion on the case of the Siccas Lacquet. —

Do Ditto - referring for his

To Ditto

opinion a letter from Captain Mears — with some opinions of the Law Officers in Bengal relative to the Seizure lately made by him of the French Boats in the Roads of Pondicherry

Do

1290 Fort St George. May 1795

3

To Secretary at Bengal—

To Mr Kay — with copies of the General Letters to England

To Rockingham—

To Ditto — with Copy of his

To Ditto — May 1795 Intelligence.—

To acting Commissary General

To Mr Shardon — of Grain and Provisions — with Copies of the Auditor

General's report upon his Estimate for May—

To Military Paymaster General

To Mr Roebuck — with Ditto — Ditto.—

To Board of Revenue — with

To Board of Revenue — Copy of the letter written to Major Dirom noted

above noted.—

To Clerk of the Treasury —

To Clerk of the Treasury — with orders to issue to Mr Roebuck the amount

of Military charges for May.—

To Ditto — with Similar

To Ditto — orders for Mr Shardon's Departments.—

Received the undermentioned letters

4 Entered in Dr B. Nos 15. 16. 17. 18. 19. 20. 21. 22.—

From acting Commissary General

F From Mr Shardon — of Grain and Provisions — submitting a proposal for

delivering 1700 Garce of Paddy at Masulipatam

From Ditto — Submitting their

F From Ditto — offers made at Vellore.—

Transp

1291 Fort St. George 11th May 1795

4

From Commandant in the Guntoor Circar - relative to some deserters from the 36th Battalion who were Seized, but afterwards rescued at Nelgungah, by a Party of the Nizams Sepoys.

From Lieutenant Colonel Wynch

From Ditto - of the Nizams Detachment with Copy of his Correspondence.

From Major Roberts

From Military Board - reporting on the Petition of Shaik Murah Subadar - and Rangapa Sepoy - Mess.rs Dring, Gordon, and Lushington make a tender of Salt petre - recommend the repair of the Gun Carriages at Tanjore - Estimates &c.a thereof enclosed - opinion on Lieutenant Colonel Sterlings charge for Carriage of the Stores of the 74th Regiment - Shot Copper for repairing the Powder Mills not to be procured - suggests a Substitute - Stores provided in april, May, June and July examined.

From Military Board

From Commandant at Pulicherry reporting the state of the Cantonment at Secundermalley - suggestions in Consequence.

From Colonel Floyd

From Ditto - requests Mr. Sullivan may be ordered to send to the Committee about to Sit here, the original Rolls of Claimants to the 2.nd Dividend of Negapatam Prize Money - requests the Court attending the Nabobs Son, now at Chepauk may be ordered to Return.

From Ditto

From Major Dunwoody reporting his operations.

From Major Dunwoody

Mv

1292 Fort St. George 5th May 1795.

At a Consultation

Present

The Right Honorable Lord Hobart

Governor President

Edward Saunders Esqr.

and

Ernst William Tallofield Esqr.

Tuesday 5th May 1795.

Minutes of last Consultation read and approved.—

Read the following Letter from Colonel Braithwaite with its Enclosures Entered in Sl. B. Nos 23.24.25

To the Right Honorable Lord Hobart

Governor in Council &c. &c. &c.

My Lord,

From Colonel Braithwaite enclosing Correspondence from Masulipatam Opinion relative to requisitions from the Collector there for Troops the Officers of the 6th Company Battalion request that Half Batta may be continued to them at Masulipatam and Captain Lieutenant Pittard claims Allowances—

Altho' no official accounts have as yet, as far as I know reached the Presidency, nor has any letter reached one, yet there are well & authenticated accounts in the hands of several Gentlemen that Pirigottam has been taken, but &

that

Fort St George 5th May 1795

that every person in the Fort had left it before the party ordered for the Assault had reached the top of the Breach, or Captain M.Neile with his Battalion the gate of which he was moving to entercept them.—I sincerely hope that the reduction of this place will produce some good effect, tho' I must be of opinion that till the system of defending the Crop to the interruption of offensive measures is laid aside, no very great impression can be made. Had the expedition under Captain Cox in the Southern Part of the District (which was obliged to be laid aside on account of the requisitions for Troops for defence of the Crop) gone on, at the same time that offensive measures were carrying on in the Northern Part it might have given a severe blow to the Rebellious Chiefs with whom all the disturbance originates; and in my Opinion the measure would have been much more for the solid advantage of the Company that any Partial defensive measure—under such Circumstances something must be sacrificed, and the great object on every account is, that the Troops should be so employed as to awe the Insurgents into

1294 Fort St. George 5th May 1795.

into submission, which I fear is not to be expected but by some settled System, to which Perhaps it may be better that other considerations should for a time submit - did not the credit of the Troops much depend upon the manner in which they are employed, I should not presume to offer an opinion but as that is so much the case I cannot but call your Lordships serious consideration to the very embarrassed situation of an Officer subjected to repeated and varying Requisitions. - I have before had the honor to lay some Correspondence before your Lordship which tended to shew how matters were circumstanced; and I cannot but now trouble you again with what I have lately received, evincing that matters are still going on in the same train

I have the honor also to lay before your Lordship a letter addressed to you by H.M. Lieutenant Colonel Wiseliffe &c. Officers at Masulipatam and when I recollect, that for these Thirty years one of the Company's European Corps has been on half Batta in the Circars, while one used also to be to the South of the

Collerroon

1295 Fort St. George 5th May 1795.

Colleroon, I cannot but be an Advocate with your Lordship in behalf of the Service, so far as to solicit that the removal of the Corps from Ellore to Masulipatam may not be attended with the loss of their half Batta. The granting the half Batta to them will be no encrease of expence, and would prove extremely grateful to the Officers removed from Ellore who have it to the Officers removed from Ellore who have incurred some expence, and most of them some loss, while it would be a saving also to the whole Establishment, who from long custom have considered the Northern Circars as an half Batta situation for one of the European Battalions.—

I have also the honor to lay before your Lordship a letter I have received from Captain Lieutenant Brudnel of the Cavalry who was some years ago Invalided in consequence & posted to an Invalid Infantry Company, there being no incorporated Invalid Cavalry, and on this he lays his claim to the Allowance granted from the Off reckoning fund to Invalid

Infantry

1296 Fort St. George 5th May 1795.

Infantry Captains.—

He, being the single instance I believe of an Invalid Cavalry Captain which has occurred, has never been thought of by the Committee Assembled for the distribution of the Off-Reckoning fund, and I do not hesitate to submit his letter and Case to your Lordships candid Consideration.—

I have the honor to be with great respect &c. &c.

Head Quarters Choultry Plain April 27th 1795.

signed John Brathwaite

P.S.

Just as I was closing this letter I received one from Major Dunwoody in which he informs me that he has written to your Lordship by the same Dapal.

signed J.B.

Minutes thereon

Resolved, that the request of the Officers of the Regiment lately removed from Ellore to Masulipatam, respecting the continuance of ½ Batta, be, for the present, acquiesced in—but that it be not extended to any other part of the Garrison of Masulipatam.—

A

W 9

1297 Fort St. George 5th May 1795

As the regulations do not provide for the Case of Captain Brudnell, the Board cannot admit his claim to a share in the off-reckoning fund.—

Read the following letter from the Agent to the late Contractors for Draught and Carriage Bullocks.—

To William Collins Jackson Esqr.
Secretary to the Military Department

Sir,

From Mr. Cockburn — enclosing an Account Current of Advances made by the late Contractors for Bullocks, and requesting payment of the Balance due — with Interest.—

I have the honor to transmit to you for the purpose of being laid before the Right Honorable the Governor in Council, an attested Extract from the Agents Books No 1. shewing the Advances made by the late Contractors for draught and Carriage Bullocks acting as Agents for the Company, the Disbursements contained in the Agents Books having been Sworn to by me, in conformity with the Resolution of Government dated 17th October 1791 Acceded to in my Letter to Government under date 23rd December 1791.

In my Letter to Government under date the 10th October 1792. I stated the Balance due, and included the Amount in the Estimate of Cash required for my Department to complete the Payments and Arrears to the 31st of that Month, but as the Contractors Accounts had not then passed the Office of Audit no order for

Payment

1298

Fort St. George 5th May 1795

Payment I sued, and I was informed on the 10th of November that the Governor in Council would make such Advances as he thought immediately necessary for Current Charges and Arrears from which period I sues were only made for the Current disbursements.—

The Accounts of the Contractors having finally passed Audit, I enclose No 2. the Account Current of Advances made up with Interest from the respective dates to 31st December 1792 at 8 per Cent, and from 1st January 1793 to 1st Instant, at 6 P Cent; the Current Interest of the respective periods, and have to request Payment of the Balance of Pagodas 10,448.. 12.. 74 —being

Sam,
Sir,

Your most Obedient Servant,

Signed Thomas Cockburn
for myself, Captain James Campbell, and the Estate of the late Lieutenant Col: Joseph Morehouse late Contractors for Draught and Carriage Bullocks.—

Madras
27th April 1795.

Advance

1299

Fort St. George 5th May 1795.

Advance by the Contractors for Draught and Carriage Bullocks acting as Agents for the Company..

To Cash which appears Repaid to the Contractors in the Agents Books standing under the above Head—

1791			
July	"	To Cash	203.28.24
August	"	To Do	447.35.—
September	"	To Do	29.3.60
October	"	To Do	1167.3.32.
November	"	To Do	6574.30.29
December	"	To Do	1183.35.70
1792			
January	"	To Do	196.— —
February	"	To Do	6363.20
March	"	To Do	886.— —
April	"	To Do	13,457.37.10
"	"	To Sundry Accounts	139.1.68.
			24,522 8.23.
		To Balance due 30th April 1792	34331.5.44

Pagodas 58853.1367

I do Hereby Solemnly Swear that the Disbursements in these Books were bona fide and to the best of my knowledge and belief no indirectly any Advantage whatsoever from any part of the Disbursements per Month therein included— So help me God.—

Fort St. George 1st Octr 1794

Sworn to before me / Signed / James Call
Senior Alderman

A true Extract from the
(Signed) J. H. Skardon—

Advance by the Contractors &c. 92

1792			
October	"	To Cash Paid them	3400.— —
		To Balance Standing due Under this Head 31st March 1795	30931.5.44
		Pagodas	34331.5.44

true Extracts from the
(Signed)

1300 Fort St. George 5th May 1795.

Dr Contra ..... Cr

By Cash Credited in the Agents Books as Advanced by the Contractors on Account of the Company Standing under the above Head.—

1791				
March	"	By Cash	1106	17.50.
April	"	By Do	3878	3935.
May	"	By Do	8291	3073.
June	"	By Do	27,855	" 71.
July	"	By Do	15,267	41.10.
October	"	By Do	2453	9.68.
		Pagodas	58853	13.67

by Me as Agent for the Contractors Acting as Agent for the Company Contained in this Account and that I have not received nor exclusively made for the public Service and that I shall receive directly or Indirectly more or Less than the Sum of Six Hundred Pagodas per Month as Salary or Allowance of Any Kind whatever Contained in this Account and except my Salary or Allowance of Six Hundred Pagodas per Month as Agent for the Contractors Acting as Agent for the Company.—

(Signed) Thomas Cockburn
Agent for the Contractors Acting
as Agent for the Company.—

Books of Comy Office
Actg. Pd. A. D. 86 13.

13. Standing in the Books of the Commissary General

1792.				
May	1.	By Balance forward	34331.	5.44.
		Pagodas	34,331.	5.44.

Dr

Books of Comy Office
J. H. Wardon Actg. Comy. Genl. C. W. P.

1301. Fort St. George 5th May 1795.

Dr. The Honorable Company in Account

1791				
March	31st	To Cash Advanced this Month	1106. 17. 50.	
April	30	To Do	387[illegible]. 8. 39. 35.	
May	31st	To Do	829[illegible]. 30. 73.	
June	30th	To Do	27,8[illegible]. 55. 71.	
July	31st	To Do	15,[illegible]67. 41. 10.	
October	31.	To Do	2453. 9. 68	
			58,853. [illegible]3. 67	

1793
January 1st To Interest Account at the rate of Eight Cent P Annum on the above Sums from their respective dates to this day Viz.t

On	Pr 1106. 17. 50	for 1 Y 276 D.s	153. 16. 27	
	3878. 39. 35.	1 Y 246 Do	519. 17. 20.	
	8291. 30. 73.	1 Y 215 Do	1,054. 3. 13	
	Do 27,855. 71.	1 Y 185 Do	3357. 31. 13.	
	Do 15,267. 41. 10.	1 Y 154 Do	1736. 28. 74.	
	Do 2453. 9. 68.	1 Y 62 Do	229. 21. 46.	

1795
April 1st To Interest due on the Balance of Principal of this Account of Pag.s 30,931. 5. 44. from the 1st January 1793 to this day being 2 Years and 90 Days at the rate of Six P.ct P.r Annum ..... 4,169. 9. 5.

1222. 1. 38.

Star Pagodas 70,075. 15. 25.

Madras 1st
E. E.
Signed

1302 Fort St. George 5th May 1795.

Current with The Contractors Acting as Agents for the Company ... Cr.

1791				
July	31st	By Cash Received this Month		203. 28. 24.
August	31st	By ... Do.		447. 35. "
September	30th	By ... Do.		29. 3 60.
October	31st	By ... Do.		1167. 3. 32.
November	30th	By ... Do.		6174. 39. 29
December	31st	By ... Do.		1183. 35. 70.
1792.				
January	31st	By ... Do.		196. " "
February	28th	By ... Do.		636. 33. 20.
March	31st	By ... Do.		886. " "
April	30th	By ... Do.		13,596. 39. 28.
October	31st	By ... Do.		3,400. " "
				27922. 8. 13.

1793 January 1st By Interest Account at the rate of Eight P.Cent P.Annum on the above Sums from their respective dates to this day Viz.t —

On Pag.t	203. 28. 24.	for 1 Yr. & 154 Days		23. 4. 73.		
Do.	447. 35. "	1 & 123	Do.	47. 32. 14.		
Do.	29. 3. 60.	1 & 93	Do.	2 33. 14.		
Do.	1167. 3. 32.	1 & 62	Do.	109. 8. 14.		
Do.	6174. 39. 29.	1 & 32	Do.	537. 11. 35.		
Do.	1183. 35. 70.	1 & 1	Do.	94. 35. 20.		
Do.	196. " "	335.	Do.	14. 11. 6		
Do.	636. 33. 20.	307.	Do.	42. 30. 68.		
Do.	886. " "	276.	Do.	53. 21. 39.		
Do.	13,596. 39. 28.	246.	Do.	733. 4. 41.		
Do.	3400. " "	62.	Do.	46. 7. 24.		
					1704. 36. 8.	
					29627. 2. 31.	
					40,448. 12. 74.	

1795 April 1st By Balance due by the Honorable Company ..... Star Pagodas 70075. 15. 25.

April 1795.

Thomas Cockburn
for himself Captain James Campbell, & the Estate
of Lt. Col. Joseph Moorhouse late Contractors for draught
and Carriage Bullocks —

Resolved

1303 Fort St. George 5th May 1795

Resolutions thereon

Resolved that an order be given on the Treasury for Payment to the late Contractors for Draught and Carriage Bullocks of the Sum of thirty thousand nine hundred and thirty one Pagodas five fanams and forty four Cash (30931.. 5.. 44) being the balance due by the Company on the 10th October 1792.

With respect to the claim for interest, the Board do not conceive they would be justified in admitting it, unless the balance of principal had been with-held beyond the period when the Accounts of the Contractors had finally passed the Office of the Military Auditor General. The heavy expence which the Company would sustain, were it admitted that all balances should bear an interest during the period of Audit, renders it highly inexpedient to accede to the present demand, without the Authority of the Court of Directors.—

Ordered that the above opinion be communicated to Mr. Cockburn.—

Read the following letter from the Adjutant General.—

From Adjutant General proposing promotions in consequence of the death of Colonel Fraser.—

To William Collins Jackson Esqr.
Secretary Military Department

Sir, Colonel Brathwaite has directed me to request you will signify his recommendation to the

1304

Fort St. George 5th May 1795.

To the Right Honorable the President in Council

That the following promotions may be ordered to

fill Vacancies on the Establishment. — —

Lieutenant Colonel Joseph Beleiffe to be Colonel

vice Fraser deceased, date of Commission 27th April 1795.

Major Francis Gowdie to be Lieutenant

Colonel - vice Beleiffe promoted, date of Commission

27th April 1795. —

Captain John Cox to be Major vice

Gowdie promoted - date of Commission 27th April 1795.

Lieutenant Thomas Meulk to be

Captain of a Company vice Cox promoted date of

Commission 27th April 1795.

Ensign Richard Marriot to be Lieutenant

vice Meulk promoted date of Commission to be

settled hereafter. —

I have the honor to be,

&c. &c.

(signed) B. Close

Adjt. Genl. of the Army

Fort St. George

4th May 1795.

Ordered that the promotions

be made. —

Read the following Letter from

Colonel Braithwaite. —

To

1305

Fort St. George 5th May 1795.

To the Right Honorable Lord Hobart

Governor in Council &c. &c. &c.

My Lord,

From Colonel Braithwaite recommends Captain John Forbes for the Command of the 26th Battalion vice Cox, promoted - Mr Swartz's Charge for the Repair of the Church at Tanjore submitted

The Adjutant General has been desired by me to report the death of Colonel Fraser Commanding the Northern division of the Army, which happened on the 27th Ultimo, and to give in thro' Mr Secretary Jackson the names of the Officers who in succession succeed to promotion. The Command of the Northern Division devolves of course upon the next senior Officer on the Spot for the Present, and it rests with your Lordship in Council to determine, whether it shall remain with him (Lieutenant Colonel Bidcliffe) who succeeds to the Rank of Colonel by the death of Colonel Fraser or whether you will nominate any Colonel Senior to him to it.

By the promotion of Captain Cox for the rank of Major, the Command of the 26th Batt.n of Native Infantry now Stationed in the District of Vizagapatam, becomes vacant for the Command of that Battalion I think it my duty to recommend Captain James Forbes at present Commanding a Flank Company in the Fourth European

Battalion

1306. Fort St. George 5th May 1795.

Battalion at Masulipatam, as he is perfectly well qualified for the Command of a Native Battalion as well as a meritorious Officer in every Respect — —

I beg leave to trouble your Lordship with an Extract of a Letter I have received from the Reverend Mr. Swartz at Tanjore, which I have the honor to enclose — The Church in the Little Fort of Tanjore was not erected at the Publick Expence, but by an Individual on the Subscription of Individuals — I was nevertheless constrained in the year 1781 to possess myself of it and fill it with grain, as the Place was threatened with a Siege by Hyder Ally, and what Mr. Swartz states on the subject is truely correct. I was myself captured early in 1782, and as nothing had called for to require it, I certainly did not state any thing to Government on the subject of what passed between me and Mr. Swartz upon the occasion — The Church was continued to be occupied as a Granary throughout all that War, and I am convinced that Government will not hesitate to make this small compensation for the use of it — and one only surprized that Mr. Swartz did not

1307 Fort St. George 5th May 1795.—

not earlier apply to me when the Charge was rejected in Mr Strange's Accounts, which would naturally follow if no other authority was produced that the request of Mr Swartz for incurring the expence.—

I have the honor to be with great respect,

&c. &c.

Head Quarters
Choultry Plain
May 4th 1795.—

(Signed) John Braithwaite

Extract of a Letter from the Reverend Mr Swartz to Colonel Braithwaite dated April 30th 1795.—

If you remember in the year 1781 over the Church there was taken possession of by you to be used as a Paddy Godown—you Sir proposed that Government should pay a certain Sum of Money for the loan of it, but I thought that our taking Money might become a joke therefore I begged that the Honorable Company should order their Servants to repair whatever might need a repair viz the Benches or Windows.—

This proposal pleased you, but I am afraid that Government never was addressed on the Subject—

Therefore when the Windows needed Repair I intreated Mr Strange would repair them fully & trusting that Government would allow the Charge

but

1308 Fort St. George 5th May 1795

but I found myself disappointed. Mr Strange laid out 25 Pagodas and put it in his Account but he was obliged to repay it. — —

I leave it entirely to your consideration whether Government should be made acquainted with that transaction or whether we should pass it over. —

I am &c.

(Signed) W.m Wilson
Secy

Captain Tate appointed Commandingly —

Agreed that Captain James Forbes be appointed to the Command of the 26th Battalion of Native Infantry — vice Cox promoted. —

Read the following letter from Lt.-Col Captain Robert Bell. —

To The Right Honorable Lord Hobart
Governor in Council &c. &c. &c.

My Lord,

From Captain Bell requesting that the Attestation, required in regard to his charge for repair of Tents and setting up Platform Canto. —

I am honored with Mr Secretary Jackson's Letter of the 24th Ultimo, enclosing a Copy of a Letter from the Military Auditor General, and of acquainting me of your Lordship's intention, respecting the Charge for repair of Tents, and setting up Platform Canto.

&c

1309

Fort St. George 5th May 1795.

As it is impossible, that I can speak with precision to the Cost of the repair of Tents, (the only one I ever made,) which I declare upon my word of honor to the Case, am led to hope, your Lordships will be induced to allow a decision, by Comparison of Similar Charges and Estimates when the exegency of the Service requires that mode to be followed.—

I shall not intrude further on your Lordships time than by stating such cases from whence a judgement may be formed of the rates. I beg only to remark, that at no period within the recollection of any Officer then on Coast, were Tents in a worse state; this appeard by the reports of Commanding Officers of Corps, from whose particular Representation the Committee of Inspection was ordered, and the repairs directed to be made, and which may account for the difference between this Charge, and that of the lowest Estimate.—

Abstract of Bill for repairs of Tents under Audit as per Proceedings of a Committee of Inspection.—

7.	Field Officers	at 12	84.
116.	Officers	10	1160.
64.	Depoy	7	448
236	Private	6	1416.
48	Bell	2½	195.
30	New pany. 3		

Pagodas 3303.—

Copy.

1310

Fort St. George 5th May 1795.

Copy of a Bill for Repairs of Tents passed by Government in Paymaster Colt's Accounts, from Proceedings of a Committee of Inspection — —

6 Field Officers — at 12 — 72
90 Officers — 10 — 900
58 Sepoy — 7 — 926
156 Private — 6 — 406
82 Bell } 24 Nussany } — 2½ — 265

Pagodas 2579

Abstract of the repairable Tents with the Division of the Army Arrived from Wallajabad, with Estimate of the Expence of Repairs from the Proceedings of the Committee of Inspection, Ordered by Colonel Musgrave 29th April 1790 — Authenticated Copy of the Order annexed —

We cannot exactly ascertain the Expence of repairing the Camp Equipage but we are of Opinion it will be nearly as follows: —

15 Field Officers — at 10 — 150
166 Officers — 8 — 1328
372 Sepoy and Private — 5 — 1860
93 Nussary & Bell — 1 — 93

Pagodas 3431

(Signed) James Campbell D.r M.r Gen.l
Joseph Monkhouse Comm.y Gen.l of Stores
John Cuppage Major

Mk

1311

Fort St. George 5 May 1795.—

With respect to the Charge for setting up 30 Platform Carts with Lockers &c. for small Stores, to prevent Thefts and Losses; it was done merely for the good of the Service, and not as an advantage to myself; and altho' I cannot at this distance of time speak to the exact cost, I believe it could be very little under 5 Pagodas each.—

With the most respectful deference, I submit the Charges in Question, to your Lordships decision, and have the Honor to be,

My Lords

with the greatest Respect

&c. &c.

(Signed) R.t Bell

Capt.n of Artly.

Mount

4.th May 1795.

Head Quarters Camp Trichinopoly

Plain 29.th April 1790.—

G. O.

A Committee of Inspection, Consisting of the Quarter Master General, the Commissary General of Stores and a Major Cossyage to Assemble to morrow in the course of the forenoon to examine the state of the Tents belonging to the Division of the Army arrived this Morning from Wallajahabad, their proceedings to contain a Statement of such as are Repairable, and those to be Condemned with an Estimate of the Expence for which the requisite Repairs can be made.—

A true Copy (Signed) B.J Close

adj.t Gen.l of the Army.

1312 Fort, St George 5th May 1795.

Minute thereon. Agreed to inform Captain Bell that the Board cannot, on any account, admit his charge for repair of Tents and fitting up Plat-form Carts, unless he make Oath that to the best of his Knowledge and belief the Sum stated against the Company did not exceed the actual Amount disbursed by him for the above purpose

Read the following letters from the Military Auditor General —

To The Right Honorable Lord Hobart
President and Governor in Council
Fort St. George

My Lord,

From Colonel Maclean reporting on Mr Fitzgerald's claim to compensation for the Loss sustained by him as Surgeon to the 2d Batt. of Artillery —

I have the honor to report in Answer to your Commands of the 18th December last that, having called upon Mr. Fitzgerald Surgeon to the 2nd Battalion of Artillery for a particular explanation on the Subject of his address of the 5th of that Month which was laid before Your Lordship in Council by the Hospital Board, I am satisfied from the Statements he has produced that he did sustain

1311

Fort St. George 5 May 1795.—

With respect to the Charge for fitting up 30 Flat form Carts with Lockers &c. for small Stores, to prevent Thefts and Losses; it was done merely for the good of the Service, and not as an advantage to myself; and altho' I cannot at this distance of time speak to the exact cost, I believe it could be very little under 5 Pagodas each.—

With the most respectful deference, I submit the Charges in Question, to your Lordship's decision, and have the Honor to be,

My Lord'

with the greatest Respect

&c. &c.

(Signed) R.t Bell

Capt.n of Artly.

Mount

4.th May 1795.

Head Quarters Camp Tirichinopoly

Plain 29.th April 1790.—

G. O.

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A true Copy (Signed) B.J Close

adj.t Gen.l of the Army.

1312 Fort St. George 5th May 1795.

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Read the following letters from the Military Auditor General —

To

The Right Honorable Lord Hobart

President and Governor in Council

of

Fort St. George

My Lord,

From Colonel Matthew reporting on Mr. Fitzgerald's Claim to Compensation for the Loss sustained by him as Surgeon to the 2d Batt. of Artillery —

I have the honor to report in answer to your Command of the 18th December last that, having called upon Mr. Fitzgerald Surgeon to the 2nd Battalion of Artillery for a particular explanation on the Subject of his address of the 5th of that Month which was laid before Your Lordship in Council by the Hospital Board, I am satisfied from the Statements he has produced that he did sustain

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sustain an Actual Loss of Pagodas 656.. 17.. 70 from January 1794 to December of the same Year Inclusive; (That is to say not a loss on the profits upon a Calculation of the Battalion having been compleat in Numbers; but an actual deficiency which he was obliged to supply from his private Cash) This Amount however does not include Pagodas 35.. 23.. 40 being the Interest on Advances of Money which Mr. Fitzgerald has brought into his explanatory Account, as I conceive that every Surgeon is necessarily liable to Advances of the Kind and therefore do not think the Interest falls to be considered as a part of the Actual Deficiency under the Orders I have received.—

In regard to the Allowance of Pagodas 50 P. Month drawn by the Surgeon of the 1st Battalion of Artillery at the Mount it appears to have been granted originally in consequence of the number of Officers under the care of the Surgeon at that Station arising from the resort of Sick from other Quarters of the Country besides those that were under the Surgeon as belonging to his Corps; and further, on Account of the dearness of Provisions at the Mount which was considered as greatly increasing the expence of Victualling the Sick there who the

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the Allowance was given in March 1786, at which
period and until the 2d. Battalion of Artillery
was ordered from the Southward Last Year there was
only one Surgeon stationed at the Mount. —

The point of view, therefore, in which
this Allowance may be considered since the 2d Battalion
of Artillery as well as the 1st. have been stationed
at the Mount, appears to me to give it increasely
to each of the Surgeons there, because the Two Causes
assigned for it originally cannot so easily be
separated in their operation as to allow of forming
an accurate judgement how far the extra expence,
which it was meant to defray, falls heaviest on
any one of them; especially as, in so far as depends
on the resort of Sick and Convalescents from other
Quarters, it is believed thoroughly understood that
the buildings at the Mount have of late Years been
considerably increased in numbers on their account:
while at the same time I imagine it is equally clear
that Provisions at the Mount are dearer than they
were in the year 1786. —

I have the honor to be,
My Lord,
With the highest respect. —
(Signed) Henry Malcolm
Military Aud.r Gen.l

Military Auditor
Generals' Office
Fort St. George —
25th April 1795.

The

1315 Fort St. George 5th May 1795.

The Right Honorable Lord Hobart

President and Governor in Council

&c. &c. Fort St. George

My Lord,

From Colonel Wallace relative to the Allowance granted by the G.O. of 8th November 1792 to Surgeons and Assistant Surgeons of Stations and Corps.

I beg leave to report as follows in answer to Mr Secretary Jackson's Letter of the 18th Ultimo enclosing Copy of an Extract from the Proceedings of the Hospital Board of the 10th

On referring to the General Order of the 5th September 1786, it appears that every Surgeon of a European Regement, of a Garrison and Chief-ship, Assistant at Factories, Residencies and Regiments of Native Corps, were allowed for Servants on account of the Apothecary duty of their Stations as follows, the former at the rate of 15 Pagodas P. Monsoon the latter at the rate of 10 Pagodas P. Monsoon.—

The 12 Paragraph of the Medical Regulations Dated 8th November 1792 directs that "the Allowance of Fifteen Pagodas P. Month to Surgeons of Stations "and Corps and of 10 Pagodas P. Month to Assistant "Surgeons of Stations and Corps on account of Servants "shall be continued as hitherto."—

The

1316 Fort St. George 5th May 1795.

The allowance for Servants having been
first specially recognised and authorised by the 4th
Regulation of November 1792. but without being
considered necessary in that of December 1793, I therefore
judged that it was not meant to be continued either
to the Surgeons of Stations or of Corps and consequently
made the charge a subject of Retrenchment in the Bills
of all the Surgeons falling to be audited under the
operation of the last mentioned Order, but without
adverting to any matter connected with the ne-
cessity of such Allowance in which point of view
it is taken up by the Hospital Board, besides what
they have stated respecting the Allowance having been
"uniformly continued" in every Medical Regulation
since September 1786 which last I do not conceive to be
the case on reference to those of 1792 and 1793. — —

I am led however to suppose from what
the Hospital Board has represented upon the
subject that they consider the Charge should be
allowed for the Surgeons of Stations as they have given
their Opinion that it is equally necessary at present,
for the Surgeons of that description as it was in the year 1786

I have the honor to be
My Lord
with the highest respect
&c. &c.
(Signed) Henry Malcolm
Mily Aud. Genl

Military Auditor
General's Office
Fort St. George
25th April 1795. —

Received

1317 Fort St. George 5th May 1795.

Resolution in consequence

Resolved that Compensation be not made to Mr. Fitzgerald for any loss he may have sustained as Surgeon to the 2d. Battalion of Artillery, in the year 1794 — because, to admit a claim of this nature might subject the Company to very serious loss, by establishing a precedent to which all others similarly situated with Mr. Fitzgerald, would undoubtedly have reference

Agreed, however, for the reasons assigned by the Military Auditor General, that an Allowance of fifty Pagodas p.r Month be made to Mr. Fitzgerald, to commence from the time of the Arrival of the 2d. Battalion of Artillery at the Mount. —

Resolved that it be notified in general orders, that the Allowance of fifteen Pagodas p.r Month to Surgeons of Stations and Corps, and of ten Pagodas p.r Month to Assistant Surgeons of Stations and Corps on Account of Servants, as exposed in the 12th Article of the Medical Regulations of the 8th November 1792, be understood to have been in force from the date of the Regulations published in December 1793 & and be continued in future, with the exception of Surgeons doing duty with European Corps. —

Read

1318 Fort St. George 5th May 1795.

Read the following Letter from Messrs.
Chase Sewell and Chase. — —

William Collins Jackson Esqr. —
Military Secretary.

Sir,

From Messrs. Chase, Sewell and Chase desiring to transfer to England part of Mr. W. Bushby's claim on the Rajah of Tanjore —

Being desirous of transferring to England, on the terms offered by the Right Honorable the President in Council in his Letter of September 1794 part of a Certificate in the Registered Debt of the Rajah of Tanjore for St. Pagodas 19,665..11..42 standing in the Name of William Bushby Esqr. We request you will be pleased to give directions for Bonds to the Amount of St. Pagodas 20,000 — .. — to be made out in the Names of Messrs. Tullah, Lewis and Brodie. —

We have the honor to be,
&c. &c.
[Signed] Chase Sewell & Chase
Attys. to W. Bushby. —

Fort St. George
27th April 1795.

Ordered that the Accountant & Paymaster General be directed to make out the Bonds. —

Read

1319 Fort St. George 5th May 1795.

Read the following letter from the Resident at Hydrabad:-

The Right Honorable Lord Hobart

Governor and President in Council,

Fort St. George

My Lord,

I have the honor to inform your Lordship that His Highness the Nizam has caused it to be officially signified to me that, having at present, no further occasion for the services of the Detachment of the Company's Troops employed in his Country, it is his desire that it should be directed to return to the Dominions of the Company with all convenient expedition.

I have in consequence, given the necessary notice to Mr. Roberts and instructed him to proceed slowly to the Neighbourhood of Mungaal, a place about a hundred Miles from hence and on the Company's borders. It being also conveniently situated for his taking either the Route of the Sirkars, or that of the Carnatic, according

Sean Captain Kirkpatrick advising of his having directed the return of Major Roberts Detachment to the Company's Territories, at the Nizam's Desire and Expressing a very high sense of the Merits and Conduct of that Officer and the Detachment in General.-

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according as Government may direct: he will there
wait your Lordships orders for his further guidance
Mungaal being a Tappal station, it will only be
necessary that any Public Dispatch to the address
of Major Roberts, be made up seperately, instead
of being enclosed, as at present, in the Mail for
Hydrabad, when it will be sure to reach them daily.

The Arrears due to the Company by his
Highness on Account of the Detachment will
be most easily adjusted by being set off against those
due to them by the Company on Account of Peishcush
and I shall accordingly take the necessary steps
for making such a settlement as soon as his H
Highness arrives there. In the mean time it will
be requisite I understand from Major Roberts, for
supply the Detachment with some money: and
as it is impossible, in the present conjuncture, to
obtain any advances from his Highness, I shall
be under the necessity of taking up the Sum
that the Major may stand in need of from the
Bankers of this City, for Bills either on Fort
St. George or Masulipatam. I have therefore, to
entreat of your Lordships to be pleased to instruct
the

1321. Fort St. George 5 May 1795.

the Chief of the latter place, to honor duly any Bill that I may be obliged to draw upon him for the purpose here mentioned. I feel the less difficulty in making this request as, having been officially advised by the acting Chief of Masulipatam that he has been prepared for some time past to pay the Arrears of Peishcush due to the Nizam I conclude that the state of the Treasury at that Factory will admit of his discharging any such Bill without the least inconvenience —

It would be injurious to the Detachment at large were I to close this Letter without bearing testimony to the strict regularity and propriety with which it has uniformly conducted itself during its residence in this Country; and which have been at once greatly conducive to our national reputation, and honorable to the Officers attached to it. I should be more particularly subject to the Merits of Major Roberts were I to omit this occasion of assuring your Lordship that the circumspection and judgement with which he has acted in a variety of delicate situations joined to his general mild and conciliatory manners, while

1322 Fort St. George 5th May 1795

while they prove him to have been most happily
fitted for a Command rendered, by circumstances &
peculiarly nice and difficult, make him highly
deserving of your Lordship's favorable notice. —

I have the honor to be with the
highest respect — &c. &c.
(signed) Wm. Kirkpatrick

Hydrabade
23d April 1795

Resolution thereon

Resolved that Major Roberts be
directed to march, with the Detachment, to
Begoara, and on his Arrival there, to send
the 28th Battalion and the Company of Artillery
with the Ordnance and Stores to Masulipatam;
and proceed himself with the 29th Battalion to
the Presidency. —

Ordered that the Staff be struck off
on the Arrival of the Detachment at Begoara. —

Read the following Letter from Bengal —

To the Right Honorable Lord Hobart
Governor in Council
at
Fort St. George

From Bengal transmitting Copy of a letter from the Superintendant at Chandernagore and desiring that the Sense of the Supreme Council may be known from all public acts of the Council at Pondicherry and the Powers the Judges there to be duly defined. —

My Lord,

We think it proper to transmit
to

1323

Fort St. George 5th May 1795.

to your Lordship a Copy of a Letter which has been addressed to us by the Superintendant at Chandernagor and the Papers+ enclosed in it, respecting the Conduct of the Persons authorized by the Government of Madras to preside in the European Tribunal at Pondicherry since the Capture of that Place, in the Assumption of Titles and Authorities which have been long[e] abolished by the French Nation, and which, had they existed prior to the Capture, would have been necessarily annulled by that Event

+ Lodged in the office

The Explanations delivered by the Superintendant upon the Subjects, stated in his Letter, are so full that we think it sufficient to refer your Lordship to them without comment from us; and as the Consequences of the Assumptions, which are complained of, must, if not immediately obviated by your Lordship's Orders, with a view also to the entire Prevention of similar Assumptions in future, be very distressing to all Parties, We do particularly recommend that such an Investigation, as your Lordship may judge proper to may take place, as Mr. Birch proposes, relative to the Conduct of the Judges in the Suit instituted by

1324 Fort St. George 5th May 1795.

by the Curator against the Sieur Huguet. Likewise that your Lordships will cause the Title of "Superieur Conseil to be ceased from all public Acts / whether of that Court or of the Offices dependant on it / since the 4 Capture, and Order the real Powers delegated to the Judges, at Pondicherry, to be defined and re gestered, so as to preclude any misapprehension, and the ruinous Litigations consequent upon it should the Place happen to be restored to the French 4 Nation - on a Peace. -

We have the honor to be,
&c &c

Fort William
the 13th of April 1795.

/Signed/ J. Shore
Robt Abercromby
Peter Speke
Wm Cowper

To The Honorable Sir John Shore Bart
Governor General in Council

Honorable Sir,

I reproach myself very much, 4 for having delayed a representation to you, 4 respecting the Conduct of the persons authorized by the Madras Government to preside in the European

1325 Fort St. George 5th May 1795.

European Tribunal at Pondicherry, since the Capture of that place, in the Assumption of Titles and Authorities, which had been long abolished by the French Nation, and which, had they existed prior to the Capture, would have unnecessarily annulled by that Event.—

Towards the End of the Year 1793 Mr. Le Pettier a French Subject at Chandernagore, died, & leaving considerable Property to Heirs under age a regular Petition according to usage and in Conformity with the French Law, was presented for assembling Relations &c. for the election of Guardians to the several Minors who were Heirs to the Estate. At this meeting a Proposal was made by Messrs. Vialars and Rouspal, / summoned as Attorneis to Messrs. Violette and Coulon of Pondichery, the former Maternal Uncle, the latter Cousin by marriage, to two of the Heiresses, who were then, and still are at Chandernagore / demanding that Mr. Violette should be elected Guardian and that Agents at Chandernagore, should be elected with the Titles of Sub Guardians, to manage the Estate, under the Controul of Mr. Violette — This Demand was very fully investigated, and clearly proved to be inconsistent with the French Laws, which are very

Fort St. George 5th May 1795.

very distinct on the Point. It was in course rejected, the Assembly proceeded to elect on both the proposed Persons for Guardeans. The Proceedings of this Assembly were referred in course of the Tribunal at Chandernagore, and by a Decree legally confirmed. –

In the Month of February 1794 a Petition was presented by the same Attorneys for the Petitioner at Pondicherry to the Tribunal at Chandernagore, referring to an Act passed before a Notary at & at Pondicherry, of which, with the whole Proceedings upon it, an authentick Copy is submitted to you, enclosed. In this Act, the Protestor and the Notary assumed that the Tribunal at Pondicherry was a superior Tribunal or Court of Appeals from & at Chandernagore, that Chandernagore as an Inferior Tribunal ought to conform to Customs adopted by the Superior Council at Pondicherry, even when those Customs deviated from the Laws of France, that on this account the Proceedings at Chandernagore were null. The Notary assumes the Title Notarie Public are Cousiel Superieur de Pondicherry" "for the Legalisation" or Certificate to this act M. Jaques Emery Gerard assumes the Title of President

&c

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"du Conseil Superieure de Pondicherry agissant sous
"l'autorité du Government de Madras"

It was plain that this assumption of
the Title of a Court of Appeals from, and of Control
over, the Court at Chandernagore, might be of dan-
productive of very serious mischief hereafter, Because
the Title assumed being expressly asserted to be by
authority of the Madras Government, and no access to
the Proceedings of that Government, being open to the
French Judges, should the Place be restored on a Peace,
it would appear that the English Government, in
Possession of both Places, had really (as by the Law
of Nations it was in their Power to do) constituted
a Superior Tribunal at Pondicherry and an inferior
one at Chandernagore The Confusion which would
result from such a Claim appearing clearly confirmed
at Pondicherry, while no trace of such an Arrange-
ment could be found in the Records of Chandernagore,
might occasion preinonalitegation to the Sectors
at each, and make the Decrees of each being
contradictory in their Nature, by bearing a Control
at the one place, and an independance at the other,
liable to Contestation, so as to subject all Property
settled at either to future Insecurity but as the
little actual connexion between the Places seemed
to

Fort St. George 5th May 1795.

to make these ill Consequences so Remote that they would be effectually precluded, by a formal Order from the Madras Government, to the Tribunal at Pondicherry concerning the Assumption of such Titles, and Authority, and Ordering their Censure from all Public Acts if given at any time prior to a Peace, I delayed the Representation, in the expectation of joining it, with a Reference which I expected to make, on some other Individual Point.—

A late Decree of the Tribunal at Pondicherry proves that I ought not to have delayed appealing from the illegal and highly improper Assumption of Authority in that Court. The Decree is a kind of interlocutory Order in a Suit instituted at Pondicherry by the Curator aux Biens Vacant merely as a Public Officer against one of the Persons interested in the Estate of the late Mr. Pingault Greffier at Chandernagore and if not immediately put a Stop to Alienations to dispose (altogether illegally) of all the real Property, in favor of Persons who have no manner of Claim to it.—

All the Papers relative to the Estate are in the Possession of Persons not subject to the Pondicherry, but Inhabitants of Chandernagore. The French Laws give many exemptions, Privileges and Priorities of Payment, wholly unknown to the English

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Fort St. George 5th May 1795.

English Law. All Litigations therefore relative to Estates are referred necessarily to the Court by or whom the Inventory was ordered, the Guardian if any appointed or the Papers aspects &c. delivered & to those "who according to the French Expression & "are authorized to defend the succession."—

The Order of the Court of Pondicherry & directs a Production of Papers relative to another Estate in three Months, by a Person who has neither authority or Power to produce the Papers, or to defend any Suit whatever against M. Pongault's Estate. All the real property is at Pondicherry & I could not permit, much less Authorise the delivery of the Papers required, for all the Heirs have not yet made their Election of renouncing or accepting the succession. The last Claimant has made a Proposal, respecting which I am preparing a reference to you, and till this claim is decided, there is no one even at Chandernagore, to defend the Estate and Consequently any Demand for Papers forming Part of it could not be complied with.——

The Papers not being produced an indefinite Judgement would follow against the Estate The real Property would be sold, and the Amount retained en deposit. It is true that the

Effect

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Effect of this Judgement must cease so soon as the Papers required can be released, but in the mean time the Estate will have been sold for perhaps not 1/3d of its Value, under the Decree of a Court, who could have no power to take Cognizance of the Claims against it.—

I can I should suppose have been only in the Idea of Chandernagore being under the Jurisdiction of Pondicherry that the Judges could have Ventured to pass such an Order; for in any other View, it would have been expressly their duty, to have rejected the Claim of the Curator and referred him to prosecute for the Recovery of the Papers in Question, before the Court at Chandernagore, where the Estate could be defended by Persons legally Authorised.—

It is my duty to observe that the obvious consequence, of the Suit instituted at Pondicherry would be, that the Estate would be sold for what it might Produce, and the Money be paid over to the Curator who is in this Case the Plaintiff to remain in his hands without Interest, till the Affairs which are involved in very intricate Litigation, can be finally settled, and that the Decree would have the further Effect of subjecting the Demands of all the Claimants, to a second litigation

ab

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at Pondicherry some of them, particularly the
Public Claims against the Estate, for Money deposited
in the late Mr. Pingault's Hands when Gresser at
Chandernagore and for which the Estate at Pondicherry
was mortgaged are of a nature scarcely admitting of
Proof before any other Tribunal —

I am obliged to be thus Diffuse in the
Explanation of the ill consequences arising from
the illegal assumption of Titles and Jurisdiction by
the Tribunal at Pondicherry, because the Circumstance
to Persons unacquainted with the French Laws might
not appear to involve the Consequences that would
result from it. —

Mr. Haequet thus Arbitrarily made a
Defendant, in a Cause in which he has no concern,
has formally renounced the Succession, retaining his
rights as a Creditor; he has no Quality therefore
to enable him to prosecute for the Papers if the
Condition of the Estate admitted of their being
delivered up. The Expression of this being allowed
Time "pour faire ses diligences" is nugatory for
he has no title, by which he would be
justified in making application, for the
Papers in Question. —

In whatever view these Proceedings
are considered they must I apprehend appear
either

either direct breaches of duty in the Judges at Pondicherry if they considered Pondicherry and Chandernagore as destined Jurisdictions or an Assumption of nonexisting Powers, if they Conceived Chandernagore an inferior Tribunal Subject to their Order, and Authority.—

This Relation between the two Places

ded formerly subsisted, but has been long since abolished by the first Legislature in France. Had it however continued to the very Day of the Capture, it must have ceased, ipso facto, on that Event. For one of these Places was taken previous to the other and they were during this interval, subject to two different Nations, & consequently any subjection of the Decrees of the Court of Civil Justice of the one, to the Controul, or interference of the other, impossible. The subsequent subjection of both to the same National Power could not without an express Law to that Effect, by the Captors, re-establish the Judicial relation between them For it was possible that English Law might have been & proclaimed at the one, and French Law retained at the other

I have

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I have therefore very respectfully to recommend that the authenticated Copies of Proceedings enclosed in this Letter with a Copy of the Letter, may be transmitted to the Madras Government, in Order that such an Investigation as they may judge proper may take place relative to the Conduct of the Judges, in the Suit instituted by the Curator against the Sieur Raeguet and also that a request may be made to them to cause the Title of "Superior Council" to be erased from all public Acts whether of that Court or of the Officers dependant on it since the Capture: and to Order the real Powers deligated to the Judges at Pondicherry to be defined and registered, so as to preclude any misapprehension and the ruinous Litigation consequent upon it, should the Place happen to be restored to the

French

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French Nation on a peace.—

I have the honor to be, with

the greatest respect.—

Honorable Sir,

Chandernagore

April 8th 1795.—

Your most Obedient

humble Servant,

[Signed] R.C. Birch

Supt Chandernagore

A true Copy

[Signed] E. Hay

Secy to the Government

Order thereon.

Ordered that the opinion

of the Attorney General be taken as to

the best Method of Carrying into

Execution the recommendations of

1335 Fort St George 5th May 1795.

of the Governor General in Council.—

J Udny

Con Saunders

E W Fallofield

Examined

Edwd Robt Hargrave

Fort S.t George May 1795

6.

Diary

Received the undermentioned letters Entered in

MSS. N.os 26. 27. 28. 29.-

From Military Paymaster General with an additional

From M.r Roebuck. Estimate of Cash for May.-

From Mys.rs Porcher and Hayes explaining why the

From Mys.rs Porcher and Hayes- Demand for Arrears of pay &c.a due to the late Lieutenant Morris was not before presented.-

From Captain Doveton with Intelligence from

From Captain Doveton Mysore.-

From Town Major at Pondicherry From Town Major at Pondicherry requests an allowance for Stationary, in place of indenting for the quantity he requires.- ——

Sent the following letter.-

7.

To Mys.rs Porcher Redhead & C.o

To Mys.rs Porcher Redhead & C.o the Certificates for the late M.r Drakes claim on account of Hog Hill, will only be issued, upon a — — Decree of the mayors Court for that purpose.-

Attornies to M.r Kindersley

Gentlemen,

I am directed by the Right Honorable the President in Council to acknowledge the receipt of your letter dated the 1.st instant, and to acquaint you that unless a decree should pass the Mayors' Court for the surrender of the — — Certificates on accounts of the property belonging to the late Captain Mackay on Hog Hill no measure will be — — adopted by Government for putting M.r Shawe or any other person in possession of those certificates, until it be decided, to whom they legally appertain — If on the contrary, a decree should pass, they will in that case be delivered up to the mayors Court, and it will be your province to find

the

7th the means for detaining them there until the issue of the appeal to the King in Council be known.—

I am,

Gentlemen,

Fort St. George
7th May 1795

Yr. Yr.

Signed W. C. Jackson Secy.

Dispatched the undermentioned Letters Entered in Cons. Nos. 30. 31. 32. 33. 34. 35. 36. 37. 38.—

To W. Tho. Cook. burne — To late Contractor for Bullocks informing him that the Balance due to him being Pagodas 30,931:5:14 will be discharged but that the Claim for Interest cannot be admitted without the Authority of the Court of Directors.—

To Captain Kirkpatrick. To Resident at Hydrabad requesting he will procure an order to the Killedar of Melgundah for the immediate Surrender of four Sepoy Deserters from the 30th. Battalion, to whom he has given refuge.—

To Auditor General To Military Auditor General Mr. Surgeon Fitzgerald to be allowed 50 Pagodas pr. Month, to commence from the arrival of the 2d. Battalion of Artillery at the Mount.—

To Ditto To Ditto Lieutenant Colonel Sterlings Charge for the carriage of the Public Stores of the 73d. Regiment to be Pondicherry to be paid.—

To Mr. Roebuck. To Military Paymaster General the claim of the late Contractors for Repairs, for Descounts on Bills to be admitted, on condition that the Balance due to the Company

is

Fort St. George. May 1795.

7th is charged with Interest from the date of the last payment to them.—

To Lieutenant Colonel Geils

To Lieutenant Colonel Geils—the Enclosure made by him of the Ground for which Lieutenant Dalrymple has solicited a Grant, to be immediately levelled—and Lieutenant Beaumont to draw the pay and do the Duty of a Brigade Quarter master.—

To Colonel Braithwaite

To Commander of the Army—the Officers of the Regiment lately removed to Masulipatam to continue on Half Batta—Captain Lieutenant Brudenell's Claim inadmissible.—

To Major Dunwoody

To Major Dunwoody—the fort of Palcondah and all others of strength, to be destroyed and the person of that Rajah to be secured if possible.—

To Ditto

To Ditto—the fort of Curpaum to be destroyed—Major Cox's Conduct in the reduction of it highly approved.—

Sent the following letter

9th

To Edward Hay Esqr.

Secretary to the Government at Fort William

Sir,

To Secretary at Bengal—a Supply of 500 Candies of Salt Petre will be sufficient at present.—

I am directed by the right Honorable the President in Council to acknowledge the receipt of your letter dated the 2d March, and to acquaint you that as it has been judged necessary to purchase from a merchant at this place 360 Candies of Salt Petre for military Uses, a supply of 500 Candies from Bengal will be sufficient for every purpose until the next Season.

In the expectation that this supply will be sent in the month of August, the President in Council has

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Fort S. George May 1795

9th has declined the offer of a mercantile house at Madras of nine hundred Bengal maunds of Salt Petre at fourteen Pagodas pr Candy.—

Fort S. George
7th May 1795

I have the honor to be,
Sir &c &c
Signed W. C. Jackson Secy

Despatched the undermentioned letters—

Entered in Mss Nos 39. 40. 41. 42. 43. 44. 45. 46. 47. 48.

To Mr. Wolff — To Accountant General with orders to prepare Bonds for part of Mr. W. Bushby's claim upon the Tanjore Rajah.—

To Mr. Secretary Morris — To Secretary at Bombay forwarding Two Bills of the Apothecary for Medicines supplied the Bombay Frigate.—

To Mr. Skandon — To Acting Commissary General of Grain and Provisions the proposal for delivering Sumbah Paddy at Vellore to be accepted as also that made at Masulipatam no Carr Grain to be laid up—

To Colonel Malcolm — To Military Auditor General notifying an additional advance made to Mr. Roebuck for April

To Ditto — To Ditto the Officers of the 4th European Battalion to be continued on Half Batta

To Military Board — To Military Board the offer of Mssrs Dring Gordon and Pushington not to be accepted—the ordnance Carriages &c at Tanjore to be repaired—the Estimate for the Powder Mills approved—

Colonel

13/40

Fort S. George May 1795

Gr. Colonel Floyd suggests the Removal of the 52d. Regiment to the neighbourhood of Trichinopoly their opinion on the measure desired.

To Captain R. Bell

To Captain Bell repeating to him the substance of the affidavit he was last required to make, without which his charge for Repair of Tents &c. cannot be admitted.

To Mr. John Tulloh

To Mr. J. Tulloh directing him to forward to the Committee assembled at Trichinopoly the original Rolls of the Claimants to the 3d. Dividend of Negapatam Prize money.

To Commandant at Trichinopoly directing

To Colonel Floyd him to furnish the Deputy Agent of the 19th. Dragoons with a small guard occasionally to protect his people in collecting Grain in the Country.

To Clerk of the Treasury ordering the

To Clerk of the Treasury additional Advance to Mr. Roebuck for May.

10th

Received the following letters

William Collins Jackson Esq.

Secretary to Government

Fort St. George

From Captain Kirkpatrick advising of the Bills he has drawn on Masulipatam for account of the Expenses of the Detachment.

Sir,

I have the Honor to inform you that I have this day drawn on the Collector of Masulipatam four Bills of Exchange in favor of the undermentioned Persons payable fifteen days after sight for the Sum of Ten Thousand

fifteen

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Fort S. George May 1795

10th Thousand and five hundred Rupees each, the whole amounting to Forty two thousand Masulipatam Rupees including exchange at the rate of one hundred Hyderabad Rupees for the Sum of Forty Thousand Hyderabad Rupees received here by me from the Bankers on account of the Expences of the Ellore Detachment. —

1 Bill in duplicate in favor of the House of Kistre Dofs and modunjee at Masulipatam for Value received from their House at Hyderabad for . . . . . 10,500 — — "

1 Ditto . . D° . . D° . . D° . . D° 10,500 — — "

1 Ditto in favour of the Bearer for Value received here of Bunmali Dofs and Duaricka Dofs for . . . . . 10,500 — — "

1 Ditto in favor of Burreh Khan of — Masulipatam for value received here from Unkoo Lah and Gunga Dofs . 10,500 — — "

Total M. Rs 42,000 — — "

Hyderabad
the
30. April 1795

I am,
Sir
Your
Obedt Servt
Signed Wm Kirkpatrick

To W. C. Jackson Esqr
Secretary
at
Fort S. George

From Sub Secretary at Bengal with Extract of a letter from Colonel Murray and desiring an accurate Statement of all advances made to Mr Scott while paymaster of the Bengal Troops

Sir,

I am directed by the Governor General in Council to transmit you the accompanying Extract of a letter from the

Fort St. George May 1795

Troops on the Coast, duly certified Fort St. George debited for a retrenchment in his accounts, and why.

10th. The Military Auditor General at this Presidency, and to request the Governor in Council at Fort St. George will give orders for the early transmission of a clear and accurate Statement of all advances made to Mr. Scott, with a formal Certificate subscribed thereto, that it contains all sums advanced to Mr. Scott on account of the Presidency of Bengal.—

I am further directed to acquaint you, the Governor General in Council has ordered the amount of the Retrenchment mentioned in the 10th Paragraph of the Auditor Generals' letter to be carried to the debit of Fort St. George on account of the irregularity of the Vouchers furnished by the Paymaster of that Presidency.—

I am,

Sir

Your

Fort William
the 20th April 1795

J. H. Harington Secy

Extracts of a Letter from the Military Auditor General

Dated 17th April 1795

Para 6th In my former Report Stated to the Board, that tho' I was not aware of any claim that could be established against Mr Scott by the Paymaster General, at Madras, Still it was my opinion, that, in point of Official regularity, Government should retain Mr Scotts' Security Bond, until an account should be received from Fort Saint George, of all advances which were made

10 made to him, at that Presidency, in order to ascertain, that he had given due Credit for those advances. — application had been made by Mr. Scott, to the proper Officers at Fort St. George as long ago, as September 1792, for an account of the advances made to him by that Presidency, and I understand that the Supreme Board wrote to the Madras Government on the same subject, as far back as July 1793 and again, on the 22. November last, but I do not find that the information required, has been yet received. —

7. Regarding the payments said to have been made by Mr. Garrow, on account of Bengal Troops, it may not be improper, in this place, to notice, that the Entry made by Mr. Scott, upon his Accounts with the Pay-master General, relative to the amount, said to have been paid by Mr. Garrow, does not clearly express the nature of the transaction. —

8. In August 1791 he debited himself to "Madras Presidency, Received from George Hoar Esq. Pay-master to the army, for the use of the Bengal Troops, as per Receipt dated this day, Pagodas 3514 - 32 - 65 or —

S.Rs. 12,824 - 3 - 6.

Batta 1576 C.Rs. 1410 - 10 - 6.

C.Rs. 14234 - 14 - "

On the first view of this Entry it might be conjectured, that Mr. Scott had received a sum of money, in Cash,

for

10.th for which he granted his Receipt to M.r Hoar, whereas it appears from the Correspondence between M.r Farquharson and M.r Scott, that the above Sum consisted of Advances made by M.r Garrow, the Paymaster of the Madras Government, at Trichinopoly, to certain Officers, and men, of the Bengal Detach=ment who were left sick in that Garrison, when the Grand=e Army had proceeded by the Muglie Pass, into Mysore.-

Ge.r M.r Scott, in his Letter of the 8.th August 1791. to the Paymaster General, when he advised him of his=e having given Credit for this Sum, adds, that he shall enter the Articles on his Disbursements, having requested M.r Garrow to direct the Original Vouchers to be forwarded to him for that purpose.- Instead, however of the Vouchers being sent to M.r Scott, which if regular, would have=e enabled him to have obtained Credit for the Amount he had already debited himself, for it appears that the original vouchers were sent to Madras, and from thence to the=e Military Paymaster General, in Bengal, and M.r Scott finding that he had been precipitate in crediting the=e Madras Presidency for the amount of these payments, without having obtained regular vouchers from M.r Garrow, debited the Madras Presidency for the same=e Sum, in a subsequent account Current, for February 1792, but, to this mode of adjustment, the military Paymaster General objected and substituted another, by forming a Disbursement account, from the Vouchers

that

10. that had been transmitted to his Office, from Fort Saint George, which account of Disbursements, he sent to be signed by Mr. Scott, who certifies upon the face of that account, that none of the allowances therein Charged, had previously been entered in any of his other Disbursements.

10. The Vouchers for the advances made by Mr. Garrow, and which composed the said account of Disbursements, signed by Mr. Scott, were so lose, and insufficient, in their nature, that it was scarcely possible to apply any rule of Control to them, in this Office, as many of them, in addition to other irregularities, were not descriptive of the names, or Corps, on account of which the advances had been made; notwithstanding these obstacles, however, after much laborious investigation by one of the Assistants in this Office and in consequence of explanation recently received from some of the Officers of the late Southern Detachment, I have been at length enabled to admit, upon the said account of Disbursements, the Sum of Star Pagodas 3042-22-62, leaving now, only 477-11-5 Star Pagodas, as a Retrenchment against Mr. Scott. Whether the amount of that Retrenchment shall remain at the Debit of Mr. Scott, or whether the same shall be carried to the Debit of Fort Saint George, on account of the irregularity of the Vouchers furnished by the Paymaster of that Presidency, and be transferred to the Credit of Mr. Scott, is a point that can only be determined by Government.

11. While I acknowledge the great hardship Mr. Scott labours under, by being held to a great security

for

Fort St. George May 1795

10.ⁿ for a length of time, because the Accounts of Advances made to him by the Government of Fort Saint George, have not yet been furnished, yet I cannot take upon me, to recommend the Surrender of Mr. Scotts' Security Bond, until these accounts shall be received.- I am obliged, therefore, to entreat, that the Board will be pleased to call, in the most urgent and impressive manner, for a clear and accurate Statement of all Advances, made to Mr. Scott, by any of the Officers of the Presidency of Fort Saint George, which should be formally certified, by the proper Officer of that Presidency, to contain all the sums advanced to Mr. John Scott on account of the Presidency of Bengal.-

a true Extract

J. H. Harington Jun.ʳ Sec.ʸ

W. C. Jackson Esq.ʳᵉ

Secretary to Government

Fort St. George

Sir,

From Captain Kirkpatrick requesting leave for Captain Mackenzie to remain at Hyderabad for a short time longer that he may complete the plans of Surveys in hand - his letters on the subject enclosed -

I have the honor to transmit Copy of a Letter of this date addressed to me by Captain Mackenzie, Surveyor to the Cuddapah Detachment.

Being thoroughly sensible of the advantages which will attend Captain Mackenzies remaining at this — place till he shall have completed the work mentioned in his Letter, and towards the perfection of which some essential local enquiries remain to be made, I have not hesitated to desire him to continue here till the pleasure of Government

on

on the occasion be known and should the Right Honorable the President in Council see the utility of his postponing for some time his return to the Company's territories in the same light that I do, I shall hope he will not consider the application of Captain Mackenzie for a continuation of his present allowances during such period, to be unreasonable. –

Hyderabad
30. April 1795

I am,
&c. &c.
(Signed) Wm. Kirkpatrick

Captain William Kirkpatrick
Resident with the
Nizam

Sir,

As my setting out immediately to join the Detachment on their march to the Company's territories so soon after my return from the late survey, having only arrived here on the 26th the day after the Detachment moved from Golconda, would retard the completion of the several plans in hand and the Arrangement I proposed to make of the whole map of materials collected since the Detachment was formed, I beg leave to submit to you whether it would not be better for the attainment of this object and to prevent the loss of their materials that I should be permitted to remain here so long as may be necessary to complete this work and also to collect such further materials as may be got on the spot, which it would be difficult to do any where else, to enable me to form a General plan of the whole, to which may be afterwards added the Survey of the roads to the Company's territories

Territories on my return and that of the Frontier or Boundary with the Nizam on the north of the Kistna, all which being connected with my late Survey and that carried on by Mr. Emmet from the Poona side joining with mine at Kurdla, will form a Complete line carried across the Peninsulah from Bombay, by Poona, Beder, and Hydrabad to Condapilly or any other point on the East side of the Peninsula that may be deemed fittest. —

For the time that may be required to complete these objects I hope the continuance of my appointments as with the Detachment will be deemed reasonably by Government to whom I hope you will be pleased to represent this.

I have the honor to be, &c.

Hydrabad
April 30th 1795

(Signed) C. Mackenzie Capt.n Engr.
Surveyor to the Nizams Detachment

The following form part of what remains to be done

Viz.

1 The late Survey from hence to Beder, and Kurdla on the Mahratta Frontier, and on our return to several considerable points on either side, begun in December last and but just terminated. the Plans are begun and are to be copied off for the information of Government. —

2 The Journals and Field books of the Survey to be transcribed

3 A General Plan of all the marches and Surveys with the Detachment some it's formation in 1790, which with the materials occasionally collected will go far to form a map of the Nizams Dominions and new Frontier. —

4 A Book of the Roads in these countries north from Bangalore was begun and remains to be completed for want of time necessarily occupied by the immediate calls of the Survey and from having no aid of writers or Draftsman. —

5

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Fort St. George. May 1795

10th

5 Several Observations in the Field books for Latitudes and Variations to be examined and calculated; and other to be taken to correct the Geographical situation of places.

6 And Several Detached Sketches Plans &c.a connected with there surveys and the late Operations the preservation of which may be useful.—

Signed C. M. K

Received the undermentioned Letters Entered in—

M.B. Nos. 49. 50. 51. 52. 53. 54. 55. 56.—

From Mr. Harrington

From Subsecretary at Bengal with a letter for the Secretary to the Military Board.—

From Major Brodie

From Commandant at Chinglput the Inner Drawbridge unsafe for Passengers. requests it may be repaired.—

From Lieutenant Goldsworthy

From late Paymaster to the Nizams Detachment requesting to Know, to whom he shall deliver over his Public Accounts and Papers.—

From Military Board

From Military Board relying upon Resignation Simpsons' claim for Arrears of different Allowances. and Lieutenant Trends' for Godown Rent Bills for Repairs and Ordnance work enclosed with Reports of some Defection shot received from England and lately sent to Prince of Wales' Island.—

From Lieutenant Colonel Geils.

From Lieutenant Colonel Geils stating his Observations in regard to the appointment of Lieutenant Beaumont submits also a letter from the Adjutant General to that Officer.—

From Lieutenant Montgomery

From Lieutenant Montgomery has despatched 65 Horses to Tachinore, and stating that he is about to proceed to the Guzerat Country.—

From Captain Lieutenant Torin.

From Captain Lieutenant Torin requesting payment of some Arrears of Pay &c.—

From Major Dunwoody

From Major Dunwoody reporting his measures for effecting the Seizure of the Polcondah Rajah.—

Sent

1350 Fort St. George May 1795

11th Sent the undermentioned letter Entered in Mil. No. 57.—

To Major Dunwoody To Major Dunwoody with instructions for Embarking the two Flank Companies of Europeans, on the Heroine Frigate, immediately on her arrival at Vizagapatam.—

13th Received the undermentioned letters Entered in Mil. Nos. 58. 59. 60. 61. 62. 63. 64. 65.—

From Mr. Skardon From Acting Commissary General of Grain and Provisions—submitting sundry proposals for the delivery of Grain at Trichinopoly—Tanjore, Madura Ongole and Vellore—with his opinion thereon.—

From Ditto From Ditto—submitting other similar proposals for Arnee and Vellore.—

From Mr. C. Smith From Agent for the Gun Carriage Contractors—soliciting pro- sue advance, to be made partly in Stores, and partly in Cash.—

F From Hospital Board From Hospital Board, submitting Mr. Duncans the plaint of the usual mode of allotting quarters for Surgeons—propose Comp. Neile to be posted to the 1st. Regiment of Cavalry.—

From Captain Bell is ready to attest his charge for Tent Repairs—but not that for fitting up Flat form Carts.—

From Colonel Brathwaite From Commander of the Army Lieutenant Carey— requests to resign the Quarter mastership of the 4th. European Battalion— recommends Lieutenant Hawes in his room—Major Dallas— proposal for building a Range of Stables at Arcot, also submitted.—

F From Captain Doveton From Captain Doveton—has received the letter and presents for Tippoo—and sends Translate of his letter to the Sultaun respecting the latter.—

From Colonel Floyd From Commandant at Trichinopoly the Conductor at Dindegul requests House Rent from the period it was— discontinued by the will of Mr. Vaughan.—

AS

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Fort St. George 11th. May 1795

At a Consultation

Present

The Right Honorable Lord Hobart

Governor — President

Edward Saunders Esqr.

and

Ernst William Fallofield Esqr.

Thursday
11th. May 1795

Minutes of last Consultation read and approved

Read the following letter from Colombo

To the Right Honorable Lord Robert Hobart
Governor &c. Council at
Right Honble Sir & Sirs,

Confirmable to our promise by ordinary
16. instant of which we hereby send accompanied
together with the Second Bill of exchange mentioned therein
we have now the honor to answer your kind Letter of the
14th. February last. —

Oral testimonies cannot certainly be alledged
in events of so distant a period, but our Company grounds her
right to an exclusive trade on Solemn Treaties with the
Ancient Princes of those times, and on the uninterrupted exercise
thereof since. —

To prove the first we have the honor to join
to this an Extract of the Treaty of the 29th. July 1690, with
the

From Colombo stating the Arguments and Deeds on which the claim of the Dutch East India Company to an exclusive — monopoly of the Trade of the Tinnevelly Country

Fort S. George 11th. May 1795

the Naik Renga kistna. Moetlor, and as to the second, our possession rests on Notoriety which renders all further proofs unnecessary. —

Respecting your Assumption that the ancient Princes had not the power of bestowing in perpetuity such a right, we request that you will please to take into further — consideration, whether thereby the Law of States and of Nations will not be undermined; and in particular whether your and our rights of possession will not become thereby in many places and in many respects dubious and whether we ought not rather to adhere to the ancient orthodoxy, that no body can obtain from another more than he has had himself, that property devolves from one Master to the other, cum omni beneficio onere and that a succesor is obliged to fulfill the engagements of his Predecessor. —

With this sure confidence we said in our Letter of the 7th. October last past, that this right had been superfluously confirmed by the Nabob, intimating by that, that a new Treaty with his Highness to ground our rights thereon was unnecessary and that His Highness was also bound to respect and observe this our right without a new Treaty. —

Against the Objection that the Nabob had not signed or ratified the Treaty, we could plead, that he is still bound to it, unless he can prove that Mr. Buchanan surpassed the bounds of his Commission / finis mandate / but as you are pleased to join thereto as a second argument, that altho', such a treaty had been signed by the Nabob it would still be ineffectual without your concurrence, whence followeth naturally that a treaty concluded with the knowledge and Consent of the Government of Madras must be acknowledged valid, we have therefore nothing else to do to prove our

right

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rights than to annex the two accompany ing letters dated the 27th. January 1787 and 29th. January 1788, from Sir Archibald Campbell at that time Governor of Madras by which it appears clearly that it was not only with the knowledge and consent, but also by the advice and Recommendation of the said Governor, that the Treaty was concluded for the Nabob by Mr. Buchanan. —

We could still produce more proofs, but we are not willing to occupy unnecessarily your attention, as we are perfectly assured that our right has been fully proved, and that therefore the English Company will desist from the cloth trade on the Coast of Madura, by which our Company has been wronged in her legal rights. —

If however any doubts still remain which require a solution, we will always be ready to solve them, we only request that you will please to give directions to your Resident in the Tinnevelly Country not to molest our merchants, Curators, purveyors, and Weavers, and not to impede our Servants in their Collection of Cloths during the time of further negociation as we in the like manner will give the necessary orders to the Chief of Tuticorin, to let the Vessells laden with Cloths for the English Company pass unmolested. —

We have the honor to be,

Columbo
the 21. march 1795.

R: L: Van Zeller
Signed Wanlant
J Vollenhove
A Ijzendoorn

Signed

V:a K:a
J. Gran Angelbeck
C: Van Angelbeck
D: C: V: Briberg
J. Reimsons

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Translation

Extract of the Treaty concluded the 29th July 1690 between his Highness Renga Kistna Moetloe Wirapa Naik — Sovereign Lord of the Country of Madura on the one part.

and

The Honorable Henry Adriaan van Rheedy at Drakenstein, Lord of Mydrecht Commissary for the General Dutch East India Company representing the Honorable Court of Directors of it in the Name and behalf of the said Honorable Directors on the other part.

Thirdly

No other European Nation but that of the Honorable Company will be allowed to reside or Trade on this Coast

Agrees

Signed G. J. Tybrands
Chief Sworn Clerk

To His Excellency W. Van de Graaff
Governor of
Columbo

Sir,

My friendship for the Nabob of the Carnatic and the sincere respect and good will I bear to your nation, has induced me to offer my best and friendly Mediation at this juncture for the purpose of terminating the disputes which have for many years subsisted between his Highness and the Dutch Company, respecting the Pearl fishery and

which

Fort St. George 14th May 1795

which have long deprived him and them of the essential benefits arising from that Lucrative trade as the matters now in dispute are of too extensive a nature to furnish a prospect of their being settled before the season for this years Fishery would elapse and consequently that another years profits would again be lost. I have used the freedom to recommend to his Highness as I now do to you, that both should proceed with the agreement for this year upon the footing already settled by Mr Dott for the Pearl Fishery of Tutocorin and Manar, which I understand is one half to each party of the Tutocorin Fishery, and in the Manar Fishery, thirty boats in one hundred and eighty, or one boat in every six to be the property of the Nabob, and that his Highness should appoint persons to attend on his part, as well when the banks are examined, as during the season in which they are Fished.

The concern of the Chank fishery I would recommend should lay over until a final and permanent agreement is concluded which I hope may be happily accomplished before another season commences, when I shall have great satisfaction in promoting such an Agreement, as will be lasting and Beneficial to both

It will afford me infinite satisfaction to know, if you have had any late accounts of the welfare of your worthy Brother Governor Van de Graaff of the Cape and it will oblige me much if you will

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Fort St. George 14th. May 1795

will have the goodness to offer him and his amicable family my very best respects and wishes.

I have the honor to be, with the most perfect Esteem and consideration.

Sir &c &c

Fort St. George
27th January 1787

Signed Arch.d Campbell

A true Copy

Signed A. Giesler
Sworn Translator

To His Excellency M. Van de Graaff

Governor of Columbo &c &c &c

Sir,

It gives me great pleasure to find that his Highness the Nabob Walajah, Bahauder of the Carnatic, is inclined to meet my wishes as well as the recommendation of Sir John Macpherson, to enter on terms of a permanent Treaty with your Excellency, respecting the Pearl Fisheries at Manar and Tuticorin and also the Chank Fishery.

As the fishing season is now drawing very near, and may be lost by the delay of waiting until such treaty is finally settled, I would recommend for the mutual advantage of his Highness, and the Honorable Dutch East India Company, that the Pearl Fisheries be carried on

For

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Fort St. George 14th. May 1795

for this Season in the same manner as was done last year in consequence of my application to your Excellency, and that as soon thereafter as possible, such permanent Treaty shall be concluded, on just and liberal Principles, mutually beneficial to the parties.—

I am willing to flatter myself that all this business will be materially forwarded by the appointment of M.r Buchanan to negotiate an amicable Arrangement with you, of all matters depending between the Dutch Company and his Highness the Nabob.—

M.r Buchanan is my particular friend, in whose honor and good Disposition your Excellency may place the greatest reliance and I reckon myself very fortunate in having this opportunity to recommend a Gentleman of his Character to his Highness the Nabob I have equal satisfaction in soliciting your favorable attention towards M.r Buchanan and permit me to assure your Excellency that you will find him deserving of the utmost Confidence in all his transactions.—

I have the honor to be,

Sir &c &c

Fort St. George

29th January 1788

Signed Arch.d Campbell

A true Copy

Signed A. Geisler

Sworn Translator

Resolved

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Fort St. George 14th. May 1795.

Resolved that the following answer be Returned

To the Honorable J. G. Van Angelbeck

Governor &c. Council at Columbo.

Honorable Sir & Sirs,

We are honored with your Letter of the 25th. of March with Copies of two letters from the late Sir Archibald Campbell to Governor Van de Graaff, and an Extract of the Treaty of 1690 between the Honorable Henry Van Rheede, and Kistna naick, the Prince of Madura.

We have given due attention to the Arguments you have brought forward, in support of the right of your Company, to an exclusive Monopoly of the trade of Tinnevelly but, if the Treaty of 1690 be the point of consideration, on which the question is to be decided, and it would seem so by the particular reference you have made to it, we must observe, that Kistna Naick and his Descendants parties to that engagement, have for a great number of years, ceased to exercise the functions of Sovereignty - that, the Nabob Mallaw-jau, the reigning Prince of Madura, obtained his right to the Government of that Country by conquest, and not by hereditary succession that having so obtained it, he was not bound by the Law of Nations or by the usage of oriental States to abide by the obligations made under the former Government and above all, that the treaty in itself

Letter to Columbo in refutation of the arguments adduced in the foregoing Letter. Point to be ultimately adjusted in Europe - meanwhile no molestation to his offers to the persons employed by either nation

itself became a nullity on the Nabobs accession, in as much as it expressly went to the exclusion of all European nations but the Dutch, either from traffick or Residence on the Coast and therefore, if the engagement had been held binding upon his Highness, he must have forsaken the Interests of the ally by whose aid alone he had taken possession of the Country, and broken through a treaty which had previously existed between him and that ally. Had it appeared that Tippoo Sultaun had granted any exclusive Privileges of Trade to the French in these countries conquered from him in the Course of the last war, it would not have been deemed necessary or consistent with the law of Nations, that the English East India Company would continue those privileges whatever might have been the contents of the letters written by the late Sir Archibald Campbell to Mons.r Vande Graaff, we should never have considered them of sufficient authority to anticipate the approbation of this Government to a treaty then only about to be negotiated, but we do not find even by the letters which you have enclosed to us that any other subject of consequence was treated of, besides the Pearl and Chank Fisheries, the Adjustment of which was the only avowed object of Mr. Buchanans mission to Columbo, nor does it any where appear that the Articles of the treaty were concluded with the knowledge and consent of the Government of Fort St. George - on the contrary when the Nabob, as he was bound to do by his engagements, submitted them for the sanction of this Government, the most explicit disapprobation was given.

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Fort St. George 14th. May 1795

given, and his Highness was called upon to which hold his Acquies-
=cence in a measure that was considered to be extremely injurious to
his own Interests, as well as to those of his Friends and allies
the English East India Company.

If, after all we have said, you should still
continue of opinion, that the right to an exclusive Monopoly of
the Trade of Tinnevelly is with you, we are willing to leave the
matter to be determined in Europe provided only, that, in the
mean time, no molestation be offered to the people employed by
us in this concern or to the Vessels laden with Cloths for the English
East India Company and we shall give positive orders that there
be no be offered to the persons employed by you.

We have the Honor to be,

with great truth and regard,

&c^a &c^a

Fort St George
14th. May 1795

Sigd Hobart
&c^a Council

Read the following Letters from Mr. Porcher and
Messrs Colt Baker & Co.

From Mr. J. D. Porcher accepts the offer made by the Court of Directors of transferring the Payment of the registered Tanjore Debt to England.

To the Right Honorable Lord Hobart

President and Governor in Council

Fort St. George

My Lord,

I request I may be permitted to accept the Offer of the Honorable Court of Directors for the Transfer of the Bonds I hold of the Rajah of Tanjore.

I have the honor to be, with respect

&c^a &c^a

Fort St. George
7th. May 1795

Sigd Jos. Dec. Pre. Porcher

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Fort St. George 11th. May 1795

To the Right Honorable Lord Hobart

From Messrs. Colt Baker & Co. accepting the offer made by the Court of Directors of transferring the Payment of the registered Debt to England.

President and Governor in Council

Fort St. George

My Lord,

We request to be permitted to accept the Offer of the Honorable Court of Directors for the Transfer of the Bonds we hold of the Rajah of Tanjore.

We have the honor to be,

&c. &c.

Madras
May 6. 1795

(Signed) Colt Baker & Co.

Order on the two foregoing letters

Ordered that the Accountant General do make out the Bonds.

Read the following letters from the Resident at Hydrabad.

To William Collins Jackson Esq.

Secretary to the Right Honorable the Governor in Council

Fort St. George

Sir,

From the Resident at Hydrabad stating his proceedings relative to Meer Emaum and Comar Veerana's Incursions into the Company's Districts. Claims made by the Aumil of Nirpah upon the Rajah of Venkatagherry.

I have the honor to acknowledge the Receipt of your Letters of the 18th. and 20th. ultimo.

Lost no time in communicating the purport of the former to Azem ul Omra with a request that the Aumils of this State might be enjoined to exert themselves within their respective Districts in bringing to due punish-ment Meer Emaum and Comar Veerona, as well as that permission might be granted for the Company's Troops to

to enter the latter in pursuit of these Free-hooters, in case they should take refuge therein after being expelled from those of the Nabob Wallejah and it should be thought expedient to follow them thither. The minister replied that he had just received Accounts from Malic Esau Khan the Aumil of Velgonda stating that Meer Emaum and Comar Verona having plundered two of his Villages he had marched against them and reduced their small Fort, that he the minister was therefore in daily expectation of receiving further particulars which he would duly communicate to me, and that he had lately received a paper of requests from Meer Emaum soliciting Service with 300 Horse, which, with the view of putting an end to his predatory practice, he had returned about fourteen days ago signed by his Highness, along with a gracious letter from himself. He added that should not meer Emaum after all come in he would act agreeable to my desire.

Though since the 2nd Instant, the date of the above Communication, I have received no further information from the Durbar, yet I have thought it nevertheless right to advise you for the notice of the Honorable Board, what has passed on the subject.

The Aumil of Kurpah, in reply to the Durbars Orders directing him to levy no more from the Rajah of Vencatagherry than the Sum fixed by prescription, has brought forward a claim of this Court / Copy and Translate of which are inclosed / of an extraordinary nature, for exceeding the Sum mentioned by the Rajah in his letter to Government, and the minister, in communicating this paper to me, having desired that I would furnish, agreeably to the Aumils request the Sum therein required, I thought proper to notice to him, that

as

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Fort S.t George 14.th May 1795

as well for other Reasons as because both my information through the Honorable Board and the long silence of Ysoud ali Khan on the occasion, rendered the Reasonableness of the demand extremely suspicious I could not think of furnishing the Letter he desired, but that I would use my endeavours to satisfy him hereafter on the subject. For this purpose as well as to put a Stop to the Rajah of Vencatagherry's being molested with vexatious demands I beg leave to request that I may be furnished with a Copy and Translate of the Settlement which he asserts, in his Letter to Govern= =ment, to have been finally adjusted by two Gentlemen in the Company's service, and likewise Copies and Translates of such other Papers as may tend to elucidate the nature of the claim in question.—

I have the honor to be,
&c.a &c.a
Signed Wm. Kirkpatrick

Camp Kumtanch
7.th December 1794

Translate of a Letter from Ysoud ali Khan the Aumil of Kurpah to Azem ul Omrah Received the 5.th December 1794.—

I beg leave to acquaint you that I have sent Nain Khidmutgar for the purpose of Examing accounts of the Talook of Kurpah, and to enquire about the Customs. I informed you of the particulars regarding the Talook of Kummum namely that certain villages and a part &c.a of this Talook to the Amount of 12,000 Pagodas were in the hands of the Zemindar of Vencata= =ghirry, and that he pays the Sircar 3900 Pagodas. I therefore request that you will furnish me with an order from yourself, and a Letter from Captain Kirkpatrick to this Zemindar

Fort St. George 14th. May 1795

Zemindar written on the terms which the abovementioned — a Khidmutgar will point out, also enjoin the Zemindar either to agree to keep the several Villages and Pait on the Settlement made with Helim Khan, or else conformably to the one made with Meer who had charge of Kurpah, and who at that time collected agreeably to adjusted Accounts 60,000 Pagodas from him. I have stated — matters to you such as they were. Let injunctions be given. By the blessing of God if he agrees it is well I will collect the Amount from him for the Sircar after I receive my dismission.

What more shall I say.

A true Translation

(Signed) W. Stewart

Assistant

William Collins Jackson Esqr.

Secretary to the Government

Fort St. George

Sir,

I have been several times importuned by this Durbar for an Answer to the Claim of Ayud ale Khan on the Zemindar of Vancatagherry stated in his letter of the 5th December 1794 to — Azim ul Omra, of which a Translation was inclosed in my letter to you of the 17th of the same month. Two applications to the effect have been made to me since the late change in the administration of this Government, from which it would — appear to be a matter of a less personal nature than I was disposed to consider it while Ayud ale Khan was in high credit at this Court which is now no longer the case. — I have always replied on these occasions that I

was

From Resident at Hyderabad urging the necessity of a speedy adjustment of the Claims of the Aumil of Kurpah upon the Rajah of Vancatagherry.

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was in daily expectation of being able to furnish a satisfactory explanation of the affair; and accordingly hope that it will soon be in your power to transmit me the necessary documents for this purpose.

I have the honor to acknowledge the receipt of your Letters of the 1st 4th & 12th February, and of the 1st 7th & 28th ultimo. and to be

Hyderabad
25th April 1795

&c &c &c

(Signed) Wm Kirkpatrick

Resolved that the following letter be written to the Rajah of Vencatgherry. (Vide also CC N°42)

To the Rajah of Vencatgherry

To the Rajah of Vencatgherry - requiring certain Documents relative to the Claims made upon him by the Circar of Kurpah.

Your letter to Sir Charles Oakeley in the Month of August last was received, and the contents made known to the Company's Resident at Hyderabad, for the purpose of being communicated to his Highness the Nizam.

I desire you will forward to me copies of the receipts given by Tippoo Officers for the Sums paid annually by you for Foujdary &c Charges to the Cummum Circar; and a copy of the settlement which you say was made for the yearly payment of 3932 Pagodas 12 Annahs, together with all other papers in your possession

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possession tending to elucidate the subject -

It will be necessary that you furnish these documents without loss of time; for I learn that Abdul ali Khan the Aumil of Curpah has represented to the Nizam that you are in possession of Villages &c belonging to the Talook of Cummum to the amount of 12000 Pagodas. However this may be, it is not my meaning that you should be assessed beyond the sum which you were accustomed to pay to Tippoo, nor does it appear that the Nizam is desirous of more. It is your business therefore to shew what that sum actually was, so that a stop may be put to your being molested with vexatious demands in future - Be careful that the papers I have called for, be accurately made out, so as to admit of no dispute. — What more.

(Signed) Hobart

Fort St George
11th May 1795

Members of the Board on the forgoing subject.

Ordered that a letter be written to Captain Kirkpatrick acquainting him that so soon as the Rajah of Vencatgherry shall have transmitted the documents called for, the Board will give their sentiments on the claim brought forward by Abdul ali

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Fort St George 14th May 1795

Ali Khan, the Aumil of Kurpah

Read the following Letter from the

Military Auditor General

The Right Honorable Lord Hobart

President and Governor in Council

of Fort St George

My Lord,

I beg leave to state to your Lordship the following circumstances which gave rise to the separate paragraph signed by me that went annexed to the Letter of the Military Board a few days ago on the subject of Cavalry Accoutrements.

In Auditing the Charge for Feeding and Repairs in the Cavalry Regiments a Retrenchment was made under a supposition that the temporary reduction of the Establishment of Horses which was ordered in June 1792 did not authorise the allowance for Repairs to be drawn for any number of Saddles beyond the reduced number of Horses.

The Explanations in answer to this Audit which were given by the Commandants of the Native Regiments, the substance of which you will find in the Enclosures marked No 1, 2, 3, 4 & 5 induced me to

Letter from the Military Auditor General Stating to the Regulations now in force relative to the allowance payable to Commandants of Regiments of Native Cavalry for the Repair of Saddles &c in reference to a late report from the Military Board — Distinction between the Situation of the 19th Dragoons and that of the native Regiments Statement of sums drawn by their Commandants on the above account

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to relinquish the Retrenchment on the first Readdit that took place after viz.t on the Change in the 5th Regiment & especially as I was informed that for many Years back the allowance for Repairs had been admitted in proportion to the number of Saddles remaining with each Regiment and also on considering further that as the Order of June 1792 did not direct the Supernumerary Saddles to be taken from the Charge of the Commandants consequently & their responsibility for the number that existed before was not removed.—

The Charge on this score affecting the 5th Regiment having been first Readdited on the principle I have mentioned, the same rule would necessarily have been adopted in regard to the other Native Regiments & similarly situated had not circumstances in regard to the Expence been suggested which have occasioned my considering it more adviseable to decline removing the Retrenchments in their case until I had an & opportunity of explaining the matter although they are entitled to the same consideration with the 5.

On reference to the Pay abstracts and Returns which I have been able to obtain for corresponding Months since August 1784 to the end of 1789 inclusive and for periods subsequent to 1789 I find that several Sums have

have been admitted which could only have arisen from the allowance for Repairs having been charged for Saddles supernumerary to the number of Horses — this appears on a calculation of the gross sums drawn (the number of Horses and Saddles respectively not being specified in the Abstracts) by different Native Regiments for different Months reckoning at the rate of Six Pagodas and Twenty one Fanams, feeding and repairs for each Horse as per Returns for the corresponding Months, because these gross Sums exceed what would have fallen to be admitted had the Regulation been taken up literally as authorising the allowance in proportion only to the number of Horses actually belonging at the time to each Regiment — In 1789 in particular when the Native Regiments had between Four and Five hundred Horses on each 'tis'nd Pagodas 889 were admitted over and above the rate of Six Pagodas and Twenty One Fanams for each Horse on account of Feeding and Repairs, which clearly evinces I conceive the construction under which the Regulation had been formerly considered in regard to the Native Regiments, and also that no alteration was provided for in the order of June 1792 because while it directed a temporary reduction of the Establishment of Horses the whole of the Saddles were allowed to remain in the same custody as had invariably been

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Fort St George 14th May 1795

been the case before thereby subjecting the Commandants to a continuance of the same Expence on account of keeping up the Saddles and Horse Accoutrements while at the same instant the means of defraying it were very consi-derably diminished in consequence of the reduced Establish-ment of Horses, unless the Regulation had been considered, as providing in a more consistent manner, for a given number of accoutrements being kept up, than will be found to apply if the Sum to be paid is to depend on an eventual number of Horses. —

I beg leave to explain further on this subject that I was also induced to look upon a reconsideration of the matter on my part necessary, in communication with Government, as I found that the 19th Regiment of Light Dragoons had been looked upon by Colonel Floyd, contrary to the extent I had taken upon the Regulation, to be entitled to the same allowance for Repairs with the Native Regiments, because in the Year 1785. and at different periods since it had been put on the same footing with them — and even the allowance for Feeding the Horses of the 19th reduced to the same rate granted for the native Regiments — to which was added that the claim of the 19th could not

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not be weakened from having omitted to draw the allowance
for Repairs to the same extent with the Native Regiments as
the construction put on the regulation by the General Order
of 11th September last was new.

I do not conceive that the manner
in which the construction of the Regulation has been considered
by the Military Board, and by myself separately in the
Memorandit above mentioned, is new by any means in regard
to the native Regiments; but at the same time have to
observe, that what Colonel Floyd has stated of Orders at
different periods having directed the allowance for Repairs in
the same words as they stand for the native Regiments and
having reduced the allowance for Feeding the Horses is
correct; but that a difference of opinion arises in consequence
of a part of the Regulation which appears to me relates
to the native Regiments only and necessarily varys the
consideration in my opinion which would otherwise apply
to the 19th Dragoons — I mean the part of the Regulations
under the head of native Cavalry which is expressed as
follows and, so far as I know, has never been looked upon
as having any relation to the 19th Dragoons "Government
"to be at the first expence of supplying every new Regiment
"of Cavalry with Saddle and Horse accoutrements; and
"the Commandants to keep them in good Repair thereafter,
"for which an allowance of 25 Fanams for each Horse
will

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will be made to them Monthly! —

As the Saddles and Horse accoutrements

for the Native Regiments are the property of the Company

in consideration of their defraying the first expence in providing

them as well as the subsequent allowance for Repairs, and for

which last the Commandants are held responsible to keep

up the given number of Saddles it does not therefore appear

that the same construction which has been applied to

the Regulation in the case of the Native Regiments is —

equally open to the 19th Dragoons on considering its relative

situation to the Company both in regard to the payment

made on account of that Regiment and what relates to the

property of the Saddles — at least it occurs to me as necessary

to be thought of in this point of view prior to the period,

December 1792, that the accounts between the Crown and

the Company for the old Regiments were declared to be closed.

Colonel Floyd considers that the — of

Retrenchment of 21 Fanams which had been made on

each Saddle drawn for Supernumerary to the number of Horses

is a proof that the allowance in proportion to the number of

Saddles was not authorized especially as the Retrenchment

was not given up until the publication of the General Order

of 11th September last — on this point I think it necessary to

observe that the Order in question was draughted by

myself and submitted to consideration at the Military

Board

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Board in consequence of a Reference that had been made to my Office by the Board on a claim from the 2d Regiment of Native Cavalry on account of having supplied new Saddles and accoutrements to replace others - it was therefore drawn up under a full conviction that the regulation of the Service relative to the allowance for Repairs as it stood in our printed Book required the explanation of it than given - especially on adverting to the demands made by the Commandants for new supplies of Horse accoutrement to replace Casualties, instanced in that of the 2d Regiment before me at the time and the further claims which you will find in the inclosures from the 3d and 4th marked Not and; the Retrenchment was not therefore taken off in consequence of that Order, otherwise than as it tended to explain more fully the construction that had formerly been put on the Regulation regarding the Supply and repair of the Horse accoutrements with the Native Regiments, besides which the considerations already mentioned occurred, with respect to the reduction of the means, affecting the Commandants of the Native Regiments, while at the same time their expences must have been increased unless the regulation had been considered in the manner adopted in the Board, the Cavalry accoutrements not being accounted articles to be sent into the public Stores in consequence of the responsibility placed on the Commandants to keep them

My

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My view of the whole of this matter both in the Readit and in Draughting the General Order in question looked to the Native Regiments separately as I did not advert at the time to the situation which may be — reasoned upon applicable to the 19th Dragoons in consequence of the change ordered in the manner of defraying the Expence of that Corps subsequent to December 1792 from which period if the Horse accoutrements belonging to it were made the property of the Company it may not appear unreasonable to consider the allowance for Repairs to them on the same footing with the Native Regiments —

As Colonel Floyd has considered — himself entitled to the allowance for Repairs in the same manner as he understood it had been admitted to the Commandants of the Native Regiments and to the same extent viz.t for each Saddle instead of for each Horse according to which last rate he had been accustomed to draw not conceiving that a — different construction had been put on the Regulation, I have therefore thought it necessary to explain the distinction that has occurred to me between his situation and that of the Native Commandants arising from the Mode by which the Expences of the 19th Regiment has been provided for and what relates to the property of the Saddles; at the same time I trust I shall stand excused in suggesting that

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it may be proper to have a communication with Colonel Floyd himself on the point in question least my statement of the matter may not be sufficiently explanatory of every point on which the 19th Regiment stands at issue in the question

I have only to add on this subject generally by complying with your Commands in reporting that the sums which have been drawn for or claimed by the Commandants of Native Cavalry from the 1st May 1792 to 11th September last when the order was published relative to Cavalry Accoutrements say from may 1792 to august 1794 Inclusive amounts as follows opposite to which I have added the Saddles wanting to complete each Regiment reckoning the Commandants accountable for the number for which they have drawn the allowance for Repairs.—

	Sums drawn or Claimed P. F.	Saddles wanting to complete
1st Regiment	1131 . 21	308
2d	2524 . 21	118
4th	999 . .	309
5th	4286 . 21	86

The Sums drawn by the 5th Regiment having been passed on Remdit as already mentioned the Remdit of the abstracts of the 1st. 2d. and 4th were before it is only necessary to add for your information that with the view of stating the subject to your Lordship as above

the

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the Charge in the 1st, 2d and 4th Hand Retrenched at present, but have not been brought to account.—

Military Auditor Generals Office
Fort St George 11th April 1795

I have the honor to be
&c &c

(Signed) Henry Malcolm
Mily Aud Genl

To Colonel Henry Malcolm
Military Auditor General &c &c

Sir,

Being called upon for a refund of 81 — Pagodas, and the usual allowances of Saddle money being withheld from me by Mr Sheardon, I beg leave through the Honorable Basil Cochrane to lay the inclosed letters before you and of craving your reconsideration of this matter, humbly conceiving that without support on the present — occasion most of the Regiments of Cavalry, in the Honorable Companies Service will soon be entirely unprovided with Saddles and Horse appointments, which are of so expensive and numerous a description as to require a Considerable sum and a length of time to replace them.—

I will not take up your time by — offering any arguments to prove the necessity of keeping them in perfect repair and fit for immediate Service, whether they are in Constant use or liable to be called for upon sudden Service — The inutility of good men and Horses without

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without being equally well appointed in every other respect
makes this obvious — To place Mr. Skardons proposed —
saving to the Company in a just point of view I trust it
will suffice to follow it up to the probable condition He
would have the following list of Horse Accoutrements in
at the expiration of twelve Months from the day of His
lodging therein the Stores of Cuddalore, whence the Tents
which I deposited from this Regiment in good Condition
as soon as I returned to my Station are I understand —
now consuming — Viz.t Some hundreds of Saddles, Crappers
Breast plates, Girths, Surcingles, Stirrap Leathers, Irons,
Pads, Baggage Bags, D.o Straps, Holster pipes D.o Caps
D.o Straps, Bit head Stalls, Bit Reins, Bits, Curbs,
Bridoon mouth pieces, D.o Head Stalls, D.o Reins with
several thousands of Straps —

Mr. Skardon states that these
valuable Articles would be preserved in the Stores of
Cuddalore without any additional expence to Government
from which Statement it is to be presumed He would
not require any Establishment of Moochies, Chucklers,
Artificers or additional Lascars either to repair, to oil
clean or air the above numerous Horse appointments —
How necessary it is to keep a certain proportion of these
people in constant pay besides Conveyance to bring

Bafaloes

Fort St. George 4th May 1795

Buffaloe and Bullock Hides, with many other articles from the Tanjore Country I appeal to the most credetable information if a doubt remains of their necessity — and to as full an enquiry I submit whether in order to keep the Horse accoutrements of this Country in thorough — repair it is not the indispensible duty of the officers now in charge of them to cause a large proportion (perhaps near one third of the Saddles) to be intirely stripped to the Tree and new Covered, every Season, also to replace at least as many of all the Articles made up of feather or Serge which are before enumerated and of every thing else Iron work excepted. —

Presuming that I have made a fair Statement or near it and that Mr. Skardons plan of depositing these Accoutrements in Store without any allowance to repair or replace them was adopted I — humbly submit that the temporary saving of withholding the usual allowance of half a Pagoda monthly granted by the last regulations to Commandants of Cavalry Corps for all the purposes of repairing and replacing every sort of Accoutrement whether lost worn out or otherwise, would fall very short of being adequate to supply the different Regiments with the quantity of new Accoutrements which

would

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would be constantly wanted to replace the deficiencies arising
from the general Casualties and consumption which
happen in Store houses in general, but of their extent and
expense some adequate Idea may be formed by looking
over reports of Committees at the different out Garrisons of
which Sir you must be perfectly well acquainted. If
therefore no saving can arise from Mr Skardons plan
of oeconomy it is to be presumed that the Service will
run less risk of being impeded or suffering disappointment
upon an emergency by Committing the charge of Accounts
=ments to those officers whose credit and safety are in a
great measure dependant upon the efficiency of their
Regiments than to have them thrown into a Store house
under the management of a Conductor or Serjeant who has
not the means nor perhaps the knowledge to repair them
here it is to be observed that Mr Skardon were in his
Capacity of Paymaster is obliged to be absent from the
Station on account of other avocations for months at a time.

It would be uncandid if I did
not acknowledge the fixed allowance of half a Pagoda
Monthly to be very handsome and fully adequate to keep
the Accoutrements in constant repair providing they
are received in that State, but I can assert upon honor
that I have as an individual Commanding Officer of a

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a Corps suffered a heavy loss in the Horse Accoutrements
of the 5th Regiment, which there is not any prospect of my
ever recovering, but though the continuance of the present —
allowance or being reimbursed for the cost of making up —
new Saddles and accoutrements To explain this I beg
leave to submit that I took charge of the Regiment at the
most active time of the war when all the Accoutrements
were unavoidably from the most harassing service almost
entirely worn out, and their first cost at the time more —
than absorbed all the allowances I drew for a year after-
wards, from the Company besides being obliged to keep
conveyance of Bullocks at one Pagoda and half monthly
to carry the Supernumary Saddles constantly with the Army —
I represented these with other losses at the time to Earl Cornwallis,
but although His Lordship seemed to feel for my situation —
He declined interfering for an individual on the principle
that the Company ought not to pay for a partial loss when
the allowances on a general view were fully ample and had
in former times proved advantageous — I therefore hope that
should good cause appear for withholding from me any
part of the monthly allowance of half a Pagoda upon the
number of Saddles attached to the 5th Regiment that an
adequate Compensation will be made me on consideration

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of my monthly advances for repairs and making up new accoutrements to replace the worn out and those lost by the Enemy besides the Carriage of Supernumary Saddle which I constantly carried with the Army at a heavy expence.

I will trespass no further upon Sir than to observe that this allowance has never been objected to before the month of October last when Mr. Skardon who had always paid it before (as well as did every other Paymaster) thought proper as appears by His letter to decline payment. - I nevertheless continued to pay attention to the Condition and repair of the Accoutrements, having perfect confidence in the Justice and liberality of the Superiors under whom I have the honor of serving and of their representatives - permit me the liberty of stating to you that the monthly allowances I have constantly drawn for these Supernumary Accoutrements has been fairly appropriated to the preservation and Carriage of them, and I beg leave to lay before you that 162 new Saddles, with their full appointments, are now with the Regiment in the room of the 162 Supernumary ones struck out of my Abstract of 31st May 1791 - the latter being

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being worn out and destroyed subsequent to that period - and
if the monthly allowance is not granted me to pay for
these new Accoubements I must be ruined - All that
I have ever drawn from the Company for preceeding my
Supernumary accoubements, has owing to my Situation
been public and monthly and has Continued for the
Space of almost 3 years without my ever being Corrected, -
for had an Idea existed with me, during that period,
that I was doing wrong, I would neither have dragged
my Supernumary accoubements all over the Mysore -
Country nor have expended such a sum of money in
repairing and renewing them, on the Contrary I thought it
my Duty to keep Carriage least they might be called for
Suddenly and from the same sense of Duty I made up a
new Saddle for every one worn out in the Service - and I
found in the routine of Service that both these steps -
were necessary for although I had few Saddles in use one
Month I was frequently called upon to furnish more the
Succeeding Months. -

To you Sir who witnessed the difficulties
which we experienced in the Mysore Country, and who are
perfectly versed in all the gradations of Service, I appeal for
such support as you think me entitled to, and if from

The

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the full and candid explanation I have given of my situation upon sufficient good ground to restore to me the allowance on the supernumerary Saddles, I hope for your favourable representation to a higher Power if that should be wanting.—

I have the honor to be
&c. &c. &c.

(Signed) J Orr
Major Commanding
5th Regt. N. Cavalry

Cantonment
Chemundalum
29th December 1793

To Colonel Malcolm
Military Auditor General
&c. &c. &c.

I have the honor of Inclosing the original Report of the Committee of Officers which sat upon the Supernumary accoutrements of the 5th Regiment of Native Cavalry and I beg to leave to remark that the entire Number of Saddles &c. attached to the Regiment is 365 which have been delivered over to me by my Predecessor and constantly kept up—

I have the honor to be
&c. &c. &c.

(Signed) J Orr
Major Comm.
5th Regt. N.C.

Fort St George
the 22d March 1795

Report

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Fort St George 1th May 1795

Report of a Committee of Officers ordered by Major John Orr Commanding the 5th Regiment Native Cavalry to inspect the Supernumerary Saddles &c attached to the Regiment Cantonments Chemundelum Plain 23d February 1796.

Lieut Sherriff President
Cornet Grange } Members } Cornet Walcott

We have examined the Supernumerary — Saddles &c and found them and the different accoutrements of the following descriptions.

Viz.

24 Saddles complete in every respect kept in readiness for the arrival of new Horses.
316 Saddles without Pannells all perfectly new.
Total 340 Saddles.

308 Pannells lined with Europe Serge all ready to be stuffed.
8 Do lined with Dungaree — Do Do
Total 316 Pannells.

316 Pads lined with Europe Serge.

N.B. The Saddles all complete with Carbine Straps Cruppers, Holster Pipes, Stirrup Irons &c.

254 Europe Bridles with Brideons fit for — immediate Service.
86 Country Do Do Do
Total 340 Bridles.

254

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254 Pairs of Europe Stirrup leathers fit for immediate service

86 Pairs of Country D° D° D°

Total 340 Pairs of Stirrup leathers

340 New Country Girths

The Committee report that they have inspected 340 Supernumary Saddles with Appointments complete in every respect. The whole in perfect good order and condition, and they are unanimously of opinion that all the Articles of the different descriptions are made of the very best material and could be ready for immediate Service in the course of a few hours notice as hair in sufficient quantity is deposited in Store to fill the pannells.

(Signed) W. Sherriff
Lieut & President

John Wynch Esq
Paymaster
of Vellore Arcot &c &c &c

Sir,

I have the Honor to enclose you my Remarks on the retrenchments ordered to be made from the 6th Regiment of Cavalry which I trust will be fully satisfactory, as I have ever made it a point never to affix my signature to Pay Rolls, Abstracts &c unless

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unless perfectly just.

As the Military Auditor General is of opinion the Allowance of 2½ fanams ₱ month for keeping Saddles in repair should cease on the Casualty of a Horse, I wish a reference be made to Government, as I trust it will appear for the advantage of the Service, that the Horse accoutrements should be kept in good Order, ready for immediate use. And as the Cavalry are receiving frequent draughts of Horses it surely is more obvious.

I am to request you forward Copy of this Letter to the Military Auditor General.

I have the honor to be
&c &c

Arcot January
30th 1794.

(signed) Wm Younge
Major Commy
t. R. C

Additional arguments used by Major Younge in answer to the Retrenchment.

On being appointed to the Command of a Regiment, Government allowed me 6 Pagodas per Month for the feeding &c of each Horse, and 2½ fanams per Month for keeping Horse accoutrements in repair. When — Government were pleased to adopt another mode for feeding their Horses; the allowance for keeping Saddles &c

in

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in repair still continued as before. It is a well known fact, that Horse Accoutrements not in use are more liable to decay, than when in charge of the Sepoys, as the Company make no allowance for Stone houses or people to take care of Horse Accoutrements, and the Company will sustain a great loss if Horse Accoutrements are not kept in repair ready for immediate service, tho the number of Horses may be inferior to those of Accoutrements. -

A true Copy

(Signed) Henry Malcolm
Mily Sud Secy

To John Wynch Esq
Paymaster at Vellore

Sir,

In December 1790 when Major Tonyn resigned the Honorable Company's Service, the Command of the Regiment devolved to Captain Orr. he sent to the Stables at Warriore near Trichinopoly one Hundred and odd Horses, and about many Spare Saddles under the Charge of Lieutenant Scale, who demanded the whole Contract from me, also the 2½ fanams for repairing and keeping in repair the Saddles. I refused to pay him, his answer was to me that if I did not he would Complain of me to Government, as he knew well I was allowed 2½ fanams for

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for each Saddle, whether there was a horse or not, further said if I did not, that he would prosecute me by the Civil Law, Sooner than have any thing of the kind, I paid him the half Pagoda for each Saddle for month over and above the number of Horses he had.—

In February 1791. I had the honor of Marching under the Command of Lord Cornwallis up the Ghauts to Bangalore. Where there was a verbal Brigade order, for the Brigade to leave as much of the Stores and Camp Equipage behind as possible, as we were to return again— On this occasion I left a vast number of the— Regimental Stores and Saddles, owing to the great Carriage amongst the Cattle, as did all other Corps, and on our arrival at Vencatgurry the 19th of april 91.— I was ordered " down the Ghauts the 20th to Vellore, and never had an— " opportunity of returning to get the Stores I left, I was " obliged to write to Cornet Nuthall, who belonging to my— " Regiment, that was one of the Officers admitted by his Lordship to act with the 3d Regiment of Native Cavalry. That as the Garrison was to be given up to Tippoo, I requested of him, to hire Carts or bullocks to send the Stores of the Regiment to me, then at the Race Stand at the Mount, Saddles &c &c which Cost me 66 Pagodas, the bill for this, and some more Charges which I had disbursed out of my own pocket,

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I sent to Mr Brunton who said it could not be paid
when he was acting Accountant General.

And in December 1792, under the Command
of Major Young we marched to the Mount, the Enemy's Horses
being in the Country, I was obliged to hire a house at Vellore
to put all the Spare Mares and Saddles in for Safety, at
the rate of 1½ Pagodas and a half ₱ month. — On my
returning to Arcot I found the Saddles so bad that
I Condemned 60 of them, and made new ones in their
room at 5 Pagodas and a half Each, which I will venture
to say there is not such Saddles in the Country, Europe
Excepted, and never had one Cash for them more than
the Monthly allowance —

I not only have to request this Check
being taken off, but have to request the Continuance of the
21 fanams ₱ month for each Saddle, otherways Commandants
of Regiments of Cavalry must be more out of Pocket by the
Contract, than they can afford — besides I keep three
Moockeys in my monthly Pay, one Mastry 5 Pagodas,
Batta when in the field 1 Pagoda and 23 fanams, two
Moockies at 3 Pagodas each, and 1 Pagoda and 15 fanams
batta in the field.

Now after stating all those facts I
hope Government will take it into their consideration
and

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and I flatter myself will find that my Charges is not
expend to my Disbursements

I have the honor to be
&c &c &c

Arcot 31 January
1794.

(Signed) J.W. Murray
Majr

To Colonel Henry Malcolm
Military Auditor General

Sir

I am impossible for me at the distance
I am from Fort St George to produce the Certificates required in the G.O. of the
11th of November and have not by me any Vouchers for the
loss of Saddles; I can only say that I would not voluntarily
put myself to any Extraordinary Expence, Either for the
repair of Saddles. or Supplying new ones for those that
were lost, or rendered totally useless by the Trees being
broken in removing them from place to place. — at the
same Time, that I have avoided Every unnecessary —
Expence, I can justly add; That I never have spar'd
any necessary Expence to repair and keep my Sadlery
in good order; and replace with new ones such as were lost
or broken. —

On a review of my accounts some Time ago. —
I found that my Extraordinary Expences for furnishing
Sadlery,

1391 Fort St George 14th May 1795

Sadlery, amounted to fifteen hundred Pagodas.

By Extraordinary Expences, I mean over and above my usual Monthly disbursements for Moochies Chunkolers, Leather, Carriage &c.

When my Regiment was ordered into the Carnatic in July 1791, to recover the Reduced Horses and refit the Sadlery, I furnished my Regiment at that Time with two hundred, or more, new Saddles and Equipments Compleat; and the under of the Saddles of my Regiment with new pannechy, wth Bridles, Stirrup leather and Straps &in sort; with new sheets and flaps to such as required it. The whole of my Expence on that occasion, in addition to my usual disbursements, amounting, as before said, to 1500 Pagodas Money absolutely paid to the Moochie at Tanjore, the Moochie at Madras & to Major Young for Sadlery intended for his own Regiment; but as it did not return up the Ghauts, he spaid them to me - If Vouchers are necessary for this Expence I can in a short Time produce them, and have delay'd writing to you for some Time, hoping I should be able to enclose them at present -

I beg leave to observe that my principle

Off

1392

Fort St George 11th May 1795.

loss of Saddles was previous to the Time stated in the G. O. of 11th September last. My greatest loss of Saddlery was when the army first advanced to Seringapatam; when few Officers were account for their private losses, and few Departments for the Public; and again, when the army Retired from the Neighbourhood of Seringapatam - my Spare Saddles, of which I had many at that Time; suffrid the same fate as great part of the Stores of the army; they were destroyd for want of Carriage - at this Time when my Regiment was very weak in Horses; I only drew Saddle Money for the number of Horses absolutely marching from day to day with the army - How, and when those Saddles were lost or destroyd I cannot now determine, and it would be Stele more difficult to call a Committee to ascertain it

When I was in the Carnatic in 1791 my Regiment received fifty two Horses, in addition to the former Establishment. The Saddle purchase Money for which Horses I have not yet received -

after the above date, and during the Time that is included in the enclosed Return; the Marches of the army were by Interrupted

than

1393.

Fort St George 14th May 1795

than before and the loss of Saddles not so frequent or numerous.—

It will appear by the Enclosed Return that I have drawn for the full Establishment from May 1793 altho I drew only for 390 the preceeding Months,— which I was led to do by information from the P. Master that it was the general mode of making out accounts—and that Government would hold me responsible for the Compleat number of Saddles when called on; but he would not admit of drawing in Arrears for my former neglect, which has been a loss of some thousand Pagodas to me.—

Enclosed is the Account of Saddles drawn for, as required by the late G. O. (May I leave once more to draw your attention to my great loss being previous to the Time included by those orders and replaced at my own Expence.)

I am sorry I cannot furnish the Certificates required for my loss; but it would be vain to look back for proof;

The new Saddles made upon the Carnatic without any Allowance from Government proves that my loss must be great.

I hope to be Excused if I have carried my Retrospect further back than was necessary for your

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your Information; and than what is required by the G. O. —
But my loss being previous to the Time Specified from
my Return, on account as Inclosed — I have been thus
particular, that I may solicit your influence with Government
to make me some allowance for the various sums I
have omitted to draw in my former Accounts; and for
the Extraordinary Expence I was at in refitting my
Regiment for Field Service in 1791 —

I have the honor to be
&c &c

(Signed) J. Stevenson
Major Cav.y

Tinnevelly
24th November 1794

Colonel Malcolm
Military Auditor General

Sir,

I agreable to the Orders of Government, I have
the honor to enclose "Account of the Number of Saddles —
"drawn for by the 4th Regiment of Native Cavalry, from
"april 1792 to July 1794 or twenty Eight Months together" —

I have made a N. B. at the bottom
of the account, specifying, deficiencies of Saddles, Antecedent
to April 1792 as my Corps was completed with 475 —
Saddles, soon after being Raised, for an allowance
of

1795

Fort St George 14th May 1795

of Four Star Pagodas each Saddle complete, by order of
Government and with an additional 1,400 Star Pagodas
disbursed on my own account. Notwithstanding several
other Regiments have been supplied, with those Saddles
altho' I had taken such measures, as to have them made
in the most durable, and handsome manner without
any recompense whatever; nay I was obliged to pay
Batta to my Quarter Master Lieutenant Creutzer, whilst
superintending the making of the Saddles at Tanjore
as I am ready to submit the extra
charges, I am desired to your inspection, and deliver them
upon honor, I am to request you will have the goodness
to represent the circumstance, to the Right Honorable
the President in Council, that it may be judged, how far
I am entitled, to have those extra charges reimbursed.

Cavalry Cantonment
September 28. 1794.

I have the honor to be
&c: &c:
(Signed) Wm Younge
Major Commandt
4th Regt Cavalry

NB

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N B. Alluded to in Major Younge's letter of 28th September 1794.

" N B. Deficiencies of Saddles anticedent to April 1792.

			Saddles
15th of January 1791.	Samash Cawn Private sent on Detachment missing with his Horse and Saddle Compleat		1
5th of March	"	3 Bullock load taken by the Enemy	30
6th of D.	"	89 Horses taken and missing with Saddles compleat	89
12th of D.	"	Dewiah Cawn Naig deserted with his Horse and Saddle Compleat	1
14th of May	"	Mahomed Cawn Private D. D. D. & D. D.	1
16th of D.	"	Gollam Hussain Havr. & Fakeer Odeen Private } taken by the Enemy with their Horses and Saddles compleat	2
18th of D.	"	Shaik Goff Private missing with his Horse and Saddle Compleat	1
20th of D.	"	Gollam Hussain Private D. D. D. & D. D.	1
27th of D.	"	Saddles burnt at Cunnambaddy to prevent them falling into the Hands of the Enemy Saddles Compleat	72
14th of June	"	Darwish Mahomed Private deserted with his Horse and Saddle compleat	1
15th of August	"	transferred to the 3d Regiment of Native Cavalry — Saddles Compleat	94
5th of September	"	transferred to the 5th Regiment of D. D. Saddles Compleat	33
18th of October	"	transferred to the 5th D. of D. D. Saddles Compleat	1
29th of November	"	transferred to the 5th D. of D. D. Saddles Compleat	6
		Total.	333

Cav Cantonment
28th of September 1794.

(Signed) Wm Younge
Major Commt 4th
Regt Cavy

A true Copy
(Signed) Henry Malcolm
Mely Asst Genl

Received

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Fort St George 11th May 1795

Minutes of the Board upon the foregoing Letter from the Military Auditor General.—

Resolved, after a full consideration of the case, that the Supernumerary Saddles attached to the Regiments of Native Cavalry be a charge upon the Company, in respect to the allowance for repairs, equally with the Saddles in actual use, provided it shall be found that the former are in good condition, and fit for use.

Resolved that Commanding Officers of Regiments of Native Cavalry do assemble a Committee of Officers to inspect and report upon the present state and Condition of the Supernumerary Saddles and to forward the reports to the Military Auditor General, in order that the payment of the arrears drawn for in the monthly abstracts and claimed in due time, may be regulated thereby.—

The Board do not consider the 19th Regiment of Light Dragoons to be similarly situated with the Native Cavalry in respect to accoutrements; and so long therefore as the practise may prevail of sending Accoutrements from England, at the public expence, Colonel Floyd can only draw an allowance for the repairs of such Saddles as are in actual use.— that is— for the number of Horses with the Regiment— Agreed that this be explained to Colonel Floyd with

the

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Fort St George 14th May 1795

the view of affording him an opportunity of entering
upon the subject, in case he has any observations to make
that might induce the Board to alter the opinion here
stated. —

As it is expected that the Regiments of
Native Cavalry will be completed with Horses in the
course of a few months — Resolved, that the Monthly
Allowance of twenty one (21) Fanams for the repair and
keeping up the Saddles and horse-accoutrements be
drawn for, in proportion to the establishment (456) of
each Regiment respectively, Commencing with the month
of June next — That, the Commandants of the Native
Cavalry Regiments be therefore enjoined to provide —
forthwith Saddles and accoutrements of Good and well-
seasoned materials, for the full establishment of each
Regiment, after which, that they be held responsible
that the full establishment be always kept up and
fit for immediate Service, without any expence to the
Company on account of Casualties, or otherwise, beyond
the amount of the allowance now authorized to be
drawn Monthly — and that, the Saddles and Accou-
=trements be subject to muster as often as the — o o
Commander of the Army shall direct, exclusive of
the Musters to be taken Monthly, or once in two months
by the Muster Masters. —

Read

Vide Letter from Major Young in Council the 1794 & report of the Military Board upon that Letter inclosed the 1794

1399

Fort St George 14th May 1795

Read the following letters from —

Lieutenant Colonel Sterling. —

Right Honorable Lord Hobart

Governor &c &c &c

My Lord,

From Commandant at Pondicherry recommends a Reform in the Police Department —

I am honored with your Lordship's favor of the 8th instant and agreeable thereto enclose a Sketch of what I had in contemplation in case your Lordship might not think proper to appoint Monsieur Collin, under the circumstances stated in my letter of the 25th Ult.

The reason for allotting so high a Salary to the Cutwal, is to prevent any plea for fraud or exactions on his part, and placing him immediately under my orders, is a measure of necessity, from the Soldiers and other English so constantly frequenting the Bazars, of whom neither the Police, nor other Tribunals can take cognizance —

Much inconvenience was felt in this respect during Monsieur Fumeron's time, as he was always obliged to have recourse to me, whenever disputes arose where the Troops were concerned —

I have the Honor of transmitting the Treaty, fortunately for the British interests the bold measures then planned failed in execution,

Lord

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Fort St George 11th May 1795

but your Lordships will perceive what would have been our fate, had the confederacy proved successful.—

I have the honor to remain
With the utmost respect.—
&c. &c.
(Signed) M.P. Sterling

Pondicherry
10th May 1795

The present Monthly Expenses of the Police at Pondicherry amounting to Rupees 520, besides charges for the maintenance of Prisoners, and one European—only being found inadequate to the various trifling points in hourly discussion among the Natives, independent of clashing interests between a Police Master and the Choultry Court, it is proposed to abolish the Police— altogether on the present system, by which not only a considerable saving will accrue, but the business be conducted in a simpler and more expeditious manner for all parties— as follows.—

First.

To transfer the decision of all Causes— heretofore cognizable by the Police, such as Disputes— between the European Inhabitants, under Ten Rupees value, Litigations respecting House Rents, Disputes— between Masters and Servants &c. &c. to the Choultry

Court,

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Fort St George 14th May 1795

Court, the President of which in consideration of this trouble to receive Fifty Rupees Monthly in addition to his Salary and to be allowed an European Interpreter at Thirty Rupees, and a Writer at Twenty Rupees per Month.-

To appoint the President of the Choultry Court sole Vendue Master, the per Centage upon Sales, instead of being the private emoluments of the different Grifiers as now practised, to be carried to account allowing for the necessary expenses, and the surplus appropriated to the Subsistence of Prisoners, so that no charge to Government be made on this head.-

Secondly.-

To appoint a Native Cutwal for the immediate regulations of the Bazars, Palanquin Boys, and all Disputes and Discussion relating to Castes, under the directions of the Commanding Officer, at a Salary of Fifty Rupees per Month- Eight Bazar Peons at Four Rupees each, and Two for Extra; and for a Drummer and Expenses of Publications, Sixteen Rupees, amounting in the whole to One Hundred Rupees Monthly.-

Abstract

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Abstract

	R$	″ ″
Former and Present Monthly Expenses	520	″ ″
Proposed in future.		
To the President of the Choultry Court for his additional trouble	50	″ ″
To One European Interpreter	30	″ ″
To One Writer	20	″ ″
To be drawn Monthly by the President of the Choultry Court } Rupees	100	″ ″
To the Cutwal	50	″ ″
To Eight Bazar Peons &c.	34	″ ″
To Drummer and Expenses of Publications	16	″ ″
To be drawn Monthly by the Cutwal Rupees	100	″ ″
Saving	320	″ ″
R$	520	″ ″

Four Pagodas per Month paid to a Bazar Serjeant, is paid by the Merchants, and at their own desire for the better preservation of order.—

Right Honorable Lord Hobart

Governor and President in Council &c &c

From the Commandant at Pondicherry proposing a Reduction in the Subsistence of the Officers serving in the Privateer Le Duguay Trouin.—

My Lord,

I have now the honor to enclose a List No 1. of the persons stating themselves Officers, who belonged to the Privateer Duguay Trouin, formerly the Honorable Company's

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Fort St. George 11th May 1795

Company's Ship Princess Royal, with observations annexed which I am credibly informed, by several respectable Gentlemen here, are strictly just.

The original of a Commission † No 2 was given only Three days before the Privateer sailed, and the critical situation of Monsieur Malartic renders it easy to surmise the mode in which this must have been obtained, however, to clear all doubt respecting the Ship being fitted out solely as a Privateer, Monsieur Barlee, a Member of the Superior Council, has certified that his Agent purchased Two Actions or Shares in her, upon Monsieur Barlee's private account—

Your Lordship will perceive from the Statement, that these Persons cannot possibly have claims to pay as Officers, nor indeed any claims but what Government in it's bounty, may judge proper to allow for their Subsistence—the List only comprehends those who are paid at Pondicherry, but the remainder at the Presidency and Poonamalee are in a similar predicament.

My observation of the 8th Ultimo entirely regarded those people, but from the

tenor

† lodged in the Office

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Fort St George 11th May 1795

tenor of your Lordships instructions. I—a—v
conceived it a duty to investigate fully all
Allowances drawn here, and I find the
whole agreeable to Government Orders of
the 12th September 1793, and conformable
to the arrangement made in conse=
-quence, by Colonel Floyd with Monsieur
Chermont.—

May 12th 1795

I have the honor to remain
My Lord
Your Lordships
Most obedient humble
Servant.
(Signed) M.P. Sterling
Lieut Colonel
Comm.g Pondicherry

Officers

1795

Fort Louis Mauritius

Officers and others belonging to the Privateer. The Duguay Trouen drawing pay for the following Ranks.—

				P	S	C.	Remarks.
Meynard	Lieutenant	draws per Month		19.	15.	"	Formerly in the Country Trade, never belonged to the Navy of France
Renouilleau	do	do	do	19.	15.	"	A Volunteer on board the Privateer — D° D°
Duchatel	do	do	do	19.	15.	"	Formerly in the Country Trade — D° D°
Dufparchemy	do	do	do	19.	15.	"	D° — D° — D° — D° — D°
Amelin	do	do	do	19.	15.	"	Formerly a Secunny
Baffain	do	do	do	19.	15.	"	D° in the Country Trade
Salle Franque	Ensign	draws per month		15.	21.	"	Said to have been a Billiard Marker at Mauritius
Graffin	do	do	do	15.	21.	"	Not known what he was, merely employed for the cruize
Duchene	do	do	do	15.	21.	"	Belonged to the Slave Ship captured by Captain Newcome
Lundeau	do	do	do	15.	21.	"	Not known what he was, merely employed for the cruize
Le Maitre	do	do	do	15.	21.	"	D° — D° — D° — D° — D°
Pouslain	do	do	do	15.	21.	"	Was the Boatswain of the Privateer — D° — D°
L'hermite	do	do	do	15.	21.	"	The Gunner — D° — D°
Terrier	Surgeon	draws as Captain per month		38.	31.	"	Was in the Ranks Private in the Artillery at Pondicherry on the year 1787
Sorrin	Assist°	do as Ensign	D° D°	15.	21.	"	Not known what he was.

Pay° 278. 19. "

(Signed) M P Stirling
Lieut Colonel
Comm^g Pondicherry

Fort St. George 4th March 1806

Officers and Others belonging to the Privateer The Duguay Trouen drawing pay for the following Ranks —

		Present Pay	Pr Mo.		C.	Pay proposed in future	Rupees		
Meyraud	Lieutenant	draws per Month	19.	15	"	D°	25	"	"
Fenouilleau	d°	d°	19.	15	"	D°	25	"	"
Duchatel	d°	d°	19.	15	"	D°	25	"	"
Duparchemy	d°	d°	19.	15	"	D°	25	"	"
Amelin	d°	d°	19.	15	"	D°	25	"	"
Baissain	d°	d°	19.	15	"	D°	20	"	"
Salle Franque	Ensign	d°	15.	21	"	D°	20	"	"
Graffin	d°	d°	15.	21	"	D°	20	"	"
Duchenes	d°	d°	15.	21	"	D°	20	"	"
Landeau	d°	d°	15.	21	"	D°	20	"	"
Le Maibe	d°	d°	15.	21	"	D°	20	"	"
Pouclain	d°	d°	15.	21	"	D°	20	"	"
St hermite	d°	d°	15.	21	"	D°	25	"	"
Terrior	Surgeon	As Captain for Month	38.	31	"	D°	20	"	"
Sorrin	Assist d°	as Ensign D°	15.	21	"	D°	20	"	"
							335	"	"
		Pay	278.	19	"	Proposed reduction	639	6	"
						Rupees	974.	6	"

Pay 278. 19. Ex'd @ Rupees 350 per Pay 100 is Rupees 974. 6 "

Orders

1407

Fort St George 11th May 1795

Ordered that the plan of reform—

Minutes upon the two forgoing Letters from the Commandant at Pondicherry.

proposed by Lieutenant Colonel Sterling, in the Police Department, be carried into execution, with the exception of an European Interpreter, which does not seem necessary.

Resolved that the allowances to the Officers of the Duguay Trouin be reduced, as recommended by Lieutenant Colonel Sterling.

Read the following letter from Major Roberts.

William Collins Jackson Esqr.
Military Secretary

Sir,

I request you will inform the Right

From Major Roberts— requesting a supply of Cash for his Detachment and to know when the staff Allowances are to be discontinued—

Honorable the President in Council, that before leaving Hydrabad I was furnished with 40,000 Rupees by Captain Kirkpatrick the Resident which enabled me to make the Disbursement to the Detachment for at March there now remains only 5907 Pagodas 9 f. 10 and as it is most probable we cannot arrive near any of the Honorable Company's Garrisons till the latter end of May I hope the Honorable Board will order a Supply of Cash to enable me to pay the Detachment for a period about 7 or 8000 Star Pagodas with the Balance in the Tumbrel will be sufficient for that

Fort St George 11th May 1795

that purpose.

I shall also be glad to be informed when the allowances to the Staff of the Detachment are to cease.

I have the honor to be
&c &c
Signed George Roberts
Major

Camp Melkapoor
30 april 1795

Minute on the forgoing Letter. —

Ordered that Mr Uwanghan be directed to advance Major Roberts the Sum of 8000 Pagodas to supply the wants of the Detachment.

Read the following letter from his Highness the Nabob. (entered also in C.C. No 43.)

Translation of a Letter From His Highness the Nabob of the Carnatic &c &c &c &c &c &c &c

To the Right Honorable Lord Hobart Governor of Fort St George.

Dated 1 May 1795
Received 11th Do Do

From the Nabob — has discharged the Kist due on the 1st Instant. completes the Payment of the arrears due to the late Captain Joshua Smith. —

I have this day paid, by the blessing of God, the Sum of Two Lacks of Star Pagodas, the full amount of the Kist of the 1 May 1795. and Mr Secretary Webbe has furnished me with Receipts for the Same —, I have also sent the Sum of Pagodas 1619: 27: 20: on account of Arrears of Pay due to the late Captain Joshua Smith, and which sum is in full of the said Arrears — I Be-

pleased

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pleased to acknowledge the receipt of the same.

What can I say more?

A true Translation

(Signed) A. Falconar
Pro. Sy.

Read the following letter from Lieutenant Colonel Geils.

The Right Honorable Lord Hobart
President Governor in Council &c &c &c
Fort St George

My Lord,

I had expectation upon Lieutenant Colonel Bidulph's promotion; that the bar to my obtaining the rank of Colonel would have been altogether removed but I find there is still another Officer Lieutenant Colonel Cunningham returned from Lord Clives bounty List who I am told has stated some Claim to a prior date of rank, but who has probably omitted to bring forward the following resolution of the Honorable the Court of Directors so applicable to his situation General Letter 27th March 1778 par 50.—

"We have resolved that every Officer already admitted or who shall hereafter be admitted into the Company's Service, and henceforth become pensionary upon partake of, or receive any allowances, or benefit from the

From Lieutenant Colonel Geils— states his Claims of Priority of Rank to Lieutenant Colonel Cunningham and requests to be appointed Colonel Commandant of Artillery (agreeably to the Court's orders) on the late Promotion of Colonel Bidulph—

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Fort St George 14th May 1795

"the Military Fund established by agreement between the
"East India Company, and the late Right Honorable Lord
"Clive, shall be considered as having totally relinquished,
"and absolutely given up every pretension to the Company's
"Service; and shall on no account or pretence whatever be
"restored to the said Service" General orders Government
12th February 1788 Lieutenant Colonel Cunningham of the
Infantry and Major Lloyd of the Artillery are permitted
to retire on Lord Clives Bounty the former is to be allowed
his pay and Quarters up to the 30th April, and the latter up
to the 29th February inclusive.

In my enquiries on the subject of
Lieutenant Colonel Cunningham's first admission into the
Service, I find Mr George Cunningham Midshipman
of the Hector was admitted a Cadet in the Country the same
year Viz 1766 that I was appointed a Cadet for the Artillery
by the Court of Directors consequently if the plea of "
appointments at home preceding appointments in India
of the same Year be admitted, supposing my appointment at
the India House to have been even posterior to the 20th August
1766 which I believe it was not, I am clearly of senior
standing in the Service to Lieutenant Colonel Cunningham,
and the Honorable Company's orders are "that I shall
be promoted to the rank of Colonel when all the Officers

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"of Infantry present in India of senior standing to mein
"the Service shall have obtained that rank".

The Court of Directors having permitted
Lieutenant Colonel Cunningham to "return to India" and
Government having been pleased to declare his admission
on the effective List of the Army with his former rank
appears to me a circumstance so very extraordinary and
so much at variance with the Honorable Court's Orders
of the 27th March 1788 as to oblige me to be silent on the
subject and only to request your Lordship would be pleased
to direct that in Consequence of Lieutenant Colonel Wilcocks
promotion to the rank of Colonel, I may be appointed Colonel
upon the Establishment but to remain the youngest of that
rank until "all the Officers of Infantry of the establishment
present in India of senior standing to me in the Service
shall have obtained that rank" which can be injurious
to no one but may eventually save me the mortification
of being transferred to the King's with a lower rank than
my situation and length of Service fairly entitles me
to - and which the arrival of the Packet daily expected
may put beyond the power of Government or the Court of
Directors to redress by announcing the incorporation
of the two Services -

I have the honor to be
&c &c &c

Signed Thomas Geils
Lt Colonel

a

Mount
8th May 1795

1412

Fort St George 14th May 1795

As it appears in reference to the records of this Government that Lieutenant Colonel Commyngham's first Commission in the Service was dated in 1766, whilst Lieutenant Colonel Geils's was dated in 1767, it would be evidently — " inconsistent with the late orders of the Court of Directors to promote the latter to the rank of full Colonel, while an Officer of Infantry present in India of senior standing to him in the Service, continues in the rank of Lieutenant Colonel. —

Remarks of the Board in the foregoing Letter from Lieutenant Colonel Geils. —

Read the following Letter from Colonel Floyd. —

Right Honorable The Governor in Council

My Lord,

It is necessary to report that the Barracks — " inhabited by the 5th Battalion Native Infantry are extremely dilapidated, and ready falling. For your more particular — " information I have the Honor of enclosing the Report of the Engineer who examined the Quarter by my Directions.

From Commandant at Trichinopoly recommends that new Barracks be built for the Native Infantry Corps in that Garrison — Complaint of Mr Vaughan's refusing to pay Batta to a Detachment of the 9th Battalion stationed at Onellore. —

I humbly conceive that if you have intentions of building Sepoy Barracks within the Fort of Trichinopoly, it would be better to begin them at once than incur the expence of three or four Hundred Pagodas for — " repairing an indifferent place, badly situated.

I have further to report that one " Company

11413

Fort St George 14th May 1795

Company of the 5th Battalion Native Infantry has been stationed at Mellore by your orders, as a protection for the High Road, and a curb to the Colleries. Mr Vaughan, Pay-Master, refuses to pay Batta to this Company, as He formerly did, without alleging any other Authority than his own opinion. The Duty on this Company is remarkably alert, as they have small Detachments perpetually securing the Road for many Miles, and I humbly conceive merit the allowance of full Batta as much as any Troops whatever, and I request Your orders accordingly.-

I have the Honor to be
&c &c

(Signed) I. Floyd Colo.

Trichinopoly
May 8th 1795

To Colonel John Floyd
Commanding the Southern Division of the Army.

Sir,

In Compliance with your orders, I have examined the Barracks of the 5th Battalion Native Infantry. I have found them in a very perilous State; part of the Walls is fallen down, and a considerable Portion of the Terrace is intirely decayed. The remaining part of the Walls and Terrace requires slight repairs. I have further to observe that the Drain which carries off

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by much too small; for I am informed that in the — of
Monsoon Season, there is Water two or three feet Deep
in and round the Barracks, which not only renders
them uninhabitable to the Sepoys during that period,
but is also very prejudicial to the Walls which are
of Brick and Mud. — To remedy this, a new Drain
thro the Rampart and Fausse Bray must be made. —

I have the Honor to be
&c &c
(Signed) Tho.s F. De Havilland
Engr
asst. Engr S. D.n

Trichinopoly
April 29th 1795

Read the following letter from
Colonel Braithwaite. —

To the Right Honorable Lord Hobart
Governor in Council &c &c &c

From Colonel Braithwaite — with Papers relative to the Fluctuations which has taken place in the Exchange of the Coily Fanams in the Payments made by Mr. Vaughan and the Distress — & " resulting therefrom to the Sepoys —

My Lord,

In obedience to your Lordship's Commands conveyed to me in Mr. Secretary Jackson's letter of the 16th ultimo I addressed Colonel Floyd, and have now the honor to enclose the result, from which it appears that the exchange has not been at 17½ Coily fanams for a Star Pagoda as your Lordship seems to have supposed. —

I have the honor to be
&c &c
(Signed) John Braithwaite
Colonel

Head Quarters
Choultry Plain
May 10th 1795. —

11415

Fort St George 11th May 1795

Colonel Brathwaite
Commanding the army,

Sir,

I have the honor of your commands signified by your Secretary, Dated 18th april ultimo together with two enclosures; one an Extract of a letter from the Revenue Board and one an Extract of a letter from Government to you.

To afford Prelly complete information I have the honor of enclosing (No 1) a Statement of the quantity of the necessaries of life Procurable for one Star Pagoda at Trichinopoly, and for 17 1/2 Coily fanams in the Dindigul District — I have also added a Statement from Palamcottah showing the quantity to be Purchased for one Star Pagoda — These Statements are correctly taken from the originals forwarded by the Commanding Officers — The measures in use at each Place are stated in the first column; and in the second are converted into a real Measure, or Seer, twelve of them making one Madras Measure. As to the Viss, or rich weight, it is stated according to the standard of the Place, and differs —

No 2 is a letter from Captain Oliver Commanding the 13th Battalion Native Infantry at Pyhy, which appears to be very necessary to be known to you and to Government, as exhibiting the Fluctuation of Exchange, always below 17 1/2 Coily fanams for one Star Pagoda

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Fort St. George 11th May 1795.

Pagoda, ever since December 1792, which appears to be the real subject of Complaints; for the Price of Articles seems reasonable enough, comparatively. —

If this fluctuation has no rule but the will of the Paymaster, the Troops are certainly liable to be wronged, and it does not appear that any alteration has been warranted, since Government resolved, in September 1792, that the Troops should be Paid at the Exchange of 17 p.c Coily Fanams p. Star Pagoda.

I withhold the letter of Lieutenant Colonel Cuppage, as it contains nothing different from Captain Oliver's, only that the Exchange continues at 16 p.c since January last. —

I have the honor to be
&c. &c.

(Signed) J. Floyd C.C

Trichinopoly
May 6th 1795

True Copy
(Signed) W. Wilson Sec.y

Statement

Statement

of the Quantity of several Articles of the Necessaries of Life, procurable at Trichinopoly, and at Palamcottah for one Star Pagoda — and at Dindigul and Pylney for 17½ Coily fanams — 26th April 1795.

Articles	Trichinopoly Measures			Dindigul			Pylney			Palamcottah		
	Trichinopoly	Arcott	Seer weight	Do	Dindigul	Arcott	Seer weight	Do	Pylney	Arcott	Seer weight	Do
										Gallon = 8 Seer		
Car	54½	68¾	"	"	65⅞	82	"	"	78¾	98⅞₁₆	"	"
Camboo	55	68¾	"	"	59⅛	73⅞	"	"	78¾	98⅞	"	"
Cable	49	61¼	"	"	54½	68¾	"	"	72	90	"	"
Gulingarchi	60	75	"	"	65¼	76⅞₁₆	"	"	85	106¼	"	"
Goulong	"	"	"	"	148½	60¾	"	"	"	"	"	"
	135	168¾	"	"	105	131¼	"	"	70	87½	"	"
	"	"	3¼	"	"	"	3½	"	"	"	3⅜	"
	"	"	"	30	"	"	17½	"	"	"	"	"
Fish first Sort	"	"	"	60	"	"	35	"	"	"	70	"
D°	"	"	"	30	"	"	70	"	"	"	70	"
Fish	"	"	30	"	"	"	35	"	"	"	35	"
w	"	"	15	"	"	"	26½	"	"	"	136	"
f	"	"	53	"	"	"	105	"	"	"	31¼	"
rind	50⅛	62½	"	"	78¾	98⅞₁₆	"	"	63¾	56⅞	"	"
	"	"	8	"	"	"	11⅝	"	"	"	10⅝	"
	"	"	6	"	"	"	10	"	"	"	2⅜	"
le Nut	"	"	20	"	"	"	60	"	"	"	16½	"
ce	120	150	"	"	157⅛	196⅞	"	"	157½	196⅞	"	"
hanee	120	150	"	"	183⅞	229⅞₁₆	"	"	157	196¼	"	"
bee	120	150	"	"	135¼	169⅛₁₆	"	"	157½	196⅞	"	"
lum	"	"	13⅜	"	"	"	10	"	"	"	10½	"
ngelly oil												

	Gallon = 8 Seer			
	41¼	55	"	"
	37½	50	"	"
	33	44	"	"
	41¼	55	"	"
	48¼	55	"	"
	264	352	"	"
	"	"	4½	"
	"	"	"	"
	"	"	31¼₆	"
	"	"	41¼₆	"
	"	"	30¼₆	"
	"	"	25	"
	"	"	62½	"
	21	28	"	"
	6	8	"	"
	"	"	9⅞₁₆	"
	"	"	12½	"
	84	112	"	"
	90	120	"	"
	66	88	"	"
	96	128	"	"

Fort St. George 11th May 1795

Lamp D°							15	"			22	"			8¾	"		9½	12¾	"				
Horse Gram			94	117½	"	"	131	163¾	"	"	122½	153¾	"	"	45¼	55	"	"						
Green Gram			50½	63⅜	"	"	57¾	70⅝	"	"	43¾	54⅞	"	"	20⅞	27½	"	"						
Black Gram			52½	65⅞	"	"	65⅞	82	"	"	48½	60⅛	"	"	18¾	25	"	"						
Juggery			"	"	20	"	"	"	22	"	"	"	16¼	"	"	"	62½	"						
Sugar			"	"	8	"	"	"	6	"	"	"	4¾	"	"	"	9	"						
Fire wood		Mons load	"	"	"	30	"	"	"	42	"	"	"	52½	"	"	"	33						
Beatties			"	"	"	6000	"	"	"	6000	"	"	"	"	"	"	"	7500						
Bettle leaf			"	"	"	12000	"	"	"	26840	"	"	"	26250	"	"	"	8250						
Cocoa Nut			"	"	"	130	"	"	"	87	"	"	"	70	"	"	"	100						
Pumpkins			"	"	"	30	"	"	"	80	"	"	"	35	"	"	"	33						
Chatties			"	"	"	360	"	"	"	140	"	"	"	175	"	"	"	180						
Toddy			40	50	"	"	26¼	32⅞	"	"	26¼	32⅞	"	"	165	220	"	"						
Mucha Cooty or Beans			82½	103⅛	"	"	90½	113⅛	"	"	70	87½	"	"	27	36	"	"						
Onions			"	"	58	"	"	"	"	"	"	"	27¾	"	"	"	75	"						
													6⅜	"	"	"	27½	"						
The following articles are under the Heads of —																								
Curry Stuff —																								
Common Seeds			"	"	9¼	"	"	"	13⅜	"	"	"	"	"	"	"	"	"						
Corriander Seeds			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"						
Mustard			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"						
Vendyam			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"						
Garlick			"	"	22	"	"	"	26¼	"	"	"	20⅞	"	"	"	22	"						
Cardimum			"	"	1½	"	"	"	1½	"	"	"	"	"	"	"	"	"						
Cloves			"	"	⅝	"	"	"	⅜	"	"	"	"	"	"	"	"	"						
Cinnamon			"	"	27/16	"	"	"	1	"	"	"	"	"	"	"	"	"						
Tummaricck			"	"	24	"	"	"	22	"	"	"	"	"	"	"	"	"						

True Copy
(Signed) W. Wilson Secy

(Signed) J Floyd Colr

Fort St George 19th Augt 1799

Statement

of the Quantity of several Articles of the Necessaries of Life, procurable at Trichinopoly, and at Palamcottah for one Star Pagoda — and at Dindigul and Pylney for 37½ Coily fanams — 26th April 1795.

Articles	Trichinopoly Measures: Trichinopoly	Trichinopoly Measures: Arcotte	Trichinopoly Measures: Seers weight	Trichinopoly Measures: Do	Dindigul: Dindigul	Dindigul: Arcotte	Dindigul: Seers weight	Dindigul: Do	Pylney: Pylney	Pylney: Arcotte	Pylney: Seers weight	Pylney: Do	Palamcottah: Gallons = Trichi.	Palamcottah: Arcotte	Palamcottah: Seersweight	Palamcottah: Do
Rice Car	5½	68⅔	"	"	65⅞	82	"	-	78¾	98 11/16	"	"	41¼	55	"	"
Do Samboo	55	68¾	"	"	59 1/16	73 7/16	"	"	78¾	98⅞	"	-	37½	50	"	"
Do Table	49	61¼	"	"	54½	68⅔	"	"	72	90	"	-	33	44	"	"
Poulingarchie	60	75	"	-	61¼	76 11/16	-	-	85	106¼	"	-	41¼	55	"	"
Poulong	"	"	"	-	48⅔	60⅔	"	"	"	"	"	"	41¼	55	"	"
Salt	135	168¾	"	-	105	131¼	"	"	70	87½	"	"	264	352	"	"
Pepper	"	"	3/4	"	"	"	3½	"	"	"	3/8	"	"	"	1½	"
Salt Fish first Sort	"	"	"	30	"	"	17½	"	"	"	"	"	"	"	"	"
Second Do	"	"	"	60	"	"	35	"	"	"	70	"	"	"	31 3/16	"
Fresh Fish	"	"	"	30	"	"	70	"	"	"	70	"	"	"	41 3/16	"
Mutton	"	"	30	"	"	"	35	"	"	"	35	"	"	"	30 3/16	"
Chillies	"	"	15	"	"	"	26½	"	"	"	136	"	"	"	25	"
Tamarind	"	"	53	"	"	"	105	"	"	"	31¼	"	"	"	62½	"
Oil	50⅛	62½	"	"	78¾	98 11/16	"	"	43¾	54 7/16	"	"	21	28	"	"
Rice	"	"	8	"	"	"	11½	"	"	"	10 7/16	"	6	8	"	"
Betle Nut	"	"	6	"	"	"	10	"	"	"	2⅜	"	"	"	9 1/16	"
Tobacco	"	"	20	"	"	"	60	"	"	"	16⅜	"	"	"	12½	"
Jaggatchanee	120	150	"	"	157 1/16	196⅞	"	"	157½	196⅞	"	"	84	112	"	"
Coomboo	120	150	"	"	183¾	229 7/16	"	"	157	196¼	"	"	90	120	"	"
Dholum	120	150	"	"	135¼	169 5/16	"	"	157½	196⅞	"	"	66	88	"	"
Gingelly Oil	"	"	13⅜	"	"	"	10	"	"	"	16 7/32	"	9¼	12¼	"	"

Fort St. George 11th May 1795.

Green Gram			50½	63⅜	"	"	54¾	70⅛	"	"	43¾	54⅞	"	"	20⅜	27½	"	"					
Black Gram			52½	65⅝	"	"	65⅝	82	"	"	48⅜	60⅛	"	"	18¾	25	"	"					
Juggery			"	"	20	"	"	"	22	"	"	"	16¼	"	"	"	62½	"					
Sugar			"	"	8	"	"	"	6	"	"	"	4¾	"	"	"	9	"					
Fire wood		Mons load	"	"	"	30	"	"	"	42	"	"	"	52½	"	"	"	33					
Brattles			"	"	"	6000	"	"	"	6000	"	"	"	"	"	"	"	7500					
Beetle leaf			"	"	"	12000	"	"	"	26840	"	"	"	26250	"	"	"	8250					
Cocoa Nut			"	"	"	120	"	"	"	87	"	"	"	70	"	"	"	180					
Pumpkins			"	"	"	30	"	"	"	80	"	"	"	35	"	"	"	33					
Chattles			"	"	"	360	"	"	"	140	"	"	"	175	"	"	"	180					
Toddy			40	50	"	"	26¼	32⅞	"	"	26¼	32⅞	"	"	165	220	"	"					
Mucha Cooty or Beans			82½	103⅛	"	"	90½	113⅛	"	"	70	87½	"	"	27	36	"	"					
Onions			"	"	58	"	"	"	"	"	"	"	27⅜	"	"	"	75	"					
The following articles are under the Head of —													6⅝	"	"	"	27½	"					
Curry Stuff —																							
Common Seeds			"	"	9¼	"	"	"	13⅜	"	"	"	"	"	"	"	"	"					
Corriander Seeds			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"					
Mustard			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"					
Vandyam			"	"	24	"	"	"	26¼	"	"	"	"	"	"	"	"	"					
Garlicks			"	"	22	"	"	"	26¼	"	"	"	20⅜	"	"	"	22	"					
Cardimum			"	"	1½	"	"	"	1½	"	"	"	"	"	"	"	"	"					
Cloves			"	"	5⅛	"	"	"	⅜	"	"	"	"	"	"	"	"	"					
Cinnamon			"	"	25/16	"	"	"	1	"	"	"	"	"	"	"	"	"					
Tummaricck			"	"	24	"	"	"	22	"	"	"	"	"	"	"	"	"					

True Copy
(Signed) W. Wilson Secy

(Signed) J Floyd Colo

Fort St George 15th May 1795

11419

Fort St George 11th May 1795

To Lieutenant Colonel Cuppage
Commanding Dindigul

Sir,

Agreeably to your desire I send you a list of the articles which a Sepoy requires for consumption, with the quantity of each to be Purchased at this station at Present for 17½ Coily fanams; and deem it necessary to observe that every article is nearly fifty Per Cents cheaper than at any Period since my arrival here, to be attributed to the intercourse with the Coimbitoor country being stopped by order of Tippoo.

As it appears to me that the Board of Revenue entertain an idea that the exchange of the Star Pagoda at Dindigul, agreeably to the resolution of Government of the 7th November 1792, has been 17½ Coily fanams, I feel it incumbent upon me, to justify the representation I have made, to acquaint you for the information of the Right Honble the President in Council, and the Commander in Chief, that the exchange was reduced to 15¾ in December 1792, after the Sunnamalle and Perramulla coily fanams were discontinued as Currency by order of Government, and continued at that exchange to November 1793, when it was

1420

Fort St George 11th May 1795

was raised to 15 1/2 and remained so to the latter end of December 1794 — In January 1795 the Star Pagoda exchanged for 16/4 and my Corps (the Natives) were Paid in coily fanams at 15 7/8. at which they shewed much dissatisfaction.

The Pay for February was — tendered in these fanams at 15 1/2, but afterward Paid at 16/4, which Prevented my Public Letter to you on the subject being forwarded — that for March has been also Paid at 16/4 — I have been thus explicit to Prove that 17 1/2 Coily fanams have not been the exchange for the Star Pagoda since December 1792. —

I have the honor to be

Sir,

Your obedient humble

Servant,

(Signed) James Oliver

Capt Comg 13th B.N. Infty

Sydney
April 26 1795

True Copy

(Signed) Wm Wilson Secy

The

1421

Fort St George 14th May 1795

Observations of the Board upon the two foregoing Letters

The constant complaints that have been preferred against Mr. Vaughan for several years past, by almost every person who has had concern with him in his capacity of Paymaster; and the frequent admonitions he has received from Government (which have had no other apparent effect than to make him persist in a Conduct totally inconsistent with his public duty) at length compel the Board to the necessity of removing him from the Offices of Paymaster and Storekeeper at Madura — a Measure that they would not have adopted if he had not given repeated proof of a marked inattention to all the warnings which had been conveyed to him, of what would be the inevitable — consequence, in case there were not an alteration in his temper and conduct. — Resolved that the foregoing be communicated to Mr. Vaughan, and that he be referred to the

Mr. Vaughan removed from the Employ of Paymaster and Storekeeper at Madura.

1422

Fort St George 14th May 1795

the letters which he has received from — a
Government, which will afford him sufficient
demonstration of their desire to avoid any act
demonstration of severity, whilst there was the smallest hope
that a milder proceeding would have had
effect. —

Agreed that Mr. Robert Hughes
Mr. Robert Hughes appointed in his stead — be appointed Paymaster and Storekeeper at — a
Madura and Dindigul. —

In order to afford Mr. Vaughan
the opportunity of re-establishing himself in the
good opinion of the Board, it is resolved to — a
Mr. Vaughan appointed Paymaster and Storekeeper in the Baramahal vice Hughes. — appoint him Paymaster and Storekeeper in
the Baramahal, where it is hoped, he will
discharge his public duty with more — a a
satisfaction to his Superiors, than hath —a
hitherto

11423

Fort St George 14 May 1795

hitherto been the case. —

Hobart

" Eon Saunders

" E H Fallofield

"

Examined

Edwd Robt Hargrave —

1424

14

Fort St. George May 1795.

Diary.

Received Letter from Sadoojee Rows Intend

Substance of a letter from Sadojee Row

in C.C. No. 44 Soliciting the favor of Government and setting forth his Claim to Goote.—

Received the undermentioned letters

Entered in M. B. Nos. 66.. 67.. 68.. 69.. 70.—

From Lieutenant Col. Gent.—

From Lieutenant Colonel Gent to the Town Major, transmitting the proceeding of two Courts on Inquiry, on the Subject of Arrears of Clothing and Half Mounting due to the Detachment of Artillery lately sent to Bencoolen.—"

From Captain Butler

From Commandant at Angole advising of Bungar Rauzes Banditti having again returned to the Palnaud—has sent a Guard for the protection of Cottapatam.—"

From Mr. Martin

From Saymaster at Salamcotah transmitting an Account Sales of Eight Cast Horses.—

From Major Dunwoody

From Major Dunwoody—reporting his operations.—

From Ditto

From Ditto—expressing his Acknowledgments for his late Appointment.—"

Sent the following letters.—

"

10

1425

Fort St. George May 1795

No. 14.

To the Honorable Sir John Shore Bt.

Governor General in Council

at

Fort William

Honorable Sir,

To Bengal advising of Major Roberts Detachment having been ordered to return to the Company's Territories Copy of Captain Kirkpatrick's letter on the subject Enclosed.—

We have the honor to acquaint you that, in consequence of a letter from the Resident at Hydrabad, copy of which is enclosed, we have given directions to the Officer in Command of the Detachment, lately serving with his Highness the Nizam, to march without any delay into the Company's territories; and have authorized the Collector at Masulipatam to honor duly any Bills that may be drawn upon him by Captain Kirkpatrick for the purpose of supplying the wants of the detachment, while it remains in the Nizam's Country.—

We have as a matter of course given Orders for the discontinuance of the Staff of the Detachment, but we have not judged it expedient to make any Reduction in our Native Corps, being in daily expectation of the new Arrangements for the Military Establishment in India.—

We have the honor to be with Respect

&c. &c.

(Signed) Hobart

&c. Council.

Fort St. George
14th May 1795.

For

11426

Fort St. George May 1795

14.

To Major Dunwoody

Commanding the Troops in the District

of Vizagapatam

Sir,

I am directed by the Right Honorable the President in Council to transmit to you by express, an order of Government for the immediate removal of Captain Mc Neile with four Companies of his Battalion, to Masulipatam; and to acquaint you that it is the positive order of Lord Hobart that it be carried into execution without the smallest delay - You will of course attend to the interests of the public Service in the mode of doing it, not affecting however that no discretion whatever is allowed with respect to any part of the Order.

I am,

Sir,

Your most Obedient Servant,

Signed W.m C. Jackson

Fort St. George
15.th May 1795.

To Major Dunwoody - with orders for the immediate removal of Captain Mc Neile with 4 Companies of his Battalion to the Masulipatam District -

Surg.n

Dispatched Letter to the Resident at Hydrabad

"

To Resident at Hydrabad. -

Entered in M. B. No. 71 informing him that a reference has been made to the Rajah of Nuncatagy regarding the Claim of Saeed Ali Khan and that when a reply is received, his Letter of the 7.th December 1794 will be Answered. -

Sent

1437.

Fort St. George May 1795.

18. Sent the undermentioned Letters Entered

in C. C. Nos. 45. 46.—

To the Nabob stating the necessity of

Substance of a letter to the Nabob.— pulling down some Barracks in Trichinopoly and of building them anew either at his Highness's Expense or that of the Company — and requesting to know his Sentiments or intentions in this Respect.—

Do. Ditto acknowledging receipt of

Do.— his last payments.—

Dispatched the undermentioned "

Letters Entered in M. B. Nos. 72. 73. 74. 75. 76. 77

78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91

To Accountant General directing him

To Accountant General to prepare Bonds for the Amount of the Claims of Mr. Porcher and Messrs. Colt Baker & Co upon the Rajah of Tanjore.—

To Captain Read— To Collector in the Baramhaul advising of Mr. Hardis being appointed to the Charge of the Commissary and Pay Department until the Arrival of Mr. H. Vaughan.—

To Mr. Hughes To Mr. Robert Hughes appointing him Paymaster at Madura — Instructions for delivering over Charge to Mr. Hardis.—

To Mr. Skardon To Acting Commissary General of Grain and provisions stating the proposals which are to be accepted for supplying Grain — no Cars paid by to

Fort St. George May 1795.

18th to be laid up – the opinions regarding the Timewood Bs. at Vellore and Amboor approved – a supply of Rice intended to be sent to the Guntoor Circar from Nagore – and directing him to ascertain the expence of its Carriage from Mootapillie to the different Garisons there. –

To Ditto – the Store of Paddy ordered for Guntoor and Bellamcondah may be regulated as proposed Godowns hired for its reception – the proposals for supplying Grain at Vellore and Arnee to be accepted. –

To Ditto –

To Resident at Hydrabad, desiring that Captain Mackenzie would specify the time in which he can complete the plans he is employed upon. –

To Capt.n Kirkpatrick

To Major Roberts – authorizing him to draw upon Mr. Collector Vaughan for 8000 Pagodas – the papers and Accounts of the pay office to be sent to Madras. –

To Major Roberts

To Commandant of the 19th Dragoons – stating the Board's Sentiments in regard to the Claim of that Corps to the Allowance for Saddles and Horse Accoutrements. –

To Colonel Floyd

To Mr. H. Vaughan – removing him from his Office of Paymaster and Storekeeper at Madura and stating the grounds for the Measure. –

To Mr. Vaughan

To

1429 Fort St. George May 1795.

18.

To Military Auditor General - stating the

To Colonel Macaulay

Board's resolutions, (vide Minutes of last Consultation) upon his Report respecting the repair of Saddles and Horse Accoutrements. -

To Ditto

To Ditto certain Claims of Lieutenant Friend and Ensign Simpson to be admitted some Arrears of Pay &c. due to the late Lieutenant Alexander Morris to be discharged, and Batta to be allowed the Company of the 19th Battalion - Stationed at Madura. - ~

To Military Board

To Military Board - their opinions upon the Claims last mentioned approved - & affidavits to be taken in regard to the defective Shot - and the Commandants quarters at Madura -

To ditto

To - Ditto - directing the Repair of the Draw Bridge of the Inner fort of Chingleput -

To Mr. Rochuck

To Military Paymaster General with a Copy of a Letter from Bengal & requiring an accurate Statement duly certified of all advances made to Mr. Scott - paymaster of the Bengal & Troops - to explain also the Cause of the Delays and irregularities complained of by Colonel Murray.

To Lieut. Col. Gile

To Lieutenant Colonel Gile - his promotion to the Rank of Full Colonel - & inadmissible and why. -

To

1130 Fort St George May 1795

18

To Captain Ferguson

To Captain Ferguson — his Claim to Off Reckonings cannot be admitted —

To Mr Forrester

To Resident at Nagore — advising of intention to send from thence to Mootapillie all the Grain under his Charge and desiring him to report if freight on reasonable terms can be procured —

To Lieutenant Colonel Stirling —

To Commandant at Pondicherry — the proposed Reform in the Police Department to be adopted and directing him to reduce the Pay of the Officers and others of the Dugway Tavin, According to a list sent —

To Mr Thornton —

To Paymaster at Ditto — with Copy for his information of the foregoing letter —

To Mr Wrangham —

To Mr Collector Wrangham directing him to supply Major Roberts with 2000 Pagodas, upon his Draft or application —

Received the undermentioned letters & Entered in M. B. Nos 92. 93. 94. 95. 96. —

From Mr Thornton

From Acting Commissary General of Grain and Provisions — submits another proposal for delivering Grain at Vellore —

From M. C. White

From Acting Storekeeper at Guntoor &c — desiring to know if the Lascars are included in the late Orders for paying the Native Troops the difference between the Company's & Bazar price of Rice —

To

1131.

Fort St. George May 1795.

18th

From Military Paymaster General &

From Mr. Roebuck. with Estimate for June. —

From Captain A. Lindsay — requesting &

From Capt. Lindsay payment of some Temporary Allowance Chitts. —

From Commandant at Trichinopoly

From Colonel Floyd reporting that Major Child's Quarters have &

been destroyed by Fire. —

&

19 Sent Letter to the Military Auditor Genl.

To Colonel Malcolm Entered in M. B. N° 97 referring Mr. Roebuck's &

Estimate for June. —

"

20 Received the undermentioned Letters Entered

in M. B. N°. 98. 99. 100. 101. 102.

From Commander of the Army with Accounts

From Colonel Braithwaite of a Gang of Robbers who lately entered the Choultry &

Destroyed from the Carnatic and plundered two —

villages — sends a Memorial of Lieutenant Wardrobe

of the 52nd Regiment — Lieutenant Powis requests to

resign the Adjutantcy of the 3rd Battalion recommends

Lieutenant J. D. Gordon. —

From Major Dallas — requests leave to

From Majors Dallas and Patton visit Madras. —

From acting Commissary General of Grain

From Mr. Standen And Provisions — with his different Estimates for June

From Military Paymaster General with

From Mr. Roebuck. an Indent of Furniture for his Office. —

From

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Fort St. George May 1795.

20th

From Comandant at Vellore submits proceedings of Committee relative to the State of the Works and Buildings there, and suggesting sundry improvements.—

From Colonel Cottiss

21st Dispatched the undermentioned letters

Entered in M. B. Nos. 103. 104. 105.—

To Military Auditor General referring M.r Skardon's Estimates for June.—

To Colonel Malcolm

To Majors Dallas and Pater presenting them to visit Madras.—

To Major Dallas and Pater—

To Commandant at Taichinopoly directing him to give every reasonable support to the Contractors people towards procuring Artificers and materials.—

To Colonel Floyd

At a Consultation

Present

The Right Honorable Lord Hobart

Governor— President

Edward Saunders Esq.r

&c Ernst William Fallofield Esq.r

Thursday 21st May 1795.

Minutes of last Consultation read and approved.—

Read the following letter from his Highness the Nabob (entered also in C. C. No. 47)

11433 Fort St. George 21st May 1795

Translation of a letter from His Highness the Nabob
To the Right Honorable Lord Hobart Governor &c. &c. &c.

20th Showall 1209 Hegery or
10th May 1795.

From the Nabob - representing his Right to demand a Nuzzer from the Rajah of Calastry on his Investiture at the same time avoiding a declaration as to the specific sum which he means to insist upon - Enclosing copy of his Letter to the Governor General on the subject -

I have Received your Letter dated 26th April 1795 Answering to the Showall 1209 Hegery the subject of the Nuzzer of Succession to be Received by me from the Son of the late Rajah of Calastry & and Understand the Contents - My Friend the & allegiance and obedience which the Pollagars owe to me, is not in the least degree altered by the Treaty of 1792 - I am persuaded that it was never intended by the Treaty that my Sovereign Rights should be & called in question, nor can any one entertain the idea that it was the intention of Lord Cornwallis that my said Right should be in the least infringed by that Treaty - and this point was accordingly & explained in conversation at the time - I most & readily placed confidence in his Lordship's Honor and Justice, - and in support of the subject before & us, the meaning of the Treaty is clear and explicit it leaves no room for doubt, and every authority of

my

Fort St. George 21st May 1795:

my ancient Government and Sovereignty over the
Pollagars is established and confirmed - Vizt. that
I shall make all such Claims upon them, as have
been customary for a long period of time - The
following extract from the Treaty is a strong
confirmation of this - "The said Company desirous
"of preserving the Rights of Sovereignty over the said
"Pollagars to the said Nawaub engage to the utmost
"of their power and consistent with the regulation &
"of the Tribute or Peashcush from them, to enforce &
"the allegiance and submission of the said Pollagars to
"the said Nawaub in all customary Ceremonies" - From
these words it must be clear to your Lordship and to the
whole World that although the Company do, on my
part, collect the Pollagars Peashcush, my Sovereign
Rights over the Pollagars shall be continued - and
accordingly the Governor General in his Letter of the
10th April writes that I am entitled to demand Peashcush
from the Son of the Calcotry Man on his investeture,
agreeable to the Laws of Hindostan, - and this is
an established obligation due from a Vassal to his Lord
On the subject of the Nuzzer, I am
apprehensive - you probably conceived that I had gone
beyond

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beyond the ancient custom, and wished to Revive
Money unjustly - I assure you that it is not my
intention to deviate in the least from the establish'd
Customs of this Country - By ancient Customs a
Nuzur is established; - when one Rajah is invested
with the Tittles and Possessions of another
deceased Rajah he pays the Nazzar of Investiture
and to this time, every one has paid this Nazzar
with readiness and Willingness - If you my
friend will take all these Reasons into Consideration
you will be satisfied that what any Vassal pays
to me, is customary - For the eye of Justice it is
clear, that it would be unjust to take a larger
Nazar of Investiture from the Son of the late
Rajah of Calastry, - so it would be equally unjust
to Receive a lesser one than what is warranted by
Custom and Right - and it certain that were I to give
up my accustomary Right in the present business
of Calastry, I should by degrees lose all my Rights
and be exposed to Ridicule - My Friend the practice
of this

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which the Company established among their
Tributaries in Bengal, cannot obtain in my
Government because the Customs of every Country
are seperate - The Governor General has accordingly
said as much - Those Rules and practices, which
in the Bengal Country may be considered highly
proper, would be injurious in the Carnatic - I therefore
request you will be pleased to state my Sentiments
in a proper light to the Governor General - At all
events I hope that the Wisdom and Justice of
the Governor General and of my Friend will approve
of my Sentiments - By the Treaty I am bound
to pay an immense Sum of Money yearly into the
Company's Treasury to which the Revenues of
my Country are hardly equal and you are not
unacquainted with the Detriment and Injury
which I shall sustain, if I do not pay my
Monthly Kist - It is therefore highly necessary
that I take especial care of all my Rights, both
great and small - and I trust in your friendship
that untell/by the blessing of God, and by your kindness

and

Fort St George 21st May 1795:

and that of the Governor General I shall have confirmed the Son of the Rajah of Calestry in the Rajaheship of that place and informed you thereof, you will not write to him - This will oblige me, and will also evince to the whole World our Union and your Justice. -

What Can I say more?

Translation of a Letter from His Highness the Nabob Wallajah Bahauder To Sir John Shore Baronet

24th Showall 1209 Hegery
11th May A: D: 1795.

I have had the pleasure to receive your Kind Letter of 10th April 1795 in answer to mine, and the communication of your sentiments for the good order of my Government, I consider as an instance of your great Regard for me - My Friend I request you will grant me permission to explain my Sentiments which I trust will be satisfactory to you - My first and most

ardent

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ardent wish is to poſſeſs your ſincere eſteem and friendſhip- The heart that is replete with ſ friendſhip- The heart that is replete with candour, is ever attentive to great things- This reflection affords me comfort, and the receipt of your Letters adds to my happineſs- Copy of a Letter from Lord Hobart and of the Answer that I have written thereto are ſent enclosed herein, because you referred me to his Lordſhip for your ſentiments on the ſubject of receiving the Nuzzar of Inveſtiture from the Son of the ſ late Rajah of Calastry who is to be confirmed in the Title, Poſſeſſions, & Inheritance &c.a of his deceaſed Father, and entertain the warmeſt hopes that you will underſtand the Contents of my Letter to Lord Hobart to be juſt and true His Lordſhip will also write to you on this ſubject- In the ſincerety and purity of your heart you wrote me that "I was entitled by the "Laws of Hindoſtan, to demand a Nuzzar from "the Son of the Rajah of Calastry on his ſ "Inveſtiture" - and the paying this attention, is an

Fort St George 21st May 1795.

an obligation that is due from all Vassal to his Lord When you my friend have given such a satisfaction to my Mind, it is not necessary for me to expatiate on my just and necessary demand in this business - and it is incumbent on me to wait an Answer to this Letter before I receive the customary Nuzzar from the Son of the late Rajah of Calastry - It is universally known that the remission of Nuzzar and Pinshcush in Bengal, was an act of great liberality, and is beyond all commendation - It is a matter of the greatest regret to me that I cannot adopt the same System; - for if in the lenity of my heart, I shew any indulgence to my Pollagars, their evil disposition is such, that they requite it with revolt and disobedience, and my forbearance towards them encourages their insolence - But notwithstanding this, I am not deficient in towards them in proper acts of Kindness - all the

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the particulars of these my grievances, may be fully known from the Company's records - & whenever an opportunity has offered itself whenever an opportunity has offered itself to these people, they have availed themselves of it to become refractory and commit acts of violence - During the War of Hyder and his Son, instead of assisting me and the Company, they went over to the Enemy, and were the occasion of our suffering much Distress and Loss - Hence you will perceive the difference between the upright obedient and good behaviour of the Zemindars and Rajahs of Bengal and the Pollagars of the Carnatic - That which would insure the obedience and fidelity of the Zemindars of Bengal, if bestowed upon the Pollagars of this Country, would be attended with Injury - The Treaty of 1792 has fully confirmed and Strengthened my Sovereignty over the Pollagars, and in stating this Subject to you, I am fully convinced that I shall find every support from you in the preservation of the Treaty and in carrying it's true spirit and meaning into

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into effect - For the duty and Regulations of my Governe
=ment will not admit of giving esp. any thing in the
customary Nazzar of the New Pollagar of Callastry &
otherwise I would have made a Remi[ss]ion therein
with pleasure - This Rule of receiving Nazzar is &
sanctioned by long custom, and if it is set aside
[on this occas]ion / the neighbouring Curdars will
look upon me with ridicule and contumpt - Your
wisdom is equally great as your goodness is &
diffusive, and they never will be obliterated from
my heart - I have therefore expressed my hopes
to you without Ceremony and I beg you to be
satisfied that on receiving the Nazzar, no dut
of excess will be committed on my part - after this
business is over I shall bring before you and the &
Right Honorable Lord Hobart certain Vouchers, &
mentions of which - I have made in the Cuard book,
and shall / God willing / ask for Justice assistance
and support -

May your days be happy

(Signed) What shall I say more ?

The

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The President delivers in the following

Minute -

President's Minute

In Council 21st May 1795

President's Minute upon the foregoing Letter from the Nabob

The Governor in Council having & judged it advisable to refer to the Supreme Government the question of the Nuzzer demanded by the Nabob from the Rajah of Calastry upon his investeture & (and having been apprized of their Sentiments by & a letter dated the 2nd of March, he deemed it respectfull to his Highness to delay any official notice in & consequence of the communication he had & received from Bengal, until he was informed of the Nabobs having been favored with an Answer to a letter he had written to the Governor General upon that subject. -

The Governor General having & furnished Lord Hobart with a Copy of his Answer to his Highness dated the 10th Instant his & Lordship took an opportunity of informing & himself privately how far the Nabob was likely to concur in the suggestions contained in that letter - and finding that he was by no means disposed to relinquish his right of demanding & a

Fort St. George 21st. May 1795.

a Nuzzer, but that on the contrary he was preparing to send a Person to the Rajah of Calastry on the subsequent day, for the purpose of making the demand, and that the language he held upon the occasion undisputably proved that it was not likely there would be any distinction in his mind between the Amount of Nuzzer & recommended by the Supreme Government Viz.t fifty Gold Mohurs on every Lack of Rupees to the extent of the Assessment, and a total relinquishment of it, as it appears that in all former & Cases the utmost farthing that could be extorted was demanded and that the idea of settling it & with a regard to his acquiescence as stated in the same dispatch was not to be expected & thought it indispensably necessary to determine either to suffer the Nabob, to exact such a Sum as might come within his ideas of moderation, or to limit it according to those of the Supreme Government - and having considered it his Duty to adopt the latter he conceived the best mode of doing so was to claim a right of interference on the ground of the Treaty of 1792. which he is of opinion will strictly bear the construction he has

Fort St. George 21st May 1795

has given it; The President in Council is of
persuaded; that in point of Policy, it will be
expedient to adhere to that construction - first
because it will prevent the Nabob under any of
pretext from making pecuniary demands
upon the Poligars, and Secondly because when
he shall be convinced that he cannot convert
the exercise of his Rights of Sovereignty over them
into the means of collecting Money he will be
the less likely to be tenacious for their of
preservation, and it may be hoped that
at a future day he may be prevented upon
with the less difficulty to relinquish them
altogether - The Nabob having entertained
an opinion from the Governor Generals letter to
him of the 10th Ultimo - that it was not intended,
that the Government of Fort St. George should
throw any Obstacle in the way of his negotiating
the Nuzzer from the Rajah of Calastry, in
the manner he might think proper has been
much disappointed on the receipt of Lord
Hobarts letter of the 26th Ultimo and having of
expressed a wish for a further reference to the
Supreme Government it has readily been acquiesced
in, because as this the first instance that has of
occurred

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occurred since the Treaty of 1792, and will probably be made a precedent, Lord Hobart is extremely anxious that it should receive the fullest and most deliberate consideration, and that the Construction he has given to the Treaty, if approved of should meet with the concurrence and Sanction of the Supreme Government.—

Hobart

The President in Council proposes that a Copy of this Minute, with a Copy of his Letter to the Nabob of the 26th Ultimo and a Copy of this Highness's Answer be forwarded to the Supreme Government, requesting their further Sentiments and directions upon the subject.—

Resolved that the following Letter be written to Bengal.—

To the Honorable Sir John Shore Bart.
Governor General in Council
at
Fort William

Honorable Sir,

We have the honor to acknowledge the receipt of your Letter of the 2nd March; with one to our Secretary from Mr. Edmonstone dated the 10th Ultimo enclosing the Governor General's Letter to His Highness the Nabob, upon the subject of the Nuggur to be demanded by

Reference to Bengal on the foregoing subject.

Fort St. George 21st May 1795

demanded by the latter from the new Rajah of Cotastry.

We deemed it respectful to the Nabob to delay any official communication to him of your instructions to us, until your letter to his Highness had been delivered, when our President wrote to him explaining the nature of the negotiations in which the Tributaries of the Carnatic now stood in consequence of the Treaty of 1792, and detailing the opinions you had given with respect to his right as Sovereign of the Country to demand a limited Nuzzer upon the investiture of a Rajah or Polygar.

We have the honor to enclose a copy of this letter, and of the Nabob's reply, with a copy of our President's Minute in further & elucidation of the subject - to which, we have only to add, our own persuasion of the propriety and necessity of restricting the Nabob from the exercise of his own Judgment in regard to the Amount of the Nuzzer to be demanded from Sivagiri, as well on account of the precedent that would be established thereby, as that the Treaty of 1792, expressly precludes his Highness from making any pecuniary demands upon the Polygar, beyond a mere acknowledgment due to him as Sovereign

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Sovereign of the Carnatic—

Fort St. George
21st May 1795.

We have the honor to be with respect
&c. &c.
(Signed) Hobart
&c. Council

Read the following Letter from the
Company's Attorney General—

To the Right Honorable Lord Hobart
President and Governor In Council

My Lord,

Letter from the Attorney General stating his opinion on the Letters delegated to the Superior Courts at Pondicherry and the Control vested in that Council over the proceedings of such Courts at Chandernagore. —

I have had the honor to receive your Secretary's letter of the 2d Instant desiring I would report to your Lordship my Opinion as to the powers proper to be delegated to the Judges at Pondicherry, so as to preclude any misapprehension, and the numerous litigations consequent upon it, should the place happen to be restored to the French Nation on a Peace—as also that I would state my opinion in the Case of the Sieur Hecquet as Noticed in the letter from Mr. Bir[illegible] to the Governor General in Council.—

In regard to the Powers to the Judges, I beg leave to mention that by a determination of the Lords of the Privy Council reported in the Second Volum of Peere Williams Page 75 it is held "That where the King of England conquers a Country "he

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"he gains a property in the People by saving their
"lives, in consequence of which he may impose &
"upon them what Laws he pleases; but that until
"such Laws are given, the Laws and Customs of the
"Conquer'd Country shall hold place."—

This determination of the Lords of the
privy Council agrees perfectly with the doctrine
of Lord Coke laid down in Calvin's case, [page 17]
when he says "If a King come to a Christian &
"Kingdom by Conquest, seeing that he hath vita it
"precis protestatem, he may at his pleasure alter
and change the Laws of that Kingdom, but until
he doth make an alteration of those laws, the
ancient laws of that King dom remain"—

And Lord Mansfield in delivering the
unanimous opinion of the Court of Kings Bench
in the Case of Hall against Campbell (Cowper 209)
declares "That the laws of a Conquered Country &
"continue in force until they are altered by the Conquer"

Forming my Opinion upon these &
Authorities, and conceiving that the System of the
Judicature makes a part, and a very material &
part of the law in every Country, I submit it
to your Lordship that the Powers proper to be
given to the Judges at Pondicherry, are those
which they were invested with under their &
former Government, or at least as nearly those

on

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on actual circumstances will admit.—

In my letter to the late President under date the 28th September 1793 I stated the necessity of maintaining in Pondicherry the laws of France in their full force, as they stood at the period of the late Kings dispositions, until His Majesty's pleasure could be known; and in that to your Lordship of the 8th of December last I offered it as my opinion that the maintenance of the several Courts of Justice was essential to the due administration of these laws—and permit me now to add that to preserve to them their ancient rights and Jurisdictions will be the best means should the Place happen to be restored to French Nation on a peace of preventing litigation. for it does not seem to me that an alteration, however calculated for present convenience may, in the event alluded to, be productive of doubts respecting their jurisdiction and of endless suits in consequence; but that while they are continued in the exercise of the same powers, and the same authority which they before enjoyed all occasion of doubt and misapprehension must be removed.—

The law which more immediately relates to Pondicherry is the Edict of August 1784, for in the Constitution formed in 1791 by the National assembly, and accepted by the King no provision was made for

France

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made for any of the French Colonies. By the Preamble
to this Edict it appears that the Principal Court of
Justice in that Settlement was given the Appellation
of Superior Council in the Edict 1701 and that it has
been distinguished by that name in the Edict of 1772
and 1776. By this Name too it holds and exercises
the Authority given to it by the Edict of 1784. Hence it
appears that this Court has been in the possession of
this Appellation for upwards of Ninety years, and submits
to your Lordship that while it is held under laws
which ought to be maintained until the King's
pleasure shall be known to change it from their
proceedings may be attended with inconvenience
it may induce the inferior Tribunals of the Police
and the Country to disallow its Authority, and
encourage them to prevent appeals from their
own decisions - it would derogate from that respect
in which the Inhabitants ought to hold it, and
may perhaps be considered as a deviation from
those laws which it belongs to the Crown alone
to abrogate or alter. -

The second Article of this Edict of
1784 / according to the Copy I have received from
the Secretary / grants to Civil and Criminal Jurisdiction
to the Superior Council of Pondicherry over all the French
subjects settled there, or who might thereafter settle in
any

Fort St. George 21st May 1795 . . . .

any of the French possessions and Factories
situated on the Coasts of Malabar and Coromandel,
and other part of Asia. and it declares that
these Establishments, as well as those which
the King might in future possess, shall be
subject to this Superior Council, and in the
5th Article it gives an Appellate Jurisdiction
in the last resort to this Superior Council
from the Judgments of Particular Tribunals
both in Civil and in Criminal Matters. In
regard to these particular Tribunals the 5th
Article Authorizes the Commandant and
particular Commissaries settled in any of the
French Factories; and the Chiefs where there
are no Commandants or Commissaries to continue
in their several destricts to administer Justice
Civil and Criminal, in the first instance, but
gives an appeal to the Superior Council of
Pondicherry.—

Monsieur Velenbague, the Commissaire
du Roy at Chandernagore says that the Council
at Pondicherry before the War and after the law
sanctioned by the King was not superior to that
of Chandernagore — but he omits to state by
what Law the independance of Chandernagore

was

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was declared. Certainly it was not by that which is called the Constitution and which was sanctioned by the King; for towards the end of that Law we find it expressly declared that "The French Colonies, and possessions in Asia, "Africa, and America, although they make a part "of the French Empire are not included in the "present Constitution" - and until some subsequent "Law (sanctioned by the King) which declares "Chandernagore independent of Pondicherry be "produced, it will be impossible to conclude "otherwise than that by the Laws of France (which in the present instance ought to be enforced; if we are to give Credit to the Authorities I have quoted) the Council at Chandernagore is a particular Council from which an Appeal lies to the Superior Council of Pondicherry. - If any Lord, there be such a Law, the production of it must put an end to the pretentions of Pondicherry; but I presume that nothing less than a Law Sanctioned by the King can effect them, and that if none such is in being the Superior Jurisdiction of Pondicherry ought to be preserved to it in the best manner that the Government General and your Lordships can devise. -

By

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Fort St. George 21st May 1795.

By the 4th article, My Lord of the Edict of 1784 the Superior Council of Pondicherry have Cognizance in the first and dernier resort of all Suits, Civil and Criminal, between the Inhabitants of that Establishment when therefore a petition of appeal was presented to your Lordship by a Native from the decision of the Superior Council was by this Edict final and conclusive, and that receiving an appeal thereby the laws of the Country no appeal lay would be productive of public inconveniency and I conceive that keeping them to their own laws and their own Courts of Judicature is the only mode of preventing these evils which must otherwise arise from the jealousy and Counteraction of two Courts struggling, the one to maintain its ancient jurisdiction, the other to support an independent Authority.—

The relation of Superiority and dependence between the two places is acknowledged in Mr Birch's letter to have subsisted formerly, but He says it was abolished by the first Legislature To this I have only to observe that the production of the law by which it was abolished if passed before the deposition of the King will furnish your Lordship with an occasion of censuring the Superior Council for any Assumption of preeminence they have attempted, and for withholding from your knowledge the existence of so material a law. But Mr Birch observes that had the relation continued to the moment of the Capture it would have ceased on that event, because one of the places being taken previous to the other

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have been during this interval subject to two
different Nations, and consequently that the
subjection of the one to the Controul of the other was
impossible And he further observes that the subsequent
subjection of both places to the same power could not
without an express Law to that effect lay the
Captors re-established the Judicial relation between
them for it was possible that English law might
have been proclaimed in the one, and French law
in the other.

He is certain that for the short interval
that the one place was in our possession before the
other was captured all judicial relation between
them was suspended, but when they both became
subject to Great Britain no express law I apprehend
was necessary to re-establish that relation, for
the Common law of England enforces the law of
all conquered Countries until the King thinks fit
proper to alter it, and the law of France had
already established the relation of superiority &
and dependance between Pondicherry and Chandernagore

With respect to the Powers granted by this
Government to the Magistrates of Pondicherry, which
the Government General recommend to be defined and
registered, they consist in a general permission to
resume their functions, but, with the two exceptions 1st not
to

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to entertain any suit against a British subject and 2ndly not to carry any sentence of death into & execution, until the proceedings are laid before his Majesty and his royal pleasure be known. Whether in presuming these functions they have arrogated to themselves greater powers than they before possessed and are therefore proper objects of censure, it will be impossible for me to say before I peruse the law said to abolish the relation between the two Settlements, and until these & Magistrates have an opportunity of replying & to the Charges brought against them. For this latter purpose I beg leave to recommend that a Copy of Mr. Bereh's letter be sent to them, & and request your Lordship will allow me to wait for their Answer before I offer any opinion on the case of the Seven Nequet.-

I have the honor to be,

&c. &c.

(Signed) Benj.n Sullivan

Fort St. George
20th May 1795

Resolved, in consequence of the & opinion given by the Attorney General, that & the following letter be written to the Governor & General in Council.-

To

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to entertain any Suit against a British Subject and 2dly not to carry any sentence of death into Execution, untill the proceedings are laid before his Majesty and his royal Pleasure be known. Whether in presuming these functions they have arrogated to themselves greater powers than they before possessed and are therefore proper objects of censure, it will be impossible for me to say before I peruse the Law said to abolish the Relation between the two Settlements, and until these Magistrates have an opportunity of replying to the Charges brought against them. For this latter purpose I beg leave to recommend that a Copy of Mr. Bereh's letter be sent to them, and request your Lordship will allow me to wait for their Answer before I offer any opinion on the case of the Seven Requests.—

I have the honor to be,
&c. &c.
(Signed) Benj.n Sullivan

Fort St. George
"
20. May 1795

Resolved, in consequence of the Opinion given by the Attorney General, that the following Letter be written to the Governor General in Council.—

To