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 sending and destruction of records.

R/10-3-1943.

Diary and Proceedings of the Select Committee appointed by the Letter from the Honorable the Court of Directors dated 17th March 1769

Commencing 4th September 1769

Fort St. George 4 September 1769

At a Committee Present

Monday 4 Septem:

Charles Bourchier Esqr. Governor President
Josias DuPré, Warren Hastings
Brigadier General Joseph Smith

The Honorable the Court of Directors having by their General Letter dated the 17th March last directed that a Select Committee be appointed to consist of the President, Josias DuPré Warren Hastings Esqrs Brigadier General Joseph Smith & Alexander Wynch Esqr: as is more fully expressed in the following Paragraphs of their said Commands.—

47— The Purport of our Letter to You in the Separate Department under this Date must convince You of the Necessity there is for establishing a Select Committee, not only for restoring Peace to the Carnatic Province according to the Ideas suggested to You in that Letter, but likewise for conducting the Steps proper to be taken with the Rajah of Tanjour, for causing the Nabobs Debts to the Company and to Individuals under their Protection, to be put

2. Fort St. George 4th September 1769

put into a proper State for Liquidation and Payment, and to examine and correct all Abuses that may have been committed with Respect to the Contract for supplying the Army.—

48.— We do therefore hereby constitute and appoint a Select Committee accordingly to consist of the following Persons—Viz.t

The President & Governor for the Time being

Josias DuPre Esq.r

Warren Hastings Esq.r

Brigadier General Joseph Smith who after Mr. Bourchier's Discontinuance is to stand as Third

And

Alexander Wynch Esq.r

in order to carry into effectual Execution the Directions given in our Separate Letter of this Date on the important Points abovementioned.—

49 We do hereby give the said Committee full Powers to pursue whatever Means they shall judge most proper to attain the desirable Ends of its Institution, but however in all Cases where it can be conveniently done, the Council at large in the Separate Department is to be consulted by the said Committee, tho' the Power of determining is to be in that Committee alone, except as hereafter mentioned.—

50 The said Committee are to conduct every thing that relates to the Country Government with respect to these Matters mentioned in the foregoing 47th Paragraph, or that concerns the Company's Political Interest therein, with the Neighbouring Powers, and the Military Operations depending thereon, they are to

negotiate with the Country Powers concerning the same, but to conclude no Treaty with them, without the Approbation of the Council at large, with whom it is to be observed the Supreme Military Power is vested according to the 24.th Paragraph of Our Letter of the 19.th February 1766.—

51 And We do strictly require and enjoin You the others of Our Council, who are not appointed of the said Committee to give them the most effectual Assistance and Support that they may at any Time require of You for carrying our said Directions and Instructions into Execution: as You will answer the Contrary to Us at the Risque of a Continuance in our Service, and of being accountable to Us for the Consequence of Your Disobedience to these Our positive Injunctions.—

52 In Case the Number whereof the said Committee is to consist shall be reduced as it will of Course happen on the 31.st January 1770. from the Discontinuance of Mr. Bourchier in Our Service; or if from any other Cause it may at any Time not have more than three acting Members, they are to exercise the Powers with which the said Committee is invested without appointing any additional Member; and should Mr. Wynch on the Receipt hereof be at a Subordinate Settlement, You are to order him to repair to the Presidency immediately to take his Seat at the said Committee.—

53. The Committee is to continue in the Exercise of the Powers entrusted with it as beforementioned until our further Directions, and at a future Time You will receive our Orders for supplying it with a Member when their Number shall consist of less than three. However if they shall be reduced to two Civil Servants, and it shall ap-

Fort St. George 4th September 1769.

appear evidently necessary to the existing Members to call in further Assistance for removing any Difficulties or Inconveniencies they may lay under, We do recommend Major Caillaud a Third, from such of the Civil & Military Members of the Council as they shall judge proper, but with Attention to the Abilities of such Person against whom there shall be no Imputations of bad Conduct in any of the Proceedings which We so highly disapprove, who is provisionally to continue to act as a Member of the Committee until our further Pleasure shall be signified.—

54 In Case the Seat of General Smith at the Committee shall be vacated, You are to observe that his Successor in the Chief Command of the Troops is not to become a Member, but may be consulted on Military Affairs only without having a Voice at the Committee

Director The Committee in Consequence of the above—

dated proceed to open the Packet directed to them—

by and Marked and observing that the Matters therein

entirely to the Management of the Committee are—

their Military Department, We Name the Secretary to

that Department also appointed Secretary to the Com-

mittee.—

As it will be necessary before the Committee

proceed to take any Measures regarding the several

Matters referred to them and which do not require an im-

mediate Discussion, that Mr Hastings and Brigadier

General Smith should make themselves acquainted with the

5. Fort St. George 4th September 1769

the Proceedings of the Board touching the same. The Committee think it not immediately necessary to come to any Resolution regarding calling Mr Wyrech from Mazulepatam as directed on the 52d Paragraph of the above Commands, which Opinion he is agreed to report to the Board.

C Boureher
Jos. Du Pré
Warren Hastings
Joseph Smith

Fort St. George 13th. September 1769

At a Committee Present

Wednesday
13 September

Charles Bourchier Esqr. Governor President
Josias DuPré Warren Hastings
Brigadier General Joseph Smith

The Committee proceed to take into Consideration the several Matters particularly referred to them in the Honble Court's Letter of the 17th March in Order that the necessary Measures may be taken in Consequence And as the Honble Court in their General Letter to the Board of the same Date after naming the Members who are to compose this Committee of whom Mr. Wynch is one, are pleased to direct that if he should be out of Bengal this Committee it is thought expedient to deliberate in the first place whether according to the Spirit of those Orders founded on the State of Affairs as they then stood Jestly appeared to the Honble Court compared with their present State, it is necessary immediately to call up Mr Wynch.—

The several Subjects referred to this Committee as they stand in the above Letter are as follow.—

1st The restoring Peace and confirming Our Views solely to the Security of the Nabobs and Company's Possessions.—

2dly The Demand recommended to be made on the Rajah of Tanjore.—

3dly The Liquidation of the Nabobs Debt. The Demand to be made on the Trustees for the paying up of the Assignments of the Countries And the Reduction of the

7 Fort St. George 13th September 1769

Nabobs Troops

4th The Enquiry to be made relative to the Manage-
ment of the Contract.

5th With Regard to the Conduct of Messrs Dowsett
and Cunning

With Regard to the first Point, and which
indeed seems to have been one of the principal Objects of the
Honble Court in the Appointment of the Committee - The
Thanks conveyed Advices of the Treaty of Peace concluded
with Hyder Ally Cawn, and the strongest Assurances of Our
determined Resolution of avoiding as far as possible whatever
might tend to involve Us in future Trouble, and of con-
fining Our Views solely to the internal Peace and Security
of the Nabobs and Company's Possessions - Had not the
War been already concluded, or had We upon that Con-
clusion remained in Possession of any Countries in the
Balaghaut the Committee do conceive that according
to the Spirit and Intention of the Honble Court's Order
Mr Wynch's Presence would have been necessary here
in order to deliberate in the first Case, on the Measures
for putting an End to the War, Or, in the Second Case, for
withdrawing from the Balaghaut into the Carnatick
Payen Ghaut. But as the Peace already concluded leaves
no Room for Deliberation on either of those Points, And
no other Measures can be taken, than such as have
already been pursued for the Security and Tranquility
of the Coast the Committee is of Opinion that in
respect to these Points further Opinion Mr Wynch's Presence is not re-
quired Here

With Regard to the 2d Article. Viz: The De-

mand

8 Fort St. George 13th. September 1769.

Demand recommended to be made on the King of Tanjour, Our Situation at this Time is such for Want of Money, that if there were no other Obstacles That alone would put it utterly out of Our Power to undertake an Expedition against Him. The Treaty of 1762 being before the Honble Court. Considering also on the other Hand the late Conduct of the King of Tanjour, We certainly should not postpone an Undertaking so warmly recommended, if it were in our Power now to attempt it, consistently with good Policy and the Safety of the Carnatick. But as the Case is, were the Difficulty of Money out of the Question, it would become a Point of Serious Consideration whether an Attack upon Tanjour might not involve Us in a War with Hyder Ally, As the Rajah is expressly included in the Treaty lately made with Hyder Ally Cawn. It is most probable that he apprehended [illegible] he should be called to an Account for not having [illegible] furnished the Troops demanded, and therefore [illegible] consideration of the Money [illegible] Hyder Ally in Consequence included in the Treaty [illegible] paid, to insist on his being contested with Hyder A[illegible] This was a Matter strongly mob give up the King of [illegible]y, and when We found He would Morareroa. It was th[illegible] Tanjour could be [illegible] gave up should be included as [illegible] thought most advisable that he to avoid the Dis[illegible] Friend and Ally to the Carnatick carried by [illegible] appearing [illegible] have been a Point contrary [illegible] King of Tanjour however [illegible] quidation of [illegible] Upon these Considerations plicity in the [illegible] made on the Plants may be of the Rajahs Duplicity in the late War, however unreasonable it may be that he should enjoy the Benefits derived from the Govern-

Fort St. George 13th September 1769

Government of the Carnatick without contributing his Proportion of its Expence, and however impolitick and contrary to the natural Rights of Government to suffer such a Power to remain independant in the Heart of the Province. We must submit to Necessity and the Circumstances of the Times. He has indeed lately by his Letters entered in County Correspondence N° 275 & 276 made some Objections to the Payment of his Annual Peishcash, alledging on Excuse the great Expence of the Troops sent to join our Army; altho as the Nabob informs Us it be contrary to the Custom of the Country for Tributary Princes to make any Demands for the Charges of Troops furnished to the Power, to whom they are Tributary, while employed within the Districts dependant on such Power. Should he persist in requiring an Abatement in the Pishcash due on Account of this late Charges it might perhaps wish Us worthy just Pretext to accuse him of a Breach of Engagements, and to take Our Measures as Circumstances will admit of it. But as we are with Us Under Difficulties to provide the Money necessary even for Our Current Expences, doubtful of the Intentions of the Mahrattas, Suspicious of the Designs of the Soubah, and apprehensive of the King of Tanjour calling upon Hyder for Aid and thus raising a fresh Flame. The Committee are clearly of Opinion that <u>At this Juncture</u> the Undertaking would be impolitick and Unwarrantable. And therefore it is the further Opinion of the Committee that it is not requisite to call down Mr Wynch to deliberate on this Subject now that the Expedition cannot be undertaken.

As to the 3d Point Viz.t The Liquidation

of the Nabobs Debt, and the reducing of the Troops. The Hon'ble Court are already advised from the other Department of the Particulars of the Rent State of the Nabobs Debt. It only remains for Us to endeavor to carry their Commands into Execution for the Liquidation thereof and for our Guide herein they have been pleased to trace a Line we pursuing which We cannot greatly err. The Measures to be taken for the Accomplishment of this requires some Caution to avoid giving the Nabob too much alarm. The first Step directed by the Hon'ble Court is that We demand from the Trustees a Renunciation of all the Power & Authority given them by the Nabob for the Collection of any Part of his Revenues to be applied on Discharge of the Debts to Individuals. At such a Demand without a previous Intimation to the Nabob of Our Intentions would certainly awaken all his fears & suspicions. The Committee is of Opinion that the Nabob be invited to give them a Meeting that he be informed of our Intentions to make this Demand in Consequence of Our Hon'ble Masters Commands & founded on their Opinion that the Debts to the Company should be paid in Preference to that contracted with Individuals that after having communicated thus much of our Intentions to the Nabob and heard what he may have to offer on the Subject this Committee do meet again to deliberate on the Mode and Time of making the said Demand, and after having done so. That the Committee do then Communicate the Result to the Nabob, open to him the further Instructions of the Hon'ble Court to Us on this Subject and enter into a Discussion of the Ways & Means of complying with their Intentions.

Agreed

11 Fort St. George 13th September 1769

With Respect to the Measures to be taken for the Reduction and Regulation of the Troops kept up by the Nabob as directed by Our Honble Masters; it is a Subject which We have frequently represented to them to be of so nice a Nature that the least Mention of it would at once awaken all the Nabob's Fears & Jealousies - The Accomplishment of this most Salutary Measure must nevertheless be attempted, but were We to open Ourselves immediately and fully to the Nabob, before he has recovered from the Alarm into which We apprehend he will be thrown by the Mention of the Proposal relative to his Debt, We fear he would lose all Patience, and readily believe (as he often has hinted) that We are determined to follow the Example of Bengal, and take the Country entirely into our own Hands - It seems therefore to be most advisable to defer coming to the Point with him at present, & endeavor to prevail on him by Degrees to coincide with Us in a Matter of so much Importance to his future Interest and Welfare - of which however We have but small Hopes.

With Regard to the 4th Article - Viz.t The Enquiry directed to be made relative to the Management of the Contract - The Manner in which the Contract hath been managed from the Year 1749 to the present Time is particularly recited in the Consultation of 13th February last in the Separate Department - And as the Board have not yet compleated the Examination they entered upon some Time since touching the Complaints that were made regarding the Draught & Carriage Bullocks, It appears expedient that they should proceed as far as they may think proper in collecting Materials, with-

out

without drawing any Conclusions therefrom. That those Proceedings and all Materials be likewise referred to this Committee and that this Committee do thereupon make such further Enquiry as may be thought proper, and give their Opinion upon the whole

As to the 5th Point, Viz. The Enquiry directed to be made into the Conduct of Messrs Powell & Cumming. It is Ordered that the Proceedings already had relative thereto be sent round for the Perusal of those Members of the Committee, whom We will take them as well as such other Evidences as We may be able to procure into Consideration.

Upon the whole, It appears to the Committee that there are but two Points which can any ways require Mr. Wynch's Recall to the Presidency Viz. The Liquidating the Nabobs Debt, and the Enquiry to be made relative to the Management of the Contract, and altho' it be possible that Matters may arise on the Discussion of them, which may oblige Us to wish to have Mr. Wynch's Opinion, yet We do not see that they can be of such Importance as to render it necessary to recall him from his Bishoprick at Mazulipatam merely on that Account, especially as if We should find it absolutely requisite to have his Sentiments thereon they may be obtained by Letter or he may be called upon Home for the Time. At this Time his Services at Council may be of greater Importance, and has some Time been the Intention (as appears by the Minutes of Consultations & Advices to our Court of Directors) not to let out the Shores of Coromandel this Year, but to secure Conveniences for the Commander with the Lascars on Shore thereby of obtaining a more perfect Knowledge of their Disposition for such Purposes, Mr. Wynch is under Orders to make the Tour of that Coast,

and

Fort St. George 13th September 1769.

and has in Consequence applied himself to the Means of obtaining all the necessary previous Information. Add to this that Mr. Wynch's Presence at the Northward may as a Member of this Committee be essential in carrying on any Correspondence they may have with regard to the Circars, the Soubah or other Powers. It is therefore agreed that Our Opinion be communicated to the Board, which will meet to morrow in the Civil Department.

The Committee proceed to take into Consideration the Measures to be pursued in the Enquiry directed in the 13th & 14th Paragraphs of the Honble Court's Commands of the 13th May 1768 which now stands referred by the Board to this Committee. And it is with Concern that We acknowledge Ourselves much at a Loss as to the Manner of proceeding therein. The Directions laid down by Our Honble Masters of applying to the Soubah or his Ministers, and obtaining a Sight of the Decan Treasury Books will We apprehend be subject to many Difficulties and Inconveniences. The Investigation of Matters of so private a Nature as that under Consideration, can never as We apprehend be accomplished by a public Enquiry. Were a direct Application to be made to the Soubah or his Ministers for an Account of any Presents that may have been made by them during the Negotiations, We could hope to obtain no satisfactory Information by that Means, since, had they really made any, they would think themselves bound by Duty and Interest to conceal them, knowing that were they to make a Discovery, no one would ever again place any Confidence in them. Were a Person to be sent to Court merely for the Purpose of obtaining Information on the Subject. He would not We are convinced be able to procure any. The Soubah would never be brought

to

14 Fort St. George 13th September 1769.

to believe that a Matter of such a Nature could be the real Object of this Mission, and would Naturally suspect that it was only a Pretence to cover some Design he has Projected. And what is more to be apprehended such a Measure by the Presence of a Member of the Board at Court, would probably occasion a Disruption with the Soubah of the present State of Affairs, and might bring us under a Necessity of giving a Categorical Answer to his Proposal made by the Means of Mirzahim Beg, of joining him and Jannoojee against Madavarow, or it might give him an Opening to solicit Our Assistance in any of the Designs he may now be meditating, which would be very embarrassing in Our present Situation, and incompatible with our present System. The Application for a Sight of the Treasury Books would inevitably cause Jealousy & Distrust in the Mind of the Soubah, He would Naturally conclude that Our Design in making the Request was only to gain a Knowledge of the real State of the Treasury & Finances for some sinister End. Were We to endeavour to procure Extracts from the Treasury Books in a Surreptitious Manner, by bribing some of the Attendants at Court, very little Dependance could be placed on Extracts so obtained. Since the Person employed would of Course conclude, that We wanted to procure Materials for the Accusation of those against whom the Enquiry may be levelled, and therefore, in order to enhance his own Merit with Us and to obtain an Extraordinary Reward, would not confine to Truth. We with pretended Extracts, the Falsity of which it would be impossible for Us to detect, there are nevertheless Apprehensions Soubah or his Ministers, it is agreed that a Letter authorised

15 Fort St. George 13th September 1760

hereafter be wrote to Ruccun-ud-Dowlah, But as the most likely means by which We may be enabled to ascertain the Facts to be enquired into will We imagine be by making all possible Enquiry in the most private Manner, it is recommended to the several Members of the Committee to procure all the Information they are able, And Mr. Wynch is also to be directed to do the same —

General Smith acquaints the Committee that he thinks it his Duty to assure them that from the Time he joined the Soubah soon after the Conclusion of the Treaty at Hydrabad, and during the Six Months he continued with him, he never had the least Intimation that any of the Gentlemen concerned in the Negotiation received any Presents from the Soubah, or his Ministers, other than the usual Presents of a Dress or a Horse, that had any thing of the kind happened, it would have been whispered in the Durbar, or the Soubah's Army, but that he never heard that such a thing was even suspected, and which indeed it was not likely should happen from the very distressed Situation the Soubah and his Ministers were in for Want of Money.

E. Du Bourchier
Jon. Du Pré
Warren Hastings.
Joseph Smith

16 Fort St. George 22. September 1769.

At a Committee Present

Friday
22d Sept. 1769.

Charles Bourchier Esq. Governor President
Josias Du Pré, Warren Hastings
Brigadier General Joseph Smith.

The Nabob informed of the Orders of the Court of Directors relative to his Debt.

In Consequence of Our Resolution of the 13th Instant. The Committee having had an Interview with the Nabob at the Company's Garden House on the 16th communicated to him the Sense of the Honble Court of Directors as expressed in their Commands to Us, in respect to the Forbearance which they think the Company entitled to, in obtaining the Reimbursement of the Sums they have disbursed for the Defence and Protection of the Carnatic; before the Debts contracted with Individuals. The Nabob expressed in very strong Terms how much he apprehended his Honour and Credit must be affected by the Measures We were about to take, however that he must submit to the Pleasure of the Court of Directors. The Committee then informed him that We purposed shortly to lay before the Company's Orders to the Directors, and should then request of him to give Us another Meeting in which We proposed to enter on the further Consideration of this Subject.

The Committee being now met to consider of the proper Method of proceeding in respect to the Nabob's private Creditors. And as the Subject before Us is of so delicate a Nature, that it is almost impossible to determine Ourselves as to escape the Imputation of doing too much or too little. It is Agreed that so much of Our Or-

17 Fort St. George 22d. September 1769.

All Matters relative thereto to be transacted in Writing

Proceedings as can with Convenience be transacted in writing be so transacted, and that the Substance of all verbal Discussions of this Subject, either with the Nabob, the Trustees, or Creditors be reduced to writing. Resolved therefore that

Purport of Letter to be wrote to the Trustees

a Letter be wrote to the Trustees informing them of the Sense & Orders of the Honble the Court of Directors relative to the Nabobs Debt to the Company and to Individuals.

C. Bourchier
Jno. Du Pré
Warren Hastings
Joseph Smith

10 Fort St George 23 September 1780

Agreeable to the Resolution of Yesterday the following Letter was wrote to the Trustees for the Madras Private Creditors

To Messrs. John Call James Bourchier & George Mackay

Letter to the Trustees Intimating the Delivery of the Assignment

Gentlemen

By a Deed of Conveyance under Date the 1st. January 1769 from the Nabob of the Revenues of certain Districts in the Carnatick in Trust that the same be applied in discharge of his Debts to Individuals (of which Deed We received from You an Authentic Copy in the Month of March last) We observe that Messrs. John Pybus, John Call and James Bourchier are named Trustees and as We understand that upon the Departure of Mr. Pybus for Europe Mr. Mackay succeeded him as a Trustee We therefore address this Letter to You as above.—

The Honble Court of Directors having thought proper to appoint Us together with Mr. Wynch now absent to be a Committee for certain Purposes amongst others mentioned, from whence it appears to Us to be for the Interest to preclude the Individual Creditors from the Recovery of their just Debts in due Time, altho' they by no means admit that such Debts be brought in Competition with that which is due to the Company from the Nabob for the Charges they have been put to in supporting Hostilities for a Number of Years. They expect that a proper Distinction will be made in this Instance between Private & Public Interest, and that there will be no Long or unnecessary Doubt of the just Preference to be given the latter as We understand Upon these Ideas they have directed Us to demand a Re

19 Fort St. George 23. September 1769

Renunciation of all the Power and Authority derived from the Nabob for the Collection of any Part of his Revenues for his Debts to Individuals in Exclusion of the Company and as a Power of that Kind seems intended to be vested in You by the aforementioned Deed, We do therefore hereby signify to You the Sense and Orders of the Court of Directors on this Subject. And that You and the rest of the Creditors may have all the Satisfaction which We are enabled to give in respect to the equitable Intentions of the Court of Directors We think it proper to inform You that upon Your Compliance herewith We are directed to deliberate with the Nabob on the Means of discharging his Debts both publick & private and to give the Sanction of the Company's Authority to the Measures that may be taken for the Payment of his Debts to Individuals after that due to the Company shall be discharged.—

We are

Gentlemen

Your most Obed.t Hble Servants

Charles Bourchier

&c.a Committee

Fort St.George
23.d Sept.r 1769.—

27. Received the following Letter from the Trustees.—

To the Honble Charles Bourchier Esq.r
President & Governor & the other Members
of the Select Committee.—

Letter from the Trustees in answer giving an Account of their Proceedings

Honble Sirs & Sirs

We have had the Honor to receive Your Letter of the 23.d Instant, addressed to Us as holding in Trust the Assignment of certain Revenues in the Carnatick for the Nabob to be appropriated to the Discharge of his Debts

to

20 Fort St. George 24th September 1769

to Individuals, and after agreeing to lay the Same before the Honble Court of Directors for such Augmentation thereof.

As We commence from the Contents of this Letter that the Honble Court have not been rightly informed of the Nature of our Trust, We think it a Duty incumbent on us to enter into an Explanation thereof as well as of the Manner and Principles on which We have acted from our first Appointment.

When the Orders of the Honble Court of Directors dated the 17th May 1766 positively enjoining the Servants of the Company from that Period to take more than 10 pr Cent Interest under Pain of Dismission December 1766 with their Sense of their Manner so to do Money had been lent to them, Complaint to the President by a Letter dated the 12th December explaining the Penalty he was under of borrowing Money — The Application of the Sums so borrowed — requesting a Delay in the Execution of the Company's Orders — pressing a Reduction of the Expences; — and acquainting the then President, that he had taken Measures for discharging one Third of his Debt to Individuals in the Course of the ensuing Year by appointing the Payment of a certain annual Sum into the Hands of trusty Persons whom he should name to keep the Accounts between himself and the respective Creditors —

In Consequence of the aforesaid Letter and other Deliberations with the President Mr Pitts on the Manner of discharging his Debts, We Resolved with the Consent of the President and Council [illegible]

Fort St. George 27th. September 1769

concerned constitute and appoint by a regular Power of Attorney bearing Date the 29th. December, John Sybus, John Call and James Boucheir, and not the President and whole Council, his Agents for the transacting of Affairs between him and his private Creditors, and by another Instrument bearing Date the 1st. of January, He and his eldest Son did assign over in Trust to his said Attorneys (who were also chosen to act in behalf of the Credi-tors) the Revenues of certain Districts therein expressed, and the annual Peishcash to be paid by the Rajah of Tanjour, amounting in the whole by their Computation to above nine Lacks of Pagodas annually.—

And here we think it necessary to observe further for the Satisfaction of the Honble Court of Directors, that the Appointment of Agents or Trustees from the Members of the Council was made by the Advice of the President who was not a Creditor with a View to pre-vent any improper and importunate Applications from In-dividuals to the Nabob or any Steps being taken to the Pre-judice of the Company's Interest in the Discharge of the Nabob's private Debts.—

Under the above recited Powers and with such Views the first named Agents entered on their Trusts, keep-ing a regular Diary of their Proceedings, a regular Jour-nal & Ledger of their Money Transactions for the Satis-faction of all concerned and their Vindication, and taking such Measures as soon brought all the Creditors to an certain and equal Footing, and investigated the real Amount of the Nabobs Debt, which was a Circumstance before un-known even to himself.— And We who now hold the same Trust have proceeded in like Manner receiving from Time

to

Fort St George 27th September 1769

to Time such Sums as the Nabob should leave of the Original Districts remitted to his Head or Deputy there, & he paid interest Hands which were let out at such as possible that the Interest might be saved and when the Money received remitted to certain pr Centage on the Capital a proportional Dividend was made to each Creditor. In this Manner there was received and divided in the Year 1767 upon the principal Debt of 55800 Pr. Nos Pagodas and 222960 Star Pagodas bearing an Interest of 10 pr Cent the Sum of 8370 Pag. Fs 33446 Star Pagodas - At the End of the Year the Account of each Creditor was made up the Total of which remounted to the Sum of 2149300 Star Pagodas for which new Bonds were issued by the Nabob and his Son the 1st January 1768, and in the Course of that Year the Sum of 483592 Pagodas was divided, out of which the Creditors Lent the Sum of 23623 Pagodas for the Use of the Company - New Bonds were again issued the 1st of January 1769 for 1859750 Pagodas, and from that time to the present 139481 Rs. 9 Fs have been Divided of which 88338 £. 4. 10 were Lent for the Company's Use, so that the Nabobs Debt to Individuals reckoning Interest, is to this Day, about 18.50000 Pagodas -

Thus brief Recital of our Transactions in Affairs between the Nabob and his Creditors, together with the Report and Explanation transmitted to the Honble Court of Directors by the Dutton under Date the 8th March 1769 will serve to flatter Ourselves clearly demonstrate the Mode of our Proceedings, but least our Account of these Transactions should be regarded as partial, We entreat Your Honble Sirs & Sirs who are on the Spot, and have been Witnesses to the whole or Part of what We have set forth to do us the Justice to be fully convinced that We have not acted, but as in Duty bound

Fort St. George 27th September 1769

Yourselves and convene the Honble Court that We have not any Power or Authority vested in Us, separately, as may be seen by Reference to the Deed of Assignments, but are mere Agents acting under the Controul of the Nabob, and the Body of the Creditors, nor have We ever presumed to interfere with the Collection of any Revenues or the Government or Management of any Part of the Assigned Countries, but have left the whole thereof to the Nabob, which we concluded was requisite for his Credit and Reputation, and consistent with the Company's Interest.

Thus situated We cannot of Ourselves renounce or resign the Deed of Assignment; but we will immediately assemble the Creditors on the Spot, and communicate to them and the others on this Coast, the Purport of Your Letter to Us, after which as soon as it can conveniently be done, the Resolutions taken in Consequence by the Creditors shall be communicated to You by them, or by Us, who are with Respect.

Honble Sir & Sirs

Your most Obedient & very Hble Servts

John Call
James Boucherier
George Mackay

Fort St. George
27th September 1769.

& promising to assemble the Creditors and to make them acquainted with the Purport of the Assignment.

By the following Letters

30 Sons Mort

To Alexander Wynch Esqr
Chief at Mazulipatam

Sir

The Enquiry directed by the Honble the Court of Directors in the 13th & 14th Paragraphs of their Commands of the 13th May 1768 leaving fallen under Our Cognizance

24 Fort St. George 30th. September 1769

Cognizance as a Select Committee, and as You are also appointed a Member of the said Committee We have thought it expedient to transmit to You an Extract of Their said Commands together with a Copy of our Minutes relating thereto, by which You will be informed of the Measures which appeared to Us the most advisable to be taken in investigating the Matter referred to Us, agreable to which We desire You will act observing all possible Caution and Secrecy and You will inform Us of the Result of Your Enquiry.

directing them to make Enquiry regarding any Presents that may have been made by the Inhabitants of the Negapatnam

You have herewith a Letter for Rencon Ud Dow Lah on the above Subject with a Copy for Your Perusal.

We purpose so soon as it can conveniently be done to send You Copies of the Hon'ble Court's Commands relative to their Appointment of the Committee, as also of our Proceedings, which will inform You of their Intention in Your Presence at Madras may for the present be dispensed with.

We are

Sir

Your affect.

Charles

Fort St George
30th. Septem. 1769

To Rencon ud Dowlah

Letter to Rencon ud Dowlah desiring to be informed of any Presents made

Dated

Ast. is a Maxim among Sole Rewarders of their Servants, and

Sept. 1769

Fran. Fowke
Jno. Bourchier
Vansittart
Committee

=tom to render an Account to them of all Presents received by their said Servants in the Course of Public Negotiations From the Friendship that subsists between You & Us, You are inclined to request that You will oblige Us so far as to

25 Fort St. George 30.th September 1769

acquaint me very particularly what Presents were made up
Money, or otherwise, and to whom, either by His Highness
Yourself or any other Persons attending His Highnesses Court,
as well at the Conclusion of the Treaty at Hydrabad, as that
made at Madras by Your Means and ratified afterwards
by his Highness at Pellar, or at any other Period. This will
be esteemed by me as a Convincing Mark of Your Regard &
Attachment, and I request to be favored with Your Answer
as soon as possible.

Let me Swar of Your Health which will allways
afford me inexpressible Satisfaction.

What can I say more?

At a Committee Present

Saturday 30.th Septem.r

Charles Bourchier Esq. Governor President
Josias Du Pre' Warren Hastings
Brigadier General Joseph Smith

The President acquaints the Committee that late
last Night, he was informed of the Nabobs having sent Sixty
thousand Pagodas in Money and Bills to the Trustees for
his private Creditors. That being much surprized at this
Conduct in the Nabob so unexpected, he had waited on him
this Morning to enquire concerning it and to endeavor to
obtain the Recall of the Money. That the Nabob seemed
much alarmed and agitated on his opening the Subject
to him, said that he did not understand what had passed
between the Committee and him as meant to prevent his
paying the Creditors what he had promised, but that if He
had understood it so he should nevertheless have paid it as he

had

Fort St. George 30th. September 1769.

promised it, that his Honor was concerned, which the Com-
pany should not injure tho' they might dispose of his Life.
The President further informs the Board that he had the
less Reason to suspect any Design in the Nabob of making
any Payments so suddenly to the Creditors, as there re-
mained, till last Night when he sent in some Money a
deficiency in the August Kist - As the Nabob had pre-
tended so much Distress for Money as induced him to de-
sire that a small Quantity of Paddy delivered out of the
Sagheire for our Garrison Store might be taken in Part
Payment of that Kist, altho he well knew the whole Sum
was barely sufficient for our Current Expences - and as he
had but yesterday Morning complained heavily of the great
Difficulty he found in making good his Stipulated
Monthly Payment, and in order to answer those Views
asked even 10 pr Cent pr. Month for Money. The
President adds that considering the Step now taken by the
Nabob as tending to frustrate our Views founded on the
Orders of the Court of Directors, he had judged it necessary
to lose no Time in assembling the Committee, to consider
of the Measures necessary to be adopted for obviating as
far as possible, the Difficulties which may arise from this
very extraordinary Conduct of the Nabob. In the Consult-
ation which the Committee had with the Nabob at the Garden
House as recited in our Minutes of the 22d. Instant, Messrs
informed of the Orders We had received from the Company -
of our Intention of applying in Consequence to the Trustees
for the Renunciation of the Assignments of the Revenues
of the Countries for the Payment of his private Debts - of
the Right of Preference which the Company claimed to their

Payment

Fort St. George 30th September 1769

Payment of their Debt, contracted for his Interest and the
Preservation of his Country before that due to Individuals
which had its Rise from Views of Private Advantage. The
Committee did at the same Time promise to inform him of
the Result of our Application to the Trustees, and desired
to have another Meeting to concert with him the most ad-
visable Method to be taken for the equitable Liquidation
of both Claims, to which he agreed. These Circumstances together
with the President's Representation being now taken under our
Consideration, The Committee cannot but express their Surprize
and Concern, that the Nabob should, after what had passed,
take a Step which must involve Us in Disputes with his
Creditors, or make us appear negligent of the Duty we owe
to the Commands of our Honorable Masters. We had all
Reason to expect that the Nabob would have waited the Result
of our Application to the Trustees, as the Interval could not
be long, and We had no Cause to suspect that he would, or
even could have taken the Step he has done, since it was but
Yesterday (as the President acquaints Us) that he urged his
Difficulties in procuring Money for our Current Expences,
for which the President had found it necessary to apply to
Him. The Nabob could not but have been sensible how the
Temptation of a present Sum would naturally influence
the Minds of a Body of Men, acting only for their own
Interest, and that there could not be a more effectual
Method of counteracting the Inclination they might have
for an equitable Accommodation. From this Action of
the Nabob's they cannot fail to suppose that he prefers
their Claim to that of the Company, particularly, where
contrary to his usual Custom, he has, as We are informed

one

28th Fort St. George 30th September 1769

on this Occasion anticipated the Term of Payment of a Part of his Debt to them, at the very Time when a Demand was made for the Suspension of the whole. It is too late, We fear to remedy what is passed, all We can do is to endeavour to prevent the like again. It is therefore agreed that the President do write to the Nabob informing him of the Sum We leave of his Conduct, & requesting of him to desist from making any further Payments until We have communicated to him the Result of our Proceedings with the Creditors

It is also resolved that a Letter be wrote to the Trustees acquainting them that after our Letter to them of the 23d Inst & and the Promise they made Us in theirs of the 27th to shew the Creditors, and to inform Us of the Result, We did not expect that they would have professed themselves of any further Sums on Account of the Nabobs Creditors — That if the Creditors should resolve not to endorse the said Sum but to divide it amongst themselves, We shall consider such a Resolution as a plain Declaration that they mean to divest a Right independant of the Company, however of taking such Measures as shall appear expedient for the Security of that which is due to the Company —

Th. Rumbold
Jos. Dulbe
Warren Hastings
Joseph Smith

29 Fort St. George 30th September 1769

Pursuant to the Resolution of this Day the following Letter was wrote to the Nabob's Trustees —

To Messrs. John Call & James Bourchier & George Mackay —

Gentlemen

We understand that the Nabob did last Night pay into Your Hands as Trustees for his private Creditors about Sixty thousand Pagodas in Money and Bills.

Having signified to You in our Letter of the 23d Instant the Company's Sense of the Assignment made by the Nabob of Revenues for the Discharge of his private Debts in Exclusion of the Company as to those Revenues. After having informed You that the Company claim a Preference in the recovering the Debt due to them before that contracted by the Nabob with Individuals, and that We were authorized, upon Your renouncing the Right You claim under that Deed, to give the Sanction of the Company's Authority to such Measures, as We might in Conjunction with the Nabob concert for discharging the whole, After that You had acknowledged the Receit of our Letter and informed Us that You purposed to assemble the Creditors to deliberate thereon, and that You would inform Us of the Result. We say after these Steps and while these Matters in Question remained thus undetermined We did not expect that You would have possessed Yourselves of any further Sums on Account of the Creditors which is the material Point against which We object. As You have thus knowingly possessed Yourselves of Monies to which (according to the Opinion of the Court of Directors Signified to Us the Company have a preferable Right We can only say that if the Creditors should resolve not to restore it

30 Fort St. George 30.th September 1769

it to the Nabob but to divide it amongst themselves We should consider such a Resolution as a flat Declaration that they meant to assert a Right independant of the Company, to recover their Debt separately, and We should thereupon consider the Necessity of taking our Measures accordingly for the Security of that which is due to the Company.

We are

Gentlemen

Your most Obed.t Hble Servants

Charles Bourchier &c

Committee

Fort St George
30.th September 1769.

October 1.st Wrote also the following Letter to the Nabob

To the Nabob

Dated 1.st October 1769.

In Conjunction with the other Gentlemen of the Committee, I communicated to You in Confidence the Orders We had received from the Company to demand from Your, private Creditors the Renunciation of the Assignment for the Payment of Your Debt, and inform'd You of the Right of Preference they claimed to the Payment of a Debt contracted for Your Interest and the Preservation of Your Country, to that of Individuals arising from Motives of private Advantage; and We desired that We might meet You again, when We had received their Answer, to concert together the Means which should then be taken for an equitable Liquidation of both Claims. You agreed to this, and Expected as the Interval could not be of much Length, that You would Choose waited the Result of this Requisition, without taking such Steps as might involve Us in fresh Disputes with Your Creditors or make Us appear negligent of the Duty which We owed to the Commands of our Superiors. How great then was my Sur-

At Fort St. George 1st. October 1769 ~

Surprize to learn last Night that in Violation of that mutual Confidence, which should influence our Councils, & without the least Intimation given Me of Your Intentions and even on the very Day in which You urged to me Your Inability to furnish the Current Expences of Your Govern=ment, You had sent a fresh Payment to Your Creditors ~ while our Application to the Creditors was yet unanswered and their Resolution upon it undetermined. You could not but be sensible how the Temptation of a present Sum would naturally influence the Minds of a Body of Men acting only for their own Interests, and that there could not be a more effectual Means of counteracting the In=clination which they might have for an equitable Accom=modation. And how can they fail to suppose that You prefer their Claims to the Company's, when they see You contrary to Your usual Custom anticipating the Term of Payment for a Part of their Debt, at the very Time when a Demand has been made upon them for the Suspension of the whole; And that instead of aiding and joining Us in the Relief of the Necessities, which Our Support of You hath drawn upon Us, You should take such Steps to dis=sect our Councils and perplex Us in the Measures which We imparted to You in Confidence of the Friendship sub=sisting between Us, and therefore as I know not whether what has been done can be undone, I request that You will not make any further Payments, until I have communicated to You the Result of our Proceedings with the Creditors ~

At

Fort St. George 6th October 1769

Friday 6th October.

At a Committee Present

Charles Bourchier Esq. Governor President
Josias DuPré Warren Hastings
Brigadier General Joseph Smith

Read a Letter from the Secret Committee of the Honble the Court of Directors dated 1st April received last Night by the Way of Bombay under Cover of one from Thomas Hodges Esqr. advising of their having received undoubted Intelligence, that the French were sending out near two thousand European Military well officered, that One Mr. Roche had also carried out 600 Men who were establishing and fortifying themselves at St. Marys, on Madagascar, and that he had disciplined upwards of 1500 of the Natives - That one Mr. La Motte a Young Man of distinguished Abilities had left France about eighteen Months before the Date of their Letter, with a View of Negotiating with the Eastern Princes, and recommending that We should spare neither Expence nor Trouble in procuring the best Accounts of the State & Condition of the French in India and at the Islands, with regard to their Military, Shipping and Fortifications, and to concert the most effectual Measures for counteracting any Designs they may have entertained against the Company's Possessions in India and to baffle all their Intrigues with the Country Powers -

Agreed that a Copy of the above Letter in Cypher be transmitted to the Select Committee at Surat Wellesley, who are to be requested to use all possible Means

Fort St. George 6th October 1769

of obtaining the best Intelligence they are able with regard to the several Matters mentioned therein. And the President is also desired to do the same.

The following Letter from Thomas Hodges Esq. accompanying the said Advices is ordered to be entered.

To the Honble Charles Bourchier Esq.
&c &c of the Select Committee at Fort St George.

Honble Sir & Sirs

Having received the Enclosed Packet from the Honble the Secret Committee of the Court of Directors of. Speaker I now transmit it by Pattamar Boat express to Anjengo, being as early as the Season would well permit, to be forwarded to You from thence, that it may reach You safely, and as expeditiously as possible.

I have no Accounts of any Designs of the French to the Prejudice of our Affairs in these Parts, nor of their having any more Forces at Mahie than usual. Should I gain the least Intelligence of their Attempts You may depend on my communicating them to You, whether they respect our Settlements on this Side or Yours, and request that You will in the same Manner favor me with the Earliest Advices You may gain of their Conduct which may affect us here.

I am
Honble Sir & Sirs
Your most Obed.t Servant
Thomas Hodges.

Bombay
8th September 1769.

Read the following Letter from the Nabob's Trustees.

Sa

34 Fort St. George 6th. October 1769.

To the Honble Charles Bourchier Esqr
President and the other Members
of the Select Committee

Letter from the Trustees

Honble Sir & Sirs

We have received Your Letter of the 30th Ult.o You were rightly informed when You were given to understand that the Nabob had paid into our Hands 60,000 Pags. the 29th. in the Evening, for at that Time We did receive on behalf of the Creditors — In ready Money

By a Bill on Buccanjee payable in 8 Days	11500 Pags.
By a Bill on Nellacauntaur payable in 19 D.s	13500
	5000

and of this We should have informed the President had not Your Letter which We received next Morning prevented Us. — We beg leave to assure You that We did not know of any such Money coming to Us, till the Moment it was delivered; nor had We seen the Nabob, sent to him or wrote to him jointly or separately for a long Time previous to this Transaction, from whence it follows that We became possessed of this Money, We certainly did not (in the Sense We conceive Your Expression) possess ourselves of it.

containing Assurances of their having used no Means to induce the Nabob to make the Payment he did the 29th. Right & Other Reasons of his Intentions of doing it

We hope Your Honor &c.a will not think We mean to cavil at mere Words, when We make this Distinction, because the latter Expression implies that We had used means to obtain it, which We well grant would not only have been disingenuous (after the Intimation given Us in Your Letter and Our Promise to submit Your Demand to the other Creditors) but equally unbecoming the Trust strictly imposed in Us, of acting as Mediators between the Company and the Creditors — Therefore how-

Fort St. George 6th October 1769.

however being otherwise, and the Case now fairly stated as it happened, We flatter Ourselves any Suspicions You might have entertained of our influencing the Nabob to fulfill his Engagements to the Creditors will be effectually removed — We are sorry that our merely receiving this Money, should subject Us to any Censures from You, Could We have foreseen any such Consequence, We should have been cautious in Our Conduct, and not have suffered our own private Interest, or that of others to have appeared to stand in Competition with our Duty to Our Honble Masters, but have immediately requested of the Nabob leave to resign Our Trust. The Suddain and unexpected Manner in which the Money was sent, left Us no Time to deliberate how to act, and after it was in Our Possession, We did not think Ourselves at Liberty to send it back to the Nabob, as that might have involved Us in disagreable Altercations, and most probably Law Suits with the Creditors who would undoubtedly look on any Money paid by Him to the Trustees as their Property.

Agreable to the Assurances We gave You in Our Reply of the 27th Ult.o We did Yesterday Evening assemble the Creditors and lay before them Your Letter of the 23d: who thereupon came to a Resolution to appoint a Committee of Seven Persons to draw up a Reply thereto: and they further Resolved that the Money which had been paid by the Nabob in Consequence of his late Engagements to the Creditors should immediately be divided.

Meeting of the Creditors having appointed a Committee to correspond with us —

The disagreable Situation We have often found Ourselves in, by acting as Agents, or Trustees between the Nabob and his Creditors made Us long since resolve to resign that Charge, and We did in Consequence some Time ago

acquaint

Fort St. George 6th October 1769

Of their Intention to resign their Trust

acquaint the Nabob with this Resolution, desiring him to ap-
ply to the President & Council, and Creditors; to recommend
other Trustees to act in our Stead, agreable to the Deed of
Assignment, which We hope he will do, if he should, We shall
Ourselves apply to the President and Council & Council and
Creditors for that Purpose. In the Mean Time as We find
Ourselves liable to be involved in Discussions extremely dis-
agreable to Persons in Our Stations and Situations, and as the
Creditors have chosen a Committee to manage all Corres-
pondence, We hope You will be pleased to communicate
Your further Sentiments and Measures, by an Address
to the Nabob's Creditors in General. We have the more
Solicitous to be disengaged from this Correspondence be-
cause that We conceive that the Court of Directors or those
thro whose hands it may hereafter pass, not being particular-
ly informed of the Nature of Our Trust, or the Situation in
which We stand, may from seeing Our Names subscribed
to such Discussions, as may hereafter arise, adopt Notions and
conceive personal Prejudices, which however unmerited, may
prove detrimental to our Characters. We are very respect-
fully -

Honble Sir & Sirs
Your very Obed^t & very Hble Serv^ts
John Call
James Bourchier
George Mackay

Fort St. George
3^d October 1769 -

From the Manner in which the Payment was
made by the Nabob the 29th at Night, We had all Reason
to conclude that the Nabob had by some Means or other been
urged thereto, and are still of the same Opinion, But from
the Assurances given us by the Trustees of their leaving the

Fort St. George 6th. October 1769

no Measures directly nor indirectly to induce the Nabob to make such Payment at the Time and in the Manner he did and of their Ignorance of his Intention to make it at that unreasonable Hour; We are satisfied it was not done by their Procurement.

Letter from the Nabobs Trustees with a Copy of One from the Committee of his Creditors read as follow.

To the Honble Charles Bourchier Esqr:
President & the other Members
of the Select Committee

Letter from the Trustees

Honble Sir & Sirs

Agreable to our Promise in the Letter We had the Honor to write You the 27th Ult.o we now enclose You the Copy of a Letter addressed to Us by the Committee of Creditors containing the Resolutions of those who met to consider the Purport of Your Letter to Us of the 23d Ult.o

We are very respectfully
Honble Sir & Sirs
Your most Obedt & very hble Servts
John Call
James Bourchier } Trustees or Agents for Nabob & his Creditors
George Mackay -

Fort St George
6th October 1769

To John Call, James Bourchier
& George Mackay Esqrs. Trustees for the Nabob & his Creditors

Gentlemen

Letter from the Committee of the Nabobs Creditors relative to the Demand made of the assignment

In Consequence of your having laid before the Nabobs Creditors assembled on the 2d Instant, a Letter from the Select Committee bearing Date the 23d Ult.o and desired their Opinion and Resolution thereon, We the under written are appointed by the Creditors to express what

what We understood to be the Substance of their Opinions at that Meeting

The Creditors on a Serious and attentive Perusal of the abovementioned Letter, were of Opinion that it plainly appeared, the Honble the Court of Directors have misunderstood, or were greatly misinformed, at the Time they sent their Instructions to the Select Committee (which We suppose to have been in February or March last) as to the Nature of the Nabob's Deed of Assignment, & especially of the Powers thereby devolved on the Trustees by the Nabob: and as the Select Committee have declared in their Letter that it is far from the Intention of the Honble the Court of Directors to preclude the Individual Creditors from the Recovery of their just Debt, they humbly conceive that when the Honble the Court of Directors do receive the Authentic Copy of the Deed of Assignment, which the Honble the President & Council did transmit to them in March last, accompanyd by their Representation of the Nature of the Debt they will be perfectly convinced of the just Right which the Creditors claim to receive the Payment of their Debt, agreable to the Settlement made with the Nabob, especially when the Testimony then also given is considered how ready the Creditors had contributed to the Assistance of the Company in a Loan of a Sum, no less than Pagodas 324,761.4.40 which amounts to more than one half of the whole Sum that has hitherto been received by the Creditors in Discharge of the Original Debt, and for the further Satisfaction of the Honble the Court of Directors and their President & Council as well as the Select Committee, the Creditors will as soon as possible make out a more particular Representation of this

Debt — We are

Gentlemen

Fort St. George
5th October 1769

Your most Obedt. humble Servts.

Paul Benfield
George Smith
Arthur Cuthbert
Daniel De Castro
Alexr. Boswall
Andrew Ross
Francis Jourdan

Altho' the above Letter from the Committee of the Nabob's Creditors is not a direct Answer to the Demand made of the Assignment, Yet as they have not acquiesced therewith and have come to a Resolution to divide the Money sent in the 29th September at night, notwithstanding our Letter to the Trustees of the 30th We must conclude that the Creditors have determined not to relinquish the Assignment, and to assert a Right independant of the Company to recover their Debt separately, as expressed in our abovementioned Letter It therefore becomes incumbent on Us to take Measures for the Recovery of that due to the Company — For which Purpose it is resolved that the President agreable to our former Resolution, be desired to acquaint the Nabob with the Answer We have received from the Creditors, and our Sentiments thereon, That he do also urge to him the Necessity We are under to see that the Company's Debt be discharged in Preference, as well from the Arguments, on which our Honble Master's Commands are founded as from the precarious Situation We are in with Respect to the several Country Powers, and the Reason there is to apprehend from Advices received of the Preparations making by the French that they are meditating an Attack on India, and the Probability there is that their first Efforts will be against these Parts from the Intimation

Fort St. George 6th. October 1769.

given by the Nabob himself, that they would be joined by Hyder Ally, and that should such an Event happen in our present Situation without Money and loaded with an immense Debt, it would be utterly out of our Power to assist in defending the Carnatic, as We must in that Case look solely to the Defence of our own Forts, and the Consequence must be that the Country, the Possession and Maintenance of which has cost so much Blood & Treasure during a War of seven Years would in a very short Time fall into other hands. That the only Means of enabling Us to protect the Country are effectually to furnish Us with the Money to bear the Charges of such Defence. And as this Interest, and even his very Existance are so much concerned, We hope he will be induced to take immediate Measures with respect to his own and the Company's Security. The President is also desired to acquaint him, that in concerting these Measures, either the President or the whole Committee will be ready to deliberate with him, that which we hope he will think most proper. We hope he will take such Resolutions be taken as may be necessary that some speedy Provision may be made by the Company, the Payment of what is due to them, in Preference to private Creditors, and establishing certain Means of maintaining and disciplining upon a regular Plan the Forces for the Protection of the Country.

The Difficulties We have already met with in the Execution of our Humble Masters Commands relative to the Liquidation of the Nabobs Debt, and the many Obstacles which present themselves to the Accomplishment thereof, together with the necessity there is for our taking Measures with regard to other Matters

" Fort St. George 6th October 1769

which come under our Cognizance, render it necessary that We should have the Opinion and Advice of Mr. Wynch: It is therefore resolved that Application be made to the Board for his being ordered up, before he goes on his Tour thro the Circars, and when We have considered & adjusted with him the several Points which require an immediate Determination, he may return to execute the Service he has been ordered, and which is essential for our obtaining a more compleat Knowledge of the real Value of the Circars.

E. B. Bouchier

Jno. Du Pré

Warren Hastings.

Joseph Smith

42 Fort St. George 11th October 1769.

Dispatched the following Letters

To the Honble Harry Verelst Esqr.
President & Governor &c.: Gentlemen
of the Select Committee at Fort William

Letter to Select Committee at Bengal

Gentlemen

Enclosed We send You a Copy of a Letter received by the Way of Bombay from the Secret Committee of the Honble the Court of Directors and You may be assured We shall give You the most early Account of any Intelligence We may be able to procure relative to the Matters mentioned therein; and We doubt not but You will endeavor to gain the best Information in Your Power, and advise Us thereof as soon as possible.

We are with Esteem
Gentlemen
Your most Obedt humble Servts
Charles Bourchier &c
Committee

Fort St George
11th October 1769.

To the Honble Thomas Hodges Esqr.
President & Governor of Bombay

Letter to Thos Hodges Esq.

Honble Sir

We have been favored with Your Letter of the 8th September, enclosing one from the Secret Committee of the Honble the Court of Directors, We shall use all possible Means for procuring the best Intelligence relative to the Matters mentioned therein.

We are
Sir
Your most Obedt Hble Servts
Charles Bourchier &c
Committee

Fort St George
11th Octr 1769.

43 Fort St. George 11th October 1769

Came in the following Letter from Alexander Wynch Esqr.

To the Honble Charles Bourchier Esqr.
President & the Gentlemen of the Select
Committee at Fort St. George.

Gentlemen

Letter from Alexander Wynch Esqr.

I am honored with Your Letters of the 30th. Ult°. that which accompanyed it for Ruccum-Ud Dow-lah, I dispatched to them Yesterday Evening.

I shall strictly conform to Your Orders in Consequence of the 13th & 14th. Paragraphs of the Commands of the Honble the Court of Directors of the 13th. May 1768, and make what Enquiry I can, at the same Time observing the Caution & Secrecy You recommend, and advise You thereof. I am most respectfully

Gentlemen

Your most Humble & Obed°. Servt.

Alexander Wynch

Mazulipatam
6th. October 1769

At a Committee Present

Wednesday
11th. October

Charles Bourchier Esqr. Governor President
Josias Du Pré . Warren Hastings
Brigadier General Joseph Smith.

The President reports to the Committee that he had communicated to the Nabob the several Subjects recommended at our last Meeting, that the Nabob had desired to decline having any Conference either with the President or the Committee in their publick Character Lest in the Heat of Argument unguarded Expressions might fall from him; and He therefore requested that whatever might be necessary to be said should be communicated by

The Nabob declines having any Conferences with the President or the Committee

Letter

42 Fort St. George 11th October 1769

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Letter to Select Committee at Bengal

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Committee

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Sir
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Committee

Fort St George
11th Octr. 1769.

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Gentlemen

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Alexander Wynch

Mazulipatam
6th. October 1769

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Wednesday 11th October

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Josias DuPré . Warren Hastings
Brigadier General Joseph Smith.

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The Nabob declines having any Conferences with the President or the Committee

Letter

44 Fort St. George 11th. October 1769

Letter

Opinion of the Board thereon

We are much concerned that the Nabob should be unwilling to transact Affairs with Us by Conference which appears to be by far the most advisable Method, at by what Means Matters may be softened, and We might possibly be able to bring him over by Degrees to coincide with Us in the Measures recommended by the Company. Whereas in a Correspondence by Letter We shall be under the Necessity of acquainting him plainly with the exprefs Orders of the Honble Court, which will, We fear, make him lose all Patience, and render all Attempts to induce him to act in Conjunction with Us ineffectual. The President is therefore desired to write to the Nabob informing him of our Application to the Trustees, and as their Answer makes it necessary for Us to communicate some other Matters to him, to request he will give the Committee a Meeting.

Letter from the Nabob Semo Part of the Augus & September Visits

Read a Letter from the Nabob as entered in Country Correspondence No. 296 advising that in Part Payment of his Visits for August & September being Pag.s 84500

He had sent in Money Pag.s 41450

By Bills on Bacharyeo payable in 7 Days 26500

By Bills on Govendondos payable in 3 Days 1550

69500

That there remains due Pagodas 15000

representing the distressed Situation of the Country and the great Difficulty he has to procure Money to fulfill his Engagements, and promising that the Remainder shall soon be paid, enclosing Copy of a Letter from the Trustees to him & of his Answer relative to the Peishcash due from the

Fort St. George 11th October 1769.

Rajah of Tanjour, together with Copies of his Letters to the Rajah of Tanjour & Seyed Mucksum Ally Caiwn, and of the Rajahs Answer; The Nabob then goes on to represent the Great Favor that has been shewn the Rajah in the Lending the said Peishcash, as well as in other Matters, and the Unreasonableness of his expecting any Deduction therefrom according to the Custom of the Country, on Account of the Troops sent by him to join our Army, or the Loss he sustained by the Approach of Hyder Ally to his Districts. The Nabob further sets forth the Impropriety of the Rajahs Conduct in having assisted the Enemy with Money and Provisions, and in keeping up a Correspondence with him even at this Time, and concluded with saying that provided the Rajah pays his Peishcash regularly and in Times of Troubles sends his Troops to the Nabobs assistance, and desists from keeping up any Friendship with the Enemies to the Carnatic, on that Case the Security of the Governor and Council is very proper; otherwise that it ought to be withdrawn, when the Peishcash may be collected with the greatest Ease.

represents the Impropriety of the Conduct of the King of Tanjour the Necessity of obliging him to pay his Peishcash which always may be done if the Company will withdraw their Security.

It is with Concern We observe that while the Nabob complains so much of the Difficulty he finds in procuring Money to fulfil his Engagements to Us for the Monthly Payment of the Sum stipulated which is no more than the unavoidable Charges We are at Monthly requires, and suffers the same to run thus in Arrear, He can finde Money for private Purposes. It is therefore resolved that our Sentiments on this Occasion be again intimated to him, and that he be desired to favor Us with an Answer to the Letter wrote him the 1st Instant on this Subject.

Observations of the Board thereon.

With

46 Fort St. George 11th October 1769.

With Regard to the Rajah of Tanjour, We have already in our Minutes of the 13th Ult.o set forth our Incapacity at this Time to undertake any Hostile Measures against him, and the Consequences to be apprehended were We to attempt it, and Threats without a Power of carrying them into Execution can only tend to our own Discredit. — We have judged it expedient to keep the Nabob entirely unacquainted with what the Honble Court have recommended on this Head, from a Conviction, that he would not fail making Use thereof, to engage us, if possible in a Rupture with the Rajah, notwithstanding our present distressed Situation. — It will therefore be sufficient to acquaint the Nabob that We do not think it adviseable in the present State of Affairs, to threaten or put on an Appearance of Hostility or Enmity towards Tanjour, neither do We think it adviseable to remit the Peishcash, or to promise any Allowance by Way of Batta or otherwise, but the Peishcash having been demanded, the Nabob should receive what may be tendered and leave the rest to better Times. — He may moreover be acquainted that however desirous he may be to do what Justice and Reason require on this Occasion, He is in a great Degree the Cause of our present Inability to take any Measures for that Purpose, by diverting the Revenues of the Carnatic thro' private Channels from which he can expect no Support instead of applying them to restore Strength and Vigour to that Treasury which has been exhausted in its Defence that even this very Peishcash, of which it is probable he never would have received One Rupee, and it is equally probable that he never will in future, without the Interposition of the Company, even this Peishcash circumstanced as he and We are, he has assigned over to others, who now set themselves in Opposition to the Company. — With regard to that

Purport of a Letter to be wrote in Answer

Part

Fort St. George 11th October 1769

Part of this Letter where he says, that if the Governor and Council would withdraw their Security the Peishcash might be collected with the greatest Ease, Hee's to be desired to explain himself touching the same, and to inform Us what Means he purposes taking to enforce the Rajahs Compliance with his Engagements, as We do not see any Measures he can take for that Purpose which will not necessarily involve the Company, and that therefore We hope he will undertake nothing of that Nature without Our Advice & Concurrence.

Purport of a Letter to be wrote to the King of Tanjour, in answer to his containing the Request for the Remission of the Peishcash

Agreed also that a Letter be wrote to the King of Tanjour in Answer to his received the 31st August N° 275 and that he be acquainted in General Terms that he knows whether the Country of Tanjour is dependant on the Carnatic and how far it is customary for a Dependant to assist his Superior in Times of Danger and Distress, whether it be reasonable for the Superior to bear the whole Burthen of the Devastations and Charges of War, and the Dependants no Part, He will also consider whether great Favor & Friendship were not shewn him in settling the Peishcash upon the moderate Terms it now stands, and in the Company's becoming Security for the same, He will also reflect whether it be a proper Return for this Friendship to assist the Enemy with Money instead of joining his Friends. That much might be said on these Subjects, but what is past is past, what remains is clear, it being contained in an Article of the Treaty. With respect to the Applications made to him by Messrs Call, Bourchier and Mackay, he is to be informed that they are the Company's Servants, & that it is not permitted to any of the Company's Servants to correspond or to transact any Concerns whatever, with the Powers

To be informed of the Improprietty of the Company's Servants corresponding with him

48 Fort St. George 11th October 1769

Powers of Indostan, which is the Provence of the Governor alone, and that in future should any of the Company's Servants make Application to him on any Occasion, without the Concurrence of the Governor, he is to pay no Regard thereto.

P. Vansittart

Jno. Du Pré

Warren Hastings

Joseph Smith

49 Fort St. George 12th. October 1769

Pursuant to the Resolutions of Yesterday the following Letters were wrote to the Nabob.

To the Nabob

Dated 12th. October 1769

I have the Honor to acknowledge the Receipt of Your Excellency's Letter of the 20th. September together with the Sum of Pagodas 16450 in Money and Bills for Pag.s 28050 making together Pag.s 69500 so that deducting this Sum from Pag.s 84500 being the Amount of the Arrears of the September Kist added to the Amount of the October Kist there remains due the Sum of Pag.s 15000 agreable to Your State of the Account which is very just. Your Excellency are pleased to take Notice of the Great Difficulty You find in procuring Money to fulfill Your Engagements. Sensible of the Distress of the Country I agreed to receive of Your Excellency to the End of December no more than the Sums which the Unavoidable Charges of the Company require Monthly I sincerely wish that Your Excellency had not made it indispensably necessary for me to complain that while You leave even these Sums in Arrear You could find Money for private Purposes, on which Subject having wrote to You more particularly in my Letter of the 1st. Instant I shall say no more at present but to request that You will favor me with an Answer thereto.

I am obliged to Your Excellency for all the Information You have given Me in respect to the Rajah of Tanjour. I am of Opinion that in the present State of Affairs it is not advisable to threaten or put on the Appearance of Hostility or Enmity towards Tanjour on Account of the Peishcash due, neither do I think it advisable to remit that Peishcash, or promise any Allowance by Way of Batta or otherwise, but having demanded the

Peishcash

50 Fort St. George 12th October 1769

Peishcash as a Stipulated Sum due to the Circar of the Carna-
tic Payen Ghaut receive what may be tendered on Account &
leave the rest to better Times. For however warm my own In-
clination may be to do what Justice and Reason require on
this Occasion Your Excellency are Yourself in a great Degree
the Cause of my Inability to move, by diverting the Revenues of
the Carnatic thro' private Channels which can return it no
Support, instead of applying them to restore Strength and
Vigour to that Treasury, which has been exhausted in its De-
fence and from whence of Course You can now derive no
Assistance, even this very Peishcash of which it is probable
You never would have received one Rupee, and equally pro-
bable that You never will in future, without the Company's
Interposition even this Peishcash, thus circumstanced. You
have given over to others, who now set themselves in Opposi-
tion to the Company. You tell me indeed that if the Governor
and Council would withdraw their Security, the Peishcash
might be collected with the greatest Ease, which I do not under-
stand. I should be glad to have an Explanation of this, be-
cause the Interests of the Company are so united, with Yours
that it is impossible We conceive for You to take any Measures
against the Ryots of Tanjour, which shall not involve the
Company - I wish therefore to know for what Purpose Your
apply to Us to withdraw Our Security, and what Means
You intend to take to inforce his Compliance with his En-
gagements: If they are such as may occasion fresh Dis-
turbances in Your Country, or draw on the Interposition
of Your former Enemy, We cannot stand by indifferent
Spectators of the Dangers which shall threaten Your Person
and Government, & therefore hope You will undertake
nothing of that Nature without our Advice & Concurrence

Fort St. George 12th October 1769

To the Nabob

Dated 12th October 1769.

At a Meeting Some Time since of the Select Committee at the Garden House, when Your Excellency did us the Honor to be present, You were informed of the Sense the Company had expressed to Us of the Assignment their Servants had received from You of a great Part of the Revenues of the Carnatick for discharging Your Debt to Individuals, whilst a Debt to a very great Amount remained due to the Company and unprovided for. — That We had Orders to demand of the said Creditors a Renunciation of any Right they might pretend to derive therefrom independantly of the Company — That We purposed to do so, and — That when We had received their Answer and understood their Intentions I should request the Favor of Your to indulge the Committee with another Conference that We might then open to You fully and without Reserve certain Matters relative to this and other Subjects which We have in Charge from Our Superiors and which require cool and dispassionate Deliberation. Having received from Your Creditors an Answer to Our Propositions and being desirous of advising with You, on the Measures proper to be taken in Consequence as well as to communicate to You other Matters of Importance and to deliberate with You thereon without Loss of Time, I am now earnestly to request that You will be pleased to appoint a Time and Place when and where I may have the Honor to meet You, and I will attend You accordingly.

13th The following Letter was this Day wrote to the King of Tanjour —

To the King of Tanjour

Dated 13th October 1769 —

I have had the Pleasure to receive the Letter You wrote Me by Peria ram Pant wherein You inform Me of the Troops You sent with Colonel Wood of the Expence occasioned thereby —

52 Fort St. George 12th. October 1769.

thereby - of the Encroachments which obliged You to make over every thing to answer a certain Demand - That this has so greatly distressed You that You are not able to pay Your Creditors - That the Nabob having assigned the Revenues of Thanly 1178 to Messrs. John Call, James Bourchier and George Lockay they have wrote to You concerning the same - But that as Yours have been put to great Expences on such Occasions to execute the Business I will settle the Matter. All will be heard and considered. On Your Part about which it is proper You should consider well understand the Rights Usages and Customs of former Times You know whether or not the Country of Tanjour is dependant on the Circar of the Carnatick Payen Ghaut You also know whether or not it is the Right and Custom for the Dependant to assist the Superior in Times of Danger and Distress, and whether or not it is reasonable that the Superior should bear the whole Burthen of the Devastations and Charges of War and the Dependants no Part. You will consider also whether in settling the Business upon the moderate Terms it now stands great Favour & Friendship were not shewn You, and particularly by the Company's Standing Security for the same You will consider likewise whether it was a proper Return for this Friendship to assist the Enemy with Money instead of joining Your Friends. On all these Subjects much might be written on both Parts, and much Time wasted, and what should either of us learn by it more than We know at present? What is past is past, what remains is clear for it is

Con.

Fort St. George 12 October 1769

contained expressly in an Article of the Treaty. With Res-
pect to the Application made to You by Messrs Call, Bourchier
and Mackay, let me inform You that they are Servants
of the Company and it is not permitted to any of the Com-
pany's Servants to correspond or transact any Concerns
of what kind soever with the Powers or Chiefs of Hindostan
That is the Province of the Governor alone, and if any of the
Company's Servants shall in future apply to You on any Oc-
casion without my Concurrence You are to pay no regard
to them. Let me hear often of Your Health that I may
rejoice and that Our Friendship may encrease.

At a Committee Present

Friday 13 October

Charles Bourchier Esqr: Governor President
Josias DuPré Warren Hastings
Brigadier General Joseph Smith.

The President informs the Committee
that he did himself this Morning deliver to the Nabob
the Letter agreed to be wrote him at the last meeting
of the Committee, requesting that he would name a
Time and Place, when and where he the President
might open to him further the Purport of the Orders
We had received from Our Superiors touching the
Liquidation of his Accounts and other Matters of Im-
portance. That he had again represented to him the Pro-
priety and Expediency of his entering into a Conference
with him in his Public Character or with the Committee
on the Subjects We had in Charge to lay before him, as
whatever passed in Conversation in a Private & confidential
Way could not be communicated either to the Committee or

the

54 Fort St. George 13th October 1760 —

the Court of Directors, that after much Persuasion he at length consented to meet the Committee at the Garden House tomorrow Morning upon Condition never the less that no Disadvantage should be taken of Words, but that the Assertion only of Our Conversation should be noticed. —

Agreed therefore that this Committee do meet the Nabob at the Garden House to Morrow Morning - That the Orders of Our Honble Masters to Us in respect of his private Debts, his Troops, his Revenues and the General State of his Affairs be opened to him with Candour Mildness and Persuasion —

The Committee having strong Reasons to believe that the Nabobs natural Obstinacy, Pride and Jealousy are much encreased and encouraged by Self Interested Persons, in whom he apparently has for some Time past, placed too much Confidence, Think it the more necessary, to proceed with him on this important Business with all Gentleness, and to try every Means of Persuasion, Argument & even Entreaty. —

P. Bourchier
Jos. Du Pré
Warren Hastings
Peter Amyatt

Fort St. George 14th October 1769

At a Committee Present

Saturday 14th October

Charles Bourchier Esqr. Governor President

Josias DuPré — Warren Hastings

Brigadier General Joseph Smith

The Committee according to Appointment this Morning met the Nabob at the Garden House and after some Conversation the President informed him of the Sense and Spirit expressed in the 12 Paragraph of the Commands of the Honble Court to Us under Date the 17th March 1769 resting strongly on these Points - That the Company's Intentions far from aiming at any thing derogatory to his Honor or Interest had the Preservation of them directly and principally in View - That it was with the like Design they had ordered the Reduction of Interest from 20 to 10 p.r Cent, in order to relieve the Nabob from what they considered as an Oppression, and now understanding that the Debt to Individuals far exceeded what they imagined it could have amounted to, they conceived that he the Nabob must be exceedingly distressed by the Pressures of his private Creditors on the One Side whilst they themselves were also under the Necessity of urging warmly on the other, the Reimbursement of what they had expended in the Protection of the Carnatich, and concluded that to relieve him from such a Difficulty would be to render him the most essential Service. This was what the Company had in View in their Orders as far as they affect the Nabob. But as the Subject concerned the Company and the Creditors they considered it in another Light. The Rights and Constitution of the Company were then ex-

Fort St. George 14th October 1769

explained to them - That no Subject of Britain had any right to be in India but by their Permission and Indulgence either as their immediate Servants or as Merchants, that they were all bound by Covenants to obey the Rules, Orders and Regulations that should be made from Time to Time by the Company or their President and Council for the better conducting their Affairs - That it is a Rule and Order of the Company, that None of their Servants or any Person under their Jurisdiction shall correspond or transact any Affairs with the Princes or Country Governments of India, That being reserved to the President alone - That their Servants and Dependants thus receiving an Engagement of Revenues in Exclusion of the Company they consider as derogatory to the Honor and Dignity as well as to the Interest of the Company - That the Company by no means intend to injure the Creditors in their Property or to prevent their receiving in due Time what may belong to them; on the Contrary they are well disposed to lend their Aid and Assistance of the said Creditors will according to their Duty Submit themselves to the Company - But if they refuse to do so, and if the Nabob should continue to encourage them in their Opposition and Disobedience, in that Case We are Ordered to assert the Company's Rights - That the Company also taking Notice of the Great Number of Servants in the Nabob's Service (besides those kept up by the Company on his Account) according to the Statement thereof delivered to Mr Sykes in 1767, and justly conceiving that the Nabob's Revenues could not possibly extend to the Maintenance of such a Body, besides his other Expences of Government and the Sums to be paid in Discharge of his Debts had recommended some proper Arrangement to be

made

Fort St. George 14th. October 1769

made in respect to these Troops, such as might best suit the State of his Affairs in General - That the Consideration and speedy Adjustment of all these Affairs was the more necessary as our Advices gave Us great Reason to apprehend that the French were making Preparations for some Enterprize in India having already sent out a Number of Troops to their Islands -

The Conversation on these Subjects was carried on with great Temper, and lasted near three hours, what the Nabob said was to this Effect - That he was not well acquainted with the Constitution of the Company - That the Money he had borrowed of Individuals had enabled him to pay to the Company Sums which he otherwise could not have done - That he had given his Word and Honor to the Creditors that he would pay them - That if he were now to fail in the Mode he had promised and that the Money he owed to Individuals were now to be paid thro the Means of the Company it would be reported that he had broke his Engagements, and that the Company were obliged to use their Power and Influence to recover the Debts due to the Creditors - which would be highly derogatory to his Honor - That in respect to his Sepoys he believed the Company did not rightly understand that Matter, as the Number of which he had given an Account to the Mr. Pybus were not regular Troops but Silladi's for collecting the Revenues - That the Number of Separate and opposite Interests around him rendered his State perplexing and precarious - That he had no Friend on whom he could depend but the Company - That he was desirous of making the Arrangements proposed, but that he wished the first Step might be an Examination of his Account with the Company, in order to ascertain what he really owed - That he

58 Fort St. George 14th October 1760.

he had — Exceptions to many Articles — That he wished just to proceed in that Examination not as acting solely for the Company, but as impartial and indifferent Persons standing between him and the Company — To this Proposal We readily consented, provided he would give his promise not to pay any more Money to his Creditors, whilst these Matters were under Examination — He replyed that he could not make such a Promise, but as his next intended Payment to the Creditors would not become due for near a Month all that We had to settle might be done before that Time. And thus ended the Conference, We desiring that he would point out to us the Articles in his Account to which he excepted, and he promising to do so. —

The Committee from an Intimation given them, since the Conference having Reason to think the proposed Examination of the Account is only intended by the Cavels to gain Time — The President is desired to see the Nabob again in a Day or Two, and to urge him pressingly to state to us his Objections without Delay. —

E. Boscawen
Jer. Du Pré
Warren Hastings
Joseph Smith

59 Fort St. George 17th October 1769

Mr. Wynch arrived this Day from Mazulipatam.

Tuesday 19th October

At a Committee Present

Charles Bourchier Esqr. Governor President
Josias DuPré Warren Hastings
Brigadier General Joseph Smith.
Alexander Wynch.

The following Letter from the Nabob received Yesterday & is now read.

From the Nabob. Dated and received 18th October 1769

Letter from the Nabob

As, by the Favor of the Letter, lately sent Me by the Company, and by what You have told me, I find, that the Company, are in great Want of Money, and as in my Letter to them, under Date the 10th of March, I acquainted them, that, on Account of the speedy Departure of the Ships at that Time, and the Troubles in the Country, I could not then advise them, of the State of their Ballance on Me, but should do it, another Time, the Consideration thereof, added to my Obligations to them, make me extremely desirous of clearing off their Ballance, and without understanding the Particulars of their Account, I cannot write to them about it. You mentioned to Me, in one Letter some time ago, concerning the giving me the Books of Accounts; and repeatedly in Person, also on the strongest Terms told me the same, I am therefore to request, that, You will be so obliging, agreable to Your Promise to send Me, the whole of the Books, containing the Accounts particular, from the beginning, till the End of the Year 1768 of the Christian Era, when the Business will be soon settled. The Books of Accounts which You sent

Sirs Desire expressing of settling his Accounts & clearing off his Ballances to them.

Me

Ft St George 19th October 1769

We before were returned, as the Connection was not kept up the midling, and latter Accounts not being there - My Wish is merely by these Accounts particular, to settle the Account, between Us (my Ds Desire) in the most agreable Manner, and in the Times of Peace and Quiet, to employ Myself, in the clearing off the Ballance - The sooner the Accounts are sent to me the sooner shall I busy Myself in settling them -

Therefore requesting that all the pertinent Accounts may be sent him -

What can I say more?

Opinion of the Committee thereon -

Agreed that the Receipt of the above Letter be acknowledged, and that the Nabob be informed of the Satisfaction it gives Us to observe the Desire he expresses to discharge the Ballance due to the Company - We cannot however avoid expressing Our Apprehensions that his Intention in requesting at this Time to examine into all the Particulars of his Accounts which must be a Work of many Months, is, if possible to defer the Discussion of the several Matters mentioned to him at our last Conference; He is therefore to be informed that We have no Objection to his sending One of his Muttaseddees to the Office, who shall have free Access to any Books he may require in Order to elucidate his Account, and to rectify any Errors that may have arisen. But that We hope he does not mean on that Account to postpone the Deliberations proposed to him touching the Ways and Means of providing for the Discharge of his Debts, the Arrangement of his Finances, and the Establishment of his Troops, which are Matters of such Importance as will not in our present Situation admit of Delay. That therefore to remove all Doubts he is to be desired to give us a plain and precise Answer to the following Points -

Purport of a Letter to be wrote in Answer

Whether

At Fort St. George 19th. October 1769.

1st. Whether it is his Intention to defer the proposed Deliberations until he shall have gone thro' the Volumes of Accounts he has desired. If not.

2d. Whether he will appoint some short Time, when We may proceed on those Deliberations in order to obtain some speedy Arrangement.

3d. Whether he will engage to make no further Payments to his private Creditors, until some Definitive Resolution shall have been taken on his Part, and the Company's on the Subject of the proposed Deliberations.

Ordered that the Company's Letter to the Committee together with Our Proceedings to this Time be delivered to Mr. Wynch for his Perusal.

P. Bouchier

Jno. Du Pré

Warren Hastings

Joseph Smith

P. Wynch

62 Fort St. George 19th. October 1769.

Pursuant to the Resolutions of this Day the following Letter was wrote to the Nabob.

To the Nabob.

Dated 19th. October 1769.

The Letter I had the Honor to receive from Your Excellency Yesterday gives Me great Satisfaction as You seem now to be convinced how much the Company is in Want of Money, and consequently of the Necessity of reimbursing them what they have expended out of Friendship to You. Your Assurances of Your Desire to accomplish this give Me warm Hopes that You will readily concur in the Measures that may be necessary to enable You to do so. I did by the Ships which sailed from hence in March, and by another since, advise the Court of Directors very explicitly of the State of Your Account: nevertheless I shall be better pleased that the Company should also be informed of it by Yourself. It is true that I have by Letter and otherwise often assured Your Excellency that I will readily furnish You with whatever Books, Papers and Accounts You may desire tending to elucidate Your Account, I repeat the same and if you will be pleased to order one of Your Accountants to attend at the proper Office, and inform Me what Books You want they shall be searched for. Whatever Article You may think exceptionable shall be examined, and if it be found erroneous, shall be corrected. I doubt not but that You will on Your Part as chearfully consent that any Omissions which may have been made to the Prejudice of the Company may now be inserted. All this will be a Work of Time, and many Months may be employed in that Way You propose; I cannot therefore conceive it possible that Your Excellency should mean to postpone the Deliberations proposed to You at Your last Conference with the Committee touching the Ways and Means of

proceeding

Fort St. George 19th October 1769

providing for the Discharge of Your Debts, the Arrangement of Your Finances, and the Establishment of Your Troops — I say I cannot conceive it possible that You should mean to postpone these important Deliberations for an Object so Nugatory as that of examining for possible Errors, which after all may not be found to exist, because the State of the Times are urgent and will not admit of Delay, and because Yours did Yourself assure the Committee the Examination You proposed would be the Work only of a few Days. However to remove all Doubts upon this Subject, I earnestly request that Your Excellency will favor Me with a precise and decisive Answer to the following Points —

1st — Whether it is Your Intention to defer the proposed Deliberations until You shall have gone thro the Examination of the Volumes of Accounts You now desire. If not

2. — Whether You will appoint a short Time when We may proceed in these Deliberations in order to obtain some speedy Arrangement —

3 — Whether You will give Me Your Word & Honor that You will make no further Payments to Your private Creditors, until some Definitive Resolution shall have been taken on Your Part and the Company's on the Subject of the proposed Deliberations —

And I must request that Your Excellency will be pleased to favor Me by to morrow with Your clear and positive Resolution on these Points, for Delays and Doubts are productive of dangerous Consequences —

At

64 Fort St. George 23.d October 1769

At a Committee Present

Monday 23 October

Charles Bourchier Esq.r Governor President
Josias DuPré ——, Warren Hastings
Brigadier General Joseph Smith
Alexander Wynch

Letter from the Nabob read as follows.

From the Nabob

Dated and Received 19.th Oct.r 1769

Letter from the Nabob

As by the Tenor of the Company's Letter to Me, and by what You have told me I find that the Company are in want of Money, In Consideration thereof, as well as what I wrote the Company in my Letter of the 10.th March, that I should afterwards send them an Account of my Ballance, I am ready desirous to pay off my Ballance to them and by that my Account particularly may be sent Me, when this Business may be immediately settled. Some Books of Accounts which were before sent were indeed a little explicit but then they were not compleat being to some Books of the latter and intervening Times, not being there. My requesting these Books is that I may have the Satisfaction of settling the Accounts between Us (which has been my Desire for this long Time) If that by Gods Blessing I may pay off the Ballance. Some Time since, as well before as since Mr. Pigot's Government, the Governor & Council, ever told me, that they would send me my Account Particulars, every three Months, You also, out of Your Friendship, wrote to Me, that You had no Objections to give Me the whole of my Accounts, and repeatedly in Person also in the strongest Manner confirmed the same. Altho I labour at this present Time under various Distresses, Yet I will not excuse Myself from settling My Accounts, by whatever

repeating the Desire of having the Company's Ballance.

that as the Books containing his Accounts may be sent him

If the he may have his Account drawn out every three Months,

Means

Fort St. George 23. October 1769

Means, it may be, till the End of December 1768 of the Christian Era, as nothing can prevent my Desire of forwarding those Affairs, that tend to the Good of the Company who are my particular and best Friends - The Ballance that is brought upon Me, to the End of December 1768, is Sicca Lacks, Seventy Seven thousand, six Hundred & four Pagodas twenty eight Fanams and fifty four Cash. In my Account of the 30th. April 1762, three Lacks, twenty One thousand, & two Pagodas, twenty one fanams & six Cash are inserted, as suspended for the Pay of Sepoys, Mercarahs, Lascars, &c belonging to Madras, Fort St. David, Devecotah &c: and it is also mentioned, that it appears to the Governor and Council, that the Expence should be included in my Account, to which I say, that if there is any Written Authority from Me for these Expences, it is my request, that I be acquainted with it - In the same Year in which I agreed with the greatest Pleasure that the Expences of the Seige of Madras should be placed to my Account, is inserted, the Sum of two Lacks, forty thousand, three hundred and eighty Six Pagodas twenty Seven Fanams & forty five Cash, on Account of the Seige of Pondicherry - to which I say, that I consented to that, on Condition of the Stores of that Place being given to Me - Mr Pigot told me, to agree to that Money in lieu of the Stores, and it was with him that I made this Agreement; but I have not got the Stores! In Mr Palks Time the 27th. October 1766 Credit was given Me in Account for these Stores, to the Amount of One Lack Seven thousand, three hundred & seventy Pagodas, thirty One fanams & fifty four Cash, and that Gentleman is well acquainted with the particulars thereof, but in my Account of the 31st. December 1768, You have again debited

containing also his Objections to Sundry Articles carried to his Debit;

Me

Fort St. George 23 October 1769.

Me for the same, agreable to the Company's Orders. Doubtless the Company thought it right, that this Sum should be taken out of my Account, but, they should also, have thought it necessary, that the two Lacks, forty thousand, three hundred and eighty six Pagodas, twenty Seven fanams and forty five Cash, on Account of the Siege of Pondichery, be taken out of my Account, also. I now see, that You have inserted many Articles in my Account relative to Madras, Fort St. David, Cuddalore, Devecotah, Karikaul, Chunglepat, Ponamaly & Trepasore, all these Places, the Reason of which I cannot comprehend, besides other Articles also, are mentioned, which cannot be inserted in my Account. - tell You self one the Account Particulars, therefore, I cannot speak respecting this and in the Account You sent Me before, there were Articles to the Amount of more than two Lacks of Pagodas inserted which ought not to have been inserted. In the Account likewise You sent me, the 31st of December 1765 to the 30th April 1761, the Ballance, that is brought upon me, is Pagodas twenty two Lacks, twenty five thousand, three hundred & seventy three, one fanam & forty five Cash, and in the same Year and under the same Date, the Account which I received, signed by Mr. Barker, the Keeper of the Company's Books, it is expressed that the Ballance, twenty one Lacks, sixty two thousand, eight hundred and fifteen Pagodas, twenty five fanams, and forty Nine Cash. The Difference, therefore, between the two Accounts, are Pagodas Sixty two thousand five hundred and fifty Seven, eleven Fanams, & seventy Six Cash. As I cannot understand, how this could arise, I make this Request, that You will be so obliging as to send Me my Account Particulars, when it may be soon settled.

Remarking a Mistake in his Account Current dated 31 April 1761 -

Indeed -

Fort St. George 23. October 1769.

Indeed without the Particulars are sent how can One compre-
hend the Account fully.

What can I say more.

We observed at our last Meeting that the Request
made by the Nabob to examine all his Accounts from the
Commencement of Our Connection with him, before he
would enter into any Deliberations with Us for the Arrange-
ments We so strenuously recommended could We approve
hended be with no other View than to postpone our entering
into those Deliberations, to which he hath all along shewn
so great a Reluctance. The Objections he now makes to the
several Articles in his Account, after so long an Interval
Since the Time they were carried to his Debit, is a further
convincing Proof of the Justness of Our Suspicions, and gives
Us but too much Cause to fear that all Our Endeavors to bring
the Nabob to coincide with Us in any Measures for settling
the very important Points proposed to him will be ineffec-
tual. It is however agreed that another Letter be wrote
him, informing him that the Reason of our having re-
quested a Promise from him that he would pay no more
Money on Account of his private Debts until he had
come to some Conclusion with Us on the Arrangement
proposed, was that without such Promise, of the next sti-
pulated Payment he had informed Us he intends making to
his Creditors, should become due before We have agreed
upon the Mode of adjusting their Debt, it might produce
Occasion for fresh Uneasiness which it is our Study to avoid.
He is also to be reminded of the long Friendship and Attach-
ment that have subsisted between him & the Com-
pany, the great Assistance he has received from the Com-

pany

Fort St. George 23 October 1769

Company as well as from the Nation, and the distinguished Marks he has received of the Royal Favor; from which he must be sensible that it is with the greatest Reluctance that We enter into any Disputes with him, particularly on Subjects which require strong & forcible Reasoning, and which cannot but tend to change the Temper, by which the Minds of Persons whose Interests are so connected, ought to be regulated in the Discussion of their common Concerns. He must be sensible that his Letters upon such Subjects being once entered upon Our Records, would if they remained unanswered, be perpetual Memorials of the hard and unjust Treatment he meets with from the Company, and their Representatives - for which Reason it is incumbent on us to reply to them fully & strongly, and which We shall endeavor to do with all possible Candour & Respectfulness.

With Regard to the very urgent Request the Nabob makes to be furnished with all the Particulars of his Account He is to be informed that he hath already been furnished with his Account stated to the End of the Year 1768, in the Manner it has always been drawn out and in which he hath hitherto received without any Exception: That We could not conceive till very lately that by desiring the particulars of his Account he meant a Minute Detail of every Store expended, and of every Mercar, Cooley, or Lascar employed on the Service of the Carnatic during the Course of more than twenty Years spent in continual War & Troubles - An exact Scrutiny into which must necessarily be a Work of great Length of Time, and it would be impossible for the Nabobs Ministers to be as well acquainted as they are with Our Method of Accounts, to com-

prehend

comprehend them. — We cannot therefore avoid expressing Our Doubts whether the Request now made by the Nabob may not be at the Instigation of some Persons about him, in Order that they may have an Opportunity of manifesting their Malignancy against the Company and their Representatives, by suggesting Doubts where none ought to have place, and by procuring his Mind with unjust Suspicions and Jealousies. — We cannot say We can fix on the Persons thus suspected, but the great Change of Temper which manifests itself in the Nabob in Our Conferences with him at different Times, too evidently evinces that there are Persons about him who are not satisfied with our Government, and to whose Advice he pays too much Regard. Indeed a further Cause for Our Suspicions is the Nabob's Unwillingness to confer with Us and choosing rather to transact all Affairs by a Correspondence of Letters as he well knows that he cannot have that Opportunity of consulting with these Advisers in our Conferences with him, as he might in a Correspondence by Writing. That the Nabob may however see that We are desirous of giving him all possible Satisfaction on any Points he may require, It is Agreed to propose to him to send some of his Mutsedees daily to the Office, where they shall be attended by One or two of the Company's Servants to explain to them all Matters, and for which Purpose the Sub Accomptant is to be ordered to draw out a List of the Books of the Several Employs, which have any Relation to the Nabob's Account; and Mr. Alexander Davidson with the Sub Accomptant are appointed to attend the Nabob's Mutsedees on the Examination of them. — The Nabob is at the same Time to be earnestly requested not to suffer this Secretary to delay

Matters

to Fort St. George 23d October 1769

Matters of much greater Moment, and which do not materially depend on the Result of that Examination—

Altho' We would at this Time avoid making any Remarks on the Articles of this Account he has taken Notice of as exceptionable, as they cannot materially affect the Discussion of the very important Matters now under Consideration, nevertheless as he has thought proper to mention them, We will notwithstanding expect some Reply thereto, and Our Silence might be construed by him as an Acknowledgement of the Justness of his Remarks regarding them—

We first take Notice of the Sum of three Lacks twenty one thousand and two Pagodas, twenty One fanams & Six Cash expended for the Pay of Sepoys, Mercarahs, Lascars &c. belonging to Madras, Fort St. David, Dindigul &c. and asks if We had any Written Authority to place those Charges to his Account, which implies, that if there be no such written Authority he means to dispute them— In Answer to which he is to be informed that We know of no such written Authority neither do We know of any written Authority from him for the Disbursements of the immense Sums by the Company on his Account from their first Connection with him— That had there been such written Authority We do not conceive it would have availed, since he now disputes the Charges of War with Hyder Ally, altho' he has entered into an Agreement under his hand & Seal to be answerable for them— It is impossible for Us to say that every particular Sepoy, Mercarah or Lascar whose Pay is included in that Sum was solely employed in the Affairs of the Carnatick and none other: because We have never been able nor is it now practicable to draw such a precise Line— The Foundation of the Charge is this: The Establishment of

Sepoys

Fort St. George 23d October 1769

Sepoys, Lascars, Hircarrahs, Coolies &c for the Ordinary Duty of the Company's Settlements amounted to a certain Number. After the Company's Connection with him it was found that the War in which they were engaged for the Defence of the Carnatick required a much larger Establishment; and as these People could not be procured on any Emergency at a Days Warning, it was judged expedient to entertain such Additional Numbers on constant Pay as were found adequate to the Exigencies of the Service. And Altho' some of these People might occasionally be employed on Duties in the Company's Garrisons, as those peculiarly appertaining to the Company's Garrisons were at that Time employed in the Service of the Carnatic &c, it is but reasonable that the Carnatic should bear the Charge: And the Nabob is to be acquainted that in Case he insists upon objecting to the whole or any Part of this Charge, We must in that Case state an Account of Interest with him for the several Sums advanced on his Account by the Company, and which they have hitherto avoided even the Mention of in Consideration of several Articles of this Nature charged to him in which Precision could not be observed, and which will amply indemnify them for any Deduction he can make with the least Appearance of Reason.

With Respect to the Charges of the Siege of Madras We have frequently expressed our Acknowledgments for the Offer the Nabob made of having them carried to his Account.

As to the Charges of the Siege of Pondicherry which he now objects to, and which he says he only consented should be carried to his Debit on Condition that the

Stores

Fort St. George 23. October 1769.

Stores taken there should be given to them, and to which he alledges Mr Pigot agreed. - He is to be informed that the Company were no Doubt deeply interested in that Event as well as the Carnatick, and that they have sustained many very heavy and severe Losses & Expences in that War, besides what are placed to his Account: that nevertheless if this Account were to be stated with all Strictness some Part of this Charge might fall upon the Company - But the Difficulty would be in laying down a Rule for dividing the Charges - After the Siege of Madras when the French and their Allies were in Possession of the whole Carnatick it was by Means of the Company's Forces and the Company's Money that the whole was recovered and restored to the Nabob, and that the French were drove within the Walls of Pondicherry - Had the Company rested there without prosecuting the Siege, and retired to their own Settlements, leaving the Carnatick to the Protection of the Nabob He would not at this Hour have been in Possession of One Village - We have all reason to believe that Mr Pigot could never give the Nabob an Absolute Promise that he should have the Stores taken in Pondicherry, as He well knew that the Right to them was disputed, being claimed by Kings Officers and by the Company, and that the King alone could determine the Affair. He was indeed promised that in Case his Majesty should decree the Stores to the Company, that We would request of the Company that their Value might be carried to his the Nabob's Credit - And as it was concluded in Mr Pitt's Government from the Length of Time that had elapsed without any Decision, that the Stores would remain with the Company, the Amount was carried to

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Fort St. George 23d. October 1769

his Credit and the Company requested to confirm the same. But the Company having lately been obliged to pay a large Sum to the Captors as an Equivalent for those Stores, besides considerable Charges incurred on that Account, they have been induced to order us to transfer the Value of those Stores from the Nabobs Credit to his Debit, and to acquaint us that when they shall have ascertained the Sum they are to pay the Captors and the Costs and Charges they have sustained, that the Amount shall be deducted from the Value of the Stores, and the Remainder placed to the Nabobs Credit. This is the true State of the Case, with which the Nabob is to be made acquainted, & should he nevertheless be of Opinion that he ought not to bear this Charge, that the Interest Account will fully indemnify the Company for the whole.

As to the Articles mentioned by the Nabob to be inserted in his Account relative to Madras, Fort St. David, Cuddalore, Devecotah, Karrical, Chengleput Pundamalée & Trepassoor, which he says he does not comprehend, It is impossible for us to reply thereto unless We know the particular Articles to which he objects. He can only be informed that if upon an Examination of his Accounts in the Manner proposed any Articles shall appear to have been erroneously carried to his Debit such Mistakes shall be rectified, but that it is impossible for Us to litigate or explain every Article by Letter.

With regard to the Differences mentioned by the Nabob in the two Accounts delivered to him Dated in December 1765, it may probably have arisen from the Discovery of some Error at the closing of the

Books

At Fort St. George 23. October 1769

Books, which will be explained in the Course of the Examination proposed — It is however sufficient Proof of the Improperiety of delivering them Quarterly Account every three Months as he desires, and all the such a Promise may have been given in order to please them, Yet such Accounts can by no Means be depended on since for Want of the Accounts from the several Outward Garrisons many of the Articles must be suspensitious, and will necessarily require correcting at the Close of the Year when the Books are ballanced —

Mr. Wynch reports to the Committee that having perused the former Proceedings, and paid particular Attention to the Minutes of the 13th Inst he entirely agrees with them in Opinion, & approves of the Measures which have been hitherto taken —

E. Bourchier

Fort. Wm. Esq.

Warren Hastings

Joseph Smyth

Wynch

75 Fort St. George 24th. October 1769

The following Letter was this Day wrote to the Nabob.

To the Nabob

Your Excellency's Letter of the 19th. Instant informs Me in the beginning to the same Effect as your former Letter that You find by the Company's Letter to You they are in Want of Money - that You are very desirous of sending them an Account of Your Ballance, and of paying off that Ballance. To which I can only reply as before that these Declarations give Me much Satisfaction, and can be exceeded by Nothing but the Accomplishment of them -

the 18th Inst.

Your Excellency then goes on to repeat Your Desire that the Particulars of Your Account may be sent You that the Business may be immediately settled. You take Notice that some Books of Accounts which have been sent You were a little explicit but incompleat - that it has for a long Time been Your Desire to settle Your Account, and You now desire those Books that You may do so and pay off Your Ballance. That as well as Mr. Pigots Time as before, and since the Governor & Council have told You they would send You Your Account Particulars every three Months - that I also by Letter and in Person have confirmed the same - that tho at this present Time You labour under various Distresses You will on no Account excuse Yourself from settling it to the End of December 1768 - all which I perfectly understand -

When lately with many Entreaties I prevailed Your Excellency to enter into Deliberations with Me on my Public Character as President for the Company's Affairs on this Coast or with the Select Committee, touch-

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to Fort St. George 21st. October 1769

touching the very important Subjects We have in Charge from the Company and which have been communicated to You - Your Excellency expressed the greatest Reluctance to such Deliberations repeatedly caused Yourself from entering on them and urged the Expediency and Propriety of settling such Points by a Correspondence of Letters. Your Excellency nevertheless upon my still urging You thereto by Letter and Personally, did at Length consent to one Conference with the Committee in which every thing being fully explained to You the Result was that You expressed Your Desire of making the necessary Arrangements but You proposed that Your Account should be first settled. The Committee apprehending that this might be a Work of Time, After assuring You of their Willingness to give You all possible Satisfaction on that Subject, requested You to give them Your Promise that You would not pay any more Money on Account of Your private Debts until You should come to some Conclusion with the Committee; to this You gave no direct Answer but said that the Adjustment of the Articles of Your Account which You thought exceptionable might be settled in a few Days, and the next Payment You had intended to make on Account of Your private Debts would not be sooner than about a Month. I must inform Your Excellency that the Committee's Reason for requesting so earnestly of You such a Promise was because they Apprehended that, without it, if the next stipulated Payment You have told Us You intend to make to the Creditors should become due before We should have agreed upon the Mode of adjusting their Debt, it might produce Occasion for fresh Uneasiness, which it is our principal Study to avoid.

77 Fort St George 24th October 1769

We wish Your Excellency would join us in the Same Desire, and indeed why should any Difference arise between Us? Your Excellency thro a long Course of Years hath experienced the great Attachment and the Great Respect which the Company have at all Times shewn to Your Person to Your Station and to Your Interest. You have also received distinguished Marks of the Royal Favor of the King my most Gracious Sovereign whom God long preserve. Mindful of these Circumstances, and of the Friendship which hath taken such deep root between Your Excellency and the English Nation, and Company from a long Intercourse of reciprocal Aid and a Participation of the same good & ill Fortune, it must be with extreme Reluctance that I take up the Pen of Controversy on Subjects that require Strong and forcible Expressions, and which have a direct Tendency to change the Temper by which Minds so united ought to be regulated in the Discussion of their common Concerns. You cannot but be sensible that Your Letters upon such Subjects being once entered upon Our Records will stand as perpetual Memorials of the hard and unjust Treatment You met with from the Company and their Representatives if they remain unanswered. For which Reason how painful soever the Task may be, yet as my Duty and Allegiance require it I must yield to the Necessity and shall reply to them fully, clearly, & strongly, but with Candour & Respectfulness. I proceed therefore in the first Place to speak to the Urgent Request You now make to be furnished with all the Particulars of Your Account. Your Excellency's Account to the End of the Year 1768 drawn out in the Manner it had always been done and as they had always been received by You without Ex-

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To Fort St. George 24th. October 1769.

Exception hath been taken to You. I believe it was not understood by my Predecessors and I am sure it was not by me till lately that by desiring the Particulars of Your Account You meant a Minute Detail of every Store expended and of every Slave, Cooley or Lascar employed in the Service of the Carnatick during the Course of more than twenty Years continual War, Siege or Expeditions, yet these are the Accounts You now demand and propose a Scrutiny into them as the Work of a few Days, Accounts so voluminous that if all the Company's Writers were to be employed on them to the Total Neglect of all other Business they could not be transcribed in many Months, and when transcribed could not be intelligible to You or Your Attendees ignorant of the Forms and Intricacies of Our Method of Accounts, but they might it is true afford ample Materials to the Secret Enemies of Our Government should any such unfortunately find Admittance to Your Councils to manifest their Malignancy against the Company and their Representatives by suggesting Doubts where none ought to have place, and by poisoning Your Mind with unjust Suspicions and Jealousies. The proper the Open, the Candid manner of Proceeding in this Business would be for You to appoint some of Your trusty Attendees on Your Part, I will appoint some proper Servants on behalf of the Company let them meet daily at a proper Office which I will appoint for that Purpose and proceed Methodically in this Examination I will not complain should the Scrutiny last for Years if you may be satisfyed but let not I entreat You such Intricacies be at this Time the Cause for delaying Matters of much greater Moment

which

Fort St. George 24th. October 1760.

which depend not materially on the Event of that Examination.

As I do not mean by this Letter to enter into a Minute Detail or Explanation of the several Articles You take Notice of in Your Account as being exceptionable I shall only speak to them in General Terms as You mention them on General Terms.

The first Article You take Notice of is the Sume of three Lacks twenty One thousand and two Pagodas twenty One fanams and Six Cash expended for the Pay of Sepoys, Horcars Lascars &c belonging to Madras Fort St. David, Dove Cobala &c and the Remark you make on it is this, that if there is any written Authority from You for placing those Charges to Your Account You desire to be acquainted with it, which implies that if there be no such Authority you mean to dispute the Charge. I answer that I do not know of any such Authority from You, nor do I know that there is any particular Written Authority from You for the Disbursement of about a Crore of Pagodas from the beginning of the Company's Connection with You to this Time; but if there were such Written Authority what would it avail? does not Your Excellency now dispute the Charges of the Mysore War, altho I have any Agreement expressly under Your Hand and Seal that You will be answerable for them? Such groundless Disputes are so far beneath the Dignity of Your Station that I must beg leave to vindicate Your Character by supposing that they cannot be the Genuine Production of Your own Mind, they must spring from the Suggestions of Evil Minded & Interested Counsellors, I will not take upon me to say that every Sepoy, Horcar, or Lascar whose Pay is included in that Sum was employed solely in the affairs of the Carnatick, and none other,

because

Fort St. George 24th October 1769

because it never has been possible nor is it practicable even now to draw such a precise Line. The foundation of the Charge is this. The Establishment of Sepoys, Peons, Horses Coolies &c for the Ordinary Duties of the Company's Settlements amounted to a certain Number, it was found after the Company's Connection with Your Excellency that the War which they were engaged in for the Defence of the Carnatick required a much larger Establishment. The Draughts which were made frequently of Sepoys for Escorts and other Services, the sending out of Garrison and often recovering back Artillery, Arms, Ammunition and Stores required in the Course of the War - The Necessity of extraordinary Hircarahs for conveying Letters and obtaining Intelligence of the Enemys Motions; all these Services could not possibly be executed without Additional Numbers or constant Pay as were found adequate to the Demands of the Service and can Your Excellency think it reasonable that because some of these People were at Intervals employed on the Duties of the Company's Garrisons as those peculiarly appertaining to the Company's Garrisons were also at Intervals when necessary employed on the Service of the Carnatick. I say can Your Excellency think it reasonable that therefore the Carnatic should not bear that Charge, but that it should be sustained by the Company? if that is Your Opinion, be it so. I consent to Your striking out any Part, the whole if You please of that Article; but then in return permit me to inform You that in Consideration of this and other Articles of the like Kind in which Precision could not be observed, and but You should think Yourself unjustly treated thereby, the Company proposed to make You a very ample Recompence mean-

Fort St. George 24th October 1769

other Way by omitting hitherto even the Mention of the Word Interest, but now if the Case be so that Your Excellency means to dispute such Articles as these the Company will not litigate them, but will insist upon having an Interest Account with You, and let me inform You that upon a Gross Calculation to the End of the Year 1765 (for I have not had Time to compleat it) I find that the Ballance of Interest due from You will amount Sixteen Lacks of Pagodas.

The Charges of the Siege of Madras Your Excellency admits as a Charge made in Consequence of Your own Voluntary offer, it has often been acknowledged as an Act of Generosity on Your Part, with Pleasure I acknowledge it again.

The Charges of the Siege of Pondicherry is the next Article against which You except amounting to two Lacks forty thousand three hundred and eighty Six Pagodas twenty Seven fanams and forty five Cash. To this I say that the Company were no Doubt very deeply interested in that Event as well as the Carnatick and have sustained many heavy and severe Losses and Expences in that War, besides what are placed to Your Account, nevertheless at this Account were to be settled with all Strictness some Part of this Article might fall upon the Company, but I beg to be informed by what Rule Your Excellency would propose to divide the Charges. After the Siege of Madras when the French and their Allies were in Possession of the whole Carnatick the Company's Forces and the Company's Money to pay those Forces, recovered the whole, restored it to You and drove the French within the Walls of Pondicherry had they

Company

Fort St. George 21st. October 1769

Company rested there without prosecuting the Siege and re-
turned to their own Settlements leaving the Coromandel to Your
Excellency's Guardianship wonder Your at this hour have been
in Possession of Our Village? But Your Excellency says that
You consented to this Change conditionally only: that is to say
that the Stores taken in Pondicherry should be given to You
in lieu thereof and that You made this Agreement with
Mr Pigot. Mr. Pigot not being here to justify himself
I can only argue from Probabilities and what he informed
the Council. Your Excellency well knows that the Right
to those Stores was disputed, the King's Officers claiming them
as their Rights and the Company claiming them as theirs:
This Point could only be determined by the King, was it
probable that under such Circumstances Mr Pigot should
give You an Absolute Promise of those Stores as an Equiva-
lent to the Property in which was doubtful and which had
since been given by the King to the Captors? Mr Pigot
represented this Transaction otherwise to the Council and
to the Company, he represented that he had procured to
request of the Company that in Case the King should de-
cree the Property in those Stores to the Company in such
Case that the Value of them might be placed to the Credit
of Your Account. Mr. Pallet present on obliging You and
not knowing what had passed in England on that Subject
but concluding that after so many Years had elapsed
without any Decision the Stores would however remain to
the Company carried them to Your Credit and de-
sired the Company to confirm the same, instead of first
writing to the Company for their Permission and then if
We had obtained it carrying them down to Your Credit.
But it has so happened that the Company have been

obliged to pay a very large Sum of Money to the Captors as an Equivalent for those Stores besides great Charges they have been put to on that Account. These were the Grounds and Reasons that induced the Company to order Us to transfer the Value of those Stores which had been placed by Mr. Palk to Your Credit back again to Your Debit, but they add that when they shall have ascertained the full Amount of the Sum they are to pay the Captors and the Costs & Charges they have sustained deducting these Sums from the Value of the Stores the Remainder shall be placed to Your Credit. Thus is the true State of the Case, if Your Excellency should nevertheless be of Opinion that You ought not to bear that Charge You will be pleased to strike out whatever You may think proper. The Interest Account will amply indemnify the Company for the whole.

Your Excellency next observes that You now see there are many Articles relative to Madras, Fort St. David, Cuddalore, Devecotah, Karical, Chinglepet, Poonemalee and Trepassour placed to Your Account which You do not comprehend, and other Articles inserted which ought not to have been inserted, to all which I cannot reply until I know what the Articles are to which You object, I can only say that if upon an Examination in the Manner I have proposed any of those Articles shall appear to have been erroneously carried to Your Debit the Error shall be rectified but I cannot undertake to Investigate or explain every Article to You by Letter in the Manner I have done here such a Correspondence on the Accounts of twenty Years would exceed by twenty Times the Bulk of the Accounts themselves.

Your Excellency takes Notice that in two

Several

At Fort St. George 24th. October 1769

several Accounts delivered to You from December 1761 to December 1765 the Ballances differ so largely as this Sum of Pag.s 62557.11.76 I have not had Time since the Receipt of Your Letter to examine how this arose, probably from some Error discovered in closing the Books and corrected. However this shall be explained in the Course of the Examination proposed. The Instance You now give is a sufficient Proof of the ill Consequences of delivering You your Accounts every three Months, and if it has been promised You it was injudiciously promised, such Accounts cannot be by estimate because the Transactions in the several Departments from Palamcotah to Palmanir, which must be brought together into one Account cannot be compleatly collected and digested for many Months, and at the End of the Year when Our Books are closed and Balanced many Errors are generally discovered & corrected so that the estimated Accounts of three Months would seldom or never agree exactly with the Corrected Account of the Year, But Your Excellency not feeling the Causes Difficulties, and Perplexities of these Accounts are ever ready to suspect the smallest Error as an Injustice intended You. How is it possible to transact any Affairs with Satisfaction under such Circumstances?

It will now I believe be very apparent that the Examination You propose ought not to affect or postpone the Arrangements to be made upon the Points recommended by the Company, because these Arrangements are immediately necessary and the Examination will be a Work of Months or Years, and after all many Articles were to be totally expunged to which there can be any Colour of Exception shall a very large Ballance would

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due from You to the Company the Means of discharging which is one of the Objects to be settled. I therefore repeat my Request that We may immediately proceed on the Business proposed to You at the last Conference with the Committee and I hope You will favour me with an Answer to this Request and to my last Letter.

Since writing the above, I have been honored with Your Excellency's Favor of the 20th Instant, purporting principally, that of One Multiplicandee only, is sent to the Company's Office, the Examination of Your Accounts, must take up a long Time; but of the Mode proposed by Your Excellency, of sending the Accounts particular, to You is adopted, the same will be a Business only of a very few Days, by which Time also will not be lost, for Your Excellency proposes, taking the Task of comprehending them, upon Yourself. — In Answer to this, I must beg leave to observe to Your Excellency, that it was by no Means my Intention in the Expression of One Multiplicandee, to limit Your Excellency just to that Single Number, but for the Contrary it being my Sincere Wish, as You well know, to expedite this Business, the soonest possible, for which Purpose, any Number a Scale even (could they have been all employed) would have had my free leave, to have been occupied therein. — I plainly see however, it is Your Excellency's fixed and positive Resolution, that no Mode, but Your Own, shall be put in Execution; I am therefore come to a Determination in order to avoid all further Altercation on the head, that, notwithstanding there is the greatest Impropriety in sending You the Accounts You require, blended as they are, and of Course must be with those of the Company, Yet, that those Accounts shall

never

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nevertheless be sent - convenced, since Your Excellency proposes taking the Task of comperehending them upon Yourself - I shall perform the Truth of the Assertion, that the same will only be the Work of a very few Days - Your Excellency may depend that conformable to this, the necessary Orders shall immediately be given to the proper Officers, to draw out a List of the whole of the Books on Our Profession in any ways relating to Your Excellency's Accounts, and when this is done they shall be delivered to the Charge of any Person You may appoint to receive them - Should even this not be sufficient, Your Excellency has only to mention Your further Pleasure, when it shall be immediately complied with; for, I am determined, it shall not be my Fault, if any more Time, is fruitlessly employed, on such trifling Matters, when Affairs of such real Importance claim our utmost Attention -

P.S. On further Reflection I do not think I can answer to my Employers the sending them Books in which the whole of their Accounts, for so very long a Period is contained, without ordering them to be accompanied by One or More of their Servants - Your Excellency will excuse me therefore, if merely through a Motive of discharging my Duty, I appoint One of the Gentlemen in the Company's Service, who shall have Directions, to attend Your Excellency, at all Times both Night and Day, and to explain every, the most minute Article You may think it proper to enquire about, relative to Your Accounts - I have this favor moreover, to request, that except it Your Excellency - Your Children and immediate Servants Natives of this Country, together with

of Fort St. George 24th. October 1769

with the Person appointed by Me, none other, be permitted to inspect these Books, on the Propriety of which Restriction I am sure, Your Excellency, will agree with me.—

Before the above Letter was finished the following came in from the Nabob—

From the Nabob. Dated 20th. October Recd the same Day

Letter from the Nabob. I have received Your Letter of the 19th. in answer to mine, desiring the Books of my Account, by which my Sirm Purpose is to pay off the Company's just Ballance— You tell me, "If I will order One of my Mutsiddees to attend at the Offices, and will advise You of what "Books may be necessary, they shall be searched for, and "every Article that may be exceptionable or erroneous, on either "Side be rectifyed, but that that there is a Business, which will "take up, a great while, and many a Month to settle, and that "for so trifling an Affair, the important Considerations, of Provi-"viding for the Discharge of my Debts, the Arrangement of "my Finances, and the Establishment of my Troops, which We "had talked of together would be postponed"— This I under-stood, and am extremely obliged, and thankful to You, and esteem it also, as proceeding from Your Justice and Honor, that You mention the rectifying of Errors on both Sides— Thank God, Our Wishes in this, are both the same! But of Your great Favor You wrote to me before concerning the Delivery of the Books and my sending my Mutsiddees, in Person also, You have repeatedly mentioned it, in the strongest Manner, and now likewise tell me, to send one Mutsiddee— An Account of so long standing will doubtless take up a long Time, and if I only send One Mutsiddee to attend at the Company's Offices, it is very evident, that for him to understand, and then explain to Me

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Me, a great Deal of Time indeed will be expended - You
some Time ago, gave Permission, for the furnishing the
Books of Accounts, in Consequence of which, Monoranpoo-
dy Venoatachellum, a Dubash in the Service of the Cutcha
every Day, went to Your Office, to bring the Books, con-
taining the Accounts particular, from the Beginning of
the Month of April, to the End of August, but notwith-
standing that the Books, on which the Connection is kept
up, have not yet come to hand - In the Letter I wrote to You
the 19th. Instant, I told You that if all the Books of Accounts
Particular had then been sent, the Account would have
been by this Time settled, and a Mean of paying the Com-
pany's Ballance established - You say, that this is a
Business of many Months, and a great while - I say it is
a Business of very few Days only - and We both say right -
for to go roundabout what You say only one, of any Mutsuddee
is sent, to understand this Account. what are Months'
Years will be required! and an Account of Twenty two Years
take double the Number to comprehend, but then of a case
-able to what I desire, the whole of the Books there wanted
it is a Business only of some Days - I am the Company's ve-
-riable Friend, and residing at present at Madras as if the
Books of my Account Particulars, are sent to me, (who
am as it were in the Company's House) the affair will
be settled very soon In my Letter of the 19th Instant I
mentioned some Articles which I wanted to enquire about
When these Account Particulars is understood, all Articles
which may require Enquiries will be settled in Our Chief
in each other's Presence, for We are all, of One Mind, and
the Payment of the Company's Money, which is my sincere
Desire will give me Pleasure - This being the Case, Therefore

denoting that more than
one Mutsuddee
may be allowed to examine
the Books -

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my Request from Your kindness is the same, I mentioned to You before, and after understanding the Account the Books shall be returned with Care, Time will not be lost by this, because I have taken the Burthen of the Pains of Understanding the Account upon myself.

You tell Me "if the Company are acquainted "with the Particulars of my Account, from myself like- "wise, it will give Your additional Satisfaction". My "Answer to which is, after We have both understood the Account Particulars, and a means of payying the Com- pany's Ballance, has been established, I will advise them of it, which by God's Blessing, and Your Favor I am in hopes may, soon and with Ease be effected.

I observe, what You wrote relative to the Arrangement of my Finances, and Establishment of my Troops, which proceeds from the great Honor Justice and Favor of You Gentlemen. When by God's Blessing, and Your Assistance the Payment of my Debt is accomplished the same, will be a Token, of my Treasury being Settling & my Troops getting into Order.

You ask Me, Whether I will engage my Honor to You, not to make any further Payments to my private Creditors, till on the Part of the Company, and "myself, something has been determined on relative to "the above Deliberations". My Answer to which is, that, what has been mentioned, concerning my form Engage- ment, respecting the Payment of Money to my Creditors needs no Explanation as the whole Inhabitants of Madras are acquainted with it, if what I wish is done, I am in hopes, before the Term of their Payment comes, that the Affair of the Company's just Ballance will be

Creditors giving an answer to the Points proposed to them

settled

To Fort St. George 24th. October 1769 —

settled —

You tell me "to give You my clear, concise and "positive Resolution on these Points, by tomorrow (that "is to say the 20th.) as Delays and Doubts are productive "of dangerous Consequences" — This I observed. To wise People and People of Consequence, respecting Matters of Importance, it is necessary, that an Answer should be wrote with Deliberation, and when the Mind and Body are at Ease — as to Conciseness, how concise, can one bring the Subject? — Notwithstanding agreable to Your Desire, I have wrote this — owing to my Hurry, should there be an Expression more or less, You will excuse it —

What can I say more? —

In Consequence of which an Addition was made to the Letter to the Nabob as entered above —

25: The List of Books which contain any Particulars of the Nabobs Account being prepared the following Letter was wrote to the Nabob —

To the Nabob

Dated 25th. October 1769 —

In my last Letter I informed Your Excellency that I would order a List to be drawn out of all the Books in Our Possession any Way relative to Your Accounts. I have now the Honor to enclose the said List for Your Perusal, and I am ready to send the Books thereon mentioned as I am above all things desirous that the Examination You propose may be made without Delay —

I took Notice in my said Letter that as many Errors unavoidably happen in such extensive Accounts as those between Your Excellency & and the Company all such as are from time to time discovered are corrected upon closing the Company's General Books at the End of the Year —

Fort St. George 25th October 1769

Year, it may be necessary therefore to refer to those General Books whenever You shall think it proper to appoint any of Your People to inspect those Articles the Company's Accountant shall attend at the Office in the Fort to shew and explain the same.

I beg the Favor that Your Excellency will inform Me when and where You desire that the said Books shall be sent, and whether You would Please them sent all at once or separately as You may find Occasion to inspect them.

Friday 27th October

At a Committee Present

Charles Bourchier Esqr. Governor President

Josias Du Pré Warren Hastings

Brigadier General Joseph Smith.

Alexander Wynch.

The President having been desired to see the Nabob and press him in the strongest Manner to enter on an Examination immediately, that We might then according to his Promise proceed to deliberate on the proposed Arrangement; The President now informs the Committee that he had this Morning had a long Conference with the Nabob that he could obtain nothing Satisfactory or conclusive, that he purposely avoided explaining his Intentions, and would declare nothing on that Subject, but was preparing an Answer to the President's Letter of the 24th: and that he would in that Answer signify his Intentions and Resolutions

It gives Us Concern to see so much Time wasted without being able to make the least Progress in the Arrangement proposed - And as We are making known to the Company's Servants the Hon'ble Court's Sentiments

regarding

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regarding the Impropriety of suffering private Interests to be set in Competition with the publick, can any have a good Effect. It is resolved to communicate to the Board on Monday next the 11th & 12th Paragraphs of their Honble Courts Orders to this Committee of the 17th March last, and Ordered that all the Company's Servants Civil and Military be summoned to attend on that Day when the 12 Paragraph is also to be read to them.

The Honble the Court of Directors having been pleased to refer to this Committee the Reconsideration of the Enquiry that was made into the Conduct of Messrs. Dowsett & Cuming, whilst they respectively held the Employ of Paymaster at Cuddalore; The Committee are of Opinion that the said Reference was made them, upon a Supposition that new Evidence might be obtained such as might enable them to determine with Precision

In regard to Mr. Cuming the Circumstances exactly the same in all Respects as it did. The Committee therefore having nothing to guide their Judgment but the very same Materials which were transmitted to the Honble Court, think it would be presumptuous in them to decide upon Evidence, which their Superiors thought insufficient to determine their Judgment. But as the Honble Court have been pleased to give the Committee a Latitude by permitting them to restore Messrs Dowsett and Cuming, if they shall be found Worthy It remains only to be considered whether they stand in that Predicament.

As to Mr Cuming We know not, nor have heard of any Imputations on his Conduct, public or private before or since the Charges which caused the

before

beforementioned Enquiry. His Character stands fair in all other Respects. He possesses Abilities that may render him a useful Servant to the Company; and We believe the Danger to which he hath been exposed will induce him to be more circumspect and attentive to his Duty in future. Upon these Grounds We are of Opinion that he comes within Our Honble Masters Intendement that is to say, That he is Worthy of being restored. Consequently that he be restored accordingly to his former Station in the Honble Company's Service.

Agreed that this Resolution be reported to the President & Council.

The Committee having some Reason to expect further Information in the Case of Mr. Dowsett suspend their Opinion thereon for the present.

Mr Wynch reports to the Committee that having often had occasion to talk with Caumajee Puntaloo one of the Company's Head Dubashes and Renter under Mazulipatam, also with the Company's Monchee upon Country Affairs, each of whom in their different Capacities attended upon the Embassy to Hydrabad when General Caillaud concluded the Treaty with the Soubah. He has at Times made that the Subject of Conversation, when He took the Opportunity of enquiring whether any and what Sum or Sums of Money were given in Consequence of the Treaty by the Soubah or his Ministers, and to whom. To which they assured him that only the Customary Presents of an Elephant Horse and Dress were given, and that none could be received without their Knowledge

remarking

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remarking at the same Time that the Sunbals Court is not the Place to receive Money from, but on the Contrary always ready to take from all those whose Business calls them there. —

E. Boscawen

Jno. DuBré

Warren Hastings

Joseph Smith

Wm. Aldrich

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This Evening about 7 o Clocks the Nabob's Eldest Sons came to the President with Compliments from his Father and informed him, that the Nabob desired to see him, Mr Du Pre, and Mr Hastings, they accordingly proceeded immediately together with Mr Wynch to the Nabob's House at Chepauk. The Nabob contrary to his late Stile and Manner assumed the Character of a Suppliant and with Condescension & even unbecoming Humility requested only that We would save his Honor, that is to say that as he had promised to make certain Payments to his Creditors, We would not oppose it, since he could not avoid fulfilling his Promise, without forfeiting his Honor - 'Twas in vain that We repeated all the Arguments that have been urged in every Conference to convince him that his Honor is much more deeply engaged in discharging his Debt to the Company, and his Safety also - 'twas to as little Purpose that We assured him of Our earnest Wish to support him and his Family with the Honor and Dignity due to his Station, if he would only unite with us in Measures for the common Good, and the Safety of the whole - He declined all Manner of Argument and Reasoning and confined himself solely to Entreaty that We would save his Honor with his Creditors and spare him on that Subject - We represented to him the Great Indignity offered to the Company's Authority by the Inhabitants of this Colony, who refusing even to propose any thing by way of request to the Company, had set themselves in Opposition and thereby put it out of Our Power to take any other Measures than by Applications on the Company's Behalf to him, and We

recommended

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recommended to him to signify to his Creditors, in any Way he should think best the Great Difficulties and Extremities to which they exposed his affairs by thus insisting on the rigid Performance of the Promise he had made; a Promise which appeared to Us no more binding than the Promises he had upon many other Occasions made to them and to Us, but which a Change in the Circumstances of Affairs had obliged him to deviate from — To all which he only replied that it belonged to the Company to punish their disobedient Servants and not to him, that he could not think of making any such Representation to them, and therefore still persisted in his Request that We would leave his Honor and spare him upon that Subject — Finding therefore that he was not to be moved, and the Evening being far advanced, We took leave, desiring him to reflect on what had passed, and think of some Means whereby his Creditors might be induced to desist from their Claims —

29 Came in the following Letter from Thomas Hodges Esqr:

To the Honble Charles Bourchier Esqr:
and the rest of the Select Committee
at Fort St George

Honble Sir & Sirs

A Pattamar Boat being dispatched Express to Anjengo, I embrace the Opportunity of forwarding the enclosed Packet from the Honble the Secret Committee of the Court of Directors p.r Ship Lord Camboden, being a Duplicate of that received p.r Ship Speaker already sent You, and I am to request You will transmit the re-

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accompanying Packet to the Select Committee at Calcutta as I conclude it will be sooner with them here Your Chance and than any other, as the Season is now so far advanced and We have no Vessells bound thither at present.

I am

Honble Sirs &c

Your most humble Servant

Thomas Hodges

Parell
1st October 1769

30th This Day the 11th & 12th Paragraphs of the Honble Company's Commands of the 17th March last were communicated to the Board, and the 12th Paragraph was also read to the Company's Servants Civil and Military.

Novr 1st Dispatched the following Letter to the Select Committee at Fort William.

To the Honble Harry Verelst Esqr
President & Governor &c. &c.
Gentlemen
of the Select Committee at Fort William

Gentlemen

We have the Pleasure to enclose a Packet under Your Address, forwarded to Us from Bombay by Mr Hodges. We are with Esteem

Gentlemen

Your most Obed. Hble Servants

Charles Boureher &c. Committee

Fort St George
1st November 1769

At a Committee Present

Friday 3d November

Charles Boureher Esq. Governor President
Josias Dupré — Warren Hastings
Brigadier General Joseph Smith
Alexander Wynch

The President informs the Committee that he had this Morning a long Conference with the Nabob, in which

p^d Fort St. George 3^d November 1769 –

which he had renewed his Instance that he would Enter into Measures with Us for the Common Good – The Result of which was that he most earnestly entreats that his Account with the Company may be settled with the utmost Despatch: that with respect to the Articles of which he expressed Doubts, He only desires We will explain to him why We are of Opinion he ought to admit them and he will object no further, that We will expedite as immediately as We can into the several Articles of his Accounts and Leaving done this and struck the Ballance as precisely as can be done with such Materials as We have in Our hands, He will then pay off the said Ballance in Money and Sooner Sooner by before three Months are expired – When We have settled this Point he will adjust with Us the Mode of paying his Current Expences; and then confer with Us in what Manner the War Debt shall be adjusted, and if We can not of Ourselves determine that Point, He will, as he desires We will also write to the Company on the Subject When these Points are determined, the other Matters We have to confer with him upon may be adjusted – But till the Amount of his Debt is fixed, and he has taken Measures for the Discharge of it to Us, he can= not be easy, or enter upon the other Articles – He could not he said, engage his Promise not to make any further Payments to his Creditors: He knew how he was em= barrassed by the Engagements he had entered into with them; but he hoped his Account might be closed with the Company with all Expedition and the Payment of the Ballance assured to them before the Time came when he was under Promise to make the Creditors another Payment

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It would give the Committee the highest Satisfaction how could they think the Nabob in earnest in this Proposal, and to bring him to the Test the Accountant is ordered with all possible Diligence to prepare his Account to as late a Period as it can be done. The Committee nevertheless declare their Doubt of the Sincerity of his Intentions, and think themselves justified in doing so; For if he be able to perform what he has proposed, He has most grossly deceived the Board by his Declarations repeatedly made with Solemn Asseverations of the great Distress and Difficulty he laboured under to raise the Sum of Sixty five thousand Pagodas Monthly to the End of December next, protesting his utter Inability to furnish more than Six Lacks of Pagodas from the 1st. July 1769 to the 1st. July 1770, exclusive of the Joguire Rents. The Committee therefore considering the Proposal as a New Plan for delaying Time, until the next promised Payment to his Creditors become due We think it necessary to come to some provisional Resolution on that Subject.

As the Nabob has thus intimated to the President his Intention to pay All the Ballance due from him to the Company within the Space of three Months, the first Question that arises, is, what shall be understood to be the Ballance of his Account.

After the Conclusion of the last Peace with the the Soubah in February 1768, the War still subsisting with Hyder Ally it was resolved to carry it into the Balaghaut. In Consequence of that Resolution certain Articles were proposed by the Nabob to the President and Council in April 1768. By the 2d. Article the

Nabob

Fort St. George 3d. November 1769

Nabob cannot within a short Period discharge so large a Sum either in Money or Some or Seurity, and of Course that he will remonstrate against the Exorbitancy of such a Demand; in that Case it is Agreed to inform the Nabob that the Demand in Consequence of his Declaring his Intention to pay all his Ballance within three Months, that nevertheless We do not insist on his so discharging the same, because We are readily of Opinion that he is not able to do it, and it is neither the Company's Intention to oppress him nor Ours, who only mean to execute their Orders - But that We do insist that whatever Sum or Sums of Money he is or shall be able to pay, he do pay to Us towards the Discharge of the said Sum in Preference to all other Debts; and that he will without further Delay proceed to deliberate with Us concerning the Ways and Means of accomplishing the same and providing for the necessary Military Establishment for the Defence of the Carnatic -

If the Nabob shall refuse to comply with this Proposition, and shall persist in the Resolution he hath hitherto avowed to continue to make Payments to his Private Creditors on Account of the Revenues he hath assigned to them, In that Case it is the Opinion of the Committee and in Consequence thereof it is resolved that We do immediately demand of the Nabob the Assignment of Countries sufficient to secure the Company the Reimbursement of the Debt due to them within the Space of two Years and sufficient to defray the Expences of such a Military Establishment as shall be thought necessary for the Defence of the Carnatic to be by Us on

Fort St. George 3d November 1769

behalf of the Company held managed and controuled as a Mortgage and Security until the Debt due to the Company be entirely discharged and then to be restored to the Nabob if he be then living or to his right Heir in Case of his Demise.

And as it would be an Improperiety at the Time We are demanding an Assignment of Countries from him Sum for Us to consent to his continuing to hold the Jaguire Lands (or which ought more properly to be called the Jaunieur Lands) It is agreed that the Surrender of them be demanded at the same Time - It is true the Company will have received some Intimation of the State of those Lands in the Separate Letter from the Board of Thames, and We could have wished to have received their Orders in Consequence before We had come to any Resolution thereon; and notwithstanding the repeated Assurances We have of the Oppressions exercised in those Districts, We should have been unwilling to have deferred the Nabob of the Cowle, before the Expiration thereof without the Express Directions of the Honble Court But as the Case now stands, and the Nabob seems determined to drive Us to such disagreable Extremities with him, and it may be supposed that the Oppressions will by that means be rather increased than diminished It becomes necessary to convince him that We will never suffer him thus to Countenance and support Individuals living under the Company's Protection in direct Opposition to their Government and Authority -

And in Order the more to enforce Our Demands It is agreed that these Our Resolutions be communicated

to

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to the Council, and that their Aid and Assistance be requested in Pursuance of the 51st Paragraph of the General Letter from the Honble Court of Directors dated 17th March last.

E. Bourchier
Jos. Du Pré
Warren Hastings
Joseph Smith
P. Pynsch

At Fort St. George the 4th November 1769

At a Committee Present

Saturday 4th November 1769. 7 o'Clock PM

Charles Bourchier Esq. Governor President

Josias DuPré Warren Hastings

Brigadier General Joseph Smith

Alexander Wynch.

The President reports to the Committee that he learns there was last Night a Meeting of the Nabobs Creditors but that they had come to no General Determination, and that by all Accounts there was little Prospect of their conforming in a Body to the Orders of the Company.

The Committee from the above Report are the more confirmed in their Opinion with regard to the Propriety and Necessity of the Provisional Resolutions taken Yesterday, which being now again read, are approved. And it is resolved agreable thereto, that the same together with the whole of the Honble Court's Orders to the Committee relative to the Nabobs Debt be communicated to the Board on Monday Morning, and their Assistance requested to carry the same into Execution.

Letter from the Hon.ble Call Bourchier and Mackay just now received read as follows.

To the Honble Charles Bourchier Esq.r
President & Governor and the other Gentlemen
of the Select Committee

Honble Sir & Sirs

It was ever far from Our Intention or Inclination to set up a Separate Interest from, or to act in Opposition to, the Orders of the Honble the Court of Directors, but when You first made the Demand on Us

to

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to renounce the Deed of Assignment and all the Claims derived from thence on the Revenues of certain Districts in the Carnatick. We were so critically situated as Trustees, that it was not immediately in our Power to make the Declaration which We were proposed to do. We however at the several Meetings of the Creditors with all the Arguments in Our Power to induce them to make certain Proposals for accommodating their Interests to the Company's Views, from a Persuasion that no Renunciation could effectually be made of the Deed, unless it was general; but as no Plan as yet adopted, and as We have given both the Nabob and the Creditors sufficient Notice of Our determined Resolution to act no longer as Trustees, or to receive any further Sums of Money, We now think Ourselves at Liberty to take our own Measures, and We do hereby declare as far as relates to Ourselves and Our Property, that We are ready to agree to any Mode of Liquidating the Nabobs Debt to Individuals that shall be adjusted between Him and the Nabob and to rely entirely on the Company's Justice and Protection for the Security of Our Property, not doubting but due Regard will be had to the considerable Parts of Our Fortunes which are in the Nabobs Hands. And as the Produce thereof will be the principal Part of Our Income to support Our Annual Expence hereafter, We flatter Ourselves You will at least do the Measures that the Interest of 10 p.r Cent p.r Annum may be paid by if it should be impossible to admit of our receiving any Part of Our principal Demand till the Company's Affairs Pleasure shall be known —

Notwithstanding We only who lately acted as

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Trustees have made this Declaration jointly, because We were under particular Circumstances necessary to be explained, Yet We are certain many other Creditors amongst the Company's Superior Servants in particular are ready to do the same, and have only deferred it thus long as hopes some Proposals would be made by the whole, and that any End would thereby be put to all further Discussions on the Subject. We are respectfully

Honble Sir & Sirs

Your very Obedient Humble Serv^ts

John Call

Ja^s Boucher

George Mackay

Fort St George
4th November 1769.

The Committee duely considering the said Letter are of Opinion that the Orders of the Honble Court confine the Payment of their Debt in Preference only to the Principal Sum due from the Nabob to his Creditors, & that considering many Individuals depend solely on the Payment of the Interest for their Support, it would be distressing such Individuals to the greatest Degree to deprive them of their only Resort, and which the Committee conceive cannot have been the Intention of the Honble Court in their Orders for the Recovery of the Nabobs Debt to the Company — It is Agreed therefore to consent to the Nabobs paying Messrs Call, Boucher & Mackay the Interest on their Capital and to promise to use our Influence with him for that Purpose till the Company's Pleasure shall be known, and that a Letter of Intercession be wrote to them — the Committee are the more inclined to this Resolution of allowing the Interest in hopes that others of the Creditors will follow the Example of Messrs

Call

108 Fort St George 14th November 1769

Calls Bourchier and Mackay, and throw themselves under the Company's Protection for the Recovery of what is due to them from the Nabob.

To Messrs John Call, James Bourchier
& George Mackay —

Gentlemen

Whilst We are Assembled in Committee Your Letter of this Date is delivered to Us —

The Declaration You therein make of Your intire Relyance on the Justice and Protection of the Company for the Security of Your Property, gives Us great Satisfaction; because such a Relyance is essential to the Successful Administration of their Affairs, and because We are of Opinion that their Justice and Protection, are by far the best Securities You can have for the Recovery of Your Property. In Our Letter to You of Saturday, the 23d September, We informed You, that We were authorized to give the Sanction of the Company's Authority, to the Measures that should be taken in Concert with the Nabob, for the Payment of his Debts to Individuals. The Opperations which have been and still continues to be made by the Nabob, and a great Number of his Creditors, to any Arrangement on that Subject, put it out of Our Power at present to say more than that We Ourselves have an implicit Confidence in the Equity and favourable Intentions of the Court of Directors: That We shall recommend Your Case to them, and request their further Orders thereon, and in the Meane Time that We not only consent to Your receiving the Interest that may from Time to Time grow due on the Capitals Sums the Nabob is indebted to You respectively, but that

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will use our Influence with them that it may be regularly paid
to You. We are

Gentlemen

Your most Obedient Servants

Charles Bourchier &c Comm.

Fort St George
4th November 1769

The President & Mr. DuPre having already renounced all
Claims on the Nabob by Virtue of his Deed of Assignment &
thrown themselves entirely on the Company's Protection for the
Recovery of their Debt, as will appear by the Minutes of
Consultation on the Public Department of the 12th Ult.
It is necessary to observe that their Resolutions were com-
municated to the Committee, but their Renunciation made
to the Council that it might be the more public; And the
Reason of its being now mention'd is that their Renunciations
may appear on the Records of the Committee where it
ought properly to stand.

Mr. Stracey also made his Renunciation to the
Board in Consultation the 2d Instant.

C. Bourchier
Jno. DuPré
Warren Hastings
Jos. Smith
Stratton

110 Fort St. George 7th November 1769

Pursuant to the Resolution taken at the last Committee the 4th Instant, that the Minutes of that Day were Yesterday communicated to the Council, and after the several Matters thereon contained had been maturely debated, the Board came to the following Resolutions, which are here inserted to avoid the Inconvenience of References — Viz.t

Extract from the Minutes of Consultation in the Separate Department of the 6th November 1769 —

"The Select Committee communicate to the Board the several Paragraphs of the Honble Company's "Letter to them of the 27th March relative to the Nabob's "Debt, together with their Minutes of the 3d Instant & "the Provisional Resolutions thereon taken, and request the "Aid and Assistance of the Council in carrying the same "into Execution, pursuant to the 51 Paragraph of the Govern "Letter from the Honble Court of Directors dated 17th March "last."

"The Board thereupon come to the following Resolu- "tions"

1st "That two Thirds of the Charges of "the War with Hyder Ally be now deemed a Debt armed "due from the Nabob, as the Debt standing under the dis- "tinct Head of Nabob's Mahomed Ally Cr.m"

2d — That the whole of the Debt due from "the Nabob to the Company be demanded of him in pre- "ference to his other Creditors" —

3d "In Case the Nabob shall refuse to "discharge the whole Debt due from him to the Company "in Preference to his other Creditors, that immediate Assign- "ment of Lands be demanded of him producing "Revenues sufficient to discharge the said Debt with the

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"the Space of two Years, and sufficient to maintain such a
"Military Establishment as shall be deemed necessary for
"the Defence and Protection of the Carnatick."—

4th That at the same Time the immediate Sur-
render of the Company's Crown Lands which are now
held by the Nabob as Renter be demanded of him."—

To which Resolutions there were only two dissenting Voices.—

In Consequence of the foregoing Resolutions the
Committee being assembled at the Garden House this
Morning, the President sent a Message to the Nabob,
whose House is distant from thence about a Quarter of
a Mile, that if it were convenient to him the Committee
desired to wait upon him.— The Messenger returned
with an Answer that the Nabob would meet the Com-
mittee at the Garden House, and in a few Minutes after
he arrived, and was received with the Respect and Attention
due to him. After some Conversation on indifferent Sub-
jects the President informed him that agreably to his
Desire, Orders, had been given to the Company's Accountant
to draw out his Account to as late a Period as possible, as
also a new Account of the Charges incurred in the War with
Hyder Ally that to compleat such an Account with any
Degree of Exactness would require some Time as many
Articles were to be collected from different Departments
and even from different Settlements, That as the Day
was approaching on which he had intimated to the Com-
mittee, his Purpose to make another Payment to his
Creditors. The Committee had judged it necessary that they
should request of him to inform them of his Ultimate
Resolutions on certain Points previous to that Day. That
the Committee in Order to be the more firmly grounded in

the

the Propriety of their Measures had committed the Council at large, and that what We had more to communicate was not only the Opinion of the Committee, but that of the Council also — That as he had entertained to the President his Intention of staying till his Ds Ballance, as it would take some Time to state and compleat the Account, and as the Day was near on which he proposed to make another Payment to his Creditors, the Council were of Opinion that not to delay Time a certain Sum should be named less than what it is certain his whole Debt would amount to. That supposing only two Thirds of the Charges of the War with Hyder Ally were to be placed to his Account, his Debt would certainly amount to more than two and twenty Lacks of Pagodas — That the Council and Committee therefore requested of him to pay a Part of that Sum in Preference to his other Creditors, and to pay as large and speedy Payments as possible, Upon this Proposition ensued, but led to no Determination, in the Course of which, however, The Nabob was informed that the Company would never endure that their Servants and the Inhabitants under their Authority should Do act in Opposition to them, that several of the Members of the Council and some others had already submitted themselves, and claimed the Company's Protection & Were paid others to follow the Example. The Nabob having enumerated the Demands he had to provide for, and greatly exaggerating the Total, said when he considered these Demands and the State of his Affairs he was bewildered and lost, and knew not what to do. We replied that certainly under such Difficulties the proper Resolution would be to settle with the Company, and not oppress their Measures.

That

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That Our Proposal was founded in reason and equity, since We meant not to oppress him and only wished to obtain as much as he really and truely could pay in Preference to his private Creditors — The Grounds and Reasons of which his Demand had been often urged. Upon the Repetition of this Demand, the Nabob assuming the Countenance of One who upon an interesting Subject had received some new Light and now comprehended what before he had not under- stood said with an Air of Amazement that if this were what We meant he wondered why We had not explained it to him before, and intimated that he thought it but just adding that he would have complied on the first mention of it, had it been so proposed to him, but that he had under- stood Us always as claiming the Debt due to his private Creditors in Behalf of the Company and to their Pre- judice — The Committee really amazed at this Sudden Change and certain that every thing had repeatedly been explained to him in so clear a Manner, that he must have comprehended their Meaning and Intention, which was also clearly proved by his repeated Objections were on the Point of referring to the Letters and Conversations that had passed since the Receipt of the Company's Orders as Proofs that they had clearly explained themselves, — but after a while, perceiving that the Nabob had — changed his Plan, and that being ashamed to own that after having thus obstinately opposed, he now found it necessary to comply, and rather chose to assign as the Cause of this Change, his not having before understood the Proposition. The Committee upon this Idea, thought it better to avoid any Altercations on the Subject and — therefore droping the Retrospect only expressed their Con-

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Concern that so much Time should have been lost merely for Want of a Right Understanding and hoped that as his Excellency now comprehended their Meaning all Objections on his Part would cease. A long Conversation then ensued on the Ways and Means of conciliating the Minds of his Creditors and of leaving his Honor, and upon the whole it was agreed at the Nabob's Request that the President should address a Letter to the Nabob explaining the Motives and Reasons of Our Demand of Preference he then gave the Committee Assurances in leaving Terms of his Acquiescence, and thus ended the Conference, in Consequence whereof a Letter was this Evening wrote and sent to the Nabob as follows

To the Nabob

Dated 7th November 1769

A Considerable Time hath elapsed since I first had the Honor to communicate to You the Company's Sentiments in respect to the Debt due them from Your Excellency, and that which You owe to those who reside under their Jurisdiction. Both the Committee and myself have had several Conferences with You on the same Subject in which We endeavoured to explain to You the Equity and Reasonableness of what We proposed, even the last in the Conversation which I had with Your Excellency this Morning I perceived that the Difficulties which have hitherto prevented a General Arrangement on the important Matters the Committee are charged to lay before You have arisen entirely from Your not comprehending the Propositions I have had the Honor to make to You. I now therefore beg leave to explain to You in Writing the first Proposition on which many others depend, and which being granted the rest will meet with no Difficulty.

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The Company from various Accounts understanding that the Sums Your Excellency had borrowed of the Europeans Inhabitants of this Colony were to a very great Amount, that Your Excellency had been urged and prefsed beyond Measure for the Repayment of the same, insomuch that You had been induced to make an Assignment of Part of Your Revenues to Trustees for the Quieting of Your said Creditors, and that the said Revenues were accordingly appropriated to their Use to the Exclusion of the Company, expressed their Disapprobation of such Measures chiefly because they will not suffer any Persons under their Authority to distress Your Affairs, neither will they allow those who owe their Obedience to maintain any Pretence to Rights independant of them in the East Indies, by which the Honor and Dignity of the Company must be injured, much less to assert those Rights in Opposition to the superior Claim of the Company and the Exigencies of Your State. Another Circumstance on which the Company have expressed their Anxiety is the very precarious State of Affairs on this Coast Involved as they supposed Us to be in an actual War, and liable to frequent Troubles, they saw the Danger of depending wholly on the precarious Receipt of the Revenues arising from a Country which must be thus continually exposed, and the Necessity of securing the Means of defending that Country before the Ravages and Hazards of War deprived it of its Resources, and how could they consent that while these Means remained unprovided, while they continued unable to Yield Your Excellency that Assistance which it has ever been their first Wish to afford You the Wealth of the State which was due to its Support should be diverted into other Channels, for these

Reasons

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Reasons it was that they divided the Select Committee to demand of Your private Creditors a Renunciation of that independant Right, which they had set up, not with any Intention to deprive them of their Property, or to prevent their receiving from Your Excellency in a convenient Time & moreover what may be due to them, but in Order that Your Excellency's Affairs may not be distressed thereby. Strong as these Reasons are which induced the Court of Directors to send Us these Orders, I might add many arising from the State of Your affairs here which they could not foresee. Our utter Inability to raise or procure Money by any Means even for our Current Expences, besides what We receive from You has been often represented to You and the Dangers with which that Province is threatened by the Neighbouring Powers You have as often commanded to Me, how are they to be prevented or repelled if that first great Principle of War be wanting Money - It is unnecessary to dwell more upon the Subject. These Things are as clear as the Sun - what I have therefore now to request of Your Excellency is the first necessary Step to such an Arrangement as may best assure the Safety of Your Excellency's and the Company's Possessions in that - Your Excellency will be pleased to signify to me that I may be enabled to certify the Court of Directors to whom I am about to write that out of Your Friendship & Attachment to the Company, and for the General Good You will pay off and discharge the Debt due to them in Preference to that due to the Individuals residing under their Protection - That done I shall be ready to attend Your Excellency at such Times as may be most convenient to You to deliberate and settle with You the most proper Manner of doing

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doing it, and whatever else the present State of Affairs may require.—

At a Committee Present.—

Thursday 9 November 1769.—

Charles Bourchier Esq.r President & Governor
Josias Du Pré — Warren Hastings
Brigadier General Joseph Smith
Alexander Wynche.—

As the Nabob has not yet returned any Answer to the President's Letter of the 5th. The Committee seeing the Nabob's Intention to procrastinate, and the Necessity of coming to some speedy Conclusions, think it proper before Mr. Wynche's Return to the North (where his Presence is now necessary to settle with the Zemindars) to form some Plan of Arrangement with the Nabob.—

After Deliberation on the whole the Committee are of Opinion that the Nabob should be prest to some definitive Resolutions on the following Heads, and the President is desired to communicate them to him.—Viz.t

1st. — — — — That such a Sum in ready Money or Sowcar Bills be paid or secured to the Company, as may enable Us, to satisfy Our Creditors — to pay our Troops, & to take the Field if it should be necessary for the Defence of the Carnatick or the Company's Possessions.—

2d. — — — — — — — To come to some Arrangement for the Discharge of what may remain due to the Company over and above the Sums to be immediately paid including under this Head the Charges incurred by the War with Hyder Ally.—

3d. — — — — — — — To settle the Military Establishment of the Nabobs own Forces, for the Collection of the Revenues.—

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Revenues and the Defence of the Province.

4 ——— To Establish and appropriate distinct Funds for the Maintenance and support of that Military Establishment.

5 ——— To Establish a System for securing as a Resource in Case of Invasion, ample Stores of Provisions in the principal Forts of the Carnatick.

6 ——— To Concert a Political System, and Establish the General Principles We are to regulate our Measures by, with respect to the Neighbouring Powers.

The Sentiments expressed in the Separate Letter to the Honble Court by the Thames, on respecting the Dangers and Difficulties attending the present System or rather Want of System — The Orders of the Court of Directors on the same Subject received this Season and the Self Evident necessity of such Regulations make it necessary to enter fully at large, the Reasonings in support of these Arrangements. But the Committee cannot help remarking that however apparent the Propriety of such Measures may be, they have but little hopes of succeeding with the Nabob upon any one of the Articles until he shall find himself pressed to the last Extremity, such is the reluctance, which he has of late shown to co-operate with Us in any thing. The Committee think themselves nevertheless obliged in Justice to the Nabob to say that they have no reason to think this Reluctance proceeds from Disaffection to the Company as Allies, or from any the most distant Views of exerting Their Friendship and seeking other Support. He is confident he could obtain such Support from no other Power, and equally confident that were the Company to withdraw their

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Fort St. George 9th November 1769

Protection, every Neighbour and almost every Subject would be ready to take up Arms against him. We impute the Reluctance to Pride which cannot brook Contrast, and to Jealousy which creates Dangers where none exist, and finds Cause of Distrust in those Actions which in a Noble and Generous Mind would establish Confidence.—

Letters from Messrs. Ardley, Whitehill, Lieutenant Colonel Frischmann on behalf of themselves & Lieutenant Colonel De Beck, Mr. Brooke and Mr. James Bourchier on behalf of Mr. Thomas Orton read as entered hereafter expressing their Readiness to rely on the Company's Protection for the Recovery of the Debt due to them, & requesting that they may be allowed to receive the Interest that may become due on the principal Sums owing to them, until the Committee shall come to some Adjustment with the Nabob for the Payment of his Debts to the Company and to Individuals—

Agreed that the above Gentlemen be allowed the same Indulgence as was promised to Messrs. Call Bourchier and Mackay in our Minutes of the 4th Instt.

Letters from John Andrews Esqr. Chief at Vizagapatam read Dated 27th & 28th October, recommending our accommodating Matters with Narrain Doss

As this Business hath hitherto been conducted by the Board in their Separate Department, and the Committee seeing no Reason to take the Consideration thereof upon themselves — It is Agreed that the said Letters be referred to the Board.—

E. Boureheill
Pot. Du Pré
Warren Hastings
Jo. Zephk Smith

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To the Honble Charles Bourchier Esqr.
President & Governor & the Gentlemen
of the Select Committee

Honble Sir & Sirs

Being embarked in a General Cause with the Co-editors of these Nabob by the Conformity which We join'd with should to the Court of Directors Orders of the 17th of May 1766 in remitting Part of the Interest which he had engaged to pay for the Money He had taken up of His own his Bonds, and consenting to the Mode of Payment of the Principal then countenanced by the Government of this Place, I should be very desirous of continuing that Juncture of Interest which the Company's Servants may be said to same Measure to have induced others by their Example to adopt, and should have been glad if by Unanimity of Opinion We could have concurred in such Resolutions consistant with the Security of our Rights, as seems to be expected from the Orders contained in the Letter to Your Honor &c of the 17th March last, which You were pleased to communicate to the Creditors; By what has transpired at the several Meetings of the Creditors since, There is little Prospect of such Unanimity, Therefore to the said Orders respecting Myself as One of the Honble Company's Servants I am ready to pay all due Obedience; and as these Mode of Payment on which We have come to an Accommodation with the Nabob of the 1st January 1767 depended has been declared by the Court of Directors displeasing to them, I am ready to acquiesce to any other Mode that may be settled between Your Honor &c and His Excellency, trusting to Your equitable Adjustments, and the Justice of My Employers when informed of it, to restore to me my Property.

and

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and hope in the mean Time I shall receive at least the In-
terest of my Principal –

I am with great Respect
Honble Sir & Sirs
Your most Obedt. hble Servt.
Samuel Ardley –

Fort St George
9th November 1769 –

To the Honble Charles Bourchier Esqr.
President & Governor & the other Gentlemen
of the Select Committee

Honble Sir & Sirs

When I was first informed of the Renunciation –
demanded from these Nabobs Creditors of a Deed of Assign-
ment of the Revenues of certain Districts assigned for the –
Discharge of his Debts to Individuals, I plainly saw such a
Renunciation could not be effectually made unless the –
whole Body of Creditors assented thereto, and I have at-
tended several Meetings in hopes that some Plan or –
Proposals for accommodating the Interest of the Creditors
to that of the Company would have taken Place, but as
I see no Prospect of such a Step by General Consent, and
as it never was my Intention to set up an Interest separate
from the Companys, or to act contrary to such Orders &
Regulations as they should make for the General Good,
I take this Opportunity of declaring that as one of the –
Nabobs Creditors, I shall most readily agree as far as
relates to Myself to any Mode, You and the Nabob –
may adopt for liquidating his Debts to Individuals, and
that I rely wholly on the Company's Justice & Protection
for the Security of my Property, not doubting but the
Interest at least (if no Part of the principal can be allowed)
will be regularly paid 'till the Company's Pleasure shall

be

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be known on this Subject.

I am respectfully

Honble Sirs & Sirs

Your most Obedt & very Hble Servt

John Whitehill

Fort St George
the 4th November 1769.

To the Honble Charles Bourchier Esq.
President & Governor & the Gentlemen
of the Select Committee

Honble Sir & Sirs

As I have been present at the late Meetings of the Nabob's Creditors, where I hoped and wished to have heard, that they would have come to some Agreement, to enter into the Views of the Court of Directors communicated to them by the Gentlemen that acted as Trustees for the Nabob but finding little Likelyhood of any such Resolution being taken, I think myself at Liberty to claim of You Gentlemen that Protection and Assistance You offer on the Part of the Company in Securing or recovering such Part of my Fortune as is now due to Me from the Nabob. In this request I will also beg Leave to join Colonel De Burke who I am confident were he on the Spot would desire the same of You. Should it be out of Your Power to recover any Part of the Principal of this Debt till the Company's Pleasure is known, I hope You will at least take such Measures as shall secure to me the Interest.

I am with the greatest Respect

Honble Sir & Sirs

Your most Obdt Hble Servant

Daniel Fraschman

Fort St George
9th November 1769.

To the Honble Charles Bourchier Esq.
President & Governor and the rest of the
Gentlemen of the Select Committee.

Honble

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Honble Sir & Sirs

I readily do admit that the Debt due by the Nabob to the Company ought to be paid in Preference to that due to me, and in Obedience to their Commands I throw myself entirely upon them for Protection in recovering it, not doubting but that Your Honor &c: will allow me every Indulgence that You can consistently with the Company's Orders until You receive their further Directions I refer myself wholly to You and them & am &c

Honble Sir & Sirs with due Respect

Your most Obed & most Hble Servt

Henry Brooke

Fort St George
6th November 1769

To the Honble Charles Bourchier Esqr
President & Governor and the Gentlemen
of the Select Committee

Honble Sir & Sirs

In the Letter I had the Honor to address You jointly with Messrs Call & Mackay the 4th Inst: We declared that there were many Gentlemen who We believed would very readily subscribe to Our Opinion relative to the Nabob's Debt were they acquainted with it - I have since received a Letter from Mr Orton Surgeon at Velloor, desiring me to pursue such Measures for the Security of his Property in the Hands of the Nabob as I think consistent with his Duty to the Company - I therefore take the Liberty to claim on his Behalf, the same Consideration as shall be had to others who have desired the Company's Protection -

I remain with Respect

Honble Sir & Sirs

Your very Obed: Hble Servant

James Bourchier

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9th November 1769

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Friday 10th. Novem.

At a Committee Present

Charles Bourchier Esqr. Governor President

Josias DuPré — Warren Hastings —

Alexander Wynch. —

General Smith having been made acquainted that the Committee proposed this Day to take into Consideration the Business relative to the Contract, he had in a Letter to the President desired to be excused attending as being in some Measure interested with which the Committee acquiesce, and proceed in deliberating thereon as follows —

An Enquiry having been set on foot in December last by the President and Council in order to ascertain whether certain Reports which had prevailed to the Prejudice of the Contractors had any real Foundation and some Progress having been made therein before the Arrival of the Company's Orders on that Subject in this Season, it was thought proper that the Board should proceed thereon as far as they could trace the Subject and that the whole Proceedings should then be referred to this Committee to make such further Enquiries as they should think necessary to enable them to give their Opinion upon the whole. —

The Council having finished their Enquiry and their Proceedings being before the Committee, these are now read as well as the 43d. Paragraph of the General Letter from the Honble. Court of Directors to the Board in the Separate Department dated 17th March 1769. and also the 17th. Paragraph of their Commands to this Committee dated the same Day. —

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The Committee feel very forcibly the great Impropriety of the Councils being Principals in the Contract, because were their Conduct ever so upright and Just, it is impossible for them, or for any Persons, to execute such an Undertaking so as not to leave Room for Complaint, and it is equally impossible that they should so vindicate themselves as not to leave on the Minds of others deep Impressions of the Partiality to which Men are by Nature inclined, in Matters where they are themselves interested, and of which they are themselves the Judges.

The Committee feel themselves in some Degree in the same Situation, and therefore wish they might consistently with the Injunctions of the Hon'ble Court of Directors take the Liberty of referring them to the Proceedings of the Council, where the Nature of the Contract, the Manner in which it has been conducted, the Difficulties that have occurred, & the Representations that have been made thereon are as clearly stated and the Facts as well ascertained as they can be. But as they fear they should incur the Imputation of Remissness were they wholly to rest the Subject upon such a Reference, they beg leave to refer to those Proceedings for the Facts, and to make some General Observations upon them.

The Committee think it not strange that the Hon'ble Court should have received alarming Reports of the Injustice done to the Service by the Contractors. Since the late Reports have prevailed in this Settlement to such a Degree that the Board were of their own Accord induced to enter into as

strict

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strict Enquiry in order to apply the proper Remedy. But the Committee are induced to believe that the Honble Court have not clearly understood the Nature and Object of the Contract. They are pleased to observe that frequent Complaints appear upon the Consultations in respect to the Contractors for the Army Settling short in their Contracts. We believe that Observation of the Honble Court to have arisen from the Distress which the Army in General appears to have frequently suffered for Want of Provision and not the Europeans in particular, on the Contrary by the Testimonies given in the Course of the Proceedings in this Enquiry, the Contractors in Our Opinion are entirely and fully Justified in this Article of their Contract, Testimonies the less liable to exception as they do not in other Respects bear any Marks of Partiality in favor of the Contractor. It would be necessary here to enter into a clear Explanation of the Manner of victualling and supplying the Army but as the Board have already done it in their Minutes of 24th October last, which We are satisfied is a true State, to avoid a Repetition, We crave leave to refer thereto.

Sept. Y Letter 17th March 1767 P. 43.

The only Part of the Contractors Management which has been animadverted on is that which relates to the State and Condition of the Draught & Carriage Bullocks. It is certain that frequent Representations appear in the Course of the Military Correspondence from June 1767 to the End of the War of the bad Condition of the Cattle in General, but they appear as Representations of Difficulties and Impediments

and

Fort St. George 10th November 1769.

and not as Complaints against the Contractor, for those Representations almost always add the Causes. Viz.t either severe Rains, long and fatiguing Marches, or the Difficulty of obtaining Forage occasioned by the Superiority of the Enemy's Cavalry who frequently distressed the whole Army and cut off their Supplies. That the Cattle in general were from these Causes much weakened & reduced cannot admit of a Doubt, the Causes acknowledged, the Effect must of Necessity follow, yet it does not appear to us that they were so totally debilitated as they are sometimes represented to be, since it appears that within a few Days after they have made forced Marches that might have been reckoned severe even for fresh Cattle, this last remark may serve to shew the Great Difficulty of ascertaining Facts with Precision. The Accounts or Representations which are written in the Hour of Distress, Perplexity and Disappointment are rarely such as would not be given an hour after. But supposing the Cattle to have been in General as bad as they are represented; We do not see what Remedy could have been applyed. There are near Forty Letters from different Officers of the Army, which all assert the bad Condition of the Cattle, the Major Part impute it to the scanty Allowance made by the Contractor to the Proprietors of the Cattle for their Hire and Feeding, but it appears that the Contractors Allowances to the Proprietors were rather greater than had been made by any former Contractors, and the same Letters speak of the great Scarcity and high Price of Grain and the Difficulty of procuring it, This was

to

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so great that some of the Gentlemen who have given their Testimony on this Subject, doubt whether the Company's whole Allowance to the Contractors would have sufficed to have purchased sufficient Food for the Cattle.

Upon this Point it would be obvious to remark that whenever Grain was procurable at any Price the Quantity and not the Cost of it, ought to have regulated the Allowances to the Bullocks. But before Enquiry and tracing this Subject to its Origin, We are not of Opinion that it is reducible to so simple a Proposition. In all Transactions, Candour should implyly from Usage and Custom whatever is not expressly declared. There seems to have been a radical Defect at all Times in the Manner of supplying the Army with Draught and Carriage Bullocks. The Contractor has never had any Allowance to provide Cattle in the Time of Peace, and to hold them in readiness. He is paid for them whilst they are on actual Service, & not a Day before or a Day after. It is evident therefore that upon the Uncertain Chance of Service it is impossible for any Contractor to keep and maintain in Time of Peace a sufficient Number of proper Cattle without any Allowance that they may be ready in Case of War, it was never (as We are informed and believe) understood that they should do so. The Usage as We find has always been with all Contractors to form themselves where and by what means Draught & Carriage Bullocks could be procured for Service when wanted, and they have accordingly been hired by the Contractors of the Proprietors in different Parts of the

Fort St. George 10th November 1769

Country on certain Terms. One of which We understand to have always been that the Owners themselves out of their Sure should provide proper Food for their Cattle Upon this Usage of hiring the Draught and Carriage Bullocks on certain Terms as abovementioned - The Contractors have calculated their Proposals to the Board, and We are afraid it will appear to Our Honble Masters as a Proof that the Allowances have in former Times been too great, since it appears from the candid and ingenuous Explanation given by the Contractor himself that notwithstanding a very great Loss was sustained by the Victualling (which probably was not the Case when the Operations lay wholly in the Carnatick) yet a Profit has been made of about 24 pr Cent pr Annum.

The Explanation which the Board have given in their Minutes of the 13th February will shew the Manner in which these Contracts have been made from the first to the last, it thereby appears that every new Contract has been made upon more reasonable Terms than the former, and of Course that made with Mr Call in 1761 being the last, at lower Rates than any - That the Contract with Mr Call and the preceding Contract with Mr Mackay were made after public Advertisements that all Persons were at Liberty to deliver sealed Proposals to the Board. That several Proposals were accordingly made by different Persons, and that the lowest were accepted -

Notwithstanding what hath been said of the Usage which hath always prevailed with the Contractors of hiring the Cattle they provided for the

publick -

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publick Service of the Inhabitants and Proprietors upon Condition that the Proprietors should bear the Charges of feeding them; We should not hold the Contractor free from Blame had Provender been at all Times procurable for Money, altho' it appears that the Allowances made to the Proprietors of the Bullocks were sometimes more than had been usual, nor even had those Allowances been much greater than they were, because the Contract having been beyond a Doubt made upon a Supposition that the Operations would be confined as heretofore to the Carnatick, and no Time limited for its Continuance. If the Contractor had found when the War was transferred into the Balaghaut, that he could not perform his Engagements effectually upon the former Conditions, he ought to have made proper Representations to the Board, and of Allowances proportionate to his Charge had been refused he might have relinquished the Undertaking. But this does not appear to us to have been the Case, Grass by the Acknowledgment of all was very scarce, sometimes not procurable, and of Straw (more necessary than Grass) they were often so destitute that We are well informed they were frequently obliged to substitute the old Thatch from the Village Huts. Oftentimes routed and generally harrassed as our Army was by superior Bodies of Cavalry, this Scarcity was merely not the Contractors Fault Of this Scarcity the most convincing Proofs occur in the Course of the Enquiry. The European Cavalry as well as a Select Body of the Nabobs Horse were fed by Contract with the Officers who commanded them, and it appears that they suffered equally for Want of Grass,

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Provender and Forage, this is sufficiently established by the Declaration of General Smith and of Major Fitzgerald who commanded them, and indeed there could not be a more striking Proof than occurred in the last March after Hyder's Army, when out of near 400 Horse no more than 63 reached Vendalore with the Army, the rest having dropped in a Pursuit of about 100 Miles, which was not the Case with the Draught and Carriage Bullocks. General Smith has taken Notice, that the Honble Mr Monckton who was Commissary in the Field, acted also for the Contractor, and furnished some Bullocks himself which is contrary to the Regulations. The Fact is acknowledged, and appears to Us improper and unjustifiable, tho not as it respects the Case in support of which it is mentioned by General Smith, for it is no Part of the Commissary's Duty to superintend the State & Condition of the Cattle, That should be reported to the Commander in Chief by the several Officers under whom they are employed - The Commissary's Duty properly is to muster them, and certify the Numbers, which Certificate is the Contractor's Voucher - The Impropriety therefore of his transacting for the Contractor and also furnishing Bullocks himself is striking. After having expressed our Disapprobation of such a Breach of the Regulations, We can now only add that We do verily believe the Company have sustained no Injury thereby, but this belief is founded entirely on our Opinion of Mr Monckton's Integrity, & the General Tenor of his Conduct, and not on any Counter Proofs that appear -

Having

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Having said that it was the Duty of the several Officers under whom the Cattle was employed to report their State and Condition to the Commander in Chief We cannot avoid taking Notice that the Conduct of the Contractor in this Respect (tho no where complained of) appears much more liable to Exception, since the Commandants of Sepoys, and the Officers of Artillery who ought to have been the Checks upon the Contractor, as far as related to the State and Condition of the Cattle, were themselves permitted by the Contractor to furnish both Draught and Carriage Bullocks, and this Irregularity certainly did not arise from any Necessity, on the Contrary it is mentioned by Mess.rs Call and Mackay as an Indulgence allowed by them to those Officers; And the Consequence of it, which they add immediately after proves to have been such as might have been expected.

Upon the whole Weare of Opinion from the Evidence before Us. - from Our Knowledge and from all the Circumstances We have been able to collect. That the Contractors are not chargeable with any Default in respect to the Victualling, indeed We do not know that they have ever been charged with any Default in that Article excepting only by Major Fitzgerald who in the Course of his March after Hyder in December complained Scarcity of the Badness of the Contractor's Rice issued to the Sepoys which complaint must have been made thro Inadvertance, since it is well known that the Sepoys are never victualled by the Contractor. That the Draught and Carriage Bullocks were at Times in bad Condition, tho it does not appear to Us that they were so totally debilitated as they are sometimes represented to have been

and

and that their bad Condition was principally owing to Causes which could not have been prevented by the Contractors — That all other Cattle attending the Army suffered equally with the Contractors, as did also the Cavalry, from the same Causes — Even now that the War is at an End, and that in many Instances the Experience of the past may teach Us how to avoid some Inconveniences in future. In this Article of Cattle We know not how the Defects complained of could under the like Circumstances be wholly remedied — The Contract in any private Hands We can venture to affirm would not be exempt from them. The Method which the Board adopted in March last, that is to say to transact the whole for the Company's Account We think ought to be tryed, And here We beg leave to rest the Subject assuring the Honble Court that it shall be our Endeavor so to regulate every Department that every Advantage may be obtained which the Nature of Our Situation and the Circumstances of the Country can admit

Resolved that the foregoing Observations be communicated to the Council —

The President reports to the Committee that Venaçie Pundal Hyder Ally Cawns Vaqueel had informed him that he had received a Letter from his Master as Translation of which the President now lays before the Committee which is read as follows —

Translate of a Letter from Hyder Ally Cawn to his Vaqueel in the Canarey Language —

Dated the 18th. October 1769 —

With regard to Meer Addel, I have wrote to Meer Sinaye at Syringapatnam to send him away with his Family and Baggage You will also write & get the

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the Business dispatched —

I observe what You write me about the Europeans Prisoners, I have no Business with them, I shall enquire into that Affair and send them —

The Bombay Agents are not yet arrived with me, as soon as they come, I shall enter into a Treaty with them, release the Prisoners and settle the Trade on the usual Footing. They delay the thing and not any self-

A Treaty was made and concluded between me and the Governor, it is my Intentions always to maintain a Friendship, if We both remain on Honor, the Countries belonging to both Parties will remain safe no others can have any room in it. Nabob Mahomed Ally Cawn has no such thing in View, he is telling different Stories to the Company, if they hearken to them it will be attended with bad Consequences and will produce no good Effect. The Governor is a great Sardar, and of a Man of Understanding I am sensible that they will not find in the Agreement, You will therefore speak to them in such a Manner that they may not hearken to the said Nabobs Words which may be productive of Troubles & Disturbances I want to speak with You some certain Matters face to face You will therefore desire the Governor to send Mr Andrews and Modie Kistnaik with You, I wish You to be here I am now arrived at Bassavapatam, You will therefore come to me in Company with them, I shall then speak what I have to say and send You back soon —

at on the Borders of the Biddenoor Country —

I have wrote to Allum Cawn at Cuddapah not to be troublesome on those Limits nor to disturb the Polygars there on the Contrary to remain in perfect Friendship —

Yours

Fort St. George 10th November 1769

From the sudden Recall of the Vaquil who has at Hyder Ally's Request remained here ever since the Conclusions of the Treaty of Peace without any previous Intimations, and from the very extraordinary as well as unprecedented Manner in which he has signified his Desire that a Member of the Board may proceed to him, it seems probable that his Transactions with the Neighbouring Powers are drawing towards a Crisis - And from the Intelligence now received that he has not settled with Madarasron as before reported, but that the Morattas are preparing to attack his Possessions on the other Coast, which his sudden March towards the Biddenore Country seems to confirm - It is not improbable that the Recall of his Vaquil may proceed from his having something to communicate to him, which he is unwilling to do by writing to induce us to afford him Assistance, or at least to prevent our joining the Morattas, of which there is reason to think he is apprehensive - This We are the more inclined to believe may have been the Cause of his sending for his Vaquil, as the Vaquil has more than once complained to the President of Letters coming to him having been intercepted by the Nabob's People which were opened by the Nabob, and detained some Time by him - We shall however in a short Time be able to form a Judgment of the Intentions of Hyder Ally as well as the other Powers from their Actions

We are concerned to observe in the above Letter that no Measures have yet been taken by the Gentlemen at Bombay for the Release of their Prisoners. It is therefore resolved that they be again wrote to on the Subject, and advised of the Recall of Hyder Ally's Vaquil

Letters

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Letters from the following Gentlemen read.—

To the Honble Charles Bourchier Esqr.
President & the Council of Fort St. George

Honble Sir & Sirs

I have waited until this Time in Expectation that the whole of the Nabobs Creditors would have come to some Determination, but as I find nothing has as yet been done, I beg leave to take this Method of assuring You Gentlemen that for my own Part I am ready to agree to such Terms as may be proposed by the Honble Company relative to my Concern in that Debt.

I have the Honor to remain with the greatest Respect

Honble Sir & Sirs

Your highly oblig'd & most Obed.t
humble Servant

H.E.A.n St. Cosby.

Fort St George
Nov.r 10th. 1769.

To the Honble Charles Bourchier Esqr.
President & Governor &c. Council
of Fort St George

Honble Sir & Sirs

It is with real Concern I learn'd by my Honble Masters Commands by the Duke of Grafton how much they were displeased at the Assignment given by the Nabob to his Creditors for the Payment of his Debts to them and of the Select Committee their absolute Disapprobation of the said Assignments, as also the great Opposition which has been made by several of the Creditors on this Occasion.—My Part of that unfortunate Loan is very considerable to me, which, added to the Sum I lent the Honble Company at a Time of their greatest Exigency makes the Major Part of my Fortune; But as

Fort St. George 10th. November 1769

a Servant of the Company's and sensible as I am of the Situation of their Affairs, it is far from my Sentiments, or Inclination to disobey their Orders, on the contrary, I think I am in Duty bound to serve them to the utmost of my Power, therefore, as by this Means, I am deprived of every other Support than their Monthly Allowance, (the sufficiency of which I beg leave to refer to their Consideration) I have only to request Your Honor &c: will permit me to receive the Interest of the Money I lent the Nabob And relying on the Justice and Equity of my Honble Masters for the principal, I am with the greatest Respect

Honble Sirs &c

Your most Obedient & very Hble Servt

George Dawson

Fort St George
10th. November 1769

To the Honble Charles Bourchier Esq:
President & Governor &c Gentlemen
of the Select Committee at Fort St George

Honble Sir & Sirs

Relying on that Protection and Support, which You in the Name of the Company, have offered to the Nabob's Creditors in the Recovery of what is due to them; I readily consent to the Discharge of this Debt to the Company, in Preference of what he owes to me as an Individual, but as being totally deprived of those Payments which the Creditors had reason to expect from the Nabob previous to the Arrival of the Company's Orders, will subject me to the greatest Inconvenience, I hope then You will Influence to receive from the Nabob, the Interest on what is indebted to me as it shall become due &c

Altho I have not before publickly addressed You on this Subject, yet as I did some Days ago declare

to

Fort St. George 10th. November 1769

to the President my Resolution so to do, and the Business entrusted to my Charge has alone prevented me, I persuade myself that such Declaration will exculpate me from e- ver having had any Intention to set up an Interest separate from that of the Company, or in any Manner to counter- act the Orders of the Honble Court bearing Date the 17th. March last which You were pleased to communicate to the Company's Servants in general.

I am very respectfully

Honble Sir & Sirs

Your most Obed.t humble Servant

W.m M. Goodlad

Fort St.George
10th. November 1769.

Agreed that the above Gentlemen be allowed the like Indulgence as has been shewn to the others who have submitted to the Company's Orders.

The President reports to the Committee that he last Night waited on the Nabob with an Intention to confer with him on the several Matters resolved on Yesterday by the Committee. That when he opened himself on the 1st. Article, and informed him of the Amount at which We had for the present estimated his Debt. The Nabob demanded to know whether the President & Council would certify that that was the Amount of his Debt and no more, which the President informed him could not be done as the Accounts were not finally adjusted. The Nabob then declared that he could enter on no Arrange- ment until he was ascertained of the exact Amount of his Debt, and that as often as he the President attempted to introduce the Subject on which he came upon, the Nabob as often reverted to his Argument of the Necessity there was that his Accounts should be finally adjusted before

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The Committee having gone thro a Discussion of the several Matters expressly referred to them by the Honble Court, as far as they are at present able, and having determined on the Measures necessary to be taken with respect to the Nabob, in order to bring him to an Arrangement for the Payment of his Debt to the Company, and for the future Security of the Carnatick and the Company's Possessions, think it unnecessary that Mr Wynch should be detained here any longer, but that he should return with all convenient Expedition to Masulipatam, that he may lose no Time in proceeding on his intended Tour thro the Circars. Which it is Resolved to report to the Council.

P. Bouchier

Jos. Du Pré

Warren Hastings.

No. Fort St. George the 16th November 1769

Wrote the following Letter to the President & Council at Bombay —

To the Honble Thomas Hodges Esqr
President & Governor &c.a Council
at Bombay —

Honble Sir & Sirs

Hyder Ally Cawns Vaquil having acquainted Us that he had received Orders from his Master to return to him, and to desire that a Member of the Board might bear company him — And as Hyder Ally had not signified to the President his Intention of recalling his Vaquil (who had at his particular Desire been permitted to remain here after the Conclusion of the Treaty) We were at a Loss to devise the Motive for this Step and desired the V. Vaquil to produce the Letter from his Master which is dated 18 October and which We found to contain little more than the abovementioned Orders, except the following Paragraphs — "The Bombay Agents are not yet arrived "with me as soon as they come I shall enter into a Treaty "with them, release the Prisoners and settle the Trade on "the usual Footing. They delay the Thing & not Myself" The Anxiety We have so often expressed on this Subject has arisen from the Uncertainty We have been in of the Designs of Hyder Ally, and Madarass in their Warlike Preparations, and is much increased by the Sudden Recall of the Vaquil without any Reason assigned —

We have yet no certain Advices of the Intentions of the above Powers, some Accounts say that Hyder has settled with Madarass, others that the latter is preparing to attack the Biddenore Country, towards which Hyder has moved for its Protection — A short Time will

Fort St. George 14 November 1769

now probably discover what We have to expect, and Your Honor &c. may be assured that We shall not fail communicating to You the Intelligence We may receive

We are

Honble Sir & Sirs

Your most Obed^t & Obl^e Servants

Charles Bourchier &c

Select Committee

Fort St George
14th November 1769

Received Letters from Mr Stratton and Captain Horne the former Dated the 9th Instant and the latter this Day

At a Committee Present

Wednesday 15 November 1769

Charles Bourchier Esqr Governor President

Josias DuPré ___ , Warren Hastings

Brigadier General Joseph Smith

The President lays before the Committee a Transcription of a Letter from the Nabob's Son addressed to his Father's Creditors — This Letter was enclosed in One to Mr Call who desired Permission to deliver it to the Creditors, which is granted — The Letter is as follows —

From Moyeen-Ull-e-Mulk the Nabob's Son to the Gentlemen Creditors

Dated the 10th Novr 1769 Received the 11th

I was much concerned to see all that has happened, especially the Sorrow of His Excellency occasioned by the Demand made by the Committee, Notwithstanding they were well acquainted with his Agreement with You. They wrote repeated Letters in strong Terms, the Purport was "That the private Creditors lent Money on Account of their own Benefit, but the Company lent for the Advantage and Safety of the Carnac Country, wherefore it should be paid off at first

inv=

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"Imparting that the Company on their honouring of his
"Excellency's Assignment of a Part of the Revenues to
"the Creditors signified their Disapprobation, His Ex-
"cellency's Concern was also occasioned by the Demand
"made by the Creditors of whom Money was borrowed
"on account of the Affairs of the Country, and for re-
payment of which Hes Excellency, as Lyon of Hers did
firmly and with a proper Form make an Assignment
of certain Districts, which cannot be revoked, a strong
Instance of which is this, that altho the Committee by
their Letters forbad the Payments of these Money, yet his
Excellency has paid You the last Kist. I perceive that
all these Solicitudes of the Committee to discharge the
Ballance of the Company (which runs without Interest
at first) are owing to their Masters Orders, and the
Necessity of the Times, and Want of Money in the
Company's Cash. When I reflect upon all which it
gives me greater Concern because Hes Excellency lies
under great Obligations to the Company, and I and
Myself are always endeavouring to encrease the Friend-
ship, and to retaliate their former good Offices —

With regard to the Creditors Bill Word and
Promise are inserted under Our Seal and Sign, now in
the present Year, We must pay Two Lacks of Pagodas
Besides the Tanjour Peishcash, it is a difficult Point to
appease these two Parties — The united Enemy has
ravaged in the Assigned Country to such a Degree that
even the Governor and Council allow that nothing
can be got from them for a whole Year, so that other
Districts will be in the same Situation. Besides what is
necessary for his Excellency to pay something to the

Sepoys

Fort St. George 15.th November 1769

Sepoys in his Service that are employed in several Forts &
Towns in the Carnatick / because the People depend ant
on the Company remain still in some Places / it is also
necessary to pay the Horsemen in his Service, as well as
to those that came from Hydrabad &c.a being sent for
before the Peace according to the Advice of the Governor
and Council. Besides which the necessary Expence of the
Household must be supplied. Considering the present
ruinous State of the Country, it will be a difficult Mat-
=ter to discharge at once both the Money agreed on to
pay the Company and the Creditors, out of the Produce
of it, but it may be paid by Degrees - On my seeing the
Melancholy Situation of his Excellency & being
Myself crouded with thoughts and Apprehensions, a
Method hath occurred to my Mind all on a Sudden,
and if that is executed perhaps may be agreable both to
the Company and the Creditors; for I do not see any
Body like myself, a well Wisher to his Excellency &
a Friend to the Company and the Creditors, that can
give his Advice in this Affair / at this Time of Distress
to the Company / whose Prosperity His Excellency
Myself and You are always wishing / You will think
of obliging both His Excellency and Myself, in what
I am going to request, which is that You will be pleased
to consent to receive only the Interest on Your Money
for the Space of 16 Months, during which by the Bles-
=sing of God his Excellency will pay off the Ballance in
Case of Peace, this Ballance was Pagodas 10,77,000 and
upwards to the End of the Year 1768, which being
added to the present Expence they say will amount
to 13 Lacks and some thousands of Pagodas - They

owner

Fort St. George 15th November 1769

were so honorable to tell me several Times that upon their Inspection of the Articles thereof, if there be any Erroneous Article they will take it off - in which Case the said Amount may be diminished for the Ease of the Treasr. The Governor and Council may probably be obliged to You for Your Civility or Absent in this Request, After the Company's Ballance is paid they will never interrupt the Payment of Your Debts according to Your Bonds under the Sign and Seal of His Excellency, on the Contrary they will communicate all this Your Civilities to the Court of Directors. If You agree to this my Request, I shall be much obliged to You because my Intention is that the Hearts of His Excellency the Company and Yourself may be united more than at present, for our Good, that is, Yours, and Mine, depends on that of the Company, there is another Reason for it, which is, that all the Powers in Indostan envy the Prosperity of the Company, they look at it with the Eyes of Hatred I am afraid, in Case of a Difference (which God forbid) the Affairs may be brought to ruin, besides which several of the Creditors in the Company's Service delivered a Writing to the Committee to abide by their Choice. If You approve this my first request which proceeds from my good Intentions to His Excellency's Welfare, as well as to the Company and the Creditors, I shall thereby get a good Name to Myself; I shall meet with good Opportunity to assist You, His Excellency by his good Luck procured the Friendship of the English, He and Myself will ensure Our Endeavors that after the Company's Debts are fully discharged to pay Your Money according to the Deed of Agreement without Interruption in Case of Peace, wherefore You should not entertain any other Thoughts.

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After Your Money is paid the Deed of Assignment shall be returned to me according to Your Agreement I wrote You the above as it hath occurred to my Mind in the present State of my Confusion and Apprehensions and if it be disagreable to any of the Gentlemens I hope they will be kind enough to excuse me, I desire You will soon let me know Your Pleasure, as I am your Friend I wish You Health, Peace and Prosperity - I have no thing further to add than that of the Friendship of the English Nation -

The Account Current with the Nabob, as well with respect to his old Debt, as the War with Hyder Ally being compleated - It is ordered to be laid before the Council to be signed by them -

Read the following Letters -

To the Honble Charles Bourchier Esq:
President & Governor &c. Council
of the Select Committee -

Honble Sir & Sirs

Ready to shew my Obedience to the Orders of the Honble Company in every thing which concerns their Interest and the Good of the Service, I submit the Concern which I have on my own Account in the Nabob's Debt to such Settlement as Your Honor &c. shall see most conducive to the publick good, with due Regard to the Security of Individuals, relying on the Honble Company's Equity, Justice and Protection for the Security of the Property which I have in the Nabob's Hands (the principal Part of my Dependance) and for the Payment thereof at such stated Times as the Affairs of the Honble Company and the Nabob will permit, well knowing that the Honble

Court

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Court of Directors do not mean or intend to exclude me
from the Enjoyment of my Rights & Property

I am with Respect

Hble Sir & Sirs

Your most Obed.t Humble Servt

George Stratton

Fort St. George
9th November 1769

To the Honble Charles Bourchier Esq.r
and the Gentlemen of the Select Committee

Hble Sir & Gentlemen

Having for some entertained Hopes that the
Nabobs Creditors would have submitted to Your Consideration
such Proposals regarding their Mode of Payment of their
Debt, as might have appeared reasonable to You, & satis-
factory to the Nabob; I therefore postponed addressing my-
self to You in signifying my Readiness to acquiesce to such
Mode of Payment for my small Share as the Company
may have directed, in Consequence of such Hopes.

But on observing by the Contents of the Letter read
to us last Night from the Young Nabob, That Events pre-
judicial to the Company's and also the Nabobs affairs
may be apprehended from the present low State of both
their Treasuries, if the Creditors still insist on the Nabobs
strictly fulfilling his Engagements with them, I therefore
now think it high Time I should inform You Gentlemen
that as far as my Power extends I am ready to pay Obed-
ience to Your Demands, and to express that Confidence in
Your Justice (which as Representatives of the British
Government here I cannot doubt of) in receiving one part of my
just Debt as soon as the Exigencies of the State will ad-
mit of it's being done.

I am

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with Respect

Gentlemen

Your most Humble Servant

Mathew Horne

Fort St. George

14th November 1769

To the Honble Charles Bourchier Esq:

President & Governor &c. Council

of the Select Committee at Fort St George

Honble Sir & Sirs

Although my very ill State of Health for some Time past, has prevented me attending to Business of any kind, I have been made acquainted with my Honble Master's Disapprobation of the Nabob's private Debts, and the Means which have been taken towards the Discharge of them, for my Part as a Servant of the Company's I assure You nothing can give me more concern than what ever tends to the Prejudice of their Interest, And as a Creditor of the Nabob's, I am equally ready to resign my Concerns in that affair, as Your Honor &c. may think proper, At the same Time, beg leave to crave Your consent to my receiving the Interest, until the Honble Court of Directors their Pleasure is further known

I am with the greatest Respect

Honble Sir & Sirs

Your most Obedient Servant

Richard Brockenden

Fort St George

15th November 1769

To the Honble Charles Bourchier Esq:

President & Governor of Fort St. George

and the Gentlemen of the Select Committee

Honble Sir & Sirs

I take this Opportunity to inform You,

that I do lay myself under Your Protection in regard to

recovering

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recovering their Money due to me from Mrs Excellency the Nabob. I should have addressed You sooner, But had I imagined it would have been done by the whole Body of Creditors I am present.

I am with respect

Fort St George
15th November 1769

Honble Gerz Sers
Your most Obed. Humble Servt
Simon Hart

Agreed that the above Gentlemen have the same Indulgence, which has been granted to others in the like Circumstances.

Wm Bourchier
Jon. Du Pré
Warren Hastings
Joseph Smith

Fort St. George 16th. November 1769

The Nabobs Account Current having been signed by the Council it is now transmitted to the Nabob with the following Letter

To the Nabob

Dated the 16th November 1769

Agreable to Your Desire I now send Your Excellency Your Accounts Current with the Honble Company the Ensuing the 30th. April last has been carefully examined with the Company's General Books which are closed at that Period, and agreeing in every particular therewith is signed therefore by Myself and the Council — The other from the 30th. April to the 31st. of August has also been carefully examined with such Accounts as have been received from the Country Garrisons and the Subordinate Settlements, but as the Company's Books at all their Settlements are not closed and Ballanced 'till the 30th. April Yearly, and 'till those Books arrive here, it is impossible to say that there may not be some trifling Errors in the Accounts received from other Parts since April, I cannot be positive in assuring Your Excellency that the last Account Current is free from Mistakes, tho' I may venture to say if there should be any, they cannot be material Ones or to any considerable Amount, the said Account is signed by the Accountant only —

The Ballance of the said Accounts Current due from Your Excellency the 31st. Day of August last was You will perceive Pags. 13.22.036:—:36; and as You was pleased to declare to me Your Resolution to settle the Means of discharging the same in ready Money and by Securities, before the Departure of the Ships in January for Europe, I cannot avoid expressing to Your Excellency the great Satisfaction it gave me

to

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to be so informed, Convinced as I am that it will be highly so to the Court of Directors, particularly at this Juncture that their Affairs on this Coast lay under the greatest Difficulties from the low State of their Treasury, and having no Resource but in Your Excellency to relieve the Distress We are in, and which must be insurmountable should any fresh Troubles arise in the Province, reduced as We are by the very large Sums that have been demanded by the Company during the late War for the Defence of the Carnatick. These Circumstances Your Excellency is so well acquainted with, that it is unnecessary for me to enlarge upon them, and I doubt not as You are perfectly sensible How strongly Your Interest is United with the Company's that You will exert Your utmost Efforts to clear off the said Ballance within the Time You proposed.

Should there be any Articles in these or any other of Your Accounts with the Company to which Your Excellency may have any Objections, I desire You will be assured that I shall with great Readiness and Candour give You any Explanation You may require of them, upon being made acquainted with the Particulars.

As You expressed a Desire to be informed by what Means the Ballance of Your Account was increased three Lacks of Pagodas, since You was furnished with Your Account Current ending in December last, I am to acquaint You that it has been occasioned by the Current Expences incurred since that Period to the 31st of August. The Reduction in the Sepoy Battalions and other Expences at the Out Garrisons not having taken

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Place till June last (as Your Excellency may recollect) the Army not having been put into Quarters 'till the End of May: Also to my not having received from Your Excellency any Remittances towards the Reimbursement of those Charges, since the Close of Your last Account.

The Accounts of the Grain supplied the Army with by Your Amildars and Agents being still under Examination, no Part of the Amount thereof has been yet Carried to Your Credit, but as soon as they are properly settled, You may be assured whatever it may be, shall be duly accounted for.

Your Excellency will be pleased to observe that these Accounts which now wait upon You, signed by Myself and the Council go back to the Period when Mr Palk gave You, Your Accounts very exactly stated to the 31st December 1765, and corresponding with the Company's General Books. It is true You have at Times, since had other Accounts delivered to Your Excellency ending at various Periods, taken partly from the Books and partly formed suppositiously, such Accounts generally drawn out hastily for Your Excellency's Satisfaction could not undergo a formall Examination, with the Company's General Books. They should be considered as Estimates and not as fixed Accounts, and therefore I must desire that Your Excellency will now pay no Regard to them, but in their Stead accept the present Accounts, as the only proper authenticated Accounts between Your Excellency and the Company from the 31st December 1765 to the End of April 1769. I have in the preceding Part of this Letter explained to Your Excellency why the Continuation of the Account to the End of August is signed

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by the Accountant only, and I doubt not but You will be satisfied therewith. He assures me that he is perswaded that it is true and just in every Respect, but as the Company's General Books are not closed for this Year, It cannot go thro' a formal Examination therewith as the preceding Accounts have done.

In the same Section which contains Your General Account Current with the Company waits upon Your Excellency, the Account of the War with Hyder Ally Cawn signed also by Myself and the Council.

Saturday 18th Novemr.

At a Committee Present

Charles Bourchier Esqr. Governor President
Josias DuPré — Warren Hastings
Brigadier General Joseph Smith

The Committee having this Day had a Meeting with the Nabob on the Subject of his Accounts sent him the 16 Instant, it was represented to him that much Time having been lost in fruitless Altercations and Latterly every material Consideration postponed that his Account might be accurately stated although it is obvious that the general Plan and Outline might as well have been adjusted long ago upon a Computation. The Committee hoped that his Account being now stated and delivered to him he could have no further Objection to settle immediately the Terms of Payment. After many Protestations of his great Attachment to the Company — of his sincere Desire to discharge his Debts, of the Distresses of the Country — And of his own Difficulties and Embarrassments. He added that besides all these there were Reflections which sat heavier on his Mind and these arose from a Belief, or at least an Apprehension that the Company's

Fort St. George 18.th November 1769

Intentions were ultimately to take the whole Country from him. That he had also the Mortification to find that his Debt to the Company instead of being discharged as he had proposed to himself at different Periods was still by some Means or other as great as ever, that he saw no End to it but that of losing all his Country — We replied that in respect to his Debt it was strange that he should entertain any Doubts on that Subject since an Inspection into the Account would clearly shew the Causes of its Increase and it rested only with himself to remove the Uneasiness he felt on that Occasion by taking the most effectual Measures with Us that his Circumstances will permit for discharging it, and as to the Apprehensions he expressed of the Company's Intentions to take the Country from him that it was impossible for Us, at least that We knew of no other Means in Our Power to remove such Groundless Jealousies and Suspicions, than those We had repeatedly used, and therefore that We could only confirm what had been often told him, to wit: not only that We had no such Orders, but on the Contrary, that the Tenor of all the Orders the Company's Representatives had ever received here were to consider him as a Friend and Ally to the Company and to assist and protect him in his Government. That if he chose to convince himself he might find the strongest Proofs of these Sentiments in the long and faithful Friendship they have manifested towards him in the Course of more than twenty Years — He acknowledged it all to be true but added that it would be a great Satisfaction to him and calm his disturbed Mind if the Governor would write him a Letter on the Subject, assuring him that when he shall have cleared off his Debts to the

Company

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Company they will no longer interfere in his Country. We
told him that We considered his Debts to the Subjects of
England as a Matter which concerned the Nation, and
being confident that the Company had no Intention or
desire to interfere in his Government, after those as well as
their Own were satisfied We could have no Objection to
give him such a Letter as he desired. In respect to his Ac-
count he said that he wished to be satisfied, what, he did owe,
and that no new Sums might be introduced as Omissions or
otherwise, and desired that a Letter might be wrote him
promising that the Ballance which appeared to be due
from him by the Account lately sent him down to the
31st. August should not be encreased by any Charges prior
to that Period. The Accountant having assured us that
the Account has been carefully and accurately adjusted
with the General Books to the 30th. April last (excepting
only as hereunder) and that the Account of the subsequent
Period to the 31st. August having been taken from the
Monthly Accounts of the several Employs cannot be
liable to any material Errors, We were of Opinion that to
content the Nabobs Mind and leave him no room for
further Delays such a Letter should be written to him
more especially as it appears by the Adjustment lately
made by Mr. Jourdan (as minuted
Days in the Cost Depart.) of the Head wh
General Books of Differences betwe
and Paymaster there will be Sum
sand Pagodas to be carried by that
Nabobs Credit which certainly will
ponsate for any Errors or Omissio
have happened in the Debits of his ac
the Commissary
of about forty thou-
djustments to the
much more than com-
e that can possibly
30th April

Fort St. George 18th November 1769

to 31st August last. A Letter was therefore immediately wrote him by the President on the Subject of his Accounts as entered hereafter and the other Letter requested by the Nabob was promised. The Nabob then said that his Mind was much eased, that he would now without Delay consider of the Means of discharging his Debts, that it was necessary he should consult his Duan Rajah Beerbur that he would immediately write to him to repair hither from Arcott, that in the mean Time he desired some Gentlemen of the Council might be appointed together with his Mutteseddee to examine the Account and correct any Errors that might be discovered, and upon the Arrival of his Duan there should be no further Delay.

To His Excellency the Nabob. Dated 18th November 1769

Two Days since I had the Honor to write to Your Excellency, and at the same Time I sent to You Your Account Current with the Company brought down to the 31st of August. The Ballance of the said Account due from You that Day exclusive of the Charges of the Mysore War was Pagodas 13,22036 - - 36. I can assure Your Excellency, that should there be any Errors in the said Account, they cannot be material Ones, and that they will upon the whole be in Your favor, and not against You, I desire You will therefore be satisfied that the said Ballance is to the utmost what You stand indebted on Your separate Account to the Company to the 31st of August last. I therefore trust, that knowing how much the Company are distressed for Want of Money and how strongly Your Interest & Welfare is connected with theirs, that You will use every means in Your Power to clear off the said Debt, to the mutual Advantage of Your Excellency & the

Fort St. George 12th November 1769

the Company, and the Welfare & Security of the Provinces
And it is agreed that a Draft of a Letter be wrote Him on the Subject
of his Countryes.

The Nabob having thought fit proper to nominate
Persons to act as Trustees in the Room of a Messrs. Call
Bourchier and Mackay notwithstanding the Remon-
strance of the Board against it in their Letter from the Pre-
sident to him of the 2d. Instant, and as the said Persons
have applied to the Board to afford them their Protection.
It is Agreed that a Letter be wrote to the Nabob expressing
the Sense We have of his Conduct in this Instance, and the
Necessity there is that he should as far as lies in his power prevent
all Europeans living under the Company's Government
having any Correspondence or Transactions with him
or his Ministers contrary to the Orders which in Con-
junction with the Council, We have been obliged to make
publick.

E. Bourchier
Jno. Du Pré
Warren Hastings.
Joseph Smith

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Pursuant to the Resolution of this Day the following Letter was wrote to the Nabob

To the Nabob

Dated 18.th November 1769

Letter to the Nabob on the Subject of his appointing Trustees & corresponding with the Company's Servants and other Europeans

On Monday last the 13.th Instant I received a Letter addressed to Myself and the Council signed by Messrs. Andrew Ross, Arthur Cuthbert, George Smith, Daniel De Castro and Thomas Powney informing Us that Your Excellency had nominated them for the Purpose of receiving and paying certain Moneys which had been appropriated for the Discharge of Your previous Debts. Your Excellency in Your Letter of the 1.st November having informed me of the Desire of Messrs. Call. Bourchier and Mackay to resign that Charge which they had till then executed, and desired to know whether I would recommend any other Persons to succeed them. In my Reply dated 2. November I took the Liberty to inform Your Excellency as I have also done numberless Times in Conversation not only that I could not consent to the Appointment of any others, but I objected on the Part of the Company to any such Nomination, and my reasons are expressed in my said Letter, to which I beg leave to refer. Having thus explained myself on this Subject verbally and in Writing and frequently informed Your Excellency of the dangerous Consequences to the Company from their Servants and Inhabitants acting in Opposition to their Orders and established Rules, and that such a Nomination made by You would encourage them in their Disobedience. I did not expect that Your Excellency would have made such a new Appointment in Opposition to their Remonstrances, and I was the more surprized at this because it was in Consequence of Your Application to me for my Advice on this Subject that the Letter aforesaid was written.

It

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Its not hidden from Your Excellency that the Company have in former Times as well as latterly experienced the dangerous Consequences of suffering their Servants and Inhabetants as Individuals to have any Intercourse or Transactions with the Princes or Governments in India but prohibit all such Intercourse, and confine the Correspondence and Transactions which in the Course of Affairs might be necessary solely to their Governor and Council. of late Years that Regulation from various Causes having been less observed than it ought to have been, hath been the Foundation of Embarrassments which have given Your Excellency much Vexation, drawn on Us the Governor and Council the Displeasure of our Superiors, and thrown this Colony into a dangerous Ferment. To prevent the like in future, and that the Difficulties and Dissentions which have already arisen may be removed and conciliated by separate Deliberations between Your Excellency and the Company's Representatives: I have thought it proper together with the Advice and Assistance of the Council to publish and enforce the said antient and irrevocable Order made by the Company prohibiting all their Servants and Inhabitants to hold any Correspondence, or transact any Affairs of what Nature or kind soever with the Princes or Governments of India.

Though the due Maintenance of the Company's Authority over their own Dependants was the Original Motive for issuing this Order, yet it has been since enforced with a principal and almost the sole View of preserving the Respect due to Your Person and Dignity, and the Friendship between them and Your Excellency from being injured by private Claims and Pretensions. It is therefore

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a Matter of equal Concern and Wonder to me that Your Excellency should not join in the most strenuous Manner in the Support of so necessary a Regulation, but how much more that You should take such Measures as directly counteract it, and tend to encourage the Disobedience of the disaffected Subjects of the Company.—

Persuaded that this was Your Excellency's Intention but proceeded only from Your not duly weighing the Consequences I have thought it proper to lay this clear Representation before You and to beg Your Excellency's Assistance and Concurrence in this as in every other Regulation which concerns the mutual Benefit of Your State and the Interest of the Company, that You will consider myself and the Council as acting for the Company in Trust for every Person residing under their Protection & Authority and that You will allow of no other Intervention between Yourself and the Subjects of this Government. This will be the means of facilitating the Arrangements which We are desirous of making with You for the Payment of the Debt due to Your private Creditors and remove the principal Cause of the disagreements which have to this Time taken place in this Settlement and occasioned such Delays to Objects of great Importance to the Safety of Your Country and the Company's Possessions.—

20 Received the following Letter from the Nabob

From the Nabob— Dated the 20th Novr. 1769

Letter from the Nabob

My reason for desiring my Accounts was, that, after the Conferences relative to the same were terminated, the Expences of the Mysore Expedition would be discussed, which if settled here, between You and

Mes

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Me. will if not We would both write to Europe, in the freeest Manner, concerning the same, (advising each other thereof) when, whatever the Gentlemen there, might think equitable & should in Reason, write, should be complied with. For supposing that Matter, even as settled here, it will not be in my Power, to settle the Means of paying the same, till the Discharge of the Sum, expended by the Company to the End of August 1769 (or Pharsely 1879) an Account of which, You sent me, is effected. By Gods Blessing, after the settling of that Matter, to the above Period, & before You go to Europe, the other Affair shall be talked on, also, thinking therefore, that there is no Necessity, at present, for joining the Expences of the Mysore Expedition to my Account, I have returned the same to You requesting that You would only send me, my Account, to the End of August, of the abovementioned Year.

He returns his Accounts and desires that the nothing the Account of the Warwith Hyder may be debited to him.

21 Letters of this Date were dispatched to the Honble the Court of Directors & to the Secret Committee to Bengal, to be forwarded by the Packet & Speaker.

At a Committee Present

Wednesday 22d Novemr.

Charles Bourchier Esqr. Governor President
Josias Du Pre — Warren Hastings
Brigadier General Joseph Smith. 2

The following Letter from the Committee of Nabob's Creditors is now read. 2

To the Honble Charles Bourchier Esqr.
President & Governor &c. & Members
of the Select Committee

Letter from the Committee of the Nabob's Creditors.

Honble Sir & Sirs

Your Address of the 23d. September to the Trustees, who have in Charge the Receipt and Payment of the Revenues assigned by his Excellency the Nabob, for the Discharge of his Debt to his private European Creditors, having

heard

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been communicated at their Meeting on the 2d Inst. an Answer was given on the 5th which tended to represent the Just Ground of Belief with which they were impressed by the same Address, that the Honble Court of Directors had not been well informed of the State of this Debt, and the Mode of its Payment at the Time when their Instructions to the Select Committee were dictated. From thence entering the Necessity and Justice there appeared that the Stipulations which had been devised & settled by the Honble the President and Council both for the Nabob, and for his Creditors when this Debt was ascertained, and the Interest reduced to half the former Rate, should remain as they are: The Settlement so obtained, being to the Creditors, a Support of their Property in the Debt, and of the Security given for its Payment, and to the Nabob, a Support of his Credit & Engagements which he had pledged as an Act of Government and publick Faith, under the Obligation of his Bonds, and of an Assignment of Revenues for their Discharge, both granted in a most authentic and public Form, and his Eldest Son joined in both, for greater Confidence & Security, and that such Forbearance of any Alteration did appear the more just and necessary, that it is well known to the Select Committee, that the Honble Court of Directors had not then received so particular an Account of this very Important Business as was necessary to enable them to form a right Judgment of it, seeing that the Honble the President and Council in the General Letter of the 8th March last, do expressly say, to the Honble the Court of Directors "that they had never been particularly "acquainted with the Nature of the Nabob's Debt to private Persons & his Engagements in Consequence" and again

&c

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"We did not so particularly inform You of the Nature of this "Engagements as the Subject required" and "We now forward "Numbers for Your most serious Consideration" which better Information therefore, when the Honble the Court of Directors shall have received and seriously considered, they Select Committee cannot but allow, that they will be enabled to form a better Judgement of this Matter than they could have done before: Nor can it be reasonably denied that the just Considerations which weighed with the President and Council for transmitting this better Information to the Court of Directors, should carry a Conviction to the Committee that the Effect which was intended by it should not be frustrated by them in regard to the Company, the Nabob or his Creditors, as it may be expected that the Interests and Situation of each from such better Information may, & probably will, be seen in a different Light to by the Honble the Court of Directors who will then see that the Security which had been given for the Payment of the Debt was carrying into Execution, and without any apparent Prejudice to their Affairs, and will be undeceived in the Opinion which seems to have been formed, that their President & Council, or those Members who have acted as Trustees had a Power and Authority derived "from the Nabob, to collect Revenues for his Debts to "Individuals in exclusion of the Payment to the Company. As they will see by the Copy of the Deed of Assignment which was then (but had not been before) transmitted to them, that the Districts from which the Revenues are received, are expressly specified therein, together with the Estimated Produce of the whole, and that the Trustees are so far from having a Power of collecting these Revenues, &

that it is expressly declar'd in the Deed, that they shall
have nothing to do with the removal, or disposessing of
these Nabob's Officers, that they are only to receive the Pro-
duce of the Revenues from his Deputy, and pay the same over
to his Creditors, and they will further see by the same Deed
that his Excellency the Nabob, does for himself, his Heirs
"and Successors, solemnly promise and engage that they will
"not by any means whatsoever, either directly or indirectly
"meddle with, receive, or appropriate the Revenues of the
"Countries to any other Purposes whatsoever until his Bonds
"shall be discharged with the Interest that shall become due
"thereon" - which will probably induce them to think, that
so solemn & particular an Obligation from himself and his
Son, being pledged to so numerous and widely dispersed a
Body, as are his European Creditors, which was obtained
by the Representatives of the Honble Company, the
mutual Protectors of the One in the Support of his Govern-
ment and Faith, and of the other in the Recovery and
Enjoyment of their Rights and Property in the East Indies
should not be dissolved but by mutual Consent, and on the
Footing of an Adequate Satisfaction: And then it may be
expected that the Honble the Court of Directors will
either let this Important Transaction go on in the man-
ner in which it was settled, or else, that they will devise
such other Plan, and authorize their President & Council
to execute the same, as will preserve the publick Faith
of the Nabob to his Creditors, and secure to these such
other Equivalent as the Just Demands of all are entitled
to, and which the Exigencies and Distresses of many
who have entered into the Engagements with a full
Confidence in this Fund, others who depended upon it for

Subsistance

Subsistance, and a still greater Ruin of some who have
borrowed of others what they cannot now repay, does necessa-
ily require in Satisfaction of a Loan which was transacted
openly on the Part of the Borrower and of the Lenders, and
deemed honorable and secure by those who Lent their Money
and still do, that a great part of it was paid by this Execu-
tive in Discharge of so much of this Debt to the Company
to whom that Circumstance also has been communicated,
as it has likewise been that so large a Sum as Pag.s 325,000
of the Money which the Creditors received from the Nabob
has been lent to the President & Council, to supply their
Exigencies in the late War, and at a less Interest than his
Excellency pays to those, his Creditors.

This short & fair Explication of the present
Footing of this Debt, being considered, and the Nabob's
Performance of his Engagements (so far as the War with
Hyder Ally has permitted Him) joined to his former Pro-
mises of reducing the principal of this Debt, this Year,
near 15 p.r Cent after paying the Interest, being also
regarded, with what Reason or Justice could the Creditors
be expected to accede to the Renunciation which was de-
manded of them; even tho' the Nabob should assent
thereto (which they apprehend would be necessary) or
the Terms which were offered to the Select Committee
"to deliberate with the Nabob and give the Sanction of the
"Company's Authority to the Measures that may be
"taken for the Payment of this Debt to Individuals,
"after that due to the Company shall be discharged"
To accede to Terms so undefinite in every Respect in Ex-
change for what the Creditors regarded as a Debt of Honour

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representing the Impossibility of their relinquishing the Assignment without some other Security

Security, could not be expected — They did not in effect see any Equivalent offered in return, at least nothing but what might hereafter be deemed void from it's Uncertainty It was natural therefore for those who are on the Spot to desire that they should stand upon the present Footing as to their own Property, and in regard to the very considerable Interest of those that are absent (which may be nearly the half in Value) Their Trustees or Agents will not conceive that they have any Right to make a Sacrifice of their Proportions of this Debt, upon any Consideration or Persuasions whatsoever, nor could it be done without such Agents or Trustees drawing upon themselves the Reproach of having abused the Trust reposed in them, and making themselves answerable for the Claims of their Constituents, some of whom re=sidually are and it is obvious that many more may soon be, Executors or Administrators. And if those who act as Trustees or Agents can say this with Justice, in re=gard to the Interest of Absentees, they must found what they say on this plain Reason, that they think the hazard too great, for let it be remembered, that Trustees and Agents (many of them without Orders or Special Powers) did acquiesce for their Constituents as well as for them=selves in the Reduction of the Interest to half the for=mer Rate, and in the Acceptance of the present Security, As they did also in the late Loans of the Money of such Constituents, to the Company. And if they may not in the present Case do for others what they are desired to do for themselves, it must doubtless be from Apprehensions of the Consequences which may attend it to their Constitu=ents, for whose Sake they would now also submit, on an Oc=

casion

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Occasion soever, if their Interest could be preserved. And as it cannot be denyed, but that the Interests of the Agents themselves will be affected in an equal Degree by any Steps which they may take in their own Behalf, the Select Committee are too just to expect a Distinction to take Place in a Matter of the last Importance to the quiet and happiness of those who are upon the Spot, from a Cause which is entirely Adventitious, and not founded on the just Consideration of the Matter itself, especially as the Resolutions of those who are present may probably operate in their Consequences, as to the Interests of those who are absent. It is true that the Creditors are told, that the Select Committee will deliberate with the Nabob, and give the Sanction of the Company's Authority, to such Measures as can be concerted for the Recovery of the Debt, after the Company's own was discharged: But here again was an Obvious Subject of Doubt, the Company's Debt is not known to the Creditors, it may be undetermined, as it has been accumulating many Years, and from other obvious Causes, and so for might the Creditors know may continue undischarged, by some Events or other, as many more. Under such Reflections, and no Answer having been given by the Select Committee, what Resolutions could the Creditors take? They thought it most consistent with their Circumstances, to let their Affairs proceed in the Form which was established, and to be ready to shew their further Attachment to the Company as Occasion should require, and their Circumstances permit, by lending a further Sum upon the public Security which had lately been given to the Servants of the Company. That the State of their Treasury is at this Time greatly

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reduced. But the Suggestions, which have been given at their late Meetings, particularly by their Trustees, on Occasion of their determined Resignation, and by recommending certain dubious Proposals, naturally raising Alarms in many, who, tho' they are not inclined to regard these Suggestions as public Intimations on which to found any thing by Way of Proposals that may produce a material Alteration of their Affairs, they did at their last Meeting, nevertheless agree so far to pay a Regard to these Suggestions, as to take into Consideration for a Renunciation of the Deed of Assignment, may have given the Committee a better Opportunity of considering whether any Alterations are thought necessary in the present Establishment of this Debt, in regard to the publick Welfare, and in what Manner these Alterations can be accomplished at this Time, without an Injury to the private Property of the Creditors, or the Nabob's Engagements with them — And it was further Agreed, that the Committee of the Creditors should form such an Address to the Select Committee as they should see pertinent to the Occasion: In Obedience to which We have taken the Liberty to make this Representation, and to accompany it with a Request, that You will be pleased to inform the Creditors thro' Us, what they so desire to know as We have at this Charge also, to acquaint You that Your giving them this Satisfaction is the only means which can enable the Creditors who are on the Spot to judge what Steps it may be most proper and suitable for them to pursue in regard to their own particular Interest, & what Information and Opinion it will be proper for them to give to such Absentees, as are at too great a Distance to be

and desiring to be informed whether the Committee have made any Alterations in the Measures before proposed by them for the Discharge of the Nabobs Debt —

consulted

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consulted upon the present Occasion — And as the Creditors who direct this Address, are Sensible of their Duty to the Honble Company, & their Desire to preserve Harmony with and Attachment to their Representatives, They do not doubt, but the Select Committee will give them all the Satisfaction in a Matter of such great and general Concern to the Welfare and happiness of every many Individuals, and which the publick Faith is so inseparably connected, as the Occasion requires —

We have the Honor to be with great Respect

Hble Sirs

Your most Obed.t humble Servants

Paul Benfield

Alex.r Boswall

Arthur Cuthbert

Daniel DeCastro

Frances Jourdan

Andrew Ross

George Smith

Fort St George
the
15.th November 1769 —

In Answer to which it is agreed that the following Letter be wrote —

To Messrs. Paul Benfield, Alexander Boswall
Arthur Cuthbert, Daniel DeCastro, Francis Jourdan
Andrew Ross & George Smith —

Gentlemen —

Letter to the Committee of the Nabob's Creditors in Answer

We have received Your Letter of the 15th Inst.t
You inform us that Our Letter of the 23 Sept.r
to the Trustees who transacted the Nabobs Affairs with his Creditors had been communicated to the said Creditors on the 2.d October and that an Answer was given on the 5.th

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We received, it is true, a Letter from the Trustees enclosing one from You to them of that Date, but not an Answer to ours of the 23d September, for We cannot understand from the Express Words of Your said Letter of the 5th whether You meant to comply with or reject the Propositions in our Letter of the 23d September, altho the latter seemed the more natural Inference. And We concluded that to be Your Resolution from Your Acts, which spoke more determinately than Your Words, for whilst the Propositions in our Letter of the 23d September were before You, and before the Date of that which You call an Answer to it, the Nabob having sent a Sum of Money unexpected by (as We are informed) at that Time, to the Trustees, We signified our Sense of that Transaction to the said Trustees for the Information of the Creditors in General, in a Letter dated the 30th September, which Letter We concluded with saying "that if the Creditors should resolve not to restore "the said Money to the Nabob but to divide it amongst "themselves, We should consider such a Resolution as a "Declaration that they meant to assert a Right independant of the Company to recover their Debt separately" Altho you took no Notice of this Letter in Your's of the 5th October, yet We are informed that it was communicated to the Creditors, and that upon reading it they immediately resolved to divide the Money amongst themselves, and the Money has accordingly been so divided. The Sense and Meaning of such vehement Precipitancy, and of an Act so determinate and Declaratory cannot be mistaken.

Upon an Application made by the Trustees to the President & Council for their Permission to communicate to

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to the Creditors what they had written to the Honble Court of Directors by the Duttow in March last on the Subject of the Nabobs private Debts. The Board very readily consented thereto in hopes of calming the Minds of the Creditors and convincing them of the warm Inclination of the President & Council to support the Interest of the Creditors as far as they could consistently with what they owe to their Employers. The Use You now make of that Communication is to quote to Us some Passages of that Address in order to prove that from the candid Exposition which had thus been made of the Transactions between the Nabob and his Creditors, it is most probable the Honble Court of Directors will be induced to send Us Orders much more favourable to the Creditors than those We have lately received. And therefore that it is more reasonable to expect for Us as Agents to anticipate those expected Orders & take upon Ourselves all the Consequences than for You who are immediately and personally interested to place any Dependance Yourselves on the more favourable Sentiments of the Court of Directors Letter informed - Our Opinion is just the Reverse, that is to say, We think it is Your Part to comply with the present Injunctions of the Court of Directors, and ours to conform to their further Orders when We receive them, proceeding in the mean Time agreeably to those which are now binding on Us. Those Orders tell Us that the Court of Directors consider the independant and exclusive Claim asserted by the Creditors, as derogatory to the Honor and Dignity of the Company, and that they will not suffer the Idea of such a Right to be entertained In Answer therefore to Your Letter now before Us, We can only refer You to our said Letter of the 28th September as

containing

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containing the Sentiments of the Court of Directors, which must be the Rule and Measure of our Conduct repeating our Requisition that You conform Yourselves thereto simply and unconditionally, for We cannot bargain for a Submission to their Authority in their own Settlement with their own Servants, and others equally with them bound by their Covenants neither to do or knowingly to suffer to be done by others any Damage, Suit or Interruption to the Company's Affairs or Estates which notwithstanding have been and still are much Suit & interrupted by Your late and present Correspondence and Dealings with the Nabob.

We are

Gentlemen

Your most Obed.t Hble Servts

Charles Bourchier &c.

Sct. Committee

Fort St George
22d. Novr. 1769

Altho it was agreed in the Meeting of the 18.th to give the Nabob an Assurance in Writing of the Sincerity of the Company's Intentions towards him, merely for the quieting of his Suspicions; yet as We cannot but be dissatisfied with his late and present Conduct towards Us, and the Pretexts daily formed by him to avoid entering upon the proposed Arrangement with Us, it is resolved that no Letter be now wrote to him insisting peremptorily on his coming to an immediate Conclusion, and at the same Time to give him the Assurance which he has desired. A Draft of a Letter is therefore now prepared to the above Purport, which is Ordered to be translated and entered on the subsequent Diary under its proper Date.

The Nabob having returned the Accounts &

trans.

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transmitted to him the 16th Instant and desired by his Letter of the 20th that the Account of the Expences of the War with Hyder Ally may be separated from his old Account, It is Agreed that they be again sent him, & that he be acquainted We did not mean to include them both in one Account neither are they, but that We had thought it necessary for his Information to lay before him an Account of the Charges of that War.

E D Boscawen
Jon. Du Pré
Warren Hastings.
Joseph Smith

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Received the following Letter from John Call Esqr.

To the Honble Charles Boureher Esqr.
President & Governor and the rest of
the Select Committee.

Letter from John Call Esqr.

Honble Sir & Sirs.

Having received a Copy of the Observations You have made and the Opinion You have passed on the Management of the Contract during the late War, I think it necessary in Vindication of myself who was Agent in that Branch, and for Your Information, as well as that of the Honble Court, to observe, that tho' I am sensible Your Remarks is just, as to the Impropriety of Artillery Officers and others in particular Stations supplying Draught and Carriage Bullocks for the Service of the Corps under them, yet I hope it will be allowed my Motives for such a Permission were derived from an Intention to promote, not injure the publick Service; I will therefore candidly submit them to Your Consideration.

on the Subject of the Committees Remarks relative to Bullocks furnished by Officers

Being under much Anxiety and Concern at the frequent Complaints made of the Inability of the Bullocks in General to perform the Service required of them, and concluding that the Owners who were chiefly Black People of no great Substance (for few had above 8 or 10 Bullocks and some not above two or three in the Service) had not ability to provide proper food, or else did not take Care to do so; I considered by what other Method I could get the Army better supplied after the Battle of Trinomalee before the Troops took the Field again, and having consulted those whom I concluded most capable of advising, I thought it might be the most certaine Means of getting the best Bullocks or at least Bullocks best taken Care

of

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of, to indulge the Artillery Officers and others, who were principally interested to have good Cattle with supplying Cattle on their several Departments. Nor did I do this with a View to stop Complaints, but to remedy them, and from a Desire at the same Time to throw some Advantage into the Hands of those Officers, who merited it, I mean those of the Artillery who thought it a Hardship to be excluded from such Permission and of those applied for it.

Captain Wallbank in particular who commanded the Artillery, assured me there never should be Cause for a Complaint against the Bullocks while Subsistance could be had, if the supplying of Draught Bullocks for the Artillery depended on him. On these Assurances, and the Precedent of Major Barker being allowed to contract with the Company in 1761 at Cuddalore, I very unwarily, not doubting but an Officer who valued his Character would not injure the Service or suffer it to be injured; and I must acknowledge that while Captain Wallbank lived, he (and after him Mr Monckton who was jointly concerned with him) took great Pains and Precautions to have good Bullocks, and to keep them well fed.

As all Regulations and Plans, are subject to Abuses in the Execution, I apprehend this new Arrangement by Degrees suffered the same Fate and I again acknowledge as I have done before that I take Blame to myself for having deprived many Black People of the Opportunity of furnishing Bullocks to favour many Officers who did not do the Service more Justice, but having once introduced Bullocks into the Service on the same Footing as others they brought in the next place they were entitled

to

Fort St. George 23:d November 1769—

to the whole Price allowed by the Company, without any Pretensions to the superior Quality of their Cattle, but merely because they saw in the Book of General Regulations the Contractor did not give all he received. And I am as well convinced as I am of my Existance that had they even received the whole Sum the Contractor did, the same Bullocks would have been employed, and either State would have been the same as has been so much complained of, because there certainly were Times and Situations in which they could not have been preserved in better Order owing to the Weather, Fatigue and Want of proper food whatsoever Disposition the Owners might have had to feed them well— I am very respectfully

Honble Sir & Sirs

Your very Obed.t & most hble Servt

John Call.—

Fort St George
23.d Nov.r 1769—

26 Pursuant to the Resolution at the Committee the 18.th the following Letter is now sent to the Nabob, the Draft having been read and approved at the last Committee—

Dated 26.th November 1769—

To the Nabob

To the Nabob—

Near three Months are elapsed since myself and the Committee in Person first represented to Your Excellency the Orders which We had received from the Company to settle several Matters with You of the last Importance to our common Interests, and more especially the Safety of Your Government; The Substance of which We read and explained to Your Excellency, from the Original Orders themselves. These have also been the Subject of frequent Conferences since, between Your Excellency, myself, and the Committee; in which We have repeatedly urged the Necessity of coming to a speedy Arrangement upon them

by

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bye Arguments drawn from the Necessity of the Times, the State of the Country, and the Dangers to which it will be exposed should it be involved in fresh Troubles before We are in a Condition to oppose them. But to this Time nothing has been concluded upon, the Business resting upon the same Footing as when We first began it, all our Arguments and Remonstrances having only served to produce Pleas for Contention and to breed Doubts and Distrusts in Your Mind equally unsuitable to the Union of Interests which is between Your Excellency and the Company, and the firm Attachment and Friendship which You have experienced from them for so long a Course of Years. Though We have too much Reason to attribute these Doubts and Distrusts to the Suggestions of evil minded People who find their Account in fomenting Jealousies between Us, yet as We are convinced of the Sincerity of Your Attachment to the Company, We are willing to look for some other Cause for the Reluctance which Your Excellency hath shewn to enter upon the proposed Arrangements, and Your Unwillingness to afford Us the Means of assisting You in the Support of Your own Government. And this Cause We think We see in the Terms of Our mutual Alliance; by which We are obliged to keep up a Force constantly ready for Your Service, and Your Excellency to furnish Us with the Means of maintaining that Force [constantly ready for Your Service, and Your Excellency to furnish Us with the Means of maintaining that Force] that is with Money, which no Man loves to part with. Perhaps it is owing to the different Application of these Engagements that Your Excellency hath ever found Us ready to perform our Part, even to the

Hazard

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Hazard of our Lives, and the Existance of the Company which You know hath been often on the Brinks of Ruin in Your Defence; but as often as We apply to You for the Performance of Your Part, You answer Us only with Complaints Excuses and Evasions, and when after much Difficulty, Your Excellency is at length brought to comply You seem to consider that Compliance as a Favor and Indulgence, not as an Act of Right and Necessity, and done for Your own Service and Advantage.

These Excuses and Delays have been the Cause that the Company hath so often been obliged to apply the Money designed for the Purposes of their Commerce to the Disbursement of the Charges of Your Government, by which a large Debt is now due from Your Excellency to the Company who have also borrowed considerable Sums at Interest for Your Service, which they are now unable to pay. The Discharge of this Debt is the first Article which We have to settle with Your Excellency, and this We have been in vain soliciting for these 3 Months past, not claiming it merely as a Matter of Justice but as the only Mode by which We can now be supplied with the Means of maintaining the Army, which We have in pay for Your Service, or providing against impending Dangers; our Treasury being exhausted, our Credit destroyed, and our Trade suspended by the Efforts which We have already made for Your Support. I am ashamed to repeat the Pretences by which You have hitherto eluded this Demand.

You first refused to give any Answer upon the Subject, 'till Your Account was extracted from the Company's Books, & closed to the present Time, & last

thus

that should not occasion sufficient Delay, you minded that all the Accounts that had passed between You and the Company since the Commencement of Your Alliance that is for 25 Years past, should be revised & corrected and such Errors as might have arisen thereon brought into the Account of Your present Ballance.

These Pretences You have responded by Aggravations and Reproaches yet more unjust, charging Us with the Imposition of false Accounts, with Disrespect to Your Character and Dignity, and with the Secret Design of dispossessing You of the Countries You govern, when Your Excellency well knows that if the Company had ever entertained the least thoughts of that Kind, they might have kept them, when they wrested them from Your Enemies in the Year 1759. How different was their Conduct then, from what to serve Your present Arguments You would seem now to believe, they generously restored the whole to You.

How much soever We feel Ourselves injured by such Imputations; We have notwithstanding endeavored to give Your Excellency all the Satisfaction in our Power having drawn out and closed Your General Account to the End of last August, and committed to go into the Examination of the Old Accounts with any Mutsaddee whom You shall appoint to adjust the same with Us which will be a Work of Time. We have committed also to the Separation of the Expences of the Mysore War from the present Account, and compared our present Demands to the Balance of the last mentioned Account being Pagodas 13,22,036 — 36. In Our last Consultation You desired We would wait for the Return of Rajah

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Beerbur, Your Dewan now at Arcot, whom You would summon to attend You, that You might concert with him the Mode and Terms for discharging this Balance To this also We have consented, and hope Your Excellency will take care that this may not be the Cause of new Delays. To protract the necessary Arrangements much longer will be attended with Consequences of great Danger and perhaps (which God forbid) of inevitable Ruin, as the Season of the Rains is nearly passed, and a few Days must make known the Designs of the neighbouring Powers, who have been all busily employed in making formidable Preparations, We know not with what Intent, while We have lain inactive, or busied only in fruitless Meetings, and unfriendly Altercations.

That the present Interval may not be wholly lost, We beg leave to lay before Your Excellency the Subjects which We wish to have adjusted, and as the Clearness of Your Excellency's Understanding requires no Light from the Counsels of any Muttasedees We request that You will take these Matters into Your immediate Considerations, and enter into the Discussion of them with Us, so that at the Arrival of Rajah Beerbur every Thing may be finally concluded at once between Us.

For the better Understanding of these Matters We have distinguished them under six different Heads and have sent them drawn out in a separate List enclosed.

Though it is superfluous to make any Remarks on any of these Articles, the Propriety of which is equally clear to Your Excellency as it is to Us, Yet We

Sirs

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find it necessary even upon this Occasion to obviate the Misconstruction which Your Excellency may be inclined to put upon these Instances of Our Zeal for Your Welfare as well as our Attention to the common Cause in which We are embarked.

It hath been intimated to Us by Your Excellency that We have no Claim upon You but for the Performance of Your Engagements, and that the Care & Administration of the Affairs of Your Government are Your own immediate Concern, in which We have no Right to interfere. This would be strictly true if Your Excellency had punctually performed those Engagements and to give You the strongest Demonstration in our Power of the Conviction with which We feel and acknowledge this Truth, and of the fair and honest part which We take in Your Concerns: We solemnly declare that if You will discharge the Debt due from You to the Company, and clear the British Nation of all their just Demands on Your Excellency, We will instantly withdraw Ourselves from all Concerns in Your Government recall the several Troops if You desire it, that We have stationed for Your Service in Trichinopoly and Your other Garrisons and wash our Hands for ever of Your Country and State, unless You shall on any Occasion desire our Assistance, which We shall be ready to give from Motives of pure Friendship, grounding all our Proceedings from that Period on such new Terms as may be then agreed upon between Us.

But as so desireable an Event seems not likely to take Place immediately: as the Company have a large Risk in the Province of Carnatick, by the Debt

Fort St. George 26. November 1769.

due from Your Excellency, but the Sums lent to You by the English Subjects residing under our Protection: and as they are besides under Engagements as Your Original and only Allies to defend Your Person and Government against all Invaders; They have a Right and it is Our indispensable Duty, to consult with You upon the Measures by which the Country is to be supported in which We have so large a Property at Stake upon Your Account; to assume Ourselves of the Means by which Your Excellency may propose to assist Us in the Support of any War in which We may be involved for Your Defence, that We may not be left destitute of Resources when it shall be too late to recede; and to concert with You the necessary Regulations for constituting such an Oeconomical and political System as the Maintenance of the Ends of our mutual Alliance render necessary to the Safety of both. We desire You will consider all our Advices and Remonstrances as tending only to these Ends, and repeat our solemn Assurance that We have, and wish no other. This Persuasion will effectually remove all future Uneasiness and Discontent from Your Excellency's Breast, & the Cause removed, the Effects will also cease, in the Restoration of that mutual Confidence & Harmony which ought to regulate all Our Proceedings.—

This Statement of the Relation at this Time subsisting between Your Excellency & the Company I have thought it necessary to give You as a Guide for our future Transactions, & as a Justification of the Conduct which We, the Servants of the Company have hitherto observed towards Your

Excellency

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Excellency - If I have made Use of any Expressions which may appear hard or improper You will be pleased to read them as the Language of Friendship which is above the Refinements of Compliment & of Necessity admits Clearness, Strength & Precision -

One thing more I desire Your Excellency to bear in Mind, that the Time grows every Day more critical both to Your Affairs and Ours, and that no Compliance readily given is doubly given, but exceeded by Importunity and Perseverance is not given at all -

Came in the following Letter from the Select Committee at Fort William -

To the Honble Charles Bourchier Esqr.
President &c. &c. Members of the Select Committee
at Fort St George

Letter from the Select Committee dated Ansg and enclosing Copy of the Letter received from the Company regarding the Trade -

Gentlemen

The Honble the Court of Directors having in their Commands of the 17th March last, desired Us to correspond with Your Board on political, and all other Matters of Importance requiring Secrecy; We think it necessary to acquaint You as early as possible with the Intelligence We have received from their Secret Committee relative to the great Military Preparations of the French Nation in India, &c. for Your ample Information on this Coast, We have the Pleasure to transmit You herewith, Copy of a Letter We have received from the Secret Committee Vizt Bombay, under Date the 1st April last - We make no Doubt but You will give us the most early Advices of every Occurrence on the Coast, which You may judge worthy of Communication, as we shall not fail to observe that Conduct towards You -

We

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We are with great Esteem

Gentlemen

Your most Obedt & Hble Servants

Harry Verelst

John Cartier

Richard Smith

Richard Becher

James Alexander

Fort Williams
the 12 October 1769

27 Wrote the following Letter from the Nabob

Dated 27th November 1769

To the Nabob

I have received Your Letter informing me that You had returned the Accounts transmitted to You, as there was no Necessity at present for joining the Expences of the Mysore War to Your own Account, which Account alone You desire may be sent to You.

It was not my Intention when I sent You the two Accounts to include them both in one, having agreed for the present to suspend those of the Mysore War. It was only for Your Information that both were sent to You, drawn out and closed separately, tho for Convenience they were bound together, and went under the same Seal. I have therefore returned them in the same State, and Your Excellency will be pleased to understand them as two separate Accounts, or separate them in any Manner You think proper.

He has not returned them

I must take the Liberty to remind You of the Letter which I wrote some Time ago concerning Your private Creditors, to which I have not yet been honored with an Answer. This gives me the more Uneasiness because I hear that Your Excellency hath sent Word to Mr Johnson, the Person who has the Charge of the

Accounts

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Accounts of the Creditors, that you have a Sum ready for the next Payment. By this and other means, the Opinion of Your Resolution to pay the Demands of Individuals to those of the Company, is become so prevalent in the Minds of all Men that some of Your Creditors have in public Letters to the Council intimated Your having such a Sum of Money in readiness, and use it as an Argument for not complying with the Company's Orders. In this Time of Danger threatened by the Armaments of all the Powers around. In this Time of the Company's Distress, occasioned by Want of Money, by want of Credit, and by a heavy Load of Debt contracted in Support of the late War, which is well known to You, It is hardly credible, however true, that Your Excellency should thus excite the Company's Servants and others who owe them Obedience to join You in opposing the Arrangements for the General Safety. But what renders this Conduct still more alarming is that Your Excellency in a late Conference with the Committee clearly understanding, what You had not before comprehended, expressed Your Concurrence with the Propositions. Made so often made, and then repeated with respect to the Payment of Your Debts, to which Propositions the Intimations given by the Creditors & Your Message to Mr Johnson is a direct Contradiction. I therefore most earnestly request Your Excellency to favor me with a speedy Answer upon the Subject of my Letter above mentioned.

Mr

Fort St. George 2d December 1769.

At a Committee Present

Saturday 2d December

Charles Bourchier Esq Governor President

Josias Du Pré Warren Hastings

Brigadier General Joseph Smith

Read the following Letter from the Nabob

From the Nabob Dated & received the 27th Nov. 1769

To Day, being the 27th November, I send You on Account of my Engagement of the first of next Month the Sum of Pagodas sixty five thousand. From the beginning of the Month of July, to the End of December Six Months Kists at the rate of sixty five thousand Pagodas a Month, amount to Pagodas three Lacks, and ninety thousand, which Sum, notwithstanding the Country's having been ruined, and the various Uneasinesses I have laid under, (by Loans and other Means) has been paid to the Company, in Advance every Month, in the Space of four Months, and twenty seven Days — I do not mention this by way of boasting, but as proceeding from the greatness of my Friendship for the Company — for the good of whom (as on them rest my Hopes of Benefit & Advantage) — whatever else may be in my Power also shall be exerted, in the highest Degree —

The 11th July is the Day stipulated for receiving the Sayer or Peishcash; since which, there is now a Period of five Months elapsed; but notwithstanding the flourishing and peaceable State of that Country, and the great Sums of Money there are therein, I have not yet heard any Mention of the receiving thereof. Had I had this Money, agreable to the stipulated Time, and paid it to my Creditors there would have been an Abatement

of

Fort St. George 2d December 1769

of Interest for, so much Time, as has since expired, or, had the Governor, and Council taken it, my Ballance to the Company, more than five Months ago, would have been lessened — The same, with regard to three Amount of the Rees &c.a suspended the English Army, with, from their Hegyra 1180 (or the Christian Era 1767) the Value of which hitherto proved, & proved before Mr Mackay, On Examination, Evidences & Oaths amounts to One Lack and Seventy three thousand Pagodas now laid this Sum, being paid to the Creditors, agreable to my Engagement, the Interest, due to them would have been Suspended, or had the Company, received it, a Reduction, in my Ballance to them would have taken place, some Time ago — The Sum of 10,000 Rupees also, on Account of Army, the Term of Payment of which was the 11th. of July, has not yet been received, altho the said District has remained, in Peace & quiet, besides, contrary to Engagement, + he has built a Large Brigade Wall round his Dwelling House and Sepoys — which I mention that You may be acquainted with it — As the Company's Affairs, and mine, are One, I have the firmest hopes from Your Favor, and Friendship, that I shall be no Loser of Interest, on the Treasure Money &c. for any Distress for Money makes it necessary, I should look unto every Port Town —

suspended to man the Army &c.

+ 111

What can I say more?

To which the following Letter is now wrote in Answer —

To the Nabob

Dated 2d December 1769 —

I have the Pleasure to acknowledge the Receipt of Your Excellency's Letter of the 27th November which accompanied the Sum of sixty four thousand Pagodas in full of the December List for which Your Account is duly

duly Credited. This Sum together with the other Payments from the beginning of July amounting to three Lacks and ninety thousand Pagodas, Your Excellency are pleased to inform me You have paid in Advance every Month, out of the Greatness of Your Friendship for the Company notwithstanding the great & various Difficulties You are under. As the Company and their Representatives ever have, so they ever will sincerely acknowledge not only every Act of Friendship but also every intentional Friendship on Your Part. This being the Case, I hope Your Excellency will not think I mean to cavil at Words, when I remark that Your Excellency says this Money has been paid in Advance in Matters of Account every Expression should be clearly understood by both Parties — If the Sum so received be placed to the Credit of Your Carnatick Account, in that Case the Rents of the Company's Lands (first let to Vencatachetum & then transferred to Nazeab Cawn) for which Your Excellency has taken upon Yourself to be answerable & which have been long in Arrear, will still continue so. And if the said Sums be applied in discharge of the Arrears of those Rents, then the whole Sum the Company will have received from You in the Course of the present Year towards defraying the Current Expences of the Troops & Garrisons in the Carnatick will amount to about half a Lack of Pagodas, and this at a Time when the Ballance of Your Carnatick Account (exclusive of the Charges of the Mysore War) amounts to above thirteen Lacks of Pagodas part of which was advanced for You Years ago — Upon what Grounds then can Your Excellency think that the Money you have lately paid me has been paid in Advance

I am truely concerned that the Tanjour

Pusheash

Fort St. George 2d December 1760

Purrecarh is not yet paid, and that the Army's Money is also in Arrear, But much more so for the Cause of these Arrears Pretences without Number are never Wanting to colour the declared Motives to every Act, whilst the real Motive is either Denied or concealed. Is there a Tributary throughout the Mogul Empire, who voluntarily pays his Peishcash to his Superior, at a Time that he thinks the Power of that Superior declining, and not sufficient to compel him: if there be any such the Instances are rare! Ill Apply the Maxim to the present Case the Cause of the Tanjour Arrears will be obvious. The Great Opposition which Your Excellency made to the late Peace with Hyder Ally. The great Opposition You have made to our Subsequent Arrangements, and particularly the great Opposition you have supported against all the Measures proposed since the Receipt of the last Letters from the Company, cannot fail to inspire all Your Neighbours and Dependants with Hopes that a Separation of Interests between Your Excellency and the Company (which God forbid) is not far distant. I have thus thought it expedient in the present critical State of Affairs to open my Thoughts to You, the Duty I owe to the Company, and the Great Friendship I bear to Your Excellency will not permit me to suppress them. There are two Roads open before us the One leading to ruin, the other to Prosperity, all the while Your Excellency's Conduct We have been advancing very fast to the former, 'tis not too late to turn into the latter, the Choice lies in You In respect to the Interest on the Tanjour Peishcash whilst Your Excellency's Affairs with the Company remain upon the present Footing it will not be in my Power to apply any remedy - To the Grain Account

I

Fort St George 2d December 1769

I cannot as yet make any reply, many Depositions it is true have been taken, but the other Parties must also be heard when it is done. I shall inform You of the Result, till then to name the Sum of One Lacks and twenty three thousand Pagodas, as so much withheld to Your Prejudice, is premature.

The Nabob having in his Letter of the 24th Ult.o entered in Country Correspondence N.o 321 enclosing Copies of Letters from his Son at Trichinopoly and Atchena Pant otherwise called Rajah Beerbur complained of the Disturbances committed by the People of the Balaghaut, the following Letter is now wrote to the Nabob in Consequence.

Dated 2d December 1769

To the Nabob,

I have the Honor to acknowledge the Receipt of Your Letter of the 24th November with the Papers enclosed, which You inform me are sent that it may not be said by and by I was not acquainted with the Matters therein contained which I observe. The Grievances You mention might be easily remedied if Your Excellency would shew a sincere Desire to apply the proper Means. It is usual when any Person is called upon to adjust in the redressing of Grievances, that such Person should have the means of being minutely informed, not only of the Facts, but of the Causes, otherwise the adverse Party may deny the Justice of the Complaint, and there the matter must rest. If I were to send but a single Horse to enquire concerning the particulars it would be sufficient to awaken Your Jealousy, & draw on me the Imputation of interfering in Your Government; all therefore that I can do is to acquaint the Allys are Vaquil with what You relate to me. He tells me quite a different Story. Your Excellency will not be offended if

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if I observe that I do not look upon every Letter that may come to You from one interested about you, who perhaps may be the Aggressor, as a Matter related by Yourself. Your Servants know full well how averse You were to peace, the Pains you have taken to publish that Aversion to the World and Your Enmity to Hyder Ally Cawn, and will not fail to impute every Theft on the Frontiers, and every Villainy of the Polygars to the Protection and Instigation of Hyder Ally Cawn. But supposing the Case were as it is related, supposing it even worse, it would not surprize me that such things should be, whilst You act on Principles so inconsistent with the Profession of Peace. It rather surprizes me that worse Effects have not followed from such a Conduct. It is true that a Treaty of Peace hath been concluded between Hyder Ally Cawn and the Company, which had for it's Object on their Part the Tranquility of the Carnatick. It is true also that Your Excellency as Nabob of the Carnatick, hath the Chief Concern in this Treaty, the Company none but what they derive from the Union of their Interests with yours, yet they are the actual Principals in this Treaty, to which You have refused even the Sanction of Your Name, after having empowered me to conclude a Peace on Your Part. How is Peace to subsist on such a Footing? I am told, I know not how true, that out of a sincere Desire to confirm the Peace and open a friendly Correspondence and Intercourse with You, Hyder Ally Cawn some Months ago, sent to You or to Your Son Ummdatul Omrah, a Complimentary Present, such as is usual between Persons of high Dignity, but that You have not to this hour made any Return, as is the Custom. This if it be true added to Your repeated Declarations

respect

Fort St. George 2d. December 1769

respecting the Peace may accompt for coldness & backward-
-ness on the other Part to punish the Excesses of the Inhabi-
-tants and Polly gars on the Frontiers. The Remedy is in
Your own Hands, it is in Your Power to establish the Peace, or
to weaken it, what rests with me is entirely Negative, that is
to say, I will not if it can be avoided plunge the Company
into another War.

I Read the following Letter from Ruccun-Ud Dowlah
Rec.d the 26th November 1769

From Ruck-ud-Dowlah

I have had the Pleasure to receive Your friendly
Letter - "You desire me to inform You of what has been given
"to the Servants of the English Company, either by his Hugh-
-ness or me, as it is necessary for You to advise the Company
thereof" - Now, altho it is not very necessary to mention
these Matters, which in Friendship, are customary to make
to those who act as Negotiators (as You are probably ac-
-quainted) yet as You desire it, You will see, in a separate
Paper inclosed - what has been given by his Highness &
me to the Servants of the English Company, agreable to
which You will advise the said Company, and tell Them
I have the Pleasure of saying You will ever let me hear
that of receiving Letters, from You, advising of Your health
What can I say more?

In Ruckun-ud-Dowlah's Hand -

In ready Money not a Rupee has been given
& what is mentioned in the Liste enclosed is usual, & customary
in Friendship. Set Your Friendly Mind at Ease, respecting
other Matters.

From the Time of General Caillaud's coming to Cuttack
then at Hydrabad, to that of Mr. Ardley's taking Leave
at the Encampment at Pittore, what has been given by
His

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Highness's Leave to the Servants of the English Company is as follows.

To the General

From His Highness
The Day of paying his Respects
a Jeaga of precious Stones

From Me
A Jeaga of precious Stones
a Dress of four Cloths
a Horse and an Elephant

The Day of taking leave
a Jeaga of precious Stones
a Dress of four Cloths and
an Elephant

To Mr Straacy who came with the General

From His Highness
a Dress of Four Cloths

From Me
a Serpeach of precious Stones
& a Dress of four Cloths

To Colonel Smith

From His Highness
The Day of paying his Respects
A Jeaga of precious Stones

From Me
a Jeaga of precious Stones

To Colonel Tod.

From His Highness
a Jeaga of precious Stones

From Me
A Jeaga of precious Stones

To Mr James Bourchier

From His Highness
The Day of paying his Respects
A Jeaga of precious Stones

From me
A Jeaga of precious Stones

To Mr Ardley

From His Highness
The Day of paying his respects
a Jeaga of precious Stones
The day of taking leave
a Jeaga of precious Stones
a Dress of 4 Cloths and an
Elephant

From Me
The Day I our Meeting
a Jeaga of precious Stones
The Day of taking Leave
An Elephant with a Howdah
& Horse & two Muscheals

To

Fort St. George 2d December 1769

See Mr. Stracey, who came with Mr. Ardley.

From His Highness

A Serpache of precious Stones &

A Dress of four Cloths

To Mayor Fitzgerald

From His Highness

A Dress of four Cloths &

an Elephant

From Me

A Serpeache of precious Stones

A Horse

To the Counsellors of Madras sent with Mr.

Ardley

From His Highness

Seven Dresses of four Cloths, in each

& Seven Jeagues of precious Stones

The foregoing Letter together with the Information received from General Smith & also Mr. Wynch confirm Us in our Opinion that no Sums of Money whatever were ever paid by the Soubah or his Ministers, to any of the Gentlemen concerned in the Negotiations with him.

Read the following Letters

To the Honble Charles Bourchier Esqr.

President & Governor and the Gentlemen

of the Select Committee

Honble Sir & Sirs

Letter from Major Ely

submitting his Concern the Nabob's Bonds to the Company's Determination

It is with the greatest Concern I hear that Methods have not yet been fallen upon to adjust the future Mode of Payment of the Nabob's Debt to his private Creditors that might have been satisfactory to You, and have also been equitable to the Creditors. As I have not attended their Meetings, I am not fully apprised of what has already past.

But have now to inform You, that I have a full Reliance on the Company's Justice, and therefore ac-

quiesce

Fort St. George 2d December 1769

acquaint to their Demands signified to Us by Your Letter as far as my Power extends in full Reliance that You will procure the just Payment of my Share of the Debt and settle some Mode of having the Interest regularly paid, in the mean Time I have the Honor to be with the greatest Esteem

Honble Sirs Sirs

Fort St. George
25th Nov 1769

Your most Obt Hble Servant
John Eloy

To the Honble Charles Bourchier Esqr
President & Governor & the other Gentlemen
of the Committee at Fort St. George

Letter from Mr
Sundon
to the same Respond

Hon Sir & Sirs

When the Directions of the Honble the Court of Directors, concerning the private Creditors of the Nabob, were imparted to them, considering them, as founded on misinformation or misunderstanding of the manner of the Nabobs making his Payments to his Creditors, and that a true State of the Case had been transmitted to them in the hope of more favorable Orders, I determined to wait their further Pleasure should be signified, and to conform thereto: in the mean Time to assist for the public Welfare, as far as my Circumstances might permit, in which I flatter myself, I may, without Impropriety, say, I have always done, But as such Delays in conforming to what hath been required, may carry with it a want of Confidence in my honorable Masters, I take leave to trouble You with this Address, to acquaint Your Honor &c that with the greatest Dependence on their Justice, I shall readily consent to such Mode of Payment as Your Honor &c may settle with the Nabob

I am with the greatest Respect

Honble

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Hon'ble Sir & Sirs

Your most Obed.t humble Servant

Fort St George
30th November 1769.

Frances Jourdan.

To the Hon'ble Charles Bourchier Esqr.
President & Governor & Council
of the Select Committee

and from Mr. Adams

Hon'ble Sir & Sirs

In Obedience to the Orders of the Hon'ble Company, I hereby submit my Concern in the Nabob's Debt to such Settlement as You shall adjudge most conducive to the Public Good. It may not however be improper to signify to the Hon'ble Committee, the Motives that have hitherto induced me to delay claiming the Protection of the Hon'ble Company. The Property I have in the Nabob's Lands was by verbal Agreement actually sold some Months ago. Unforeseen Events having since arose, and as the Agreement was never reduced into Writing. The Purchaser has thrown out such Obstacles as have till this Period deprived me the Liberty of acting. These Circumstances I have to be strictly true, and beg leave to claim that Protection granted by the Hon'ble Company to others of the Nabob's Creditors, being fully convinced that the Hon'ble Committee will embrace every essential Measure for the Security of the principal due to Individuals (relying on the Company) as also the Payment of the Interest as it may become due.

I am with respect
Hon'ble Sir & Sirs
Your most Obed.t Hble Serv.t
Reynold Adams

Fort St George
2d. December 1769.

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Agreed that the two Gentlemen have the same Indulgence, when others in the like Circumstances

E. Boscawen
Jno. Du Pré
Warren Hastings
Joseph Smith

197 Fort St. George 8.th December 1769.

At a Committee Present

Friday
8.th Decem.r

Charles Bourchier Esq.r Governor President
Josias Du Pre — Warren Hastings
Brigadier General Joseph Smith

The Board having in their Resolution taken up
Consultation the 4.th Instant referred the Letter addressed
by the Nabobs Creditors to his Son and which is enter-
ed in the Appendix of Letters received N.o 1 to 82 to this
Committee, to be forwarded to the Nabob either simply,
or with such Remarks as the Committee may think proper
to make thereon, a Draft of a Letter to the Nabob is there-
fore now read as entered in the subsequent Diary, to be
sent with the abovementioned Letter from the Creditors

C.r Bourchier
Jos.s Du Pré
Warren Hastings
Joseph Smith

190 Fort St. George 9th. December 1769.

Pursuant to the Resolutions of the Committee of Yesterday the following Letter is now sent to the Nabob with that from the Creditors to His Hon.r

To the Nabob

Dated 9th. December 1769.

Within these few Days a Letter has been received by the President & Council addressed to them by several Persons who have subscribed it for themselves & others as Your Creditors, in which Letter is inclosed a Translation of a Letter addressed to them by Your Son Mahabut Omrah Bahauder dated the 11th. of Regob in the present Year of the Hegerah 1183. also a Letter from the said Creditors to Mahabut Mondahut Omrah Bahauder in Answer thereto dated the 4th. Day of this present Month of December, which last mentioned Letter the said Creditors requested the President & Council to forward to You.

11th March 1769.

All tho' it be derogatory to Your Honor and in other Respects highly improper that such a Kind of Correspondence should subsist between Your Excellency (for I consider the Letter of Mahabut Mondahut Omrah as Yours) and the Servants and Traders in this Settlement nevertheless upon this fourth occasion the President & Council have thought proper to transmit the Creditors Address to you, and therefore I herewith send You the Original under Cover to Mahabut Mondahut Omrah, & beg Leave for Your Observation to make a few Remarks as well on the Letter to the Creditors, as on their Answer.

The most remarkable Passages in the Letter to the Creditors are those wherein they are informed of the pressing Instances of the Select Committee to obtain Payment of what is due to the Company, in Reference to That

199 Fort St. George 9th December 1769

Altho the Select Committee in many Letters and Conferences had forbid You to pay any Money to the Creditors conformable to Your Agreement, yet that You had paid them last Visit as a Proof of Your Desire to perform Your Engagement.

It is certain that upon the Receipt of the Company's Orders, I did communicate their Sentiments to You very clearly, It brought also that I had requested of You not to pay any more Money to the Creditors, until We could agree on some general Plan & Arrangement for the Security and Payment of the whole of Your Debts publick & private, and I then thought You understood my Request and assented to it, nevertheless when I took the Liberty to represent to You the Impropriety of Your paying that Visit after what had passed between Us, and before any thing had been concluded or even discussed, Your Reply to me was that You did not understand my Request as extending against the Payment of that Money to the Creditors. I am glad now to find enough for, as Proof that You did understand me but chose to do the Contrary, because on this Proof will rest my Justification to my Superiors. Upon this Article I shall beg leave to make but one Remark more, and it is on the Word forbid a Term which the Respect I bear to Your Dignity will never permit me to use. It is true I have more earnestly requested, and still repeat my Request in the most solicitous Manner that You will give the Preference to the Company in the Payment of what is due to them.

The next Matter I beg leave to take Notice of in the Letter to the Creditors is the Proposal to them to be satisfied with receiving the Interest on the Sums due

due to them without any Part of the principal for Six Seven Months, in which space of Time You propose of Peace be preserved to pay off the Ballance due to the Company amounting to Thirteen Lacks and some odd Thousand Pagodas, and in another Place in the said Letter it is said that after clearing off the Ballance due to the Company you will use Your utmost Endeavours to discharge what is owing to the Creditors according to the Deed of Assignment.

Considering the State of Yours and the Company's Affairs which ought to be one, the regular Payment even of the Interest on your private Debts is a great Effort the Proposal however appears to me so equitable that I think no reasonable Man can object to it, indeed its amazing that there should exist a Man who would not gladly accept to it, yet such there are, what further strikes me on this Subject is that the Term proposed for so allowing Interest and clearing off the Company's Balance is limitted to Sixteen Months, and that Ballance is said to be thirteen Lacks and odd thousand Pagodas. The above mentioned Ballance I hope Your Excellency means to clear off in less than two Months agreable to the Promise You lately made me, besides which Ballance Your Excellency remarks that there is a further Sum of about Fifteen Lacks of Pagodas due to the Company for what they have expended on the Cole War, and is as much a Debt chargeable on Your Excellency, & the Corporate as any other Sum expended in Defence of the Commonwealth. It is true the President & Council have recommended to the Company to bear a Part of that Charge, but should they consent to do so, and take on themselves even so large

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a Share as one third, still there will remain ten Lacks of Pagodas to be paid by Your Excellency on that Account. In my humble Opinion therefore it would have been better if Your Excellency had thirt clearly explained this Subject and proposed to Your Creditors to be satisfyed with receiving their Interest alone until You should have entirely cleared off all the Sums due to the Company.

Having thus taken the Liberty to make the foregoing Remarks on the Letter of the Nabob Condeteul Omrah Behauder to Your Creditors, I will now with Your Permission communicate to You what occurs to me on their Reply which is herewith sent to You. The Sum and Substance may be divided under the following Heads

1st That they cannot agree to accept of the Proposal to receive their Interest only, for the Space of 16 Months.

2d That they will agree to such an Arrangement for the Payment of Your Debt to them as Your Excellency and the Company's Representatives may settle, provided such an Agreement be agreable to them & that they thereby obtain a certain Security for the Payment of the said Debt.

3d That if by the Arrangement to be made between Your Excellency and the Company's Representatives they do not obtain such Surety and Certainty of Payment in that Case they will not assent thereto, but call upon You to fulfill the Agreement You made with them the 1st January 1767.

Upon the first Article I have already given my Opinion respecting of the Proposal.

In the Second Article it must be confessed that the

Fort St. George 9th. December 1769

the Creditors have in their most extraordinary Effort of Generosity and Condescension. I take it from Your Excellency, and it appears to me to be the genuine Truth that the Security they now have is very precarious. A War with France, perhaps not far distant may deprive them of it totally. An Army of Marattas, of which this Province is every Year in Danger may leave them their Assignment but deprive them of Revenue. Another War with Hyder Ally which Your Excellency seems not very solicitous to prevent would not leave them in a better Condition than the Marattas, and most assuredly worse unless the Company should again resque their Estate in Defence of what they call their Security. Troubles of any other kind by Enemies or by Dearths may frustrate their Hopes. This Shadow of Security they will condescend to suspend in Consideration of — what? something that carries with it a certain binding Security for the Payment of their Property but to You. But what can that something be? they already have Your Bond and they have been told that they shall have the Company's Protection and Assistance, after the Company's Ballance is cleared, beyond this what do they desire? The Company's absolute Security or that of Sowars? the first I am not empowered to give. And if Your Excellency cann give the Second, I request it first for the whole of the Debt due to the Company.

In the third Place if such Surety or Certainty of Payment be not given them, then they call upon Your Excellency to fulfil Your Engagements of the 1st. January 1767. and Your Promise in Your Letter of the 4th August last.

Far be it ever from me to advise Your Excellency even by the most distant Insinuation not to fulfill a

Your

Fort St. George 9th December 1769

Your Engagements, on the Contrary, I have on every Occasion requested and do now most earnestly repeat my Request that if Your Excellency hath any Resources by which You may be enabled to discharge Your Debts both to the Company, and to Your private Creditors, You will exert every Power to accomplish it, Your own & Your Family's Security, The Property of the Company and the Happiness of Individuals depend upon that Event

But here I must beg leave to remark to and prove to Your Excellency that Your Engagements to the Company are prior to any You have entered into with the Creditors and to say something in support of the Claims of Preference which I make on behalf of the Company. Were I to enter at large into the Reasonings that flow from the Relation between the Superior and the Dependant — the Protector and the Protected the State and the Individual, the Arguments crowd on me in such Abundance, I should find no End, I will pass them all over and speak only to that Engagement of the 1st January 1767 which Your Creditors call upon You to fulfill. I will forbear at present to recall to Your Remembrance any particular Letters, Negotiations or Agreements made with You since the Commencement of Your Connection with the Company, I will only request of You to trace back the whole, and there determine in Your own Mind whether the Company have not a Claim preferable to all other Claims upon every Foot of Land, and every Place under Your Government as a Security for the Repayment of the Charges they are at, in protecting and defending that same Land and particularly permit me to ask whether

when

when the French had dispossessed You of the whole in 1758, and when afterwards the Company reconquered the whole and restored the whole to Your Management I say whether it was not so restored to You subject in the first Place to the Payment of what they had expended in the Reconquest, and should further expend in the Protection and Preservation thereof, if this be a true State of the Case which I think will not be disputed, then it follows that the Company have a prior Claim to any other upon every Part of the Carnatick which they restored to You, and Your Honor stands pledged to them in the first Place for the Reimbursement of what is due to them —

Having thus clearly stated that Your Engagements to the Company were prior to those which the Creditors claim the Performance of, and as I think established the Company's Right to a Preference, lest my Motives should be misunderstood, I must beg leave to inform Your Excellency that how great so ever my Solicitude has been and is, to obtain from You the Discharge of the Debt to the Company in Preference, to that of Individuals, I am equally anxious that the Debt to those Individuals be also paid in due Time. As a Man I feel and interest myself for my Countrymen, But as the Representative of the Company and in that Character representing the Nation, I am in Duty bound to protect the Property of the Subjects of the King my Sovereign, not on Account of their Clamours as some amongst them may vainly think, but because the Wealth and Property even of the Worst Subject of England is the Wealth and Property of England —

I

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I have thus explained to Your Excellency the Principles on which I act, permit me now to convince You that far from having given the Company hitherto the Preference, to which they are thus entitled that Preference has been given to Your private Creditors. On the 1st of January 1767 Your Debt to Your private Creditors was near twenty three Lacks of Pagodas (Lacks 23) I speak in gross Sums to avoid Fractions. Since that Time they have received From You on Account of the principal and for Interest about 10 Lacks and a Quarter (10¼) of Pagodas and the principal Debt now due to them is reduced under Eighteen Lacks (18) of Pagodas so that they have received of their principal besides Interest about five Lacks (5) of Pagodas. This is the State of the Creditors Account, permit me now to enquire, what has been done for the Company. Upon Reference to these Accounts, which have been delivered to You, it will appear that the Ballance now due from You on Your own particular Account for the Current Charges of the Carnatick amounts to thirteen Lacks and twenty odd thousand Pagodas (1322036) on the 1st May 1767 the Ballance due from You was nine Lacks, thirty Eight thousand and odd Pagodas (938347) so that by comparing the one with the other, it will appear that far from receiving one Dawm from You in Abatement of Your Debt in May 1767 You have not even defrayed the Current Expences of the Carnatick if the Company have actually since that Time advanced for You above three Lacks and eighty thousand Pagodas (383689) to which if We add the Charges of the Mysore War being at present above fourteen Lacks and an half of Pagodas (14½) it will prove an incontestable Fact

that

Fort St. George 9th December 1769

that in Addition to the old Debt the Company have advanced above Eighteen Sacks of Pagodas (18) for the Protection of the Carnatick whilst Your private Creditors have been receiving out of the Revenues of that same Carnatick above ten Sacks and a Quarter (10¼) of Pagodas. Since then no Preference has thus hitherto been given to the Creditors, if the Company stood only on equal Footing with them in common Justice a Preference should now be given to them. A Preference the Company insist upon, and therefore in their Name I now repeat their Claim and request Your Compliance.

Received the following Letter from the Select Committee at Fort William.

To the Honble Charles Bourchier Esqr.
President & Governor &c. Gentlemen
of the Select Committee at Fort St. George

Gentlemen

Letter from the Select Committee at Fort William &c.

We have been favored with Your Letter of the 11th Ultimo enclosing the Intelligence You received from the Secret Committee of the Honble the Court of Directors under Date the 1st April last, which We find to be an exact Copy of their Letter to Us, which We had the Pleasure to transmit to You in Our Letter of the 12th October a Duplicate whereof now waits on You.

You may be assured We shall give You the earliest Intelligence We may obtain of the Motions of the French on this Side of India. Nothing has yet reached our Knowledge worthy of being communicated to You.

We are

with great Esteem

Gentlemen

207 Fort St. George 9th. December 1769

Gentlemen

Fort Williams
9th. November 1769

Your most Obedient humble Servts

John Carnier
Richard Smith
Jas. Alexander
Charles Floyer

Monday
11th. December

At a Committee Present

Charles Bourchier Esqr. Governor President
Josias DuPre Warren Hastings
Brigadier General Joseph Smith

The Committee at the Nabob's Desire having met him this Day at the Garden House, the Discharge of the Sums he owes the Company was the Subject of the Conference. The Demand on our Part was the Discharge of the Ballance of his Account to the 31st. August last, being thirteen Lacks and twenty odd thousand Pagodas, at as very short Terms, Viz: two or three Months, according to his Promise, and the Adjustment of Ways & means for the Payment of the Charges of the Mysore War. The Nabob offered to pay it off in Sixteen Months, which We rejected: then he proposed twelve Months, to which We would not assent, at length he promised to do it in six Months, to which We also objected, until the Terms of Payment for the Charges of the Mysore War were settled. The Result of the whole (after four hours warm Debate, in which every Argument on our Part, which had been used fifty Times before was repeated and every Subterfuge tried on his Part) was that he would pay Us twenty five Lacks of Pagodas in Eighteen Months, if the Country continued in

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Fort St. George 11th December 1769

Peace, of which thirteen Lacks & an half fix Months, and of them five Lacks before the End of January, and the Remainder in twelve Months from the Expiration of the said Six Months. We would have proceeded to the settling of the Suits and other Considerations relative to the private Creditors, but the Nabob desired that the Conference might here break off being fatigued and indisposed.

Letter from Messrs. Boswell, Cuthbert, De Castro, George Smith & Ross received this Day read as follows.

To the Honble Charles Bourchier Esqr.
President & Governor &c. &c. Members of the
Select Committee.

Honble Sir & Sirs

We had the Honor to receive Your Letter of the 22d past; & communicated the same to the Creditors.

We are desired by them to acquaint You, that the Circumstances which You mention in regard to Your Letter of the 30th September to the Trustees, and the Receipt and Division of the Money therein specified, do not seem to have been truly represented to You; and as it is not for that their Cause here, should suffer still further than it seems to have done at home from a Want of due Information or Misapprehension of material Circumstances, they think it a Justice which they owe to themselves, in their Collective Capacity, whatever may be the Conduct of Individuals, that such wrong Impressions should be removed.

We have it therefore in Charge to inform You that they are entirely at a Loss to conceive, how the Payment made by the Nabob to the Trustees, on the 29th Sept. could be unexpected. These Gentlemen had on the 15th of the preceding Month, Reported at a Meeting of the Creditors

Fort St. George 11th December 1769.

Creditors, that they had in the same Day represented to the Nabob, in a particular Manner, the Grievance of the Creditors from the long and extraordinary Delay of his People, in the Remittance of the Rents & Revenues, and that they had obtained the most express and positive promises from him, that he would pay them (in lieu of so much of the late Deficiencies) Two Lacks of Pagodas, exclusive of the Tanjore Peishcash, in three Payments - to wit

At the End of September ---------- 60,000
At the End of November ---------- 60,000
& at the End of December ---------- 80,000
Pagodas 200,000

This Report being delivered by the Trustees (from Memorandums which they read, and seemed to have been taken down from the Nabob) gave Satisfaction to the Creditors; and before the Meeting broke up they received a Letter from his Excellency which they immediately produced & hidden plained at the Meeting, in which the same Promises were found to be fully confirmed. How the first Payment then, so recently & expressly promised by the Nabob himself (meeting with no impediment) could be unexpected the Creditors are utterly at a loss to conceive.

And in regard to the Receipt and Division of that first Payment, it is proper to premise, that there was no Meeting of the Creditors after that, before that summoned by the Trustees on the 2d. of October; to communicate Your Letter of the 23d. of the former Month, & at which a greater Number than usual had attended, on the Report of that Letter. The Meeting was opened by the reading there of, and after the Sense and Opinion of the Creditors was taken, a Special Committee was appointed to prepare an Answer

for

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for the next Meeting —

After this Business was dispatched, the Trustees reported, that the Nabob had made Payment to them, according to his Promise; & it was unanimously Agreed that it should be paid to the Creditors. —

The Meeting was then adjourned to the 5th without the least Intimation of any further Letter from the Select Committee. —

That Meeting was also pretty numerous. It was opened by reading the Letter which was prepared by the Special Committee, & which being approved of, was agreed to be dispatched. —

The Trustees did then send unto Your Second Letter of the 30th September, which was read, but it did not indeed produce any Alteration of what had been agreed at the last Meeting. "That the Money which had "been delivered by the Nabob to the Trustees for the Accounts of the Creditors should be paid to them". And the Dividend was accordingly declared by the Trustees, the next Day. —

Whether the Conduct of the Creditors will appear from this plain Narration, to merit the Construction of Vehement Precipitancy in an Act so deliberate and deliberatory as cannot be mistaken, They leave to Your further Reflections. —

These Circumstances are set forth in the Minutes of their Proceedings, and they keep them in perfect Remembrance; as they also do the two Payments which still remain to be made by the Nabob himself in this Year, as well as the unfulfilled Discharge of the last Tanjore Peishcash. —

WP

Fort St. George 11th. December 1769

We are further desired by the Creditors to take Notice, that the Quotations which had been made to You from the Extracts of the General Letter by the Dutton, should not be considered, & applied separately, as You have been pleased to do. They make a Part only of the Reasons urged why no Alteration should be made in the Affairs of the Creditors, and should by no means be detached from another principal Reason, also particularly mentioned by Us, in both our Addresses; and to which the Consideration of the Information sent by the Dutton, however material, is an Effect became a Consequent: To Wit; That the Orders lately received, do by Your Letter of the 23d. September, and also by that of the President & Council of the 13th. past, appear to the Creditors to be founded in an Error, arising probably from a Want of due Information or a Misapprehension of the real State of their Case, particularly in regard to the Assignment; in Proof of which, We are desired to refer to Your said Letter to the Trustees which says. "That "You are directed to demand a Renunciation of all the Power "and Authority derived from the Nabob for the Collection "of any Part of his Revenues for his Debts to Individuals in Exclusion of the Company." And again in the above Letter of the Honble the President & Council to the Nominated Trustees, "That the Honble the Court of Directors had "signified their Disapprobation of the Measures which "have been taken by the Nabobs private Creditors, and that "they by no means admit a Right in those Creditors to appropriate the Revenues of this Province to the Payment of "themselves". From which Passages it seems pretty clear that the Honble the Court of Directors did suppose that a real Power and Authority was vested by the Nabob in the

the Trustees for collecting his Revenues for the Payment of his Debt to Individuals in exclusion of the Company — And further that Measures had been taken by the Creditors for the Appropriation of these Revenues to themselves, which Measures were doubtless understood to be irregular or improper: And the Assignment being seen in that Light, seems to have been thought to Detriment to the Company's Interest, and at You way Derogatory to their Honor and Dignity; produced the Orders which You have received, to demand a Renumeration — Nor is it any way extraordinary that the Honble the Court of Directors should conceive such an Idea of such Assignment of Rents and Revenues, vested in Trust for the Payment of Debts, as it would naturally be understood in England, to vest in the Trustees for the Purposes of the Trust an Active & Coercive Power — coupled with the Interest in the Management of the Assigned Estate; or at least that the Trustees held the same in an Usufructuary Possession; to which Ideas, as it would seem, a Jurisdiction was naturally blended. But it is necessary to repeat to Your Honor &c: who are intimately acquainted with all the Circumstances of this Debt and its Statement; that the Case is not so, And that there is only a Confidence or Trust for the Receipt of the Produce of the Rents, from those who always have and still do hold, the Jurisdiction in the same Force & Efficacy, as if the Assignment had not been granted, and for the uninterrupted Continuance of which, an Express Clause is inserted in the Assignment itself, which has already been pointed out to You. This however was not then thought of, & cannot now be justly construed, as

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any Defect or Diminution of the Security: especially when it is remembered that the Terms on which the Settlement was made, were proposed in a publick Manner by the Nabob himself, to his Bond Debt Creditors; and that these were accepted of by them, under the Protection: and as they understood, and do still believe with the Express Recommendation of the Honble the President & Council, to the Nabob, who was desired by them to be particularly attentive to this great Object & every thing that might help to the speedy Execution of it. which Recommendation was delivered to him in Person at the Board. as a Resolution thereof: & for which the Nabob expressed his Thanks, both to the Company, and to the President & Council; for the Method they had pointed out to clear off his Debt, desiring still their Assistance in the Execution of it, and in that Case not doubting the Performance of his Engagements.

That the Settlement with the Nabob then was ratified and established in this Manner, is in the humble Opinion of the Creditors, a Matter well deserving the due Attention of Your Honor &c. especially when it is called to Remembrance that the Orders of the Honble the Court of Directors, for limiting the General Rate of Interests to their Servants at Ten p.r Cent, was the effective Cause of this Settlement: and of the acquiescence of the Nabob's Creditors (as well those who were not in the Service as those who were) to accept of that Rate - Altho' it was but the half of what the Nabob stood engaged to pay to them by his Bonds then in their Possession: to which Terms when they submitted, it was in full Confidence and Security, that no internal Accident or Circumstance could thereafter be brought, to impeach or disturb - the due Execution of so formal an Obligation of

publick

publick Faith, far less to abrogate this so solemn a Transaction of mutual Confidence established by means of the Chief Representatives of the Company, between the Nabob (their Steady Friend and Ally) and his private Creditors, who accepted of this Engagement, as what they understood to be the most secure, and the most suitable to the Circumstances of all the Parties, with those who filled the Chief Legislative Authority of their Country in these Parts, could devise, and which they do still confidently believe, that those Gentlemen (most of whom are still in the Administration of the Company's Affairs here) did regard, as the most honorable & best Method that could be taken, to render Justice and Satisfaction to those who had, under their Protection lent such large Sums of Money, and what the Interest of their Employers, (into whose Treasury a very great Share of these Sums had been paid by the Nabob on Account of his Debt to them) might receive the least Detriment from whatever external Causes have since happened to retard the full accomplishment of these Measures & Intentions.

It is therefore again humbly submitted by the Creditors, whether these Orders for demanding a Renunciation, which are founded on the Idea of Circumstances which have not, and in Effect do not exist, may not with Safety and Justice be dispensed with, on so material an Occasion, and then it may be expected that the late Advices which have been sent home (and which indeed are expressly founded in a conscious Defect of that Information which had reached the Hon.ble the Court of Directors before the Orders were given) will afford to the Select Committee, and to the Hon.ble the President & Council the best Opportunity of shewing their Warm Inclinations to support the

Interest

Fort St. George 11th. December 1769.

Interest of the Creditors, consistent with what they owe to their Employers, whose declared Intentions of not injuring the Inhabitants of this Colony, but on the Contrary of granting their Protection to such as claim it, will then also be best fulfilled: whilst it may be reasonably and candidly presumed, that the Delay which this will occasion, in Regard to Orders so founded, on so very important an Occasion, will not probably be of a material Detriment to the Company's Affairs, seeing that the Creditors have in their last Address to You, expressed their Readiness to assist the Company with their Money, in the present reduced Condition of the Treasury, publickly intimated to all the Company's Servants.—

Your Honor & we are the best Judges, whether there have not been Instances, both heretofore, where very important Orders have necessarily been delayed & dispensed with, when the Causes which produced them, were not sufficiently understood at Home, or when Circumstances here could not admit of their being carried into Execution, without producing Consequences too inconvenient to be overlooked: and no material Damage flowing ensued to those who had the Execution of them.—

The Creditors do hope that You will be pleased to receive, what they now say, in regard to the Orders, & the State of their Affairs (in Addition to their former Addresses), as an Answer to the Requisition which You are again pleased to repeat, for their Renunciation of the Deed of Assignment.

And in regard to what You are pleased to say of late and present Dealings of Ours with the Nabob, to the hurt of the Company's Affairs, it cannot be applied

to—

216 Fort St. George 11th December 1769

to the Committee of the Creditors - in any present Transactions of theirs, and they are equally ignorant of any late Dealings of theirs with his Excellency, as they never made, in that Capacity, any particular Applications to, or even had any Discourse with him, tho' that they apprehend, would not have been regarded as a Crime, before the Revival of the Order of the Year 1714 - This We thinke it necessary to intimate to You, in answer to what you are pleased to say upon that Subject, lest any Misinformation or Misapprehension in regard to Us, should prove detrimental to our Interest also.

We have the Honor to be with great Respect

Hble Sir & Sirs

Your most Humble and

most Obd.t Servants

Alexander Boswall.

Arthur Cuthbert

Daniel De Castro.

Andrew Bogs

George Smith

Fort St. George
the 11th December 1769

As the above Letter contains little more than a Repetition of the Arguments made use of by the Creditors in their former Letters, the Committee think it unnecessary, at least for the present, to return any Answer thereto.

E. Boscawen

Jos. Du Pré

Warren Hastings.

Joseph Smith

217 Fort St. George 16th December 1769

At a Committee Present

Saturday 16 Decem.r

Charles Bourchier Esq.r Governor President
Josias Du Pré — Warren Hastings
Brigadier General Joseph Smith

The Council having been engaged every Day since the 11th Instant both Morning and Afternoon in reading the Proceedings of the General Court Martial held for the Tryal of Colonel Wood, Captains Kelly and Orton and others, the Committee could not until this Morning give the Nabob another Meeting — At a Conference with him this Morning at his House at Chepauke the Subject was what Measures should be taken by the Nabob with Respect to his private Creditors — The Nabob acknowledged that he thought there could be no Doubt of the Company's Right to be paid in preference; nevertheless as he had given his Bonds and Promises to his private Creditors, he wished to satisfy them also, in any reasonable Way; that in the Letter to them from his Sons Commander in Chief he had proposed them the Interest on the Debts regularly until he had discharged the Balance to the Company, and then to discharge the Principal, that in their Answer they had rejected that Proposal, that he nevertheless wished to satisfy them, but he knew not how — We informed His Excellency that the Spirit of the Company's Orders to Us, so far from meaning any Injury to the Creditors had the Safety of their Property in View, insisting only on a Preference to the Company, that in Consequence thereof it certainly became our Duty and Strictness to insist on every Pagoda the Nabob

could

Fort St. George 16th December 1769

could spare from the necessary Expences of his Govern-
ment and Family, until the whole of the Debt to the
Company should be discharged: nevertheless as it seemed
most reasonable to Us that the Creditors should not be
totally precluded from any Receipts, especially as many
amongst them, who had their all, and some more than
all, in his the Nabobs Hands, would suffer great Distress
if they did not receive the Interest, & not doubting but our
Superiors would consent to our taking this reasonable
Latitude in the Construction of their Orders, We had pro-
mised to such of the Creditors, as had submitted themselves
to the Company's Orders, that We would solicit his Excel-
lency to pay them the Interest that should from Time to
Time become due on their respective Capitals until the
Company's further Orders could be received thereon, and
accordingly it gave Us great Pleasure to find his Ex-
cellency equally willing and desirous to do so. That with
respect to those Creditors who had refused to submit
themselves to the Company's Orders and Protection,
who had rejected his Excellency's Proposal to pay them
the Interest on their Claims, and stood upon the Strength
of their own Rights, that very refusal of theirs put it
out of our Power to say any thing on their Behalf at
present, that whenever they should comply with the
Company's Requisition, we should think them as
British Subjects entitled to our Protection. That We
left the rest to his Excellency, requesting that he would
consider the dangerous Consequences to every Govern-
ment, if its Subjects and Dependants were encouraged
and supported in Disobedience & Opposition, that near four
Months had been now wasted in Altercations & Contentions

to

to the great Injury of the Company's & his Excellency's Affairs, that our Attention which might have been employed to useful Purposes had been engrossed by the Ferment which the Obstinate Perseverance of the Creditors in their Opposition to the Company's Orders, had raised in the Settlement, and that whatever Measures his Excellency should take in regard to them, We should only make a faithful Representation thereof to the Company. At length the Nabob proposed that the Governor should write him a Letter assuring him that We would consent to his paying them their Due after the Expiration of sixteen Months, if the Company's Ballance should be then cleared, without any Obstructions on our Part, we told him, that We only objected to the Terms Consent & Obstruction, which seemed to imply that We had made Objections, whereas the Fact is that We have from the beginning earnestly pressed that after he shall have paid off what is due to the Company; he will there also pay off his private Creditors, and that We would most willing write him to that Effect. with which he expressed himself satisfied, and informed Us that his Intentions in Consequence of that Letter were to signify to his Creditors who had refused his former Proposal, that he had come to such an Agreement with Us, in respect to the Debt due to the Company, as the State of his Affairs rendered indispensably necessary, that the most he could do, was to pay them the Interest on his Bonds until he had discharged what he owed the Company, which he expected to do in about eighteen Months, that if they would submit themselves to the Company, and receive their said

Interest

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Interest thro' the Means of the Governor and Council, he would pay it, if not, he could do no more, and they must take their own Course — The Conference ended here, and it was Agreed that We should meet his Excellency again on Monday Morning —

Read the following Letter from Mrs Gee

To the Honble Charles Bourchier Esqr
&c &c Members of the Select Committee

Honble Sir & Sirs

I beg leave to acquaint You, that as Executrix to the Estate of my late Husband Captain Michael Gee. I am willing to submit my Claim on the Nabob, to the Order of the Honble the Court of Directors, requesting that You will be pleased (as my Income is very small) to let me receive the Interest on the same, 'till their further Pleasure is known —

I am respectfully

Honble Sir & Sirs

Your most Obed.t Humble Servt

Marian Gee

Fort St. George
14th December 1769 —

Agreed that Mrs Gee be protected in the Receipt of the Interest on the Sum belonging to her in the Nabobs Hands in the like Manner with those who have submitted to the Company's Orders —

C. Bourchier
Jno. Du Pré
Warren Hastings.
Joseph Smith

Fort St. George 18th December 1769

At a Committee Present.

Monday 18th Decemr.

Charles Bourchier Esqr. Governor President
Josias Du Pré — Warren Hastings
Brigadier General Joseph Smith

The Committee according to appointment met the Nabob again this Morning at the Garden House with an Intention to settle the Kists or Terms of Payment of the twenty five Lacks of Pagodas: But the Nabob having started fresh Difficulties upon the Points which had been Agreed on at the last Meeting, the whole Morning was spent in Debate. At Length the Nabob, finding the Committee would not depart from any thing that had been agreed on, acquiesced; and it being late the Committee adjourned without coming to any Agreement with respect to the Kists.

C. Bourchier
Jos. Du Pré
Warren Hastings
Joseph Smith

Fort St. George 26. December 1769.

At a Committee Present.

Tuesday
26. Decem.r

Charles Bourchier Esq.r Governor President
Josias DuPré — Warren Hastings
Brigadier General Joseph Smithe.

Notwithstanding the long Debates and the Resolutions in Consequence as minuted in Committee the 11.th 16.th & 18.th as no one Measure had been taken for not publickly taken in Consequence thereof the Committee desired a Meeting with the Nabob this Evening, when to their Surprize, He renewed again the same Subject and his Difficulty appeared to be entirely in respect to the Manner of communicating the Arrangement he had made with us to his Creditors, and in respect to the Payment of the Interest. We informed him that with regard to that Part which related to us, We could not depart from what had been before agreed on, and which is minuted under Date the 16.th Instant. After much Time spent, He for the third Time gave his entire Consent. The Committee then proposed to him the settling the Lists, but he begged that he might not be pressed, & intimated, that we should not be dissatisfied with him on the Subject, and that the whole should be settled ten Days before the Governor's Departure. The Committee after representing to him the Necessity of our knowing something of his Intentions as to the Time and Sums, in order to determine how much We might safely in Discharge of our Debts, how much to the Investment, and how much to our General Charges, and finding him very reluctant & unwilling

to

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to settle the Rists, dropped the Subject for this Time, and put him in Mind of the many Arrangements that remained still to be made in respect to the Establishment of Troops and other Articles, a List whereof was sent him with the President's Letter of the 26th November, he said that he would satisfy Us upon the whole before the Governors Departure, and the Evening being far spent the Committee thought it needless to enter then more minutely on those Subjects, which they foresee will cast them many an Hour in Altercation, and they fear to little Purpose.

C. Bourchier

Jo: Du Pré

Warren Hastings

Joseph Smith

Fort St. George 28th December 1769

At a Committee Present

Thursday 28 December 6 PM

Charles Bourchier Esqr. Governor President
Josias DuPré ——— Warren Hastings
Brigadier General Joseph Smith

The President acquaints the Committee that Understanding a Narsoo, whom Mr Dowsett had so earnestly desired might be produced, and on whose Evidence he seemed to depend for his Justification was at Trepassore, proper Measures had been taken to induce him to come hither and that the said Narsoo is now ready to attend the Committee.

The said Narsoo being called in is desired to inform the Committee at what Time he absented himself from his usual Residence at Cuddalore, where he has been ever since, and what were his Motives for absconding and also to give the Committee a true and faithful Account of what he knows relative to the Cottas and Materials employed on the Works of Cuddalore, & other Matters regarding the Charge against Mr. Dowsett. He thereupon after expressing great Unwillingness to say any thing to the Prejudice of any Gentleman and being repeatedly pressed to tell the whole Truth, and informed that he must if required make Oath to the Truth of what he shall assert, makes the following Declaration.

I served Mr Dowsett at Camp before Pondary and went with him from thence to Cuddalore and served him till about the Month of March 1766 during which Time, I wrote his private Accounts, and some of the Company's Accounts. After which I did no particular

Business

Fort St. George 28th December 1769

Business for him, but continued attending upon him till about November 1767 when on the Report of Hyders Horse coming down, the Gentlemen and Inhabitants quitted new Town and went to Cuddalore, I being so Braming went with others to the Tanjour Country, and my Family with me, I remained there upwards of 4 Months & intended to return to Cuddalore. When a Dubash and a Peon, came to me from Mr Dowsett, and desired I would stay three or four Months longer, they brought me no Letter but I took down in Writing what they said to me, but I have not the Cadjan now by me, I knew the Peon was a Servant of Mr Dowsetts, but I did not know that the Dubash was who I knew formerly had been Sea Gate Dubash. The Peon told Me the Dubash belonged to Mr Dowsett who had got into Trouble, and if I appeared it would hurt Mr Dowsett, I therefore remained there upon that Account and on Account of the Sickness of my Family, till the latter End of November or beginning of December, when I came to Trevandaporum, where I remained upwards of a Month: when I was at Trevandaporum I saw Tondoo Nayque, dhai of Narrain who was Mr Dowsetts Dubash. & told him that I was much distressed for Money for my Expences, and that I must go to Madras on Account of my Family. The Dubash thereupon offered me 50 Pagodas in Mr Dowsetts Name and said that Mr Dowsett would allow me 10 Pagodas p.r Month for my Expences and that I must stay some Days longer, and that Mr Dowsett would soon be restored to his Employ, upon which I told him that I could not stay any longer upon Account of my Family, who thought that a Person at Madras had by means of Sorcery made them sick, and that I must come to Madras to get him punished

He

Fort St. George 28th December 1769

He never the less insisted upon my taking the Money
which he sent to me by the Hands of two Brahmens
but the Day after hearing of Hyders Horses coming
down I wrote to the said Dubash, who had come to
Madras by the said two Brahmins acknowledging the
Receipt of the Money, and told him I must immediately
come to Madras — In my Way hither I met Mr Dowsett
at Sadras. Who desired I would not come to Madras;
but remain some where else a few Days, I told him I
could not as I wanted Money for my Expenses, and as my
Family were with me. He then asked me if I had not re-
ceived 50 Pagodas from him, I told him I had, but I
could not stay any longer from Madras. I however at
last told him, I would see what I could do — Mr Dowsett
then went away and afterwards a Dubash came to me
from him and told me, I must stay some Time longer
I told him I would see what I could do — After Mr Dowsett
went from Sadras I moved from thence to Tatrumut Baucum
and from Place to Place, till Hyders Horse came down
and I just got into Madras Bounds before them. I remained
at Madras till the Beginning of May — during part of
which Time I was employed by Mr James Bourchier —
when I went to Trepar madore where there was a Feast,
from whence I went to Conjeveram where there was also
a Feast, from thence I returned to Trepar madore, where
I remained till last August, when hearing that Mr
Dowsett was going to Vizagapatam, I came here to settle
Accounts with him, as he had a Bond of mine in his
Hands for Pagodas 1500, of which I had paid him 1300
when I came here I found that Mr Dowsett was gone
to Pullicat, to which Place I went to him, and asked

him

* N.B. Mr Dowsett was at this Time going to Hyder ally's Camp with Provisions

Fort St. George 28.th December 1769

him for my Bond, he told me I must pay the Ballance,
I told him I could not, that I had waited upon him a
long Time, and had had nothing for my Expences, he
then gave me my Bond — I then came back to Madras,
and staid a few Days, then went to Trepparmadone where
I have been ever since —

I owed Mr. Dowsett no other Money than
the above Ballance of Pagodas 200, and which he forgave
Me —

I have no Accounts of Mr. Dowsetts in my
Hands I delivered them all up to Senr. at Cuddalore when
I was dismissed his Service —

I kept the 4 Months Accounts which were
sent up to Madras — I kept Mr. Dowsetts private Ac-
counts and his Account of Materials purchased — Veeraya
also brought me a Memorandum of the Coolies employed
and paid for I believe Part of the Month of February &
the Month of March, I cannot recollect what the
Profit upon the Coolies & Materials amounted to, not
having any Cadjans or Memorandums, but I believe
it was between One and two hundred Pagodas — I used to
receive the usual Custom of 2 fanams p.r Pagoda on all
Materials purchased during the Time I kept the Account
of the Purchase of such Materials —

As the Council will meet to Morrow Morning
in the Civil Department Mr. Hastings and General
Smith are desired to attend in the Governor's Apartments
and to send for Mr. Dowsett that he may be made ac-
quainted with Narroo's Declaration, and may have an
Opportunity of asking him such Questions as he may
think proper for his Justification —

Letter

228 Fort St. George 29th December 1769.

Letter from Mr Monckton read as follows.

To the Honble Charles Bourchier Esqr
President & Governor &c Committee
at Fort St George

Honble Sir & Sirs

In Consequence of the Orders of the Company relative to the private Creditors of the Nabob I beg leave to acquaint Your Honor &c that I shall readily consent to any reasonable Mode of Payment as Your Honor &c may settle with the Nabob, and to assure You that it was not for Want of Confidence in my Honble Masters that I did not make this address sooner, but from Erroneous Notions that when a just State of the Nabobs Manner of making Payments to his Creditors was presented to them this Address would not be necessary.

I am with great Respect
Honble Sir & Sirs
Your most Obedt Servant
Edward Monckton

Fort St George
27th December 1769

Agreed that Mr Monckton be entitled to the same Indulgence with others who have submitted to the Company's Orders.

C. Bourchier
Jo. Du Pré
Warren Hastings.
Joseph Smith

Fort St. George 29 December 1769

(Thursday 29th Decem.)

Mr Hastings and General Smith having attended agreable to the Resolution of last Night, Mr Dowsett is called upon, & informed that the Brammin Narsoo, whose Testimony he seemed to think would Set her Innocence beyond the Reach of Suspicion, had been found, that his Declaration had been taken, which should be read to him and that he might then put such Questions to him as he should judge proper.

Mr Dowsett thereupon represents that it was on Condition that Narsoo should have a Promise of Indemnification, that he desired he might be provided.

The Declaration of Narsoo being then read to Mr Dowsett, he alledges that many Circumstances contained therein are false, particularly the Relations given by Narsoo of what passed at Pulliacat. He further sets forth that he cannot deny but having persuaded Narsoo to keep out of the Way and made him an Allowance for that Purpose being sensible, that should he appear without having a Promise of Indemnification that he would endeavor to throw the whole Blame of the Frauds committed at Cuddalore upon him. Mr Dowsett further adds that he has no Questions to ask Narsoo, as his Answers will no doubt agree with the Declaration he has already given. Mr Dowsett is thereupon informed that as it appears that he expects that the Evidence of Narsoo would tend greatly to his Justification, it is incumbent on him to put such Questions to him as he may think will tend to vindicate his Conduct. To which he answers that he can expect no Advantage from Narsoo's Evid-

ences

Fort St. George 29 December 1769

Evidence, and therefore declines putting any Questions to him and requests that he may be permitted to deliver in Writing an Answer to the Declaration, and hopes that when the Committee come to determine finally on the Affair, that they will consider the Length of Time he has been in the Service, and his Merit in establishing the Investment at Cuddalore. Mr Dowsell as Interpreter furnished with the said Declaration and desired to return an Answer thereto as soon as possible.

P. Du Bourchier
Jos. Du Pré
Warren Hastings.
Joseph Smith

30th. Came in a Letter from the Nabob as entered in Country Correspondence N° 336 advising of his having sent in Seventy thousand Pagodas in Part Payment of the five Lacks promised before the End of January.

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