

faith, far less to abrogate this so solemn foundation 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, which those who filled the chief legislative authority of their country in those parts could devise, and which they do still confidently believe, that these Gentlemen, most of whom are still in the administration of the Company's affairs here, did regard as the most honourable and 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 and 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 are indeed expressly founded in a conscious defect of that information which had reached the Honourable the Court of Directors before the orders were given, will afford to the Select Committee, and to the Honourable the President and Council, the best opportunity of shewing their warm inclinations to support the 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 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, publicly intimated to all the Company's servants.

Your Honour, &c. are the best judges, whether there have not been instances, late and heretofore, where very important orders have necessarily been delayed and 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 having 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 and 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.

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And

And in regard to what you are pleased to say of late and present dealings of our's with the Nabob to the hurt of the Company's affairs, it cannot be applied to the Committee of the Creditors in any present transactions of their's; and they are equally ignorant of any late dealings of their's with His Excellency, as they never made in that capacity any particular applications to, or even had any discourse with him, though *that* they apprehend would not have been regarded as a crime before the receipt of the order of the year 1714. This we think 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 honour to be, with great respect,

Honourable Sir and Sirs,

Your most humble and most obedient servants,

Fort St. George,
7th December, 1769.

Alex. Boswall
Arthur Cuthbert
Daniel De Castro
Andrew Rofs
Geo. Smith.

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.

Ch^s. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith.

AT A SELECT COMMITTEE, Saturday, 16th September, 1769.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Jofias 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

tial held for the trial 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 Chepauk, 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 Son Omdat-ul-Omrah, he had proposed the paying 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 the 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 in strictness to insist on every Pagoda the Nabob could spare from the necessary expenses of his government and family, until the whole of his 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 Nabob's, hands, would suffer great distress if they did not receive the interest, and not doubting but our Superiors would consent to our taking this reasonable latitude in the construction of their orders, we had promised to such of the creditors as had submitted themselves to the Company's orders, that we would solicit His Excellency 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 Excellency 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 Government, if its subjects and dependants were encouraged and supported in disobedience and opposition; that near four months had been now wasted in altercations and contentions, to the great injury of the Company's and 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 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

if the Company's balance should be then cleared, without any obstructions on our part: we told him that we only objected to the terms *consent* and *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 then also pay off his private creditors, and that we would most willingly 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 through 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 Honourable Charles Bouchier Esquire, &c. Members of the Select Committee.

Honourable Sir and 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 Honourable 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,

Honourable Sir and Sirs,

Your most obedient humble servant,

Fort St. George,
14th December, 1769.

MARIAN GEE.

AGREED, That Mrs. Gee be protected in the receipt of the interest on the sum belonging to her in the Nabob's hands, in the like manner with others who have submitted to the Company's orders.

Ch^r. Bouchier

Jof. Du Pré

Warren Hastings

Joseph Smith.

AT

AT A SELECT COMMITTEE, Monday, 18th December, 1769.

P R E S E N T.

Charles Bouchier Esquire, 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 upon 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 before agreed on, acquiesced; and it being late, the Committee adjourned, without coming to any agreement with respect to the Kists.

Ch. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith.

AT A SELECT COMMITTEE, Tuesday, 26th December, 1769.

P R E S E N T,

Charles Bouchier Esquire, Governor and President,

Josias Du Pré

Warren Hastings

Brigadier-General Joseph Smith.

NOTWITHSTANDING the long debates, and the resolutions in consequence, as minuted in Committee 11th*, 16th† and 18th‡ instant, as not one measure had been taken (or not publicly taken) in consequence thereof, the Committee desired a meeting with the Nabob this evening, when to their surprise 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 before been agreed on, and which is minuted under date the 16th instant. After much time spent, he for the third time gave his entire consent. The Committee then proposed to him the settling the Kists, but he begged that he might not be pressed, and intimated that we should not be dissatisfied with him on the subject, and that the whole should be settled 10 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 apply in discharge of our debts, how much to the investment, and how much to our general charges, and

* Vide page 161.

† Page 166.

‡ Page 169.

finding him very reluctant and unwilling to settle the Kists, 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 Governor's departure; and the evening being far spent, the Committee thought it needless to enter then more minutely on those subjects, which they foresee will cost them many an hour in altercation, and they fear to little purpose.

Ch^s. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith.

Extract of Proceedings of the Select Committee at Fort St. George, Thursday, 28th December, 1769.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Jofias Du Pré

Warren Hastings

Brigadier-General Joseph Smith.

LETTER from Mr. Monckton read as follows:

To the Honourable Charles Bouchier Esquire, President and Governor, &c. Committee at Fort St. George.

Honourable Sir and Sirs,

IN consequence of the orders of the Company relative to the private creditors of the Nabob, I beg leave to acquaint your Honour, &c. that I shall readily consent to any such mode of payment as your Honour, &c. may settle with the Nabob; and to assure you, that it was not for want of confidence in my Honourable Masters that I did not make this address sooner, but from erroneous notions, that when a just state of the manner of the Nabob's making payments to his creditors was represented to them, this address would not be necessary.

I am, with great respect,

Honourable Sir and Sirs,

Your most obedient servant,

Fort St. George,
27th December, 1769.

E^d. MONCKTON.

AGREED, That Mr. Monckton be entitled to the same indulgence with others who have submitted to the Company's orders.

Ch^s. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith.

Extract of Proceedings of the President and Council at Fort St. George, in their Military Department, Tuesday, 2d January, 1770.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Josias Du Pré	Warren Hastings
John Call	Samuel Ardley
George Stratton	_____
James Bouchier	Henry Brooke
_____	George Mackay

THE President acquaints the Board, that having this morning had a conversation with the Nabob, with respect to the discharge of his debt to the Company, the Nabob had exhibited to him a long list of the provisions delivered out of his Forts and Countries during the late war, in the years 1767, 1768, 1769, amounting to about 1,27,000 Pagodas, which he desired might be deducted out of his debt. The Board taking into consideration the Nabob's account of provisions supplied, and observing that besides the grain and other articles delivered to the Agents appointed by them and the Deputies, great quantities of grain and numbers of sheep and cattle have been supplied to the contractors and officers on their particular account, it is resolved, that the Committee of Enquiry, before whom this account is now depending, do draw out each person's particular account, and endeavour to recover the amount; but that as the Nabob, who is very pressing on this occasion, and urges that the grain and provisions so delivered would have produced ready money to him, had they not been supplied for the public Service; it is agreed upon a representation of the state of the case being made by the Members now present who composed the council in 1767, that all the grain furnished by the Nabob or his managers to the residents at our garrisons, or to our Officers after application to the Nabob in July 1767, shall be charged to the *War with Nizam Ally*, 'till the peace concluded with him, and that the Company ought to endeavour to recover from their Officers or others all that the Nabob can ascertain, by receipts or depositions not excepted to, to have been delivered during that period. It is also agreed, that the money actually received for the sale of the rice, delivered to the deputies and credited in the Commissary General's books, be carried to his immediate credit: as also such further sums as may be recovered by the Committee of Enquiry; and when the Committee do report that they see no prospect of recovering any more, that then the residue shall be carried in the general books to the debit of the *War with Hyder Ally*, by suspense account of provisions supplied by the Nabob.

Extract of Proceedings of the Select Committee at Fort St. George, 3d January, 1770.

Received the following letter from Messrs. Boswall, Cuthbert, George Smith, Daniel De Castro, and Andrew Rofs.

S I R,

To Mr. John Maxwell Stone, Secretary to the Select Committee.

A Letter was addressed by us on the 7th past to the Select Committee on the behalf of the Nabob's Creditors, to which, as we have not received any answer,

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we are uncertain whether it has been received by the Committee; and therefore we desire the favour of you (after you have obtained their permission) to satisfy us in that particular, that we may make our report to the creditors accordingly.

We are, SIR,

Your most obedient servants,

Fort St. George,
3d January, 1770.

Alexander Boswall
Arthur Cuthbert
George Smith
Daniel De Castro
Andrew Rofs.

To which the following answer was wrote.

To Messieurs Alexander Boswall, Arthur Cuthbert, George Smith, Daniel De Castro, and Andrew Rofs.

GENTLEMEN,

I have communicated to the Select Committee your letter to me of this date, and I have their direction to inform you, that your letter to them dated the 7th of last month has been received.

I am,

GENTLEMEN,

Fort St. George,
3d January, 1770.

Your most obedient servant,

J. M. STONE.

Extract of Proceedings of the Select Committee at Fort St. George, 11th January, 1770.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Josias Du Pré Warren Hastings
Joseph Smith.

Letters from the following Gentlemen are now read.

To the Honourable Charles Bouchier Esquire, President, and the rest of the Gentlemen of the Select Committee.

Honourable Sir, &c.

I beg leave to address you concerning the money which His Excellency the Nabob is indebted to me.

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In consequence of the orders you have received from the Honourable the Court of Directors relative thereto, I am willing to depend on you to settle such mode of payment with the Nabob as you may think proper; and provided I can have the interest paid yearly, I shall be in no hurry about the principal, but shall receive it as may be most consistent with the interest of the Honourable Company and convenient for the Nabob.

I must beg leave, Honourable Sir, &c. to acquaint you, that I would have sent this address sooner, as it is agreeable to what my sentiments on the subject have always been, since I first heard their orders to you explained; and what has induced me to defer it to this time, I was in hopes that some general method, to the satisfaction of you and all the creditors, would have been settled before now; however, as I do not see any such prospect now, I take this opportunity, and hope I am not too late.

Fort St. George,
2d January, 1770.

I am,

Honourable Sir and Sirs,

Your most obedient and most obliged humble servant,

M. CALVERT.

To the Honourable Charles Bourcier Esquire, President and Governor, &c. Gentlemen of the Select Committee, at Fort St. George.

Honourable Sir and Sirs,

I take this opportunity of acquainting you, that I readily submit my demand on the Nabob to such mode of payment as your Honour, &c. may determine on; in the mean time, as I have no other dependence for support, I doubt not but you will be pleased to admit of my receiving the interest thereon as it becomes due, and which shall be gratefully acknowledged by,

Honourable Sir and Sirs,

Fort St. George,
3d January, 1769.

Your most obedient and most humble servant,

RICHARD STANTON.

ACCEDED.

Proceedings relative to the private European Creditors of

AGREED, that the above gentlemen be allowed the same indulgence as others who have submitted to the Company's orders.

The President reports to the Committee, that he had an interview with the Nabob this morning, who promised, that by the 15th of the month we might depend on his sending us all the money he was able to collect, which would make up nearly the five Lacks of Pagodas promised by the end of this month, and that he would also then settle the Kifts for the remainder of the thirteen Lacks.

Chs. Bourchier

Jos. Du Pré

Warren Hastings

Joseph Smith.

AT A SELECT COMMITTEE, Monday, 15th January, 1770.

P R E S E N T,

Charles Bourchier Esquire, Governor, President.

Josias Du Pré

Warren Hastings

Joseph Smith.

On reference to the preceding minutes it will appear, that after many conferences, difficulties, and objections, the Nabob at length, on the 11th December, agreed to pay in discharge of his accounts with the Company twenty-five Lacks of Pagodas in eighteen months, and of which sum, in part, thirteen Lacks and odd thousands in six months, and in part of that thirteen Lacks, five Lacks by the 20th January. The Committee at several meetings since, pressed for settling the Kifts or terms of payment for the rest, alleging, that without knowing for certain when they might expect to receive certain parts, they could not proportion their payments to the Company's Bond Creditors, nor their advances for the investment, since their principal resources were in the payments to be made by the Nabob.—It has been noticed that the Nabob always declined settling the Kifts, promising however that it should be done, but observing at the same time, that the Committee by pressing so hard would leave no room for him to shew his good-will to the Company, and intimating, that we should have reason to be satisfied with what he should do. Although we have little reason to depend on the Nabob in any thing, yet these repeated assurances gave us some faint hopes, that he would make an effort to restore himself to the good opinion of the Company.—The latter end of December, as it is noticed in it's proper place, he sent Pagodas 70,000 in part of the promised five Lacks, but still came to no declaration

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ration of his intention; and being again and again urged by the President, as well on that subject as the several other particulars to be adjusted, of which the heads were transmitted to him in a letter of the 26th November, conformable to our resolutions taken the 9th, he promised that all money matters should be settled by this day; accordingly he yesterday sent a message, desiring that the Committee would meet him this morning at the Garden-House, and the Committee having attended him there agreeably to his appointment, he opened the conference by informing them, that he had used all the means in his power to collect together the remainder of the five Lacks he had promised in ready money, and that he had not been able to make up the whole; that such part as he had ready he would send to the President in the afternoon, and the rest in a few days; and as to the Kists for the other payments, he presented the Committee with a sheet of blank paper, and desired they would insert the Kists as they should think proper, and he would assent to it. The Committee informed him, that if they were to desire what the necessities of the Company's affairs required, without other considerations, it would be to have the whole thirteen Lacks paid at once, and that shortly, to enable them to pay off their debts, make advances for the investment, proceed in the fortifications, and keep a prudent reserve for exigencies; but as they meant not to press him beyond his ability, they desired he would name the terms and sums; that the Committee would then lay before him an account of what their exigencies required, and then proceed to an adjustment, as much to the ease and satisfaction of both as they could; but the Nabob still desiring that the Committee would settle the Kists themselves, as they should think reasonable, they desired to meet the Nabob again the next morning, and in mean time promised that they would prepare a statement of the Kists to be laid before him for his assent, to which he agreed, and thus ended the conference. Some time after the Committee had left the Nabob, the President received from him the following letter, with the under-mentioned ready money and bills.

From the Nabob of the Carnatick to Governor Bouchier, dated and received 15th January, 1770.

OUT of my balance to the Company to the end of August 1769, I consented to pay five Lacks of Pagodas in ready money, and for the remainder to settle Kists; a Lack of Pagodas is likewise to be paid on account of the Jaghire; we may reckon therefore six Lacks of Pagodas to be paid in ready money, out of which there were sent the 1st instant Pagodas seventy thousand; now although the situation of the country, owing to the ravages it has sustained, is known to every one, and in addition thereto, at this very time, the people thereof, on account of the multitude of Marattas in the Bhalaghaut, are in a state of anxiety and apprehension, yet as I esteem the Company my support and protectors, in consideration of their distress for money, and with a view of giving them satisfaction, I have now sent you further in ready money, and Soucars bills (which are the same as ready money) the sum of Pagodas two Lacks and ten thousand; the bills are payable in this very month

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of

of January, and the whole has been procured by loans and every other possible expedient, in hopes of the revenues of the country. The amount of the two aforementioned sums is two Lacks and eighty thousand; there remains therefore two Lacks and twenty thousand, which, by God's blessing, in consideration of my agreement and the Company's friendship, shall be paid also in ready money and bills (by every expedient) by the end of January. The situation of the country, which is well known to every one, considered, I leave it to the honour of the gentlemen of the Committee, and the approval of their minds, to settle the Kists for the fix Lacks and eighty-three thousand Pagodas, twenty-five Cash, which will remain due after deducting the above sums; purposing by God's blessing to pay in time of peace and quiet what you may determine on.

What can I say more?

In ready money	_____	Pagodas	79070	0	0
A bill of Goverdendofs, payable the 17th January	_____		25000	0	0
Two bills on ditto, payable the 22d January	_____		35239	31	40
One bill on Buckanjee Cossidofs, payable the 22d instant	_____		13908	0	0
One bill upon Vollub Seinderdofs, payable 30th January	_____		56782	18	0
		Pagodas	210000	13	40

Upon which it is to be noted, that far from complying with his promise to pay five Lacks in ready money by this day, the ready money amounts to no more than Pagodas 149070, and bills (of which one is not due 'till the 30th of the month) to Pagodas 130930, in the whole Pagodas 280000, the rest, being Pagodas 220000, is yet to come.

In the evening the Committee met again to take into consideration what had passed, and to form the terms of the Kistbunder.

Notwithstanding the chearfulness with which the Nabob has submitted this important point to our determination, we are not without apprehension that he has some design in reserve, which it is not difficult to penetrate, from his frequent intimations of the probability of an invasion from the Marattas, which would furnish him with a plausible pretence for annulling the agreement on the first appearance of any troubles. It will be observed, that in the payments promised, the Nabob has always been careful to add the condition of peace in the country, which though opposite to the sentiments and wishes of the Committee, they have never strongly contested, while the mode and terms of payment remained altogether undetermined. They now think it incumbent upon them to insist on a positive stipulation, because they cannot place any dependence on his agreement without it, nor make any agreement

ment for future disbursements upon such doubtful expectations; and because they have the strongest reasons to believe that the Nabob is well able to make good all the payments required of him from actual resources.

The sudden excess of confidence and compliance shewn by the Nabob, in referring the terms of payment to our absolute decision, hath but increased our suspicion, as it agrees so ill with his usual conduct; especially as we have had so striking an instance within these few hours, of the little regard which the Nabob pays to his promises when called upon for the execution of them, though made with all the ostentation of unbounded generosity, and accompanied with hints of a design to surprise us by exceeding our expectations.

The Committee think it proper here to observe, that although they have not, nor can obtain any proofs, that the Nabob has made reserves of treasure, yet they are of opinion, that he has very considerable hoards of wealth; to say that it is the concurrent opinion of all men adds but little strength to the belief, because it is still but opinion. Some judgment, though not determinate and precise, may be formed from a gross calculate of the amount of his revenues and other receipts since the reduction of Pondicherry, and of his actual known payments, and other estimated disbursements; to which may be added his own confident undertaking or offer, when the late peace was negotiating with Hyder Ally, to furnish himself, without aid of the Company, the sums necessary for carrying on the war, and to pay an army of ten thousand Marattas besides, if we would consent to continue the war; and also his declaration to the President (see minutes the 3d November*) that he would pay off his whole balance in three months.—Upon these, and many other occasional and inadvertent hints, dropt by him in the course of our negotiations with him, the Committee think they have sufficient grounds to believe, that he might at this hour pay off the whole thirteen Lacks, and much more, if he could resolve to part with his reserved treasures.

The other necessary disbursements in the course of the ensuing year, upon a gross estimate are nearly as follow:

Charges Civil, Military, and Fortifications, including the Nabob's	900000	0	0
ten Battalions and other contingencies			
Investments on this side the Kistnah	300000	0	0
Debts to be paid off, principal and interest	650000	0	0
	<hr/>		
	Pagodas	1850000	0

In this calculate we do not take in the Circars; supposing the revenues to be employed in defraying the charges of the military establishment and investment
the ut,

* See page 99.

though we hope there will be a surplus in our favour, in case we remain in peace with Nizam Ally.

Upon these considerations the Committee is of opinion, that they ought in reason, in equity, and in discharge of their duty to the Company, to insist on the certain payment of the twenty-five Lacks of Pagodas within eighteen months, as proposed by the Nabob, whether the country remain in peace or not; because the Committee is of opinion, that the Nabob can pay the same out of his revenues, independent of the growing revenues; the Committee therefore agreed to the following Kistbundee to be proposed to the Nabob to-morrow.

Kistbundee for the payment of twenty-five Lacks of Pagodas from the Nabob to the 30th June 1771, viz.

1770	January	-	-	-	-	500000	0	0
	February	-	-	-	-	200000	0	0
	March	-	-	-	-	200000	0	0
	April	-	-	-	-	200000	0	0
	May	-	-	-	-	100000	0	0
	June	-	-	-	-	100000	0	0
	July	-	-	-	-	100000	0	0
	August	-	-	-	-	100000	0	0
	September	-	-	-	-	100000	0	0
	October	-	-	-	-	100000	0	0
	November	-	-	-	-	100000	0	0
	December	-	-	-	-	100000	0	0
Total for the Year 1770,						19,00,000	0	0
1771	By the end of March	-	-	-	-	300000		
	Ditto June	-	-	-	-	300000		
						6,00,000	0	0
						25,00,000	0	0

This Balance arises from the following Account.

Myfore War	—	—	—	—	10,00,000	0	0
Current Charges	—	—	—	—	2,00,000	0	0
Balance of his separate Account	—	—	—	—	13,00,000	0	0
					<hr/>		
Pagodas					25,00,000	0	0

Read

Read the following Letter from the Nabob.

From the Nabob of the Carnatick to Governor Bouchier, dated 14th, and received 15th January, 1770.

AS it is proper that I should inform my Creditors of my intentions, in consequence of the agreement I have made respecting the Company's balance, I have sent Vencatachelum Braminy with a message to Mr. Johnson, who I understand acts for the Creditors, of which I enclose a copy, and hope you will make no objection to his communicating the same to Mr. Johnson.

What can I say more?

Translate of a Message sent by the Nabob to his Creditors.

I understand that Mr. Johnson is the person who is at this time employed by my creditors.

You will first deliver this paper and the enclosed letter to the Governor, and then, if he has no objection, you will go to Mr. Johnson, and tell him I desire he will communicate to my creditors from me the following Message:

That my Son, Omdat-ul-Omrah, wrote a letter to them the 11th of November last, in which a proposal was made, that after I should have paid off my debt to the Company, in the space of sixteen months, I should then proceed in paying off my debt to them; and in the mean time, that I would regularly pay them the interest that should become due on my bonds to them. By a letter from them to my Son, dated the 4th December last, † which has been forwarded to me by the Governor, I understand that the whole of the Creditors have not signed the said letter; and those that have signed it have done it through fear of the Company's debt not being paid in sixteen years, even; and reject the said offer of my son, and propose other terms, which it is not in my power to comply with. Seeing therefore that it is impossible for me to satisfy both the Company and my private Creditors at once, besides, every one knows the ruinous state of the Country, and my obligation to the Company for their assistance is incontestible, *their debt also is without interest and incurred in the defence of my Country, on which my own, the Company's, and the creditors' hopes of advantage rest,* particularly at this juncture, that my enemies are assembled in the Bhalaghaut; in order to oppose whom, by putting their troops on a proper footing, and that I may pay off the Company's balance in preference, the Governor and Council have frequently represented to me in the strongest manner the exhausted state of the Company's Treasury, and the distresses brought upon their affairs; I know also, that without a constant and large supply of money it would not be in their power to afford me their future support; how could I then withstand any longer their solicitations daily urged to me, and *strengthened by the manifest justice of their claims and the consideration of my own necessities?* it was therefore necessary I should

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† See page 149.

give the Company the preference in the payment of the money; but I have taken a firm promise from the Governor and Council, that after the Company's money is cleared off, the Company will throw no obstacles whatever in the payment of your debt also; and I have accordingly agreed with the Governor and the Committee to discharge what I owe to the Company, the amount of which they have sent to me, within the space of eighteen months, in case the country continue in peace; that done, it is my full and firm intention to pay off what I owe to my private creditors: and in the mean time, as a proof and earnest of my good intention towards them, I am really to pay them the interest, which is the utmost that the state and circumstances of my affairs will allow me to do. When I gave my bonds, it is true I gave you firm promises; but to promise with a true and faithful intention to perform is all that man can do. Events are in the hand of God. Unforeseen calamities and distresses no one can answer for; and my situation is such that you may easily perceive it; such only are the causes that my former engagements are postponed; but now, by God's blessing, in times of peace and quiet, they will be fulfilled in the manner above-mentioned. I shall not forget my creditors.

AGREED, that the Nabob's Braminy be permitted to deliver the message sent by the Nabob to Mr. Johnson, to be communicated to his creditors. The Committee however think it necessary to observe, that the message now sent by the Nabob, differs from what he promised to send; as in that he agreed to make an offer of paying the interest only to such as conformed to the arrangement the Nabob had made with us; whereas, in the one now sent, he makes an offer of paying the interest to all his Creditors in general, although when the propriety of that distinction was explained to him, he expressed himself as much convinced of it as we were.

Ch^s. Bouchier
Jof. Du Prè
Warren Hastings
Joseph Smith.

Extract of Proceedings of the President and Council at Fort St. George, in their Military Department, 15th January, 1770.

Read a letter from Messrs. Call, Bouchier and Mackay, dated 11th instant, enclosing copy of one from several of the Nabob's Creditors, demanding of them to proceed in the execution of their trust, or threatening to make them responsible for the consequence in case of a refusal; which Messrs. Call, Bouchier and Mackay, request may be transmitted to the Honourable Court of Directors, who may be desired to bear them harmless from any prosecution that may be commenced against them for having acted in conformity to the Company's orders, which

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which is agreed to; and the Board take this opportunity of expressing their firm reliance on the Company for their support and protection in the execution of their orders.

To the Honourable Charles Bouchier Esquire, President, &c. Council of Fort St. George.

Honourable Sir and Sirs,

Several of the Nabob's Creditors, whose names are thereunto subscribed, having addressed a letter to us, we beg leave to lay a copy thereof before your Honour, &c. and to request that you will transmit the same to our Honourable Masters, and express our hopes, that should the Creditors attempt any prosecution against us, either here or in England, for having acted in conformity to their orders, and our duty as their servants, they will bear us harmless from all damages and expenses accruing therefrom.

We are, with great respect,

Honourable Sir and Sirs,

Madras,
11th January, 1778.

Your very faithful humble servants,

Geo. Mackay
Ja^s. Bouchier
John Call.

To John Call, James Bouchier, and George Mackay, Esquires.

GENTLEMEN,

IT is well known to you, that the Gentlemen who were lately nominated to fill the office of Trustees, upon your application to resign the trust of the rents and revenues assigned by the Nabob for the payment of his debt to his private European Creditors, did receive a prohibition from the President and Council, communicated in two Letters, and in a minute of consultation; to the former of which your several subscriptions as Members of the Board do appear, and to the latter you did also give your concurrence.

You are therefore well apprised, that your application to resign, and the prohibition so issued (in which you did join) have hindered others from receiving the trust from you, and that this has occasioned a considerable delay in the execution of it; during which time you have also known, that the tribute of 4,00,000 Rupees, owing by the Rajah of Tanjore for the last year, and two stipulated payments from the

the Nabob himself, one of 60,000 Pagodas in the middle of November, and another of 80,000 Pagodas at the end of last month, ought to have been received by the Trustees; nor are you ignorant how much the interest of the Creditors has already suffered by this delay, and how much more hurt and damage will befall them if the same should be continued; to remedy which, we the underwritten Creditors, and Attornies for Creditors, for ourselves and for our constituents, as well as for such other Creditors as may desire to preserve the effects and validity of that satisfaction and security which has been granted to us and to them, by means of the assigned rents and revenues, do hereby intimate to you, that you ought to proceed in the execution of the trust without further delay; on your failure so to do, that we apprehend you are and will be answerable, jointly and separately, in your proper persons and estates, for all and every damage or loss which may happen to the Creditors through any lapse, inactivity or neglect of yours, seeing that no resignation, transfer or surrender has been made of the trust to others; and especially, that the prohibition thereof is an act in which you have immediately joined; so that the trust must be considered as still remaining in you, Gentlemen, who were duly constituted, and have acted as Trustees without interruption, 'till you applied for a resignation, which has been so stopped from going into other hands.

Nor does it seem improper to bring to your remembrance, in a few words, that this trust was created by means of an application in writing to the Creditors, from, and subscribed by the first two of you, Gentlemen (jointly with Mr. Pybus) by virtue of a power of Attorney from the Nabob for that special purpose, and in nature of proposals from him for consolidating, settling and paying his debts to these Creditors; in which address, the same Gentlemen were proposed as agents for the Creditors also; and being accepted of, they were appointed by the deed of assignment, with the mutual confidence of both the Nabob and his Creditors, to the guardianship of the property of the latter, as the joint Trustees of both, and with the particular knowledge and approbation of the President and Council, of which they were then also members; and that they were so, did doubtless then recommend them to the Creditors, as the more fit to fill and support an office of so much trust, confidence and honour; in which opinion and faith the Creditors were also strongly confirmed by a subsequent address made to them by the same Trustees, on the 30th December 1766, † to which we desire that you will be pleased to refer, and then remembering, that two of you, Gentlemen, have since continued to execute the trust jointly with Mr. Pybus for about ten months, and since with Mr. Mackay, who was duly appointed in Mr. Pybus's stead, on his departure to Europe in November 1767; you will clearly perceive the necessity there is, that no lapse or delay should happen through your means; and you will seriously consider, whether the intentions of the Court of Directors, which you have suggested in your address upon the subject of your resignation, will (as we do not conceive that they can) be sufficient to clear you to the Creditors from the consequences of a delay or failure, and still less acquit you of any thing that may tend to make void a trust so obtained, granted and possessed; more especially as it is of so great and general a consequence, and of so public a nature.

† See Note, page 6.

It is therefore highly necessary that you take the proper measures to prevent a further suspension thereof, by acquainting the Nabob, that the late intended appointment of other Trustees did not take place; and therefore that it still rests with you to receive these several sums for the account of the Creditors, and to proceed in the further execution of the trust, until a regular transfer or delivery thereof into other hands is made; and that this is the proper and regular means of clearing and acquitting yourselves. You, Gentlemen, are too sagacious not to see and consider, and not to remember, that not only your honour and credit, but also your interest, is engaged to use, without any further delay, the necessary means for your acquittal in the due discharge of the trust; in failure of which, and in justice to ourselves, and to such other creditors as may expect or desire any benefit from the assignment we shall be under the necessity to proceed further; by protesting against you for all the consequences which may arise from a neglect or delay in the execution of the trust.

We are, with great respect,

G E N T L E M E N,

Your most obedient humble servants,

Alexander Davidson, for Mary Pigou

Alexander Boswall

Nic. Morfe }
Geo. Smith } Attornies for Mr. R. H. Boddam

R. D. Munro

Daniel De Castro } Attornies to Henry Fletcher Esquire, and Mess. Aaron and Solomon

Moses De Castro } Norden

Peter Mariette

Peter Mariette, Executor to the Will of the late Captain George Airey

John De Fries

Edd. John Hollond, for John Hollond

Dawsonne Drake

F. Barnewall, for Francis and Jane D'Lameterie, Minors, provided they require it of him when they are of age

John Philip Fabricius, Attorney for some Orphans in Europe

Arthur Cuthbert

Stephen Briggs

Andrew Rois

William Petrie

Gilbert Pasley

Daniel De Castro

John Spratt

Samuel Moses junior

Y Y

Donald

Donald Campbell
John Wood
John Debonaire
Andrew Majendie
Thomas Powney
Rofs Lang
Geo. Smith, Attorney for Captain George Richardson
Nic. Morfe, for all such Constituents who may require this of him.

Fort St. George,
6th January, 1770.

N. B. It being customary for the Nabob to grant new Bonds to his Creditors every new year, you are desired to procure them for this year in the usual form.

AT a SELECT COMMITTEE, Tuesday, 16th January, 1770.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Jofias Du Prè

Warren Hastings

Joseph Smith.

THE Committee, according to appointment, met the Nabob this morning at the Garden-House, and after expressing our disappointment in receiving so small a part of the promised five Lacks in ready money as is mentioned in yesterday's minutes, informed him of the manner in which we proposed to settle the Kiftbundee; which being explained to him, he only took notice, that monthly payments were inconvenient to him, because his Amuldars did not account with him monthly for the collections; that he wished the terms of payment might be at the distance of four months; nevertheless, if we could not settle them so, he would conform to our mode. We informed him, that if he could make a large payment in February, or at a short time, such as might enable us to discharge our debts, or the greater part, proceed in the investment, and keep a reserve to answer our demands until the next succeeding payment, we should willingly agree to the intervals he proposed; although we were not convinced of the necessity or real convenience to him, since we must take the liberty to say, we did not conceive that he depended on the

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Mahomed Ally Khan, Nabob of the Carnatick. APPENDIX, No. XXX. 179

growing rents for the discharge of the promised sums, but on more certain resources. He replied, that as the alteration we now proposed would be more disadvantageous to him than the other, he would comply with the first as far as ultimo June, but desired, that from thenceforth the payments might be in Kists of three months each; to which we agreed, having calculated that it may be so settled without much inconvenience to the Company's affairs: the Kistbundee therefore agreed to is as follows:

						Lacks
1770	January	—	—	—	—	5
	February	—	—	—	—	2
	March	—	—	—	—	2
	April	—	—	—	—	2
	May	—	—	—	—	1
	June	—	—	—	—	1
	By the end of September	—	—	—		3
	Ditto December	—	—	—		3
Total for the year 1770						19 Lacks of Pagodas
1771	By the end of March	—	—	—	3	
	Ditto June	—	—	—	3	
						6
Total						25 Lacks

The terms of payment thus settled, the Committee informed the Nabob, that as our dependence was principally on these sums for our civil and military charges, fortifications, investment, and the discharge of our debts, we desired to know whether

whether we might depend on them punctually, whether the Marattas should enter the Carnatick or not; since, without such assurance, we could not venture to pay off any of our creditors, who were much distressed, out of the first receipts, or make any advances for the investment, lest a disappointment in the receipt of the subsequent Gifts should leave us destitute of the means of defraying even our current, civil and military charges. To this the Nabob replied, that he could only promise to be punctual in his payments in case of peace and tranquillity, and in case of disturbances in the country he would pay as much as he could. If the Committee thought that the payments were to be made entirely out of the future revenues, and if the Nabob's conduct had been such as might warrant them to place any degree of confidence in him, his offer would certainly be reasonable, and ought to be admitted; but the Committee being of opinion that the Nabob has the means, if he will use them, of paying the proposed sums, and more, out of his reserves, *and as his conduct has been such as to destroy all confidence in his engagements*, the Committee place no dependence on them. After near three hours spent in debate on this subject, the conclusion was, that the Committee persisted in demanding punctual payment at all events, and the Nabob in refusing his promise upon any other condition than that of peace and tranquillity.

The Committee, in the course of these debates, took occasion to renew their desire, that he, the Nabob, would come to some arrangement with them concerning the points recommended to him, as per Committee's Minutes the 9th November.† He declined, as he has always done, entering into a close discussion of these points, arguing in general terms, that he had no forces but the usual and necessary establishment, called Sibbendee, which were barely sufficient for the collection of his rents, and keeping the Polligars in awe; that as to any other regulations, he saw no occasion for them, as it would be impossible for his troops, or our own, to keep the field against any invader, especially against such a power as the Marattas; and therefore all he could hope was to maintain his forts, and thereby prevent the enemy from acquiring any fixed possession. He promised to lay in an ample store of provision of all kinds in the principal garrisons, and for our satisfaction to put them under the charge of any persons that we should appoint. This promise is all that we could obtain from him upon this subject; nor did we indeed urge him much upon it,

† The Committee's Proceedings of the 9th November are not printed, being foreign to the subject of the Nabob's private Creditors.

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it, having had too many proofs of the jealousy of his temper not to be convinced that nothing but the last necessity, or a degree of compulsion, not justifiable by any actual occasion, would ever induce him to place so much confidence in us, as to trust us with the state of his revenues, and the detail of his military and other charges, the knowledge of which is necessary for assisting him in the proposed regulations.

Finding all our arguments upon the principal subject of our meeting had no effect, and that the Nabob persisted in the repetition of the same answer to all our remonstrances, we broke up the conference, reserving our further proceedings to the resolutions of another Committee.

Ch^s. Bouchier
Jof. Du Prè
Warren Hastings
Joseph Smith.

AT A SELECT COMMITTEE, Friday, 19th January, 1770.

P R E S E N T.

Charles Bouchier Esquire, Governor, President.

Jofias Du Prè Warren Hastings
Joseph Smith.

THE calamity with which this province seems to be threatened from an invasion of the Marattas, makes it necessary that the earliest and most effectual measures be taken to obviate the effects of it. The most alarming is the scarcity of grain. We may hope to be supplied by shipping with a sufficient quantity for a garrison store; but for the consumption of the inhabitants of the Black Town, our natural resource, and indeed our only one, is in the produce of our own lands. The Nabob's orders to his Amildars for appropriating all the grain of the Jaghirc to his

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to his own use, prevent us from availing ourselves of the plentiful crops of this season without an authority from him; we have therefore resolved to apply to him for that purpose, and have accordingly desired a meeting with him this morning, hoping it may afford us at the same time an opportunity of resuming the subject of the Kistbundee, and coming to some conclusion upon it.

The Nabob expressed himself very desirous of giving us all the assistance in his power, objecting only to the difficulty of procuring a sufficient number of bullocks for transporting the grain to Madras; this he desired we would undertake, promising to furnish us with as much as we could bring away; he proposed also to cause a quantity to be collected at Vellour, if we would send boats to receive it, and convey it from thence by sea, which would be a cheaper and easier method than a carriage by land. Though we doubt that we shall be able to procure cattle without force, yet to avoid the ill consequences of such an act of necessity, we consented to these proposals of His Excellency. He then desired we would fix upon the mode of ascertaining the prices of grain; to which we objected, desiring, as the earliest and most expedient method for both, that his people might continue to have the charge of the grain, dispose of it in our Buzars, and account with him for the amount. There are indeed but two modes by which we could receive the rice as our property, both equally exceptionable; the one, to take it at the current rate of the place where it is delivered, which would be the cause of great disputes between his people and our's, and an intricacy in our accounts; the other, to agree on a fixed price, which would be subject to less difficulty, but great expense, as we have agreed to pay the charges of transportation; and it would be for the interest of the Nabob to supply us with all the grain of the most distant parts of the Jaghire; but the Nabob expressing great opposition to the proposal of having it sold for his account, we contented to receive it for the Company, leaving the price to be adjusted by a proper enquiry.

The Nabob having given us an intimation that he was desirous of accomodating the difference between us on the subject of his future payments, we requested that he would acquaint us with the expedient which he had to offer. The substance of his reply was as follows. He observed, that the balance now demanded of him arose from the account closed the 31st August, in which some articles were omitted, and others have appeared since, which ought to be brought to his credit; these were the amount of his grain account not yet settled, the errors discovered by Mr. Jourdan in the revival of the books of the Commissary General, and the sums agreed to be transferred to his credit, in consequence of the enquiry made by Messieurs Hastings and Call; to these he added 65000 Pagodas received on account of the Jaghire, which he desired might be taken on his Carnatick account, as there was a deficiency of that amount in the rents.

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He declared it was always his intention to pay off the whole balance of the Carnatick account, and he insisted on the deduction of these sums, principally with the view of reducing that balance to an amount answerable to his ability to discharge it. If we would consent to these deductions, he offered to pay off the remainder immediately; if we disapproved of this, and refused to abate any thing of our former demands, he said he was willing to put an end to the contention, by submitting implicitly to them, and agreeing to pay the monthly kists punctually, and without any condition, 'till the arrival of the gentlemen who were expected soon with full powers from the Company, to whose decision he would refer the matter in dispute, leaving it 'till then suspended.

It is needless to repeat the arguments urged in reply upon the several articles above-mentioned; in general we informed him, that we should credit him of course for such sums as had been actually received by the Company, but that it would be irregular to debt the Company for any receipts, the amount of which remain unadjusted. We reminded him that he had engaged to pay the full sum of 13 Lacks within the next six months without any deduction, and we had confined our demands to that amount, more with a view to our necessary and urgent expenses, than to the discharge of his debt, of which this was but a part; because, though his Carnatick account should not exceed thirteen Lacks, or even fall short of that amount, by allowing him the deductions which he required, yet the proportion to be paid by him of the charges of the Mysore war was allowedly as much a part of his debt, though yet undetermined, as the former, and the justice of the Company's claim to such a part of it as their necessities required could not be denied them; we therefore insisted on his consent to the full and unconditional payment of the twenty-five Lacks stipulated in the Kistbundee, without any deductions whatever.

After some debate, the Nabob, with much apparent good humour, gave up the argument; desiring only, that credit may be given him in account for such sums as had been adjusted since the close of the last account, and that his account-current to the end of December might be sent to him, with those articles inserted, as a voucher for his claim to them hereafter. He promised to pay the remainder of the five Lacks immediately, and gave soucar bills for the remaining eight Lacks of the first

first six months' Kists, to be made payable according to the terms of the Kistbundee.

Ch^s. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith

Extract of Proceedings of the Select Committee at Fort St. George, 23d January, 1770.

Pursuant to the resolution of last Committee, the following letter was wrote to the Nabob.

From Governor Bouchier to the Nabob of the Carnatick, dated 23d January, 1770.

I HAVE now the honour to send your Excellency, agreeable to your desire, your account-current with the Company to the 31st December last; I must however observe with respect thereto, as I have before done relative to former accounts, that as the several articles in the said account, since the close of our general books ending 30th April last, are taken from the monthly accounts of the several employs, in which there possibly may be some errors, which, notwithstanding the nicest attention, may not have been discovered, nor will be found out 'till the close of our general books the 30th April next, I cannot positively assure you that the account enclosed is entirely just; nevertheless, should any mistake appear on the adjustment of our general books the 30th April next, it shall be properly rectified. As all accounts are very liable to error, it is our invariable custom to sign no account with any person whatsoever, nor even our general books with the Company, but with the exception of errors excepted; we do the same with those between you and the Company; and as you have had many instances of our having, after the close of several of your Excellency's accounts, carried fundry articles as well to the credit as to the debit of your succeeding accounts, I have no doubt but that your Excellency will be satisfied to receive the account in this state.

The paper of the Kistbundee also will waits upon your Excellency with this, agreeable to which you will be pleased to cause the remainder of the five Lacks to be sent us, and Soucar bills to be drawn out for the remaining eight Lacks according to your promise.

Extract

AT A SELECT COMMITTEE, Thursday, 25th January, 1770.

P R E S E N T,

Charles Bouchier Esquire, Governor, President.

Jofias Du Pré

Warren Hastings

Joseph Smith.

THE Nabob having sent word early in the morning to the President that he had some business to communicate to the Committee, he accordingly came to the fort.

The Nabob, after bespeaking our favourable interpretation of what he was going to say, informed us that he had brought with him two Lacks and twenty thousand Pagodas, the balance of the five Lacks which he had agreed to pay this month; that he had been endeavouring these two days past to persuade the Soucar to agree to the teeps or bonds, which he promised for the remaining eight Lacks, to be paid by the end of June, but without effect. The reason for his refusal he said was, that he had received a letter from his Master at Mannamungoo, near the place where the armies of Madavarow and Hyder Ally were encamped, informing him that his Master's Brother had been to pay his respects to Madavarow; and that while he was in camp Hyder Ally's Vackeel had arrived there, and had agreed with him for a sum of money (the amount not asserted) for the Choute of Mysore, and a further sum in addition as an aid for the intended expedition in the Payenghaut. The Soucar present confirmed the same intelligence, adding that he was a servant, and did not think himself authorised to make his Master responsible for so large a sum, in the present certain and immediate prospect of troubles.

The Nabob said he did not mention this with the intention of availing himself of such intelligence to set aside his engagements, or of troubles hereafter to withhold his payments, but to obviate the imputation which would fall on his credit and honour if he should be unable to make good his promises; he therefore reverted to his former proposal of paying the two next months' Kists of four Lacks without condition, and the subsequent Kists in case of peace in the country; and in case of war, to refer future adjustments to the expected Commissioners. To this he added, that whether there was peace or war, he would engage to pay the half of each of the remaining Kists; it was his firm intention and resolution to pay the whole agreeable to his promise, but that he apprehended the possibility of it's being put out of his power, and made this provision only for the safety of his word. We urged to him the distresses to which this uncertainty of his payments would subject the Company's affairs; but since he persisted in the declaration of his inability to make any payments but from his revenues, or to answer for any other conditions, we told him we submitted to a necessity for which we had no remedy, but should insist on the punctual payment of the stipulated Kists until

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the arrival of the Commissioners, to whose judgment and determination we consented to refer the payment of the remainder.

The Nabob expressed himself obliged for the compliance, and assured us that it would make no difference in effect, as he held himself as much engaged to fulfil the terms of the Kists as if he had formally signed them without expressing any conditions. After which he took his leave.

Letter from Messieurs Daniel De Castro, Arthur Cuthbert, Andrew Rofs, and George Smith, read as follows :

To the Honourable Charles Bouchier Esquire, President and Governor, &c. Members of the Select Committee.

Honourable Sir and Sirs,

THE address which we had the honour to make to you in behalf of the Nabob's creditors on the 7th ultimo being unanswered, and they having since waited with the anxious hopes that the answer which they had given to the letter of the young Nabob (especially as it had been put into your hands by the President and Council to be forwarded, and was to have been sent simply, or accompanied with such remarks thereon as you should judge necessary) would have furnished a further opportunity of your concerting with the Nabob himself the means of removing the bars which have been put in the execution of his assignment, together with the impediments in the operation of the trust, and the consequent delay in the performance of his two last payments of 1,40,000 Pagodas, and of the four Lacks of Rupees owing by the Rajah of Tanjore, which doubtless would have been received in the three last months, had not these impediments happened; or else that it would have produced to the creditors an exchange of some other due and adequate satisfaction and security for what the Nabob owes to them.

And they had also flattered themselves that this could have been accomplished consistent with the true interest of the Company, founded on justice, and, considering the great revenues arising from the extensive territories of the Nabob, accommodated to the recovery of his debt to them, (as specified in the letter from his Son) upon the reasonable and fair supposition, that the interest of the creditors should find that regard which the same measure of justice does claim from those, who, by being the representatives of the Company, do also become the protectors of individuals in their rights and in their properties; and who in the present case do stand more particularly engaged in that character, and might therefore, it is humbly apprehended, with the greater reason have avoided the late extraordinary exertion of that blended power of legislation and execution, which has impeded the affairs of the creditors. Nor is it doubted but that the equity and justice of their case has always been apparent to you, and does still claim your serious and particular attention. The circumstances thereof you are already so well acquainted with, that it has not been thought necessary to trouble you with any further representations

presentations than what might serve to enforce the opinion which the creditors had formed, that those who were creditors in their own right, and still less the attornies of others, could not consistently comply with the demanded renunciation on the footing it was asked; and that therefore any steps which might be taken for that purpose, or construed to have that tendency, would draw after them grievous consequences, and be attended with a deviation from those obligations which the creditors in their own right owed to themselves and to the rest, and which those who are attornies do also owe to these and to their constituents. But as this does not seem to have had that weight with you, which many of the creditors in their own right, and (as it should seem) all the attornies of those who are absent, thought that it merited, it may not be improper to make more particular mention to you of such material circumstances, as may bring the cause and interest of the creditors further to your remembrance.

There is not then any doubt that the money of the private creditors was chiefly lent to support the joint operations of the Company and of the Nabob in critical times, and on occasions of great exigency, and also to enable him to discharge a large share of his debt to them for the immediate support of their trade; and in both cases at times when no other means could be found to procure so quick a supply of such large sums as were then absolutely necessary at so easy a rate, and with so much advantage to the public credit of the Nabob; with which that of the Company was then especially so blended, that those who lent their money to him did in effect consider that connexion of interest as a great obligation upon the representatives of the Company, who conducted these affairs, and to whom therefore a great part of the money must have been paid by the Nabob, to see the debt discharged. That the loans were made openly, and generally at this place, through hands in which the lenders did put an entire and full confidence. That the interest at which the money was borrowed at these times was not greater than the then probable risk; that the subsequent reduction thereof to half the rate at which it was lent, and the external troubles and difficulties which have since retarded, and so have the more hazarded the payment, together with the present circumstances of impediment and delay, give full conviction that the first interest was not equivalent to the risk. That that reduction of interest was submitted to, in consideration of the security which was granted for the payment of the debt, and of the rank and influence of those gentlemen (being the Council) who took the trust upon them; that it was settled agreeable to the measures pointed out by the Company's representatives, and under their sanction and authority; that it has been so continued and enforced for near three years; that it was known to the Honourable the Court of Directors for about twenty months before their late orders in relation to it were transmitted by them; that these orders are or seem to be founded in an erroneous conception of circumstances, which have never in effect existed, and do not exist, arising from want of sufficient information, or from misapprehension; that later and further information has been sent to the Company by the President and Council, which may reasonably be supposed to produce different orders, and such as may be more favourable to the creditors, and may be expected by the first ships; that no very material detriment can probably arise, if the orders already

received.

received should be delayed for so short a time as that within which the further orders may be expected, seeing that the creditors have, by our two former addressees to you, consented to lend their money to the Company to supply their present declared exigencies, which also shews the same uninterrupted disposition to assist the Company as they have all along manifested, particularly by the large loans which they made during the last war with Hyder Ally, though these are still unpaid, unless to such creditors whose bonds were discharged by means of purchases of Company's goods at their sales. That it must be well known to you that the creditors could employ their money on much better terms than at the interest of ten per cent. to which the Company have limited their servants. That the present tranquillity did revive the hopes of the Nabob and of the creditors, that this debt would be discharged in a short time, and from his late express promises (if the country should continue in peace) within two years. That present great loss and distress to many of the creditors, and still greater dread of future calamities, from their situation and circumstances, which have been more particularly intimated in former addressees to the President and Council, and pointed out in the late addressees to you, will unavoidably attend the late impediments which have caused a delay and hinderance in the recovery of their property. That the old orders, which have been revived, and have produced these purposes, are said to have been formed by the Court of Directors on an occasion very different from, if not opposite in its nature and tendency to the present, and cannot therefore, without injustice, be applied thereto. That these orders, though now on their revival stiled irrevocable, and never to be departed from, have been buried in oblivion for above half a century, and so were totally unknown to almost every body, nor held in force by any when this debt was contracted on the faith of public credit; and therefore ought not in reason or justice to be brought forth, or strained to the present occasion, in obstruction and prohibition of the rights and of the recovery of the property of those creditors, who were also equally ignorant of them when the interest was reduced, and a better security granted upon that reduction by the authority of the President and Council; though these are now, by means of these absolute orders, put upon a far worse footing than any of the Indian natives who live under the Company's protection, and who lend their money to the Nabob, and to other Princes or Governors of the country, or to their Renters, Officers, and Agents: and finally, that the measures which have been taken to accomplish this, in consequence of and subsequent to these orders, may also not be found such competent and regular acts of administration as should affect the affairs of the creditors. From all which, and from many other considerations and circumstances, which cannot escape your penetration, it may well be apprehended that many of the distressed creditors will (though they do sincerely wish to avoid them) be forced to an exigency of measures, in support of their natural and national rights and of their property, unless some due and adequate satisfaction is given them; and that being further delayed and refused, it is truly their opinion and hopes, that such measures of redress and satisfaction, as their situation and circumstances may make it necessary for them to take, will appear excusable to the whole world, and in particular to the Honourable the Court of Directors,

Directors, who it is not doubted will shew a disinterested and impartial regard to the considerations abovementioned; to which many others might be added with truth and justice, but that it would swell this address too much, but may hereafter be taken due notice of, if it should be found necessary, in support of the interest of the creditors. But they being always very sensible how much more eligible it is to avoid such great inconveniences as must arise from delays and distant applications, though in support of their rights and the recovery of their property, did in the first address to you (in which also they offered their money) request to be informed, whether any other and what means of adequate security and satisfaction could be given to them instead of that which they now possess, and which is found to be so inconvenient to the Company; and having received no other answer to this than a second requisition from you to renounce their security, though so founded and established, simply and unconditionally, they found it necessary to desire us to transmit a second address to you, and also to give the answer to the young Nabob, for the inspection and attention of his Father, as well as of the President and Council and yourselves, which was transmitted through your hands, and no doubt went accompanied with your remarks; though it has not at any time been thought so consistent with the situation and circumstances of the creditors to make proposals to, as to receive them from the Company's representatives, who however should allow to the creditors (especially in a matter of so great and general a concern, and in which the welfare and prosperity of so many of His Majesty's subjects abroad, and of others who are at home, is so nearly connected) the natural right of all mankind, and particularly of British subjects,—the liberty of judging what may in reason and justice be deemed an adequate satisfaction or consideration for their own property, upon a demand of a renunciation of their duty; and in the present case, whether such demand can be complied with, on the indefinite and precarious terms on which it is offered, consistent with the indispensable obligation which it is apprehended that every individual creditor owes to the rest, especially such as are attornies for absent creditors, and for a breach of which the party may be involved in trouble and loss; accompanied also with those just reflexions, which all such creditors as still think that no disjunction or separation of the parties should happen in such a manner, and upon such a footing, have a natural and equitable right to make in their own case, in regard to those who did at the beginning unite and agree with them in the acceptance of the proposed terms, and of the settlement which was made in consequence thereof, which inconveniences and reflexions those who still do attend to these honest considerations also claim the right of avoiding.

These being the general sentiments of the creditors who were assembled at the last meeting on the 15th instant, and probably of several others who were then absent, and considering that the steps and endeavours which they have hitherto taken have not produced the wished-for effects, they did further consider, that there is one direct proposal which they may now make consistent with their situation, and with the general interest of the creditors, and which has also been lately recommended by very considerable creditors at Bengal, which gives them further

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room

room to imagine that all will consent to it, as well those who are attornies for others, as those who are creditors in their own right, and which the meeting did therefore agree that we should offer ;—That the creditors should part with the security of the assigned rents and revenues, by making it over, reassigning, or transferring it to the Company forthwith for the present amount of the debt, as it runs at 10 per cent. interest ; and that the Company's bonds should thereupon be granted to every creditor for his own share, payable in five or seven years or sooner, in the option of the Company, at 8 per cent. interest, in such proportions as shall be agreed upon ; by which the Company would gain 2 per cent. per annum in the interest, and they would doubtless receive the money in a much shorter time, as their influence and power would enable them so to do to their particular emolument. And it is also presumed, that these delays and obstructions, which retard their affairs, and do so very materially hurt their interest, by means of prohibitions and otherwise, will satisfy the Nabob that his creditors are now justifiable to him also, if he should feel any inconvenience in it, for pursuing this measure ; and that his consent thereto will be obtained, as being the most probable means to satisfy the Court of Directors on the one hand, and to quiet the minds of the creditors on the other ; and being also the only proposals that these creditors think they can consistently offer to you : if they should not take place, or if some other just and secure equivalent, such as may be likely to meet with general approbation, (the terms of which you are best qualified to point out) be not recommended by you, the creditors will immediately be driven to the hard necessity of seeking remedy and redress at home ; having now no other means of obtaining it here at present against any of the parties who stand accountable to them, not even in His Majesty's Courts, as all the members of the Mayor's Court, as well as those of the Court of Appeals, one gentleman of the last excepted, are also creditors of the Nabob, and so as parties disqualified to be judges. So general and so public is this debt, the security of which is desired to be renounced simply and unconditionally ; but it is to be hoped that you will still see the great necessity, reason, and justice there is of giving other satisfaction to the parties ; for whom therefore we entreat a favourable hearing, with the most fervent hopes and wishes of success, and with the best and most sincere intentions for the interest of the Company : and we have the honour to be, with great respect,

Honourable Sir and Sirs,

Your most obedient humble servants,

Fort St. George,
22d January, 1770.

Daniel De Castro
Arthur Cuthbert
Andrew Ross
George Smith.

P. S. The creditors having in view the nearness of the approaching dispatch, and that should they be so unfortunate as not to meet with the wished-for satisfaction, by your acceptance of their proposals, or otherwise, they would be much distressed for time to prepare necessary materials for their attornies in England, beg leave to hope that you will favour them with an answer to this address by the 27th instant.

The

The Committee are of opinion that the above letter requires no other answer, than that we cannot comply with the proposal contained therein, and which the Secretary is directed to return thereto.

The Secretary produces to the Committee the following letter from Mr. James Johnson, on behalf of the Nabob's creditors.

To John Maxwell Stone Esquire, Secretary to the Select Committee.

S I R,

I am desired by the Nabob's creditors to apply to you on their behalf for a copy of such remarks as the Select Committee did send (if any were sent) to accompany the letter of the creditors to the young Nabob, as they think it of consequence to their affairs that they should be made acquainted with them before the dispatch of the Britannia to England; you will therefore be pleased to apply to the Committee for their permission to transmit the same.

I am, S I R,

Your most obedient humble servant,

Fort St. George,
23d January, 1770.

JAMES JOHNSON.

The following letter from Mr. James Johnson to Mr. Goodlad, the Secretary to the Civil Department, having been laid before the Board, and so much referred to this Committee as relates thereto, is also read.

To William Martin Goodlad Esquire.

S I R,

I AM desired by the Nabob's creditors to apply to you, on their behalf, for a copy of the orders of the year 1714; also of such extracts of letters to and from the Company, as well as of such other matters as passed relative thereto, which may explain the cause, spirit, and intention of those orders; for copies of the last orders received from the Court of Directors relative to the creditors; and lastly, for copies of the addresses made to the Select Committee by any of the creditors since the publication of those orders; you will therefore be pleased to apply to the President and Council for their permission to transmit the same to me.

I am, S I R,

Your most obedient humble servant,

Madras,
23d January, 1770.

JAMES JOHNSON.

The

The applications contained in the foregoing letters are of so extraordinary a nature, that the only way to treat them as they deserve is to return no answer to them; and we should have thought it unnecessary to have entered them on our proceedings, did they not serve to paint the true spirit and disposition of the creditors in stronger colours than all we have said regarding them. Their application for copies of any part of our proceedings, and of the orders of the Company relative to the Nabob's debt, which have not even been communicated to the Council themselves, sufficiently shews to what a height the spirit of faction and opposition hath arrived; and the demand of copies of the letters from any creditors to this Committee since the publication of the Company's orders, plainly indicate their malevolence against all such who have thought proper not to join with them in the violent measures they have taken; and a demand made to the Board for materials, intended to be made use of against those who have shewn a proper submission to the Company's authority, is equally presumptuous and illiberal.

READ the following letter from Mr. John Perring.

*To the Honourable Charles Bouchier Esquire, President and Governor, &c.
Gentlemen of the Select Committee.*

Honourable Sir and Sirs,

I AM requested by Mr. Peter Perring, at Vizagapatam, to acquaint you, that with regard to his claim on His Excellency the Nabob, he puts himself entirely under the Honourable Company's protection, consenting to any mode of payment you may settle for the same.

I am,

Honourable Sir and Sirs,

Your most obedient and most humble servant,

Fort St. George,
24th January, 1770.

JOHN PERRING.

General Smith acquaints the Committee, that the demands made by them, on behalf of the Honourable Company, to the Nabob's creditors, for the delivering up to the Company His Excellency's deed of assignment, &c. and the subsequent steps taken relative to that business, having caused great uneasiness in the Settlement, and much alarmed many persons who thought their property endangered by this demand, they not having that firm alliance, which it is to be wished they had, in the assurances given them by the Select Committee, that they would concert measures with the Nabob for a proper mode of payment of his private debts,

debts, as soon as those due to the Company should be discharged; to lessen, if possible, these alarms and apprehensions as much as lay in his power, he has purchased Major Fitzgerald's share of these debts, amounting to about eighteen thousand Pagodas, which he gives the same sum for, being in hopes that his appearing to have such a confidence in the honour and justice of the Honourable Company's intentions, in causing these debts to be safely paid to all those who will rely on their protection, may be some encouragement to individuals, who begin to look on their debts as desperate. He therefore takes this opportunity of testifying his reliance on the justice and honour of the Honourable Company, by fully acquiescing (as far as the interest this purchase gives him in the assignment) to the orders of the Honourable the Court of Directors to the Select Committee for that purpose, hoping that the annual interest arising from this concern will be procured for him by such means as the Select Committee shall see proper.

Draught of a † letter from this Committee to the Honourable the Court of Directors, to go per Ship Britannia, read and approved, and ordered to be wrote fair.

Ch^s. Bouchier
Jof. Du Pré
Warren Hastings
Joseph Smith.

Extract of Proceedings of the Select Committee at Fort St. George, 27th January, 1770.

WROTE the following letter to the Nabob.

From Governor Bouchier to the Nabob of the Carnatick, dated 27th January, 1770.

I HAVE been favoured with your Excellency's letters of the 13th and 14th instant; the former making mention of the agreement between us for the payment of the Company's debt in the space of eighteen months, your conviction that I shall *then* have no objection to your private creditors also receiving their money, and your intention of paying those creditors the interest of their money 'till that period; and the latter advising of your having sent Vencatachelum Braminy to Mr. Johnson, with a message to your creditors, a copy of which you were pleased to enclose to me, and the delivery of which to Mr. Johnson you hope I shall have no objection to. All this I duly observed.

In answer to your Excellency's former letter, I must beg leave to acquaint you, that far from having any objection to the payment of your debt to your private creditors, after the discharge of *that* due to the Company, I not only consent thereto, but as the guardian of those who reside under the Company's protection, and submit themselves to their authority, I shall be their advocate and intercessor

† See Extracts of Letters from the President and Council and Select Committee at Fort St. George to the Court of Directors, at the close of this Appendix.

with your Excellency for the due payment thereof. From the beginning it has been by this principle, and with this wish, have I been guided, and the late arrangement with your Excellency has been understood by me as strictly conformable thereto.

Respecting the payment of interest to your private creditors during the interval of the discharge of your debt to the Company, your Excellency is certainly the master of your own money, and at liberty to dispose of it as you may think proper; we however, on the part of the Company, as has been frequently represented to your Excellency, can only consent that *those* of the said creditors receive it who submit their claims to the protection of the Company, those who refuse to do so having thereby put it out of my power to assent to any thing on their behalf. With respect to these, as I have already observed, you are the master to do as you please, and it will be my duty only to inform the Company faithfully of whatever resolution you shall think proper to take on this subject.

In answer to your latter favour, I have only to acquaint you, that, agreeable to your desire, Vencatachelum has my permission to deliver to Mr. Johnson your Excellency's message to your creditors.

Extract of Proceedings of the Select Committee at Fort St. George, 28th January, 1770.

WROTE the following letter to Messieurs De Castro, &c.

To Messieurs Daniel De Castro, Arthur Cuthbert, Andrew Rofs, and George Smith.

GENTLEMEN,

I AM directed by the Select Committee to acknowledge the receipt of your letter of the 22d instant †, and to acquaint you, that they cannot agree to the proposal contained therein.

I am,

GENTLEMEN,

Your most obedient humble servant,

Fort St. George,
28th January, 1770.

JOHN MAXWELL STONE.

Extract of Proceedings of the Select Committee at Fort St. George, 30th January, 1770.

RECEIVED the following letter from Mr. John Turing:

† Vide page 186.

Mahomed Ally Khan, Nabob of the Carnatick. APPENDIX. No. XXX. 195

*To the Honourable Charles Bouchier Esquire, President and Governor, &c. Members
of the Select Committee.*

Honourable Sir and Sirs,

THE reason of my deferring so long to address your Honour, &c. did not proceed from any want of confidence or respect, but an earnest desire of being able to join with the body of the Nabob's creditors, in proposing and agreeing to some mode of payment that should be found consistent with public and private interest; with this view I acquiesced to the proposals made by the creditors in their last address of the 22d instant; but finding that your Honour, &c. have not thought proper to accept of them, I therefore take the liberty to claim, through your means, the protection of the Honourable Company, as I rely upon their justice and influence for the recovery of the money due to me by the Nabob, being ready to agree to any method that your Honour, &c. shall settle with His Excellency for the payment of his debt to individuals.

I am, with great respect,

Honourable Sir and Sirs,

Your very obedient humble servant,

JOHN TURING for myself, and as Attorney
to Mrs. Mary Turing, Captain Augustus De
Morgan, and Duncan Buchanan.

*Extract of Proceedings of the President and Council at Fort St. George, in their Military
Department, 31st January, 1770.*

RECEIVED this day a letter from John Call, James Bouchier, and George Mackay, Esquires, enclosing copy of a protest made by the Nabob's creditors against them, transcripts of which were transmitted to the Honourable the Court of Directors under cover to Mr. Secretary Michell.

*To the Honourable Charles Bouchier Esquire, President and Governor, &c. Council of
Fort St. George.*

Honourable Sir and Sirs,

SINCE we had the honour to lay before you a letter addressed to us by several of the Nabob's creditors, under date the 6th instant, we have yesterday received by the hands of Mr. Sykes, Notary Public, the accompanying copy of a protest in the name of the said creditors. As we perceive those creditors, whose names are there inserted, are desirous of involving in trouble not only us who have acted as trustees, but all other creditors who have conformed to the Honourable Company's orders, and submitted their claims on the Nabob to such an arrangement

as the Select Committee should make, we beg the favour that you will transmit this protest with the former letter, to the Honourable Court of Directors, and represent our conduct in such a light as may engage them to bear us harmless on this occasion.

As no person or persons hath received from us, on the part of the Nabob, the several accounts and papers relative to his debt to the private creditors, and as we think it necessary and proper that the Nabob should give us a general discharge, and declare how far we have acted conformable to equity, and his instructions, in the discharge of our trust, we beg the favour you will permit us to address him the accompanying letter, or that you will be pleased to obtain for us the release required.

Though we have long since forborne to act as trustees, yet as it seemed necessary that some person or persons should make up the Nabob's account with his creditors to the close of the year 1769, we have from that motive desired Mr. Johnson to do so; and as it is probable your Honour, &c. or the Select Committee, may have frequent occasion to refer to such an account on the application of individuals, or the whole of the creditors, we now lay a copy of the same before you, and declare it is a just account between the Nabob and his creditors to the 31st December 1769: we mean it is just as the bonds stood the 1st January 1769; but as we imagine many of the creditors have transferred the whole or part of their bonds, it is probable the whole amount may be subdivided into fewer or more hands, but still the sum total will be the same.

The Select Committee, by their answer of the 4th November to our letter of that date, expressing our reliance on the Company's justice and protection for the recovery of our property in the Nabob's hands, having assured us that they would recommend our case to the Honourable Court of Directors, and endeavour in the mean time to obtain payment of the interest of 10 per cent. which should become due on our capital sums, we flatter ourselves that the same will be paid us agreeable to our claims, as they stand stated in the general statement delivered herewith;

And are very respectfully,

Honourable Sir and Sirs,

Your very obedient and most humble servants,

Fort St. George,
31st January, 1770.

John Call
Ja^s. Bourchier
Geo. Mackay.

On this day, being the 15th day of January, in the year of our Lord One thousand seven hundred and seventy, before me John Sykes, Notary Public, dwelling and practising in Fort St. George, in the East-Indies, by lawful authority, duly admitted

admitted and sworn, came Peter Mariette, Gilbert Pasley, Andrew Rofs, William Petrie, Arthur Cuthbert, Stephen Briggs, John Spratt, Edward Hollond for John Hollond, Nicholas Morfe for all such Constituents as may require this of him, John Wood, Daniel De Castro for himself, Daniel de Castro and Moses De Castro, Attornies to Henry Fletcher Esquire, and also to Messieurs Aaron and Solomon Norden, Thomas Powney, Samuel Moses, junior; Arthur Cuthbert for Mrs. Phillis Hopkins and his other Constituents, Andrew Majendie, John Philip Fabricius, Attorney for some Orphans in Europe, John De Fries, George Smith, Attorney for Captain George Richardson, John Debonaire, Dawsonne Drake, Francis Barnewall, Robert Duncan Munro, Rebecca Cafamaijor, Alexander Davidson for Mary Pigou, George Stratton and Charles Smith, Attornies to Claud Russell, William Aldersey, and the Executors of James Haldane, deceased, George Stratton, Executor to the estate of John Smith, deceased, and Attorney to the Executors of Achilles Preston, deceased, Charles Smith, Attorney to Charles Floyer, George Stratton and Arthur Cuthbert, Attornies to General Richard Smith, John Turing for all such Constituents as may require this of him, Mary Powney, Nicholas Morfe, and George Smith, Attornies of Mr. Rawson Hart Boddam, and George Smith for Mrs. Mary Munro, and declared as follows; that is to say,—That John Pybus, John Call, and James Bouchier, Esquires, did on the 29th day of December, which was in the year of our Lord one thousand seven hundred and sixty-six, voluntarily accept of a letter or power of attorney from His Excellency the Nabob of Arcot, appointing them with all due form, and with full power, to transact for him, and in his name do and cause to be done every thing which might be requisite towards the discharge of his the Nabob's debts to his private European creditors, as will more fully appear on reference to the said power of attorney. That in pursuance of the said John Pybus, John Call, and James Bouchier's having accepted of the said power of attorney, they, the said John Pybus, John Call, and James Bouchier, did, on the 30th day of the said month of December, signify the same to the said creditors of His Excellency the Nabob by writing under their hands as follows :

“ The Honourable the Court of Directors having, by their commands of the
“ 17th May, forbid their servants, civil or military, to receive in future more than
“ ten per cent. per annum, interest on monies lent, except at respondentia;
“ and the Nabob Serajah Dowlah owing not only to such Servants, but to Free
“ Merchants and others residing under the Government of the East-India Com-
“ pany, large sums on bonds bearing unequal dates, at the rate of twenty per
“ cent. per annum, which he cannot now, nor probably will be able to discharge
“ for some time to come, hath thought it most equitable to propose that all his
“ private creditors should be put on the same footing, and that all his outstanding
“ bonds should be determinable at one period, to be renewed, principal and
“ interest, in one sum, and from thence to bear an interest of ten per cent. per
“ annum, payable in part, 'till the whole shall be discharged, at such times as
“ monies shall be received from certain countries which he proposes to allot for
“ that purpose; and that these his intentions may be carried into execution, and
“ that all other business relating to his debts as aforesaid may be fairly and clearly

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“ transacted

“transacted to the satisfaction, as he hopes, of all his creditors, he hath nominated and appointed us, by a power of attorney as hereafter entered, to act in all these matters, receiving the money from his Amuldars from time to time as it may be remitted, and paying of a certain proportion to each creditor whenever any considerable sum shall be in hand.

“Notwithstanding we are persuaded that such a charge as the Nabob has intrusted us with will be attended with much trouble, yet as we are convinced that some persons must take it on them to give relief to the creditors, and to ensure, as far as lies in their power, a fair and speedy discharge of such debts as come under their management, we cannot refuse to accept a charge in which so much of our own property and that of our fellow-servants and citizens is concerned; hoping that the rectitude of our intentions, and the manner of our proceedings, will prove satisfactory both to our constituents, and to all others for whom we are empowered to act. And that our proceedings may be clear and open to the inspection of all the creditors, we propose to have kept a regular diary in this manner of all our transactions, and a journal and ledger of all the receipts and payments, with such other books as may be necessary for the dispatch of business, by Mr. James Johnson, whom we have chosen as our Secretary and Accomptant on this occasion.”

That the said John Pybus, John Call, and James Bouchier, did, by virtue of the power of attorney above-mentioned, publish proposals to the said creditors, signed by them as Attornies to his said Excellency the Nabob, for consolidating, settling, and securing the said debt due from the Nabob to his said creditors, in which proposals they were named trustees for the Nabob; and the said creditors being also by the same proposals asked, whether they would accept of the said Gentlemen as their trustees, did agree to the said proposals, and did accept of the said Gentlemen as their trustees accordingly. That a deed of assignment of the rents and revenues of certain lands were accordingly made and executed by the Nabob in due form for the above purposes, bearing date the first day of January, in the year of our Lord one thousand seven hundred and sixty-seven, whereby the said John Pybus, John Call, and James Bouchier were appointed trustees as afore-said. That the said John Pybus, John Call, and James Bouchier, having accordingly taken upon them the trust above-mentioned, did continue to act therein, by receiving sundry sums of money, the produce of the revenues of the countries above-mentioned, to be allotted, and which were accordingly allotted or assigned over to the said John Pybus, John Call, and James Bouchier, in trust as afore-said; and by dividing such produce or sums of money among the said creditors, until the 17th day of November, in the year 1767, on or about which day George Mackay Esquire was appointed to and did accept of the said trust, in the room and stead of the said John Pybus on his departure for Europe; and the said John Call, James Bouchier, and George Mackay, did continue to act in the said trust from the said seventeenth day of November 1767, until the eighth day of November 1769, on which day they did in writing signify their intentions of resigning the said trust, as the said John Call and James Bouchier proposed.

proposed to embark for England by the first opportunity; and that particular intimations of the Court of Directors on this subject of the Nabob's debt had rendered it impossible either for them, or the said George Mackay, to continue in that charge, consistent with their duty and engagements to the Company; and that they were ready to transfer such books and accounts as were under their charge to any persons properly authorized to receive them, but that they could not act longer than a reasonable time for the appointment of others in the capacity of trustees, nor from the time of such their application receive any money from the Nabob on account of the said creditors. That in pursuance of such, the said John Call, James Bouchier, and George Mackay's application to resign the said trust, other trustees were nominated by his said Excellency the Nabob, and approved of by the said creditors, to act in the said trust in the room and stead of the said other trustees; but the said nominated trustees received a prohibition to act in that capacity from the President and Council of Fort St. George, communicated in two letters, and in a Minute of Consultation; to the former of which the several subscriptions of the said John Call, James Bouchier, and George Mackay, do appear, and to the latter they gave their concurrence, whereby the said nominated trustees were prevented and hindered from receiving the said trust from them the said John Call, James Bouchier, and George Mackay, or any money, books, accounts, papers, or other matters relative thereto; wherefore the said trust, and every thing relating thereto, still continuing in them, the said John Call, James Bouchier, and George Mackay, and they not proceeding in the execution thereof, the said creditors did, on the 6th day of this present month of January, address them to the following effect:

To John Call, James Bouchier, and George Mackay, Esquires.

GENTLEMEN,

IT is well known to you, that the Gentlemen who were lately nominated to fill the office of trustees, upon your application to resign the trust of the rents and revenues assigned by the Nabob for the payment of his debts to his private European creditors, did receive a prohibition from the President and Council, communicated in two letters, and in a Minute of Consultation; to the former of which your several subscriptions, as Members of the Board, do appear, and to the latter you did doubtless also give your concurrence. You are therefore well apprized that your application to resign, and the prohibition so issued, in which you did join, have hindered others from receiving the trust from you, and that this has occasioned considerable delay in the execution of it; during which time you also know that the tribute of 4,00,000 Rupees, owing by the Rajah of Tanjore for the last year, and two stipulated payments from the Nabob himself, one of 60,000 Pagodas in the middle of November, and another of 80,000 Pagodas at the end of last month, ought to have been received by the trustees; nor are you ignorant how much the interest of the creditors has already suffered by this delay, and how much more hurt and damage will befall them if the same should be continued. To remedy which, we, the underwritten creditors, and attorneys for creditors, for ourselves and for our constituents, as well as for such other creditors

as may desire to preserve the effect and validity of that satisfaction and security, which has been granted to us and to them by means of the assigned rents and revenues, do hereby intimate to you, that you ought to proceed in the execution of the trust without further delay; and on your failing so to do, that we apprehend you are and will be answerable, jointly and separately, in your proper persons and estates, for all and every damage or loss which may happen through any lapse, inactivity, or neglect of your's; seeing that no resignation, transfer, or surrender has been made of the trust to others, and especially that the prohibition thereof is an act in which you have immediately joined; so that the trust must be considered as still remaining in you, Gentlemen, who were duly constituted, and have acted as trustees without interruption 'till you applied for a resignation, which has been so stopped from going into other hands. Nor does it seem improper to bring to your remembrance in few words, that this trust was created by means of an application in writing to the creditors from, and subscribed by the first two of you, Gentlemen, jointly with Mr. Pybus, by virtue of a power of attorney from the Nabob, for the special purpose, and in nature of proposals from him for consolidating, settling, and paying his debts to these creditors; in which address the same Gentlemen were proposed as agents for the creditors also, and being accepted of, they were appointed by the deed of assignment, with the mutual confidence of both the debtor and his creditors, to the guardianship of the property of the latter, as the joint trustees of both, and with the particular knowledge and approbation of the President and Council, of which they were then also Members; and that they were so, did doubtless then recommend them to the creditors as the more fit to fill and support an office of so much trust, confidence, and honour: in which opinion and faith the creditors were also strongly confirmed by a subsequent address made to them by the same trustees on the 30th December 1766, to which we desire that you will be pleased to refer; and then remembering that two of you, Gentlemen, have since continued to execute the trust, jointly with Mr. Pybus, for about ten months, and since with Mr. Mackay, who was duly appointed in Mr. Pybus's stead, on his departure to Europe in November 1767, you will clearly perceive the necessity there is that no lapse or delay should happen through your means: and you will seriously consider whether the intentions of the Court of Directors, which you have suggested in your address upon the subject of your resignation, will (as we do not conceive that they can) be sufficient to clear you to the creditors from the consequences of a delay or failure, and still less acquit you of any thing that may tend to make void a trust so obtained, granted, and possessed; more especially as it is of so great and general a consequence, and of so public a nature. It is therefore highly necessary that you take the proper measures to prevent a farther suspension thereof, by acquainting the Nabob, that the late intended appointment of other trustees did not take place, and therefore that it still rests with you to receive these several sums for the account of the creditors, and to proceed in the further execution of the trust, until a regular transfer or delivery thereof into other hands is made; and that this is the proper and regular means of clearing and acquitting yourselves. You, Gentlemen, are too sagacious not to see and consider, and not to remember, that not only your honour and credit, but

but also your interest, is engaged to use without any further delay the necessary means for your acquittal in the due discharge of the trust; in failure of which, and in justice to ourselves, and to such other creditors as may expect or desire any benefit from the assignment, we shall be under the necessity to proceed further, by protesting against you for all the consequences which may arise from a neglect or delay in the execution of the trust.

We are,

GENTLEMEN,

Fort St. George,
6th January, 1770.

Your most obedient servants,

N. B. Signed by many of the creditors.

That notwithstanding the said creditors did in their said letter to the said John Call, James Bouchier, and George Mackay, so clearly state the nature of the said trust, as it then stood and appeared to them, and the necessity there was for them to continue in the execution thereof, and acquaint them with the consequence of their not doing so, yet the said John Call, James Bouchier, and George Mackay, have not, nor has any of them, either proceeded in the said trust, or given the said creditors any satisfactory answer thereto, whereby the said creditors have sustained, and do and may still sustain, considerable damages on the premises.

Wherefore I, the said Notary, at the request of the above named creditors, and on behalf of themselves and their constituents, as well as such other creditors of his said Excellency the Nabob as may desire to preserve the effect and validity of the assignment above mentioned, and avail themselves of this instrument, have protested, and by these presents do solemnly protest against the said John Call, James Bouchier, and George Mackay, jointly and separately, for all losses, costs, charges, damages, and expenses, which they, the said creditors, have either jointly or separately suffered, sustained, or been put unto, or which they or any of them may suffer, sustain, or be put unto, for or by reason or means of the said John Call, James Bouchier, and George Mackay's refusing or neglecting to act in the said trust, and joining in the above-mentioned prohibition of the nominated trustees. Thus done and protested in Fort St. George, the day and year first above written.

JOHN SYKES, Noty Pubk. (L. S.)

Extract of Proceedings of the Select Committee at Fort St. George, 1st February, 1770.

CAME in the following letter from the Nabob :

From the Nabob of the Carnatick to Governor Bouchier, dated 30th January, and received 1st February, 1770.

. I HAVE received your letter of the 12th October.

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You

You tell me, that at a meeting some time since of the Select Committee at the Garden-house, where I also came, you informed me of the sense the Company had expressed to you of the assignment their servants had taken from me 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 you had orders to demand of the said creditors a renunciation of any right they might pretend to derive therefrom, independently of the Company; that you purposed to do so; and that when you had received their answer, and understood their intentions, you should desire another conference with me, that you might then open to me fully and without reserve certain matters, relative to this and other subjects, which you have in charge from your Superiors, and which require cool and dispassionate deliberation. That having received from my creditors an answer to your propositions, and being desirous of advising with me thereon, you beg that I will appoint a time and place, when and where we may have the satisfaction of seeing each other. This I understood. You have probably been informed of my sentiments by my reply to your letter of the 1st of October.† Every instant passes in a due remembrance of my obligations to the Company, and in every concern do I esteem the pleasing of them as the first consideration. At whatever time and whatever place therefore you and the rest of the Committee may think proper, I am ready to attend.

What can I say more?

Extract of Proceedings of the Select Committee at Fort St. George, 2d February, 1770.

THE following letter was this day received from the Nabob:

From the Nabob of the Carnatick to Governor Bouchier, dated 30th January, and received 2d February, 1770.

I HAVE received your letter of the 1st October. You tell me, in conjunction with the other Gentlemen of the Committee, you had communicated to me in confidence the orders you had received from the Company, to demand from my private creditors the renunciation of the assignment for the payment of my debt; and had informed me of the right of preference the Company claimed of the payment of a debt contracted for my interest, and the preservation of my country, to *that* of individuals arising from motives of private advantage. That you had desired that you might meet me again, when you had received their answer, to concert together the means which should then be taken for an equitable liquidation of both debts; that I agreed to this; and you expected, as the interval could not be of much length, that I would have waited the expiration thereof, and not involved you in fresh disputes with my creditors, by paying of money to my creditors without giving you advice thereof, and notwithstanding my having urged my inability to furnish the current expenses; your surprise at all which was very great; and also, that instead of aiding and joining you in the relief of the necessities which your support of me had drawn upon you, I was taking such steps to defeat your counsels, and perplex you in the measures you had imparted to me in confidence of the friendship subsisting between us: you desired therefore, that until you had communicated to me the result of your proceedings

† Vide page 64.

ceedings with my creditors, I would not make any further payments to them. All this I understood.

It is very certain that you did communicate to me the Company's orders to you, and I did agree likewise that I would concert with you the means for an equitable liquidation of both debts; I can by no means help, however, your understanding that I would wait 'till the time of your negotiations with the creditors was expired. My agreement was to join you in the means of paying off both debts, and not to stop the payment of what I had promised to my creditors. In Mr. Pigot's time, notwithstanding the sum of fifty Lacks of Rupees was desired of me, yet was I obliged to give sixty; and at that time, owing to the wars in the country, the same was not in a situation to answer the furnishing of such a sum; but now it is still worse than before, as well on account of the war with the Subah, and the laying waste thereof by Hyder Naigue for these two years past, as the supplying of provisions, bullocks, &c. to the English army. In this state of distress, some of the English, who were acquainted with me, taking compassion thereon, assisted me with the loan of some money; which knowing the Company's necessity, and desirous of pleasing them, I borrowed at whatever interest it could be procured at.

Mr. Pigot, on finding the burthen and debt I laboured under, from motives of compassion, justice, and pity, wrote to me in his letter of the 23d of November 1762; "On account of the money you paid the Company last year, you have been obliged to borrow a large sum from Soucars, and to use severities to the people besides in collecting of money from the country; had I known that the collecting of last year's amount would have been so distressing, I would doubtless, have acted conformable to your ability;" after which, he abated considerably in the yearly sums he took from me. Mr. Palk also, in the time of his government, for the above reasons, shewed me great lenity, and was desirous to fix the interest at eighteen per cent; but at last the same was settled by him and the Council at twenty: the Company however being informed of all these circumstances, sent directions from Europe that only ten should be received; and here how shall I express all my obligations to the Company, through whose favour it is that I have a prospect of paying off my debt? It was on this account that I have given my creditors such firm promises; and actuated *merely* by the principles of honesty and gratitude was it that I made those repeated representations on their behalf, and *not with a view of perplexing your Councils*. If, in consideration of a single obligation then conferred on me by those that lent me money, I have recommended and exerted myself so much in their concerns; when there are such as the Company and their representatives, whose favours and obligations the hearts and minds both of myself and children overflow with, how is it possible for me to act contrary to what you desire either in person or in writing, especially when I know that my good is intended thereby? Agreeable therefore to what you write to me, 'till the payment of the Company's money is effected, which is without interest, and most certainly was expended in the preservation of the country, out of the present money none shall be paid to the creditors.

What can I say more?

Extract

Extrañ of Proceedings of the President and Council at Fort St. George, in their Military Department, 2d February, 1770.

CAME in a letter from the Nabob's creditors, enclosing a letter to the Honourable the Court of Directors, and a copy of their minutes, and requesting that they may be forwarded per Britannia; a letter thereupon was wrote to Mr. Secretary Michell, accompanying the said letter and minutes, to be laid before the Honourable Court.

To the Honourable Charles Bouchier Esquire, President and Governor, &c. Council.

Honourable Sir and Sirs,

THE under-signed creditors of the Nabob request the favour of your Honour, &c. that the accompanying address to the Honourable the Court of Directors, on the subject of the debt due by His Excellency to us and our constituents, may be forwarded by the Britannia, together with a copy of the proceedings thereupon, since the first address to the Select Committee to the trustees on the 23d September; and that no obstacle may arise from our being so late in our application to you, which was unavoidable, we herewith likewise deliver a copy of our said address, and of the proceedings.

We have the honour to be, with the greatest respect,

Honourable Sir and Sirs,

Your most obedient and most humble servants,

Fort St. George,
31st January, 1770.

Daniel De Castro.
Andrew Ross.
Stephen Briggs.
John Spratt.
Peter Marriette.
F. Barnewall.
Dawsonne Drake.
Gilbert Pasley.
John Phil. Fabricius, Attorney for some orphans in
Europe

Saml. Moses, junior
Tho^s. Powney
George Smith, for Mrs. Mary Munro
Andrew Majendie
Nic. Morse } for Mr. Rawson Hart Boddam,
George Smith } provided he approves
John Wood
John Debonaire
Mary Powney
Arthur Cuthbert, for himself and Mrs. Hopkins
Rebecca Casamajor
Charles Smith, Attorney to Claud Russell
Charles Smith, Attorney to Charles Floyer
Alexander Boswall
John De Fries.

To the Honourable the Court of Directors, for affairs of the United Company of Merchants of England trading to the East-Indies.

Honourable Gentlemen,

THE under-signing creditors of the Nabob of the Carnatick find themselves under the necessity of appealing to you, on behalf of themselves and their constituents, for relief, remedy and redress, in the recovery of the debt which he owes them; which is founded upon bonds granted by the Nabob and his eldest Son, and for the further security of which, an assignment of certain rents and revenues, and of a certain annual tribute, was conveyed in trust for the use of the whole of his private European creditors. The circumstances of this debt have long since been made known to you by your President and Council, and you have been informed that it was consolidated and settled, and the payment so secured in December 1766 and January 1767, by their express recommendation, and under their sanction and protection, in consequence of the construction which was at that time put upon orders transmitted by you in May 1766, for limiting the interest of money which should be lent in future by your servants to 10 per cent per annum; by which means occasion was then taken to reduce the interest upon the Nabob's debt to that rate, although it was but the half of what he had engaged to pay to his creditors; and to this, so great reduction of interest, those who were not in the service did also acquiesce for themselves and their constituents, in consideration of the security which was so founded, and so established. Seeing it was put upon the equitable footing of a consolidated debt, which was to bring every separate claim into one aggregate fund, to give an equal proportion and share to each creditor; who thereby also becoming united in interest with the rest, this gave a confidence of the security, which yielded satisfaction to all, upon the reasonable supposition that no separation or disjunction could happen but what must tend to narrow the interest of the whole, and therefore, as well as from principles of justice and honour, would be avoided. Nor was it at all imagined that any internal accident or circumstance could arise to impeach or hinder the due and effectual recovery of a debt so settled by your representatives, and for which the public faith of your firm and steady ally the Nabob, together with that of his eldest Son, was pledged to them and to his creditors in the most ample and best form that could be devised here. And it was most firmly believed, that your President and Council would especially think themselves bound in justice and honour to see the same fulfilled, on the equitable consideration that the money, when the debt was originally contracted, was borrowed to support the joint operations of the Company and of the Nabob, and to pay off a great part of his debt to them on particular emergencies, and when it would have been extremely difficult, if not impossible, to raise the sums which were necessary in any other manner. In these expectations the creditors were not disappointed for the first two years, and the greatest part of the last; and if the unfortunate war with Hyder Ally had not prevented the Nabob from discharging his debt to the Company, and from paying a larger share of that due to his private creditors,

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these last must undoubtedly have found a very considerable reduction of their claims: but even this, though it proved the cause of much distress to them, gave them a further opportunity of lending their assistance to the Company, by supplying them with about Pagodas 3,25,000, (a large share of what they had received from the Nabob) at a time when it would have been extremely difficult to raise money otherwise for the public occasions, and when the creditors themselves were exceedingly distressed by the scarcity thereof; which loans to the Company they also consented to make at the common interest of 8 per cent. though the Nabob pays 10, and though many of them were obliged to pay at that rate for what they borrowed of others; which they did also represent to the President and Council, who promised to report it to you, and the creditors do still hope from your justice for an allowance of the difference.

Their affairs being in this situation for near three years, and the late war being at an end, they entertained the flattering hopes that a considerable reduction of their debt would soon take place; and the Nabob seemed also, by his particular intimations to them, to assure himself of the same desirable prospect; nor had they any reason to doubt the sincerity of his intentions, as he had taken certain means to pay within the last year 25 per cent. upon the principal. With these expectations in their view, and having always the most firm and absolute dependence upon the faith, honour, and protection of your representatives, under whose sanction, and at whose recommendation, these means of the recovery of their property had been established, it will easily be imagined how great was their disappointment, and how grievous their sensations, when a requisition was lately made to them by your Select Committee, in consequence of orders received from you, for a renunciation of their assigned security, without the offer of any definite or certain exchange of some other mode or means of payment, that could be supposed to carry any equivalent to the present; so that it was found altogether incompatible, if not a breach of trust, should the attornies of absent creditors (who are nearly the half in value, and many of them in Europe) take so great a hazard upon themselves. The renunciation therefore of the security, upon the footing it was demanded, was absolutely impracticable, though those who are creditors in their own right should have consented to it, as it must have been an act of the whole to disengage every creditor from the share he has in it. But it appearing plainly to the creditors, that these orders were founded on a mistaken idea of the nature and terms of their security, either from a want of due information or a misapprehension thereof; and knowing that the President and Council had, in March last, intimated to you, that you had not been sufficiently informed of the most material circumstances of this case, that they therefore did give you a further and better information, with their own sentiments, and a representation from the creditors, together with authenticated copies of the deed of assignment, and of all the other material papers; the Creditors did take occasion to represent this to the Select Committee, on their application for a renunciation of their assignment, in the hopes that a further consideration of these circumstances, and of the opinion which had been generally formed of the spirit and intention of your orders, as they had been communicated to the creditors in a letter from the Select Committee, who have never favoured them with any

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copy or view of the original, would weigh so far with the Committee, as to let the affairs of the creditors proceed upon the established footing until your further sentiments should be known, as these might now be soon expected. But the creditors receiving no answer to this address, and their trustees declining their charge, accompanied with a request that others might be appointed in their stead, and with a declaration that they would not receive any more money on account of the creditors, although another payment of 60,000 Pagodas was then near due, and soon after tendered, and a further payment of 80,000 Pagodas approaching, besides the Tanjore tribute of four Lacks of Rupees for the last year, which was still unpaid; a further address was made to the Select Committee on the behalf of the creditors, with the hopes that the difficulties which had arisen might still be removed; and in case that could not be obtained, requesting to know whether any other or what terms could be granted to the creditors as a security for their property; it being hoped that something might have been settled in the mean time with the Nabob, which might induce the attorneys of absent creditors, as well as those who were present, to acquiesce with the renunciation.

And the President and Council having within that time called together all the servants of the Company, civil and military, and read to them your orders relative to the Nabob's debt to his private creditors, or such part as the Select Committee thought proper to permit to be read; and taking occasion at the same time to intimate to them publicly that their treasury was greatly reduced, the creditors, (always ready and willing to shew their zeal to the Company, by lending their property for the public service, and might therefore, with the greater reason, expect to enjoy the undisturbed recovery thereof) took the occasion, in the same address, to offer their money for the use of the Company. But to this the creditors were answered, "By a repeated requisition to conform themselves *simply and unconditionally* to the orders which had been communicated; and were told that the Select Committee could not *bargain for a submission* to your authority in your own Settlements, with your own servants, and others equally with them bound by their covenants."—To which it was in substance replied,—That it was well known to the Committee that *the matter in question related entirely to the private property of the creditors*, which they never meant to be put in competition with the Company's service, nor with their interest; and that that property had been chiefly lent for the public service, in times of much exigency, and the payment thereof secured by means of the Company's representatives; from whom any impediment was therefore the less expected, especially as the creditors did again repeat the offer of their money to supply the public occasions, and more especially as the orders lately received seem to be founded on circumstances which do not and never did exist, arising from an erroneous opinion which had been formed, that the creditors had asserted an independent and exclusive claim, derogatory to the honour and dignity of the Company; but that this had no foundation in truth; nor could such an idea have been formed, if it had been remembered, that the mode of the security which was granted to the creditors, and every thing relating to it, was pointed out and recommended to the Nabob by the Company's representatives, who would be no more inclined to defire him, than he would be willing to grant any thing that could furnish the least foundation

foundation for such claims to the creditors ; and this is very apparent from an express clause which is inserted in the deed of assignment, prohibiting the trustees from removing or dispossessing the officers placed by the Nabob in the districts for the sole management and collection of the assigned rents and revenues. That the Company's representatives were only now solicited not to withdraw their countenance and protection from the creditors, and especially not to bar or impede them in the recovery of that property (which had been so secured) from their debtor, who had shewn a good inclination to perform his engagements, and had too just a sense of his long and close connexion with, and obligations to the Company and to the Nation, to break through a security of so great, so general, and public a nature, and in which he had also joined his eldest Son for greater assurance to the creditors, of whose particular services also done to him and to his Government by means of the loans, he had in many addresses made the most particular acknowledgments. That the creditors are all subjects of Great-Britain, who had lent their money on the faith of that connexion of interest, friendship, and alliance which subsisted, and which they had reason to believe would always subsist between the Nabob and the Company ; whose representatives therefore they firmly believed would ever be ready and willing to grant them the most effectual assistance in the recovery of money so lent and so employed ; of which indeed they had a testimony in the settlement which was made of the present debt, and the security which was granted for the payment of it by means of these representatives. That it was under this faith and confidence that many of the creditors had lent their all, and others the greatest part of their property, as a secure fund which might yield them comfort and subsistence ; so that many of them, especially widows, orphans, and such others as have not now any other means of support, can but ill bear such losses and disappointments as must arise from delay. That many of the creditors are also widely dispersed, some in other parts of India, more in Europe, and some also Executors, whose general consent (since attornies cannot in this case answer for absentees) cannot for a long time be procured ; a compliance in such creditors in their own right as are upon the spot cannot have the intended effect. That many of them are not in the Company's service, nor subject to any covenants ; that the acts of such as are so, though they should submit their claims, and even *make a renunciation simply and unconditionally*, could not be legally binding upon others, to affect their rights and the recovery of their property, though such conduct might make them answerable to other creditors for any detrimental consequences which might arise from them by such steps, as might be inconsistent with the joint agreement, by which they stood engaged, and had accepted of a joint security to receive an equality of payment ; and furthermore, that the circumstance of some creditors being upon the spot and others absent, or of some being servants of the Company, or bound by covenants, and others not so, ought not in justice nor in reason to be advanced or enforced on the present occasion, because it is a matter entirely adventitious, and not founded on the just consideration of the subject itself.

To these and other matters of representation, which were more particularly set forth in their address, no further answer was given. But in the mean time the

creditors found that measures were determined upon and pursued *to impede and bar* the recovery of their property, and the due effects of the assignment. A public intimation was given by the President and Council, that an order of the year 1714, prohibiting all manner of correspondence, and all money transactions, directly or indirectly, with the Country Government, but through your President and Council, was revived, and was still irrevocable and never to be departed from; and in the same intimation, your order of May 1766, which limited the rate of interest for your servants only, was now said to include others also, and was construed not to take away the prohibition in the order of the year 1714, though the President and Council, who received and published it, had construed it to permit the lending, and, as indeed it plainly meant, an universal liberty to lend money at the limited interest, without any distinction of borrowers; and was the very means by which your President and Council did settle this debt of the Nabob, and reduced the interest thereof. This intimation however was sent by the Board to the Gentlemen who had been nominated by the Nabob, and approved by the creditors, upon their acquainting the President and Council of their being appointed to be trustees in the room of Messieurs Call, James Bouchier, and Mackay, who had desired leave to resign, with an express declaration of the necessity there was that others should be appointed without delay, to whom they might deliver over the trust, with the books, papers, &c. belonging thereto; and at the same time these nominated trustees received a letter from the President and Council, expressly prohibiting them to accept of the trust or act in that capacity; to which the signatures of the same Gentlemen (as Members of the Council) did appear, who had immediately before, as trustees, desired that the nomination might be made, and as creditors had approved of it; such palpable inconsistency did measures so unprecedented and so extraordinary produce:—and as they were hurtful to the creditors, they desired the nominated trustees to represent to the Council their opinion of them; particularly in regard to the revival of the order of the year 1714, and the grievous effects and tendency of such a proceeding; but still without effect, though they were only soliciting the countenance and protection of the President and Council to be continued, as it had before been granted to the means which had been established by themselves for the creditors, when these and all other persons, ignorant of the obsolete order of the year 1714, which prohibits such loans, knew only that of 1766, which directly permitted them. By such means however, the acceptance of the trust by others being rendered impracticable, and the real trustees still declining the trust, though no resignation could be made until it was delivered over to others, many of the creditors in their own right, and some of the attorneys of absent creditors, who were sensible of the inconsistency and impracticability of a partial renunciation, and therefore avoided a step which might be construed as a disjunction and separation from the rest, (but which all the Members of your Council, and some others of your Servants, had taken for themselves, but none of them for their constituents) found it expedient to return an answer to a letter which had been addressed to them by the young Nabob, on the subject of the present difficulties and embarrassments of his Father in regard to his debt to the Company and that to his private creditors; and they took occasion to intimate to him, that they were willing to accept of an exchange of such other equivalent as

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might be concerted between the Nabob and the Select Committee, provided it carried a due security for the payment of the debt owing to them.

This letter to the young Nabob was sent through, and the subject thereof was recommended to the President and Council, and it was forwarded by the Select Committee; but the creditors have not received any reply to it, nor has it produced any alteration in the measures which the Committee and the President and Council had adopted, though it was expected to effect an accommodation of security and due payment to the creditors, suited to the means of the recovery of the Nabob's debt to the Company. This however also failing; the trust at a stand, and barred in it's operation; the Nabob being *forbid* to pay any more money to his private creditors; and no other terms, equivalent, or exchange, being obtained by the creditors, either through the Select Committee or the Nabob, they were induced to add another representation to the three former, and to propose the only direct and clear offer which they could consistently make.

A transfer of their assigned security, with the interest of ten per cent. to be made immediately to the Company for their bonds to the creditors separately at eight per cent. per annum, payable in five or seven years, or sooner, in the opinion of the Company, upon a supposition that all the creditors (as well the attorneys of others, as the creditors in their own right) would accede to it without delay, upon a presumption that the Nabob's consent would be obtained; and though this would at once be the means of quieting the minds of the creditors, and affording content to all the Settlement in general; and though there is not the least doubt that the Company's agents would recover the money in a much shorter time than the creditors could do, and probably within three years, whilst they would also enjoy in the mean time an advantage of two per cent. in the interest, which advantage, and the more speedy prospect of recovering their money, the creditors were willing to give up for the sake of harmony and unanimity; and as a further testimony of their attachment to the interest of the Company, and of their duty to you upon all occasions, as far as the regard which they owe to themselves, and to those who are connected with them, will permit; yet in this last step also they find themselves disappointed, the Select Committee having answered them by the following short letter from their Secretary:

To Messieurs Daniel De Castro, Arthur Cutbbert, Andrew Rofs, and George Smith.

GENTLEMEN,

I AM directed by the Select Committee to acknowledge the receipt of your letter of the 22d instant,† and to acquaint you that they cannot agree to the proposals contained therein.

I am, GENTLEMEN,

Your most obedient humble servant,

Fort St. George,
28th January, 1770.

J. M. STONE, Secretary.

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† Vide page 186.

This being the substance of the proceedings of the creditors with your Representatives, that every thing which has passed on this important business since the application of the Select Committee may be clearly known to you, we herewith send you a transcript of the whole;* to which we do humbly request a reference and attention, as containing a more particular explication of the case of the creditors, and adducing a testimony of the moderation of their conduct, in trying every consistent measure and means that could tend to procure here an equitable accommodation and settlement of their just claims, and avoiding distant applications, at the same time that you will perceive from it their constant care to preserve a due deference and respect to the Honourable Company's Representatives in the whole of their proceedings. We do therefore, on the behalf of ourselves and our constituents, again repeat our appeal to your justice for relief, remedy, and redress, for the losses, injuries, and delays which have arisen, and may still arise, from these proceedings of your President and Council and Select Committee; the effects of which we have with much attention and solicitude endeavoured to avoid consistent with the safety and security of our property, at present withheld from us by means which we believe to be unwarrantable, and which we persuade ourselves that you will disapprove of; anticipating in the mean time our hopes, that the just apprehensions of the very great inconveniences to many of the creditors, which would unavoidably attend the long time required for obtaining redress from England, will be greatly alleviated, if not removed, by the three Gentlemen who, by the advices received from home within these few days, are hourly expected with ample power from you, and from whose well-known and approved abilities, undoubted candour, and justice, we have great confidence that the creditors will receive a speedy remedy and relief. But as the powers which these Gentlemen may be invested with cannot as yet be known, and we having always in our thoughts the largeness of the property which is thus depending, with the effects which the want of a representation of facts and circumstances on the part of the creditors may be attended with to their prejudice, we have thought it highly necessary not to omit the first opportunity of laying this plain state of our grievances before you; but lest the powers of the Gentlemen who are expected should not extend to our case, we have been induced to nominate General Richard Smith, Captain Philip Affleck of the navy, Captain Herbert Sawyer of the navy, Colonel Charles Campbell, Thomas Saunders, Richard Fairfield, Stephen Guyon, Norton Hutchinson, Thomas Parry, Isaac Solly, George Brown, Esquires, Messieurs Aaron and Solomon Norden, James Johnson, and John Calland, most of them fellow creditors, and the rest our friends or attorneys, to second our application, and obtain such remedy and redress in the premises as the creditors are entitled to in reason, justice, and humanity.

We deliver this address to the President and Council, with a request that they will forward it to you; and we hope that they will not refuse us so reasonable a favour, on an occasion of so important and so general a concern to many of His Majesty's subjects abroad and at home, and which does at this present time amount

* The Proceedings of the Creditors are printed in a subsequent part of this Appendix.

to Pagodas 18,45,800, equal to £. 738,320 sterling. We have the honour to be,
with the most perfect regard and respect,

Honourable Gentlemen,

Your most obedient and

most humble servants,

Fort St. George,
30th January, 1770.

Daniel De Castro
Andrew Rofs
Stephen Briggs
Gilb^t. Pasley
Arth^r. Cuthbert
Samuel Moses, jun.
F. Barnewall
Tho^r. Powney
Gilb^t. Pasley, attorney for Colonel Donald Campbell, Captain F.
Griffin, and Executor to the estate of Captain Cowley
John Wood
John Sprat, for myself, and John Griffin
Nic. Morfe, for all such constituents as shall approve
Nic. Morfe, } for Mr. Rawson Hart Boddam, provided he ap-
George Smith, } proves
George Smith, for Mrs. Mary Munro
Arth^r. Cuthbert, for Mrs. Hopkins
John Phil. Fabricius, attorney for some orphans in Europe
Andrew Majendie
Dawsonne Drake
Peter Mariette, for self, and Executor to the will of the late Captain
George Airey
John Debonaire
Mary Powney
Rebecca Cafamaijor
Charles Smith, attorney to C. Russell
Charles Smith, attorney to C. Floyer
Alexander Boswall
John d'Fries.

*Extract of Proceedings of the President and Council at Fort St. George, in their Military
Department, 5th February, 1770.*

RECEIVED this day a letter from Messieurs Call, Bouchier, and Mackay, en-
closing a copy of a letter wrote to them by the Committee of the Nabob's creditors,
setting forth, that it had been credibly reported, that Messieurs Call, Bouchier, and
Mackay, had received a part of the tribute from the Rajah of Tanjore, which had
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been assigned over to the creditors, and requiring a direct and immediate answer, whether they had or had not received the same? Messieurs Call, Bourchier, and Mackay, absolutely deny that there is the least truth in the report, though they thought it unnecessary to return any answer to the creditors, and request that copies of the above letters may be transmitted to the Honourable Court, which was accordingly done under cover to Mr. Secretary Michell.

To the Honourable the President and Council.

Honourable Sir and Sirs,

ENCLOSED we beg leave to send you a letter we received late last night from Messieurs De Castro, Rofs, Cuthbert, and Smith, in the name of the Nabob's creditors, to which we have returned no answer; because after the declaration we made to the creditors assembled on the 3d of last November, and which stands on their minutes, and the restraints which they know we are under not to act in any affairs between the Nabob and them, we cannot conceive with what view they could make such an application to us on so frivolous a pretence as an idle report spread about the town, unless to draw something from us in writing, which they think might favour the prosecution they seem determined to carry on against us. And though we are fully satisfied, that after what has already past relative to the Nabob and his creditors, your Honour, &c. would not suspect us of interfering in any shape whatever in these affairs without your knowledge, yet we think it necessary to declare in this public manner, that the Rajah of Tanjore has not, directly or indirectly, paid or tendered any money, or bills for money, to us on account of the Nabob's creditors, nor have we even received so much as a message from him on that subject, but what we have communicated to the creditors, and stands on their minutes, before the Company's orders were made public. We are, with great respect,

Honourable Sir and Sirs,

Your most obedient humble servants,

Fort St. George,
4th February, 1770.

John Call
Ja^s. Bourchier
Geo. Mackay.

To John Call, James Bourchier, and George Mackay, Esquires.

GENTLEMEN,

AT a meeting of the Nabob's creditors this morning, it was agreed upon, that we as a Committee should address you on the occasion of a credible and probable report, which has prevailed within these few days, that the Vackeel of the Rajah of Tanjore had lately paid into your hands, by a bill payable to John Call Esquire, or otherwise, the sum of 1,50,000 Rupees for the use of the creditors, on account of the annual tribute assigned over to them by the Nabob; and that the Rajah had also

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made remittances, or given satisfaction for the remainder, which he had before promised to pay to you as trustees to the creditors; we do therefore desire that you will give them a direct and immediate answer, whether any and what sum has at any time been paid by the said Rajah on account of the last year's tribute due to the creditors, or what satisfaction he has given, and whether it is not intended that the sums so remitted or satisfied shall be immediately paid to the creditors.

We are, Gentlemen,

Your most obedient servants,

Fort St. George,
3d February, 1770.

Daniel De Castro
Arthur Cuthbert
Andrew Ross
George Smith.

Extract of Proceedings of the President and Council at Fort St. George, in their Military Department, Monday, 19th February, 1770.

P R E S E N T,

Josias Du Pré Esquire, Governor, President.

Warren Hastings
George Stratton

Samuel Ardley
George Dawson
Richard Brickenden

George Mackay.

READ a letter from Messieurs Call, Bouchier, and Mackay, dated 7th instant, enclosing copy of one addressed by them to the Nabob, requesting that he would appoint some person to receive from them the books, papers, &c. relative to his debts to individuals; and that he would grant them a certificate, that all the sums received by them as trustees have been duly brought to account; and that he would declare whether any sum or sums of money have been received by, or tendered to them, on behalf of the creditors since the 30th September last: setting forth also, that the Nabob's answer thereto, copy of which they enclose, is by no means direct or satisfactory, and therefore requesting, that the Board would procure from him a positive and direct answer to the following two points, viz.—Whether he is satisfied that all the sums received by Messieurs Call, Bouchier, and Mackay, on account of the creditors, have been justly and duly brought to account;—and whether any sum or sums of money have been paid or tendered to them, on account of the creditors, since the 30th September last.

AGREED, That the President be desired to apply to the Nabob for a positive and direct answer in writing to the said points.

To

To the Honourable Josias Du Pré Esquire, President and Governor, &c. Council, at Fort St. George.

Honourable Sir and Sirs,

AGREEABLE to your permission granted us in Council the 31st ultimo, we addressed the Nabob a letter, of which the enclosed is an exact copy; and did expect, as we had undoubtedly reason to do, from the integrity of our conduct, to have received a satisfactory answer; but as we do not conceive the answer is so, we beg leave to lay the same before your Honour, &c. and to request, that as the Nabob has studiously avoided giving us that testimony, which common justice and truth ought to have induced the Nabob to give, with respect to no other sums having been received or tendered us, you will be pleased to obtain such a declaration or testimony as you judge we ought to have: because it has been industriously reported, and the Nabob seems by his conduct to confirm the credibility of such a report, that he had money, and did tender to us 60,000 Pagodas, which he agreed to pay the creditors the 15th November; and though nothing can be more false than that any tender or notification thereof was made to us, (who indeed, on the 3d of that month, declared we would not act or receive any money) yet as the creditors believe, or affect to believe, that money was tendered to us, and that we ought to be responsible for the same, as it was owing to our neglect or refusal that it was not received, we flatter ourselves you will relieve us from this imputation, and be convinced, that had such a tender been made after our declaration and your prohibition, we should have acquainted you therewith, and acted therein conformable to your orders. We are most respectfully,

Honourable Sir and Sirs,

Your most obedient humble servants,

Fort St. George,
7th February, 1770.

John Call
Ja^s. Bouchier
Geo. Mackay.

To His Excellency the Nabob Waulau Fau, &c. &c.

NOTWITHSTANDING your Excellency, by your letter of the 4th November, acquainted us, that you had appointed other trustees and attornies to act in our stead and receive the books and papers, yet to this day no person has taken them from us. As we flatter ourselves our conduct during the time we acted as your trustees and attornies has been strictly conformable to equity and to your instructions, and as Messieurs Call and Bouchier are now on the point of embarking for England, we cannot longer delay to request the favour of your Excellency to appoint some other person or persons to receive from us the papers and accounts in our hands, and by your orders to give us a receipt for them; and moreover that your Excellency, and the Nabob Omdat-ul-Omrah, after having perused the accompanying

nying account of annual receipts and dividends, and being convinced that it contains a just account of all the money which has passed through our hands, will be pleased to express your acknowledgment thereof, and give us a full discharge for all claims on that account: on our part we have signed and certified the same account reversed, which you will be pleased to keep. We must in the like manner request that your Excellency will be pleased to declare, in answer to this address, that no farther sums have passed through our hands, or have been rendered to us on account of the creditors, than to the amount expressed in the account which we have signed. These requests being no more than common justice, for the great pains and trouble we have had in executing a most unthankful office, without reaping the least emolument or advantage therefrom, we doubt not but your Excellency will readily give your testimony to the integrity of our conduct.

Mr. Johnson, who has for the space of three years acted as clerk in keeping your accounts with the creditors under our orders, having received no recompence or pay during that time, though engaged in much business, we take the liberty to recommend that he be allowed one hundred Pagodas per month; and if your Excellency approves thereof, we shall assign him the payment of that sum out of a deposite which remains as a suspense account, not claimed by any person, and for which dividends have been received by us, and placed out at interest, to be disposed of by you, if not claimed.

We again seize the opportunity of assuring your Excellency, that we wish you and your family the greatest prosperity, and all the blessings attending a peaceful and happy Government.

What can we say more?

31st January, 1773.

John Call
Jas. Bouchier
Geo. Mackay.

From the Nabob of the Carnatick to John Call, James Bouchier, and George Mackay, Esquires, dated 4th February, 1770.

I RECEIVED your letter dated 1st January on the 1st of February. You were pleased to intimate, that notwithstanding I wrote to you lately of my appointing other trustees and attornies to act in your stead, and receive the books and papers, yet to this day no person has taken them from you; that your conduct during the time you acted as my trustees and attornies has been conformable to equity and my intentions; that Messieurs Call and Bouchier are on the point of embarking for England, and that no further delay ought to take place; requesting me at the same time to appoint some persons to receive the accounts from you, and give you a receipt for the same:—all which I observe. Let me inform you, that as some time ago you wrote to me repeated letters concerning your resigning the service of trustees and attornies, I thereupon wrote the

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Governor and Council on that head, and did appoint persons that occurred to my thoughts; but the Governor and Council acquainted me by their letter of the 18th November, that the appointment of such persons on the part of the Circar was encouraging the Company's Servants and inhabitants of Madras in their disobedience to the Company. The Gentlemen of the Company are my protectors; and as the Governor and Council, being my old friends, acquainted me of their wanting the Company's orders to interfere in that business, which was the cause of their (meaning the new-appointed trustees) lying dormant, what could I have done more in that business? As you again write to me in pressing terms, I am therefore under the necessity of writing this to you, to desire you will deliver all the papers and accounts under your charge, together with all the letters wrote to you from the beginning to this day on this subject, to Mr. Johnson, who is in my service at present, and who is well acquainted with the affairs of the dealings relating to the accounts of the creditors, and take his receipt.

You were pleased to intimate also, that after I and Omdat-ul-Omrah perused the accounts of the annual receipts and dividends, to signify my approbation of the same, and send you a full discharge: you mentioned to me that you have sent the accounts to me, which I have not received; I desire you will deliver them to Mr. Johnson. I received your discharge under your sign and seal, and as the accounts were not examined by my Muttesuddies, I was considering at first how to give a discharge under my seal; but as Mr. Johnson took upon himself all consequences relating to the accounts, and gave his hand-writing on that head, and you are on the point of going soon, I have sent you the discharge under my seal.

You intimated to me likewise, that Mr. Johnson acted as a Clerk in keeping my accounts for the space of three years under your directions, but that he did not receive any recompence or pay, wherefore you recommend that 100 Pagodas may be allowed him for every month; in case of my approbation, you say that you shall assign him the payment of the sum out of a depostite which remains as a suspense account, not claimed by any person: agreeable to your desire I agreed to pay the said allowance or wages to him; you'll therefore pay it from the above space of time out of the depostite-money, according as you have wrote to me, and take his receipt and send it to me. I am thankful to you, because you took a great deal of pains in my business, and put my accounts on a proper footing.

May the Almighty increase always the days and riches of my friends equal to my friendship, and grant them safe arrival!

What can I say more?

Extract of Proceedings of the Select Committee at Fort St. George, Thursday, 15th March, 1770.

P R E S E N T,

Josias Du Pré Esquire, Governor, President.

Warren Hastings

Joseph Smith.

THE President requests, on behalf of James Alexander Esquire of Bengal, and in consequence of a letter lately received from him, that the Committee will be pleased to grant the Company's protection for the recovery of the debt due to him by the Nabob, in like manner as to other creditors who have requested the same indulgence; which is granted.

Extract of Proceedings of the President and Council at Fort St. George, in their Military Department, Monday, 26th March, 1770.

P R E S E N T,

Josias Du Pré Esquire, Governor, President.

Warren Hastings

Samuel Ardley

George Stratton

Richard Brickenden

George Mackay.

LETTER from Messieurs Daniel and Moses De Castro read, setting forth that a large sum yet remains due from the Nabob on account of the diamond purchased by him belonging to Messieurs Aaron and Solomon Norden, which they are prevented from receiving by the orders of the Board, prohibiting the creditors from receiving any money until the Company's debt be discharged; and therefore requesting relief.

To the Honourable Josias Du Pré Esquire, President and Governor, &c. Council of Fort St. George.

Honourable Sir and Sirs,

AS Attornies to Messieurs Aaron and Solomon Norden, of London, Merchants, we beg leave to represent to your Honour, &c. that some time in the year 1765, they, Messieurs Norden, did send out to this place a large diamond for sale, which was regularly entered in the Honourable Company's manifest, and consigned to us, who have the Honourable Company's permission to receive such consignments, and dispose of the same, without any limitation as to whom, so far as we can perceive by our covenants. The said diamond was sold in an open manner to His Excellency the Nabob, for which he was pleased to give his bond for Pagodas 50,000, payable in twelve months, with an interest of 20 per cent. being no more than it's acknowledged value, and the usual interest at that time paid by His Excellency. After this transaction orders were received here by the Honourable Company's servants limiting the Nabob's interest in future to ten per cent.—in consequence of which, Messieurs Pybus, Call, and Bouchier, all Members of your Council, did apply publickly to the Nabob's creditors, inviting them to join in one body to consent to the reduction of interest, and to accept of a mortgage of revenues assigned by His Excellency to them for the discharge of his debts to such as would consent to the aforesaid reduction; the truth of these allegations are well known to your Honour, &c.

The