

PAPERS RELATING TO THE
NAWAIBS OF THE CARNATIC

LONDON

1861

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NAWAUBS OF THE
CARNATIC.

#PP31

EAST INDIA (NAWAUBS OF THE CARNATIC).

RETURN to an Address of the Honourable The House of Commons,
dated 3 May 1861;—for,

“COPIES of all the TREATIES and AGREEMENTS entered into between the East India Company or the Government of *India*, and their Highnesses the *Nawaubs* of the *Carnatic*, from and inclusive of the Treaty dated the 23d day of February 1768:”

“Of SUNNUDS obtained by the Company from the *Nawaubs* of the *Carnatic*:”

“Of ROYAL FIRMANs of the Emperor of Delhi in favour of *Mahomed Ali*, *Nawaub* of the *Carnatic*:”

“Of SUNNUDS and Discharges granted by the Soubahdar of the Deccan in favour of the Company or of *Mahomed Ali*, in relation to the *Carnatic*:”

“Of all DESPATCHES and other DOCUMENTS of the Governments of *Madras*, of *Calcutta*, and of the Honourable the Court of Directors of the East India Company, and of any Officers connected with any of the said Governments and Company and of Her Majesty's Government, in any way relating to or affecting the Rights and Dignities of the *Nawaubs* of the *Carnatic* and Soubahdars of *Arcot*, and of His Highness *Azeem Jah*, now claiming such rights and Dignities, excepting so much of the said Documents as have been printed by Order of The House of Commons, on the 17th day of April last.”

Note.—Most of the documents enumerated above have already been presented to and printed by Order of The House of Commons, No. 175, Session 1803, “*Carnatic Affairs*.”

India Office, {
24 May 1861. }

J. W. KAYE,
Secretary in Political Department.

(*Mr. Layard.*)

Ordered, by The House of Commons,
27 May 1861.

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RELATING TO THE NAWAUBS OF THE CARNATIC.

Fort St. George, Political Diary to Consultation, 21st April 1857.

Received the following Letter :

No. 87, of G. A.)

From *E. G. Balfour*, Government Agent at Chepauk, to *T. Pycroft*,
Chief Secretary to Government, Fort St. George, dated 4 April 1857.

No. 28.

For the honour to subjoin copy of a letter from his Highness Prince
Shah Bahadoor, requesting me to forward the documents herewith en-
closed which I now do for the orders of Government.

I have, &c.
(signed) *E. G. Balfour*.

His Highness the Prince Azeem Jah Bahadoor presents his compliments to
Government Agent at Chepauk, and begs to enclose two khureetas, one to
the address of the Right Honourable Lord Canning, the Governor General of
India in Council, and the other to the Right Honourable Lord Harris, the
Governor in Council of Fort St. George, and requests that the Government Agent
be pleased to submit those khureetas to the Madras Government, and the copy
of those letters herewith enclosed may be perused by the Government Agent.

(signed) In Persian.
Prince Azeem Jah.

Shady Mahel, 3 April 1857.

To the Right Honourable *George Francis Robert Lord Harris*, Governor in
Council, Fort St. George.

My Lord,

I HAVE the honour to transmit to your Lordship the accompanying letter to
the address of the Right Honourable Lord Canning, the Governor General of India
in Council, a copy of which to your Lordship's perusal, and request your Lordship
will be pleased to submit the same with your Lordship's kind support.

Sic orig.

I have, &c.
(signed) In Persian.
Prince Azeem Jah.

Shady Mahel, 3 April 1857.

To the Right Honourable Lord *Canning*, Governor General of India in Council,
Fort William.

My Lord,

I, THE Prince Azeem Jah Bahadoor, son of his Highness the late Azeemood
Dowlah Bahadoor, Nawaub of the Carnatic, beg to offer my respectful and friendly
compliments to your Lordship, and to request your Lordship will be pleased to
take the following circumstances into your Lordship's favourable consideration:—

That in the perusal of Extract Minutes of Consultation of the Madras Govern-
ment, dated the 19th February 1857, I regret to learn that my allowance has
been fixed at the rate of one lack of rupees per annum, commencing the 8th
October 1855, which allowance I would not accept, nor would I approve of
their

their settlement, as I consider this to be the best opportunity to your Lordship's kind notice the tenor of the treaty of father the said Nawaub Azeemood Dowlah Bahadoor, and ment, on the 31st July 1801, from which your Lordship was father has surrendered his territories to the Honourable East according to the terms therein set forth; and it is also clear, from the said treaty, that one-fifth share of the net revenue is to be permanent basis in all times to come for the maintenance and Nawaub and of his own immediate family.

According to the terms of the said treaty, the British Government of the said territories from the said Nawaub. He, having heir to the Musnud of the Carnatic, his territories were assigned Government by him; if he had not been the legal heir, the British would not have made a proposal to him to make them over to the first article of the treaty of 1801, it will be seen that the said Azeemood Dowlah Bahadoor was formally established in the state and the dignities dependent thereon, of his ancestors.

The sentiments contained in the said Extract Minutes of Consultation the letter of the Government Agent, of date 7th February 1857, induce me to believe that para. 10 of a general letter from the Honourable Court of Directors in Political Department, under date the 14th January 1857 (in which my recognition as next heir to the Musnud was established) contain the following words: "the Nawaub being an infant and in delicate health, and the Naibi Mooktar being the next heir in case of his demise" entirely lost sight of; this oversight has been productive of great injustice.

The meaning of the word next heir in this para. is not to be construed in the light of an heir to the effects of the said Nawaub, but only to succession to the Musnud in case of his demise.

Had it been the real intention of the British Government that I should succeed to the inheritance of his Highness' property alone, the words used in the said para. would have stood in a different style. If the succession related only to the property, the simple name Ghoolam Mahomed Ghouse Kl Bahadoor would have been mentioned in place of the Royal title Nawaub, and my succession should consequently be to the Musnud, but not to the property alone.

In accordance with the provisions of the former and the last treaties, concluded between my ancestors and the British Government, I must be recognised as the successor, being myself the next heir to the Musnud; this recognition is acknowledged by the Honourable Court of Directors in the letter above quoted, inasmuch as I shall have to succeed to the Musnud if it becomes vacant by the death of the Nawaub, my nephew. This resolution of the Court of Directors is approved of by Madras Government in their proceedings, dated 29th September 1843, copy of which is given in the margin.*

In my memorial to the Court of Directors, dated the 24th November 1855, forwarded to them through the Madras Government, I have represented my rights and title to the vacant Musnud, referring to the treaties and the letters of correspondence above cited in support of my claim. As I trust that a copy of this memorial may have been forwarded to the Supreme Government, I beseech your Lordship will kindly peruse it in reference to this application of mine.

I regret very much to learn that the Government have fixed for the support and maintenance of the relations and dependents, &c., of the deceased Nawaub a sum

* 29 September 1843.—"The Most Noble the Governor in Council is of opinion that the individuals named in the margin have no claim to the privilege of exemption from the jurisdiction of the Supreme Court, and accordingly directs that their names be struck out of the lists received with the foregoing communication. His Lordship in Council observes that his Highness the Prince Azeem Jah Bahadoor, the late Naibi Mooktar, does not hold the place in list No. 1, to which he is entitled, in consideration of the position he lately occupied, in communication with British Government, and of that which he still holds in relation to his Highness the Nawaub, and to his succession to the Musnud. It is therefore resolved that the name of Prince Azeem Jah Bahadoor be placed first in the list of male relations of his Highness the Nawaub; in other respects, with the exceptions above recorded, the revised lists proposed by his Highness the Nawaub of the Carnatic appear to require no modification."

a sum of 5,89,108 rupees in the shape of salaries, deducting the same from the amount of the one-fifth share of the revenues of the Carnatic, and the remainder they have resolved to pay in liquidation of the heaviest debts left unadjusted by the late Nawaub. By this arrangement the Government could not, for many years, derive any profit from the one fifth share of the revenue, but their depriving me who am the legal heir, of the Musnud and of the rank and dignity thereunto appertaining, will cast an everlasting blemish and stain upon the honour of the British Government.

In conclusion, I solicit your Lordship in Council will, upon attentive perusal of the foregoing circumstances, and in consideration of the good friendship, amity and alliance, which have been existing between my ancestors, myself, and the British Government, ordain matters in such a manner as would be best becoming my rank and dignity, and will also permit me to search for the missing thing in the place where it has been lost, by forwarding this my memorial to the Honourable Court of Directors, supported by your Lordship's strong recommendation.

I have, &c.
(signed) In Persian.

Shady Mahel, April 1857.

Prince Azeem Jah.

(No. 295.)

THE Government Agent at Chepauk will inform his Highness the Prince Azeem Jah Bahadoor that the two khureetas forwarded by him have been received, and that the one to the address of the Right Honourable the Governor General of India has been transmitted to his Lordship through the Secretary to the Government of India.

No. 29.

Fort St. George, 18 April 1857.

Sent the following Letter:

(No. 296.)

From *T. Pycroft*, Esq., Chief Secretary to Government, to Secretary to Government of India; dated 18 April 1857.

No. 30.

Sir,

I AM directed by the Right Honourable the Governor in Council to transmit to you the accompanying khareeta from his Highness the Prince Azeem Jah Bahadoor, to the address of the Right Honourable the Governor General of India, on the subject of the allowance fixed for his maintenance, and his claim to succeed to the Musnud of the Carnatic.

2. I am desired at the same time to state that the Prince has been duly informed of the liberal allowance of one lac of rupees per annum assigned to him under the orders of the Supreme Government, and that payment of the same had been offered him in arrear, from the 1st October 1855, the date of his Highness the late Nawaub's decease; that the Prince had declined to receive it, his refusal being repeated in the present address; and that the Government Agent at Chepauk had therefore been instructed to inform him that the allowances fixed could be received by him monthly, but that if he neglected to sign the receipts, no arrears would be paid.

3. Prince Azeem Jah submitted to the Right Honourable the Governor of Madras a copy of the khareeta now transmitted; the Government has not observed in it anything which has not already come under the notice of the Honourable the Court of Directors and the Supreme Government.

I have, &c.
(signed) *T. Pycroft*.

EXTRACT Fort St. George Political Consultations, dated 8th December 1857.

To the Right Honourable Lord *Canning*, Governor General of India in Council,
Fort William; dated Shady Mahel, 26 November 1857.

My Lord,

I, THE Prince Azeem Jah Bahadoor, beg to offer my respectful and friendly compliments to your Lordship, and trusting your Lordship's cordial benignity to remind your Lordship of my letter addressed to your Lordship, dated the 3d April last. I always remain a wellwisher of the British Government.

(signed) *Azeem Jah.*

No. 4.—From *G. F. Edmonstone*, Esq., Secretary to the Government of India, to *T. Pycroft*, Esq., Chief Secretary to Government, Fort St. George; dated Fort William, 13 May 1857, No. 2236.

Sir,

Foreign Department.

I HAVE the honour to acknowledge the receipt of your letter, dated the 18th ultimo, No. 296, forwarding a khureeta from the Prince Azeem Jah Bahadoor, to the address of the Governor General, on the subject of the allowance fixed for his maintenance, and his claim to succeed to the Musnud of the Carnatic.

2. In reply, I am directed by the Governor General in Council to state, that the resolution of the Government of India on this matter has been fully and finally approved by the Honourable the Court of Directors, and it may be sufficient to inform the Prince Azeem Jah, that the Supreme Government cannot discuss the merits of the case, or revoke the decision which has been passed. The Prince has memorialised the Honourable Court, and he may await their reply.

(signed) *G. F. Edmonstone.*

No. 5.—ORDER thereon, No. 1010; dated 2 December 1857.

THE Government Agent will inform Prince Azeem Jah Bahadoor, in reference to his address of the 26th ultimo, that a reply has been received from the Supreme Government to his khureeta to the Right Honourable the Governor General, under date the 3d April last. The Government of India decline to discuss the merits of his Highness' case, or to revoke the decision which has been passed. They observe that the Prince has memorialised the Honourable Court of Directors, and he may await their reply.

EXTRACT Political Letter from Fort St. George; dated 21 December, No. 5 of 1858.

Dated 7 July, No. 5 of 1858.

Review the proceedings of Government for winding up the affairs of the late Nawaub of the Carnatic, and communicate their observations and orders thereon.

Para. 4. We have addressed the Government of India on the subject of para 5 and 6 of the Despatch respecting the grant of a larger stipend to Prince Azeem Jah Bahadoor; and we submit, for your Lordship's information, copies of the Minutes* severally recorded by us, and of the communications made to the Supreme Government in the matter. The Government of

India having sanctioned the proposed increase of the stipend to one and a half lac of rupees per annum, we have informed the Prince, through the Chepauk Agent, that this amount is now at his disposal. His Highness, it will be seen from the Agent's letter of the 24th ultimo, has declined to accept the offer made to him.

* Cons., 7 September 1858, Nos. 8 to 11. Cons., 14 September 1858, Nos. 36 to 39. Cons., 23 November 1858, Nos. 11 and 12. Cons., 21 December 1858, Nos. 11 and 12.

Fort St. George, Political Consultation, 7th September 1858.

No. 7.—DESPATCH from the Honourable the Court of Directors, dated 7 July, in the Political Department (No. 5 of 1858), Paras. 5 and 6.

No. 8.—MINUTE by the Honourable *W. Elliot*, Esq.; dated 25 August 1858.

I SHOULD have preferred the communication to the Government of India to have stood in the shape in which it was first draughted.* It will now, of course, be altered to meet the views of the Right honourable the President.

I feel it, however, to be due to myself, in conformity with the opinion expressed regarding Prince Azeem Jah on a former occasion (Minute,† 23d October 1857), to state that I see nothing in his behaviour which should induce the Government to withhold their ready assent to the proposition of the Honourable Court, or to hesitate in giving full effect to the Court's liberality, by paying the full amount of the allowance now proposed for him, with arrears.

I cordially concur in supporting the grant of the larger sum, both because it is more suited to the Prince's position, as the principal member of his family, and because a higher scale of allowance (1,44,000 rupees per annum) was assigned to his late mother, Saeed Oon Nissa Begum, and to the widow of the late Nawab. The conduct of the Prince, as far as I am aware, has been simply that of a man suffering under severe disappointment, and striving by legitimate applications in those quarters to which an appeal properly lay, to obtain redress.

There is no question that the Mahomedan population of Southern India shared largely in the excitement caused by the events of the past year; it would have been singular if they had not. Nor would it have been very surprising if many of them had taken an active and a hostile part, had the peace of the country been broken. No doubt the precautionary measures adopted by the Right honourable the President tended very materially to preserve tranquillity, and to restrain the evil designs of the ill-disposed. But I have no reason to believe that the Prince should be included in this number: on the contrary, all his proceedings have been marked by moderation, and by a retiring, submissive spirit. Notwithstanding the advice openly tendered by the public journals, recommending him to follow the example of the Tanjore Rani, and to have recourse to legal proceedings, he has contented himself with appealing to the authorities in India, and afterwards in England, in his endeavours to procure more favourable terms. In every point of view, I should greatly prefer therefore to see the boon now granted by the liberality of the Honourable Court bestowed in a frank and generous spirit. This could easily be done, consistently with the Right honourable the President's views, by conceding it as a work of consideration for the Prince personally, and without reference to the Mussulman population generally. The Court have probably felt that the quiet demeanour of the Mahomedans was owing to Azeem Jah's personal influence. Doubtless, his example has not been without its effect; but his weight with his fellow-countrymen is not great; and I feel confident that whatever evil counsels were debated in Triplicane, originated with persons over whom he had no influence, and with whose proceedings he was little acquainted.

(signed) *Walter Elliot.*

* Confined to a simple recommendation, that on the grounds noticed by the Honourable Court, the Prince's stipend should be raised to the amount suggested, 1½ lac per annum, and offered to the Prince in arrears.

† Copy forwarded to the Government of India, with letter, dated 5th November 1857, No. 944.

No. 9.—MINUTE by the Honourable *W. A. Morehead*, Esq.; dated
26 August 1858.

I WOULD communicate to the Court Lord Harris' opinion of the causes that chiefly tended to keep under control the Mahomedan residents of Triplicane.

I quite concur with Mr. Elliot, in thinking that the increase of allowances recommended by the Court should be, as far as this Government can act, accorded, with all arrears, to Prince Azeem Jah.

I make no comments on the previous acts of Government, but I strongly object to any proceedings being now adopted that may tend to counteract the present desire of the Court to ameliorate, in some degree, the position to which Prince Azeem Jah has been reduced.

(signed) *W. A. Morehead.*

No. 10.—ORDER thereon (No. 566); dated 1 September 1858.

RESOLVED, That the following letter be despatched:

To the Secretary to the Government of India.—(Here enter
1st September 1858.)

Resolved also, That in replying to the passages above recorded from the Honourable Court's Despatch, the Court be informed that the quiet conduct of the Mahomedan population, to which they have referred, was not the result of their own satisfaction with or attachment to the British Government, but was the result of the vigilance and display of power on the part of Government, and of the evident preparations made to suppress any hostile movement, which tended to intimidate and overawe them; and that had this determination not been thus manifested, there is no reason to suppose that they would have been so orderly.

(signed) *T. Pycroft.*

No. 11.—From *T. Pycroft*, Esq., Chief Secretary to the Government of Fort St. George, to *C. Beadon*, Esq., Secretary to the Government of India, in the Foreign Department; dated 1 September 1858 (No. 567).

Sir,

In their Despatch to this Government, Political Department, No. 5 of 1858,

Para. 5. To Prince Azeem Jah, in lieu of 48,000 rupees per annum, which he received from the late Nawab, one lac of rupees per annum has been assigned. This stipend the Prince has hitherto refused to receive, and you have informed him that, if he persists in his refusal, the stipend will not at any future period be paid to him in arrear.

Para. 6. Considering the high rank of the Prince, the influence of his name and position over the numerous Mahomedan population of Madras, the excellent conduct of that population during our recent difficulties, and considering also that the Prince was accustomed to receive not only 4,000 rupees per month from the Nawab, but 3,000 rupees per month from his mother, Saeed Oon Nissa Begum, making 84,000 rupees per annum, not much short of the lac of rupees which you have assigned to him; you may perhaps be inclined to think that a larger stipend, amounting perhaps to a lac and a half per annum, might with propriety be assigned to him for life. Should you be of this opinion, and should the Government of India concur in it, we authorise you to act on that opinion without further reference to us.

7th July, on the affairs of the Carnatic family, the Honourable the Court of Directors, paras 5 and 6 (for more convenient reference given in the margin), after noticing the stipend of one lac of rupees per annum which, at the instance of this Government,* had been assigned to Prince Azeem Jah Bahadoor, uncle of the late Nawab, authorize the stipend being raised to a lac and a half rupees per annum, if this Government should be inclined to think that such an increased allowance might with propriety be assigned to him for life, and should the Government of India concur in it.

2. This Government, I am instructed to state, are not prepared to recommend that the Prince's stipend be augmented as proposed, on the considerations stated by the Honourable Court, viz., the excellent conduct of the Mahomedan population of Madras during the recent difficulties, in consequence of the influence exercised over them by

* To Government of India, Political Department, 17 June 1856, para. 5. From Government of India, 17 September 1856, para. 4.

by Prince Azeem Jah. They do not believe that the Prince did exert any influence for this object; and they are led to ascribe the quiet demeanor of the Mahomedan population not to any attachment on their part to our rule, but to the vigilance and display of power manifested by this Government, but for which, they would not have remained so orderly. The Governor in Council would be willing that the enhanced stipend should be granted to the Prince prospectively, not in consideration of his own good conduct, but as a mark of the liberality of Government. Prince Azeem Jah, however, it is to be remarked, has hitherto refused to receive the stipend, 1,00,000 rupees per annum, originally assigned him, and has been informed that if he persisted in his refusal, it would not at any future period be paid to him in arrear. The Governor in Council would not wish to press that resolution, but he is of opinion that if the stipend now authorized is allowed to be paid in arrear, the disbursal of the arrears should be contingent on application being made for them by the Prince, and that in a becoming manner. This Government would desire to be permitted to exercise their discretion in this respect.

3. I have to add that the above views are not fully assented to by all the Members of Government; and I have to request attention to the minutes which have been recorded on the subject by the Honourable Mr. W. Elliot and the Honourable Mr. Morehead.

(signed) T. Pycroft.

Fort St. George, Political Consultation, 14th September 1858.

No. 36.—MINUTE by the Right Honourable the President,
dated 8th September 1858.

As the Minutes of Consultation have been written in accordance with my views as expressed in a letter from Mr. Bayley to the Chief Secretary, and as those views do not altogether agree with those of my honourable colleagues, I am desirous of recording my reasons for maintaining the opinion which I have expressed on another occasion respecting the conduct of the Prince Azim Jah; and I can do so the more readily because at a very early date in proceedings of Government in the affairs either of the Nabob or of the Rajah of Tanjore, I stated my desire would be to treat the heads of both families in the most liberal manner; as regards money, jewels, and titles, the only point on which I urged a stringent course of action was with respect to the anomaly of maintaining an *imperium in imperio*, Royal families without any power, but claiming the royalty, and permitted to keep up courts of law, whilst they were only subjects of the British Government, and should be required to submit to the ruling power.

When the allowance to the Prince Azim Jah was decided on, I was under the impression that it was sufficient, and it was only some time after the resolution had gone to Calcutta, that the Chepauk Agent informed me that he thought it too small.

So far as my opinion goes in the abstract, I would rather make the allowance two lacs than 1½ lacs, so far as appearance and good-will is concerned, not that I think it would make any difference in the prince's position, even if it were made 10 lacs, as I have little doubt he would soon be in debt, with any amount of allowance. I know not on what grounds the Honourable Court have been led to assert that the good conduct of the Mussulman population of Madras was influenced by the Prince Azim Jah; but I cannot but think that they have been in some degree misled. I regret exceedingly that any question should have been raised which could in any way lead to any appearance of parading the acts of this Government, during the existence of the troubles, but from all the information I was able to obtain, my opinion is, that the Mussulmen of Madras were as hostile to our rule as any others of their creed in India. We had many reasons to believe that they were in constant communication with the ill-disposed at Bangalore, Hyderabad, Kurnool, and Trichinopoly; at one time a considerable number endeavoured to get into the town from the neighbouring districts, fully armed; but on their being almost invariably stopped and disarmed by the

police, they gave up that plan. We knew of prayer meetings being held at the houses of two or three of their principal men, for the purpose of calling down the wrath of Heaven on the infidels, and success to the Mussulman arms. We know the tone of conversation of all classes of their population was most inimical.

The Commissioner of Police was authorised as soon as the outbreak at Meerut was known at Madras, to inform them that they would be subject to no ill-treatment, and allowed all their usual liberty, but that if they raised a finger they must take the consequences on their own heads, as there would be no child's play; and they were fully aware that preparations were made accordingly.

As to the influence of the Prince Azim Jah over them, I believe it to be little or nothing; what little there might be was caused more by a feeling of pity, because they were led to suppose that he was being ill-treated and kept out of his allowance by the Government; and this is the point on which I have already remarked in a Minute of the October 1857.

I must think the conduct of the Prince is subject to reprehension, the servants of his establishment were allowed to go about, begging, apparently in a state of starvation, and he himself was supposed to be equally ill-off.

The Chepauk Agent called on me to report this, and to state that he was fearful lest considerable excitement, if not worse, would ensue; the Commissioner of Police corroborated his statement, and the agent was desirous of ascertaining whether he should address Government on the subject.

I considered this course objectionable, and preferred that he should have a private interview with the prince, and should call his attention, that seeing what was occurring, his conduct in not drawing his allowance could not be considered friendly, inasmuch as a contrary course would in no way compromise him as to the claims he was urging; and moreover, as it was well known that his principal advisers were two men, one a Hindoo and the other a Mussulman, who were supposed to hold most hostile views to the British Government.

The Prince in no way changed his course of action after this communication; and I cannot think therefore that it would be politic or dignified for this Government to go, as it were, in search of a subject who manifested so little courtesy and consideration, at a time when it was manifest that it was of importance to keep down all excitement, and who would now most probably look upon the offer of an increased allowance merely as a bribe to induce him to give up his suit for the restoration of what he considers his rights; at the same time I am quite willing that this Government should obtain discretionary power on the point.

(signed) *Harris.*

No. 37.—ORDER thereon (No. 602), dated 14th September 1858.

RESOLVED, that copy of the above Minute be forwarded to the Government of India, in reference to the letter to their address, under date the 1st instant, and that the following letter be despatched.

(signed) *T. Pycroft,*
Chief Secretary.

No. 38.—From *T. Pycroft, Esq.,* Chief Secretary to the Government of Fort St. George, to the Secretary to the Government of India, in the Foreign Department, Calcutta, dated 14th September 1858, No. 603.

WITH reference to my letter to your address, under date the 1st instant, No. 567, I am directed to forward to you, for submission to the Government of India, the accompanying copy of Minute, under date the 8th instant, recorded by the Right Honourable the Governor, on the subject of the proposed increase of stipend to Prince Azim Jah Bahadoor.

(signed) *T. Pycroft.*

Fort St. George, Political Consultation, 23 November 1858.

READ again paras. 5 and 6 of the Despatch from the Honourable the Court of Directors, dated 7th July (No. 5) of 1858.

Read also the following letter :

No. 11.—From *Cecil Beadon*, Esq., Officiating Secretary to the Government of India, to the Secretary to Government of Fort St. George; dated Fort William, the 29th October 1858, No. 3862.

Sir,

I AM directed to acknowledge the receipt of your two Despatches, dated the 1st and 4th September, Nos. 567 and 603, expressing the willingness of the Government of Madras that the stipend of the Prince Azeem Jah should be raised from 1 to 1½ lac of rupees; in conformity with the opinion expressed by the Honourable Court of Directors. Foreign Department.

2. In reply I am desired to state, that the Honourable the President in Council sanctions the proposed increase, leaving the question of arrears to be disposed of at the discretion of the Right Honourable the Governor in Council.

No. 12.—Order thereon (No. 757); dated 17th November 1858.

THE Government resolve to inform his Highness the Prince Azeem Jah Bahadoor, through the Chepauk Agent, that his stipend has been increased from one lac of rupees to one lac and a half per annum, and that this latter amount is now at his disposal.

(signed) *W. H. Bayley*,
Acting Secretary to Government.

Fort St. George, Political Consultation, 21 December 1858.

No. 11.—From Surgeon *E. G. Balfour*, Government Agent at Chepauk, to *W. H. Bayley*, Esq., Acting Secretary to Government, Fort St. George; dated 24th November 1858 (No. 1869 of G. A.)

Sir,

I HAVE the honour to enclose the reply which his Highness Prince Azeem Jah Bahadoor has sent to the communication which I addressed to his Highness, on receipt of Extract Minutes of Consultation, No. 757, dated 17th November 1858.

Hrs Highness Azeem Jah Bahadoor presents his best compliments to Edward Balfour, Esq., the Government Agent at Chepauk, and in acknowledging the receipt of his communications of the 18th and 20th instant, his Highness requests that he will be pleased to mention to the Right Honourable the Governor of Madras in Council, that he declines to accept the offer therein contained. He, at the same time, regrets that he has not received the above communications accompanied by copies of the Minutes of Consultation, as usual.

His Highness further fully trusts that Her Most Gracious Majesty the Queen will be graciously pleased to do him only justice by restoring him to his legal rights.

(signed, in Persian) *Prince Azeem Jah*.

Shady Mahal, 23 May 1858.

No. 12.—Order thereon (No. 817); dated 17th December 1858.

RESOLVED, that the letter from his Highness Prince Azeem Jah, forwarded by the Government Agent, be communicated to the Secretary of State for India, in reference to the Despatch from the Honourable the Court of Directors, 7th July 1858, Political Department, No. 5, para. 6.

(signed) *T. Pycroft*, Chief Secretary.

From *Adam Burn, Esq.*, to the Right Honourable Lord *Stanley*, Secretary of State for the Affairs of India.

14, Great Carter-lane, Doctors' Commons, E.C.,

My Lord,

17 November 1858.

As duly constituted attorney for his Highness Prince Azeem Jah Bahadoor, claiming to be Nawaub of the Carnatic and Subahdar of Arcot, I have respectfully to submit to the consideration of your Lordship the following state of matters relating to the rights, titles, and dignities of that Prince, from which your Lordship will see that an Act of the Legislative Council of India has been passed, which, if allowed to be carried into execution, will inflict a great wrong upon my constituent.

1. On 7th October 1855, his late Highness, Gholam Mahomed Ghouse Khan Bahadoor, Nawaub of the Carnatic and Soubahdar of Arcot, died without issue; Prince Azeem Jah, his uncle, and formerly regent during his minority, was thereupon entitled to succeed to his dignities. He was the direct descendant, being the second son of Azeem Ood Dowlah, former Nawaub of the Carnatic and Soubahdar of Arcot, with whom the last treaty with the Nawaubs, as independent princes and allies of the British Government, was, in 1801, entered into by the Honorable the East India Company. That Company, however, in pursuance of their policy of annexation, upon the occurrence of the death of the late Nawaub, refused to recognise Prince Azeem Jah's title to succeed, declaring the dignity of Nawaub of the Carnatic at an end, and, without any legitimate right, appropriated his revenues.

2. Azeem Jah, as an independent Prince, would, I believe, have been entitled to the dignities of the Nawaub independently of the Company (and the native Indians, his subjects, are most desirous his rights should be recognized), but he took the course of submitting his claims to the honourable consideration of the East India Company, with whom his ancestors had transacted.

3. In this application he has hitherto, I am sorry to say, been unsuccessful. The true reason of their adverse proceedings undoubtedly was, that of the supposed expediency of augmenting their revenues by the confiscation of his hereditary rights. The two reasons alleged in vindication of the usurpation will not bear the smallest investigation. The one was, that there was a failure of direct heirs, which assertion, if it had been any reason at all, was not consistent with fact. The other, that there was no express declaration in the last treaty with the Nawaub of its continuation to his successors. It will at the proper period be abundantly shown that under this treaty, which was formally proclaimed by the Government of India to be effectual "as long as the sun and moon shall endure," as well as under the former treaties, the rights of the successors of the Nawaubs were sufficiently recognised and secured. But the Company, in assigning such a reason, have entirely overlooked, in the first place, that any rights which they have in the Carnatic are, by virtue of the treaties with the Nawaubs, and that none of the treaties confer upon them the rights now usurped; and in the next place that, if the treaty in question has, as they allege, fallen as to one of the parties to it, it must have fallen as to both, and therefore that in place of Prince Azeem Jah being entitled merely to one-fifth of the revenues of the Carnatic, which is all that he claims, he would be entitled also to the remaining four-fifths, which were by the treaty made over to the Company, and to be reinstated in all the governing powers which were accorded to the Company by the treaty.

4. It was only within the last few months that Prince Azeem Jah received information of the refusal to recognise his claims, and seeing that it was in vain to expect an impartial judgment from the Company, he resolved at once to appeal to the Parliament of Great Britain, feeling assured that Parliament would not merely take into serious consideration a question affecting the honor of the nation, but would extend the same protection against injustice to a faithful ally as to the meanest subject of the Queen.

5. A petition was accordingly prepared and signed, and transmitted to this country to be presented to both Houses of Parliament. It arrived in the end of last July, but it was considered expedient, at that late period of the Session,

not

not to present it, and the presentation was accordingly deferred till next Session, when I am hopeful that it will receive that consideration and support which it so justly deserves. I have the honor of enclosing a printed copy, and have respectfully to request your Lordship's perusal of it as containing a fuller statement of the case than I have presumed, or thought necessary in this letter to submit.

6. In this position of matters a Bill was, in the meantime, introduced into the Legislative Council of India at Calcutta, intituled, "A Bill for the Administration of the Estate, and for the Payment of the Debts of the late Nabob of the Carnatic," the practical effect of which was to appropriate the property belonging to Prince Azeem Jah as successor to the Nabobship of the Carnatic, to take out of his hands the arrangement and payment of the late Nabob's debts, and to confer upon the creditors unjustly (as it seems to me) rights and privileges which were not in the contemplation of parties at the time the debts were contracted, facts which are sufficiently apparent from the preamble of the Bill, to the very peculiar terms of which I would respectfully request your Lordship's attention.

7. Against this Bill, Prince Azeem Jah presented a petition, of which I take the liberty of also enclosing a copy. In this petition the petitioner set forth his rights and the treaties with the Company, and *inter alia*, "That besides the rights, titles, dignities and revenues so belonging to your petitioner, as Nawaub of the Carnatic, your petitioner, as the lawful heir and representative of the late Nawaub, has right to all his real and personal estate of whatever nature, and especially to the palaces at Chepauk and at Arcot, which belonged to the late Nawaub by rights acquired, independently of the said treaties; and your petitioner, as such heir and representative, and successor of the said Nawaub, is ready and willing upon the acknowledgment and restoration of his rights, titles, dignities, property and revenues belonging to him as such heir, representative and successor, to charge himself with, and undertake, the payment of all the just debts of the late Nawaub, and of all debts and charges lying and incumbent upon your petitioner, as such heir, representative and successor, payments which, on such recognition and restoration of your petitioner's rights, he will soon and readily be enabled to accomplish."

8. Thereafter, on the petitioner's application, leave was given to him to be heard by counsel upon the subject of the Bill, and on 7th August 1858, counsel on his behalf were heard. I take the liberty of sending herewith copies of "The Bengal Hurkaru and Indian Gazette" of dates the 9th, 10th, and 13th August 1858, which contain a full report of the discussion, and I have respectfully to refer your Lordship to those papers for what took place. Your Lordship will observe from them that the counsel for the petitioner put in an affidavit to the fact of the petitions to Parliament having been transmitted to Great Britain with instructions to have them presented to Parliament, whereby the refusal of the Court of Directors to recognise Prince Azeem Jah as successor to the Nabobship of the Carnatic was, he said, now before a tribunal higher than the Court and higher than the Legislative Council.

9. Notwithstanding that it was thus distinctly brought under the consideration of the Council, that Prince Azeem Jah had appealed for redress to Parliament, the Legislative Council altogether ignored this important fact, and proceeded to dispose of the matter upon the footing that, "The rejection of the claims set up by the present petitioner to the title of Nabob of the Carnatic, to a share in the revenues of the Carnatic, and consequently to that portion of the property left by the late Nabob, which was of the nature of State property or incidental to the dignity of Nabob was" (in the words of the Vice-President) "so far as this Council was concerned *un fait accompli*."

10. Notwithstanding, therefore, that the Bill in question was an extraordinary remedy; that its supporters even appeared to feel that it was contrary to the general law, and undoubtedly it was; that it was calculated to inflict irreparable injury on Prince Azeem Jah; that it was desired to confer rights

on the creditors of the late Nawaub, which at lending to him had formed no part of the consideration, and that in any point of view the delay of a few months could not be prejudicial to their interests, the Legislative Council of India disregarded the opposition of the petitioner, and the Bill has now passed into law.

11. I beg leave to enclose to your Lordship a print of the Act of the Legislative Council, and the object of my present application is respectfully but earnestly to request your Lordship to take the circumstances into consideration, and to give instructions that the operation and execution of the above-mentioned Act, which (if effect be ultimately given to the claims of the petitioner, as from the clear justice of the case I have every confidence it will), would inflict on him a great and grievous irreparable wrong, shall be suspended for such a time as will give a fair opportunity for bringing the petition of Prince Azeem Jah under the full consideration of Parliament.

12. From the great importance of the case both on public and personal grounds, I trust your Lordship may be pleased to grant a conference to those acting in this country for Prince Azeem Jah, when any further explanation could be given which your Lordship might require.

I have, &c.
(signed) *Adam Burn.*

From *Adam Burn, Esq.*, to *James Cosmo Melvill, Esq.*

14, Great Carter-lane, Doctors' Commons, London, E. C.,
26 November 1858.

Sir,

ON the 17th instant, I addressed a letter to the Secretary of State for the Affairs of India, on behalf of his Highness Prince Azeem Jah Bahadoor, claiming to be Nawab of the Carnatic and Subahdar of Arcot, and at the same time I sent (with other papers), a copy of a petition of his Highness intended to be presented to the Imperial Parliament.

As the subject of my letter is one that involves the deepest interests of my constituent, and in which any unnecessary delay might be ruinous, I hope that I shall not be considered unreasonably urgent in respectfully soliciting the early attention of the Secretary of State to the letter and papers alluded to.

I have, &c.
(signed) *Adam Burn.*

From *James Cosmo Melvill, Esq.*, to *Adam Burn, Esq.*

Sir,

Indian Office, 15 December 1858.

I AM desired by Lord Stanley, in reply to your letter of the 26th November last, to acquaint you that the former communication referred to by you has been received, and that the documents which accompanied it will receive his Lordship's early consideration in Council.

I have, &c.
(signed) *James Cosmo Melvill.*

From *Adam Burn, Esq.*, to *James Cosmo Melvill, Esq.*

14, Great Carter-lane, Doctors' Commons, London, E. C.,
21 December 1858.

Sir,

I BEG to acknowledge the receipt of your letter of the 15th instant, stating that my communication to Lord Stanley (forwarded off on the 11th of November last),

last), had been received, and that the documents which accompanied it would have his Lordship's early consideration in Council.

May I be permitted again to trouble you by representing that the ulterior proceedings in the business, connected with the claims of his Highness Prince Azeem Jah Bahadoor are much dependent on the answer to the letter I addressed to the Secretary of State for the Affairs of India, and therefore I would again respectfully venture to press the matter on his Lordship's attention.

I have, &c.
(signed) *Adam Burn.*

From *James Cosmo Melvill*, Esq., to *Adam Burn*, Esq.

Sir,

East India House, 3 January 1859.

I AM directed by the Secretary of State for India to acknowledge your letter of the 21st December last, and in reply, to refer you to my communication of the 15th idem, in which you were informed that the case of Prince Azeem Jah was under his Lordship's consideration.

I am, &c.
(signed) *J. Cosmo Melvill.*

From *Adam Burn*, Esq., to the Right Honourable Sir *Charles Wood*, Bart., M.P.,
Secretary of State for India.

14, Great Carter-lane, Doctors' Commons, London, E. C.,
30 December 1859.

Sir,

As one of the attornies in this country of his Highness Prince Azeem Jah, I take the liberty of transmitting to you herewith, a printed copy of a petition to Parliament by his Highness, claiming to be Nawaub of the Carnatic, with printed copy of case in support thereof, and also an outline case which states the claim more shortly.

It is intended to present the petition in the ensuing Session, and in the meantime, I forward these documents to you, as Secretary of State for India, at this early period; and I trust that I may express the hope that you will be satisfied that in justice to his Highness, the matter is one deserving of inquiry.

I have, &c.
(signed) *Adam Burn.*

From *James Cosmo Melvill*, Esq., to *Adam Burn*, Esq.

Sir,

India Office, 28 January 1860.

I AM directed by Secretary Sir Charles Wood, to acknowledge your letter of the 30th ultimo (received on the 14th instant), submitting copies of a petition with annexures, which it is the intention of Prince Azeem Jah to present to Parliament, and suggesting further inquiry into the Prince's case; in reply, I am to refer you to my letter on this subject, dated the 3d January 1859.

I am, &c.
(signed) *J. Cosmo Melvill.*

ACT No. XXX. OF 1858.

Passed by the Legislative Council of India.—(Received the Assent of the Governor General on the 24th August 1858.)

AN ACT to provide for the Administration of the Estate, and for the Payment of the Debts of the late Nabob of the Carnatic.

Preamble.

WHEREAS by Act I. of 1844 it is enacted, that no writ or process shall at any time be sued forth or prosecuted against the person, goods, or property of his Highness the Nabob of the Carnatic, or of such other person as therein mentioned, unless such writ or process shall be so sued forth with the consent of the Governor in Council of Fort Saint George first had and obtained as therein mentioned; and that any writ or process which shall at any time be sued out or prosecuted against the person or goods or property of his Highness, or of any such person without such consent, shall be utterly null and void: And whereas the Nabob died, leaving debts and liabilities to a large amount unsatisfied, some of which were contracted by himself and some by Azeem Jah Bahadoor as Nabob, Regent, or Naib-i-Mooktar, during the infancy of the late Nabob: And whereas it is doubtful whether the creditors of the Nabob have, without the consent of the Governor in Council of Fort St. George, any remedy for enforcing their claims against the goods or property which belonged to the said Nabob at the time of his death; and especially whether any part of the property left by the said late Nabob, which was of the nature of state or public property, is liable for the payment of such claims: And whereas the East India Company is willing to give up any right which it has to any part of such property which is in the nature of state or public property, and to allow the whole property, moveable and immoveable, of whatever kind, left by the late Nabob, after appropriating to the payment of his debts such portion thereof as is liable to the payment thereof, to be applied towards making provision for the family and dependents of the late Nabob: And whereas the said East India Company is also willing to pay in full, to such of the creditors as shall be willing to accept the same, in the manner herein mentioned, all such debts as shall be proved to have been fairly and justly contracted by the said Nabob, or on his behalf during his infancy, by the said Azeem Jah as Nabob Regent, such debts to be estimated in respect of moneys at the amounts which may be proved to have been actually advanced or paid by such creditors respectively, and in respect of goods supplied, or other matters, at the amount which shall be proved to have been the fair and actual value thereof at the time when such debts were incurred, together with interest on such debts at a rate not exceeding six per centum per annum, the property of the said Nabob being applied in the first instance for that purpose, but any deficiency therein being made good by the said East India Company: And whereas the said Nabob is alleged to have mortgaged and created divers liens and securities upon certain portions of his property, of which, or some of which, the validity and extent of operation, especially as against the creditors of the said Nabob, is doubtful; and it may also be doubtful whether the same can be enforced in any of the ordinary courts of justice; and it is expedient that provision should be made for giving effect to the said mortgages, liens, and securities, so far as the same shall have been created *bonâ fide* and for valuable consideration, and for affording a simple mode of ascertaining the rights of the parties claiming under such mortgages, liens, and securities: And whereas it is also alleged that various conveyances, deeds, and instruments have been executed by the late Nabob without valuable consideration in favour of persons who have, under colour thereof, executed or created mortgages or assignments of, or securities or liens on the property comprised therein: And whereas it is expedient that provision should be made for investigating all such claims, and for protecting the *bonâ fide* creditors of the said Nabob from the effect of any conveyances executed by the Nabob under such circumstances as rendered them void as against such creditors, and for affording a simple mode of ascertaining the rights of the parties claiming in respect thereof, as well as of parties claiming to be creditors of the Nabob; it is enacted as follows:

I. The

I. The Governor in Council of Fort St. George shall, immediately after the passing of this Act, appoint such person as he may think fit to act under the orders of the Supreme Court of Judicature at Madras, in the administration of the property, of whatever nature, left by the said late Nabob. The person so appointed shall be designated "the Receiver of the Carnatic property," and shall have power to collect and take possession of all such property, and shall hold the same according to the provisions of this Act, and shall give such security (if any) as the said Governor in Council may require.

II. The said Receiver shall be entitled to receive such commission, not exceeding five per centum upon the amount of value of the property collected by and distributed under the provisions of this Act, as the said Governor in Council shall appoint, which commission shall be charged to the estate.

III. The Governor in Council shall have full power to suspend or remove any person appointed such Receiver as aforesaid, and also from time to time to fill up any vacancy in such office which may be occasioned by death, retirement, suspension, or removal.

IV. Such Receiver shall represent the estate of the said late Nabob in all proceedings relating thereto, under this Act or otherwise, and shall do and perform all acts in performance of his duties or office, under his official designation, and in all proceedings, whether at law or in equity, he shall be so styled and designated; and no proceedings in which the Receiver may be a party shall abate by reason of the death, retirement, suspension, or removal from office of any such Receiver, but the same shall be continued and carried on by his successor as if no such death, resignation, suspension, or removal had occurred.

V. The Receiver shall have full power to collect, take possession of, and get in all property, moveable or immoveable, and whether of the nature of State or public property or not, to which the said late Nabob at the time of his death was entitled, either at law or in equity, or which is liable either at law or in equity to satisfy the debts of the said Nabob, and if necessary, to sue for and recover the same as representing the said estate of the said Nabob under this Act, and to realise by sale or otherwise the value of the said property; and he shall proceed to collect and take possession of the same, with all convenient speed, immediately after the passing of this Act.

VI. Whenever the Receiver, by the order or with the sanction of the Court, shall sell any immoveable property to which the Nabob was entitled either at law or in equity at the time of his death, or which is liable either at law or in equity to satisfy the debts of the said late Nabob, he shall execute a conveyance thereof to the purchaser; and such conveyance shall be valid and effectual, and give a good title as against the heirs of the said Nabob, and all persons claiming under them, and also as against all persons claiming under the said Nabob by virtue of any conveyance or instrument declared by the said Court to be void as against the creditors of the said Nabob, or by virtue of any mortgage or security, the benefit of which has been barred under the provisions of this Act.

VII. Upon a suit being instituted as hereinafter mentioned, the said Receiver shall be deemed subject to the orders of the said Court, and so far as such orders shall not extend, to the general practice of the said Court, in the same manner as any other Receiver specially appointed by the said Court, except that he shall not be called upon by the said Court to give security.

VIII. It shall be lawful for any creditor or person interested in the proper administration of the estate and effects of the said Nabob to apply for and obtain in a summary way, in the manner provided by Act VI. of 1854, upon a summons to be served upon the said Receiver, an order for the administration of the estate and effects of the said Nabob; and such order, in addition to the ordinary directions contained in the usual order for the administration of the moveable and immoveable estate of a deceased Mahomedan, shall direct that all creditors who may hold any mortgage or security upon any part of the property mentioned in Section V. of this Act, shall come in and prove their claims, and establish their securities and the consideration for the same, or in default thereof that they shall be barred and excluded from all benefit of their said securities; and the said Court shall also by the said order give such directions as to the

notices to be issued to such creditors and otherwise, and shall direct such inquiries, as to the Court shall seem fit.

IX. Upon such orders being made, the Court shall take an account of all debts and liabilities which were due from the said Nabob at the time of his death, and also of all property, moveable or immoveable, and whether of the nature of State or public property or not, to which the said late Nabob at the time of his death was entitled, either at law or in equity, or which is liable either at law or in equity to satisfy the debts of the said Nabob; and shall also determine whether any and which of the said creditors had any and what mortgage or security upon any and what portion of the property of the said Nabob, and for any and what consideration or amount, and whether such mortgage or security constituted a valid charge upon the whole, or any and what portion of the property included therein.

X. Every creditor of the said Nabob, who shall not come in and establish his claim under and according to the said order, shall be barred from all benefit of the said claim; and all persons who may hold or claim under any mortgage or security as aforesaid, who shall fail to come in and establish the same, and (if required by the Court so to do) to prove the consideration for the same, under and according to such order, shall be barred from all benefit of such mortgage or security; and the said Court may order the property affected thereby to be delivered up to the said Receiver.

XI. In case it shall appear to the satisfaction of the Court that there is good reason to believe that any conveyance or other instrument executed by the said late Nabob in his lifetime was executed under circumstances which rendered the same void as against creditors, the said Court may, at any time pending the suit, order the person or persons claiming under such conveyance or instrument to come in and establish his claim under the same; and in default of compliance with the said order, the said Court may declare the said conveyance or instrument to be void as against the creditors of the said Nabob, and may order the property thereby conveyed to be delivered up to the said Receiver.

XII. In case it shall appear to the satisfaction of the Court that there is good reason to believe that any property was conveyed by the said Nabob in his lifetime to any person or persons, in order that he or they might raise money thereon for the use of the said Nabob, the said Court may declare that, subject to any mortgages or securities which may have been *bonâ fide* created thereon, the said property is part of the estate of the said Nabob, and shall be administered accordingly, and may also order all persons who may hold or claim under any mortgage or security executed by the person or persons to whom the said property was so conveyed by the said Nabob, to come in and prove their claims and establish their securities, and the consideration for the same, or in default thereof that they shall be barred and excluded from all benefit of their said securities; and the said Court shall also by the said order give such directions as to the notices to be issued to such creditors and otherwise, and shall direct such inquiries as to the Court shall seem fit; and all persons who may hold or claim under any mortgage or security executed by or on behalf of the person or persons to whom such property was conveyed as aforesaid, who shall fail to come in and establish the same, and (if required by the Court so to do) to prove the consideration for the same under and according to such order, shall be barred from all benefit of such mortgage or security; and the said Court may order the property affected thereby to be delivered up to the said Receiver.

XIII. No action or suit shall be commenced or prosecuted by any creditor of the said Nabob against any person, as the representative of the said Nabob, otherwise than in accordance with the provisions of this Act; and all actions and suits, which at the time of the commencement of this suit shall be pending at the suit of any such creditor against any person, as representative of the said Nabob, shall abate; the costs of such suit, if the said Court shall consider it reasonable, to be paid out of the assets of the said late Nabob.

XIV. Any person claiming to be a creditor of the said late Nabob, who within the period of three months from the passing of this Act, shall file in the office of the Registrar of the said Supreme Court a written declaration, stating that

or mort-
at coming
establish
r mortgage,
barred from
benefit thereof.

Court may order a
person claiming
under a convey-
ance executed by
the Nabob, under
circumstances ren-
dering the same
void as against cre-
ditors, to come in
and establish his
claim.

Property conveyed
by the Nabob for
the purpose of
raising money for
his use, may be de-
clared part of his
estate, subject to
bonâ fide mort-
gages created
thereon.

Mortgagees, &c.,
of such property to
come in and estab-
lish their mort-
gages.

Notices to be
issued.

Persons holding
under such mort-
gages, who fail to
come in and estab-
lish their claims,
shall be barred
from all benefit
thereof.

No suit to be in-
stituted against any
representative of
the Nabob other-
wise than in ac-
cordance with this
Act.
Pending suits to
abate.

Special application
by creditor for im-
mediate investiga-
tion of his claim by
the Court.

that

that he is willing to receive in full discharge of all his claims against the said late Nabob, or any property to which the said late Nabob at the time of his death was entitled either at law or in equity, or which is liable either at law or in equity to satisfy the debts of the said Nabob, such amount as shall be ascertained by the said Supreme Court to have been justly and fairly due to him from the said late Nabob at the time of his death, or to be a charge upon such property, and to remain unpaid (the amount to be estimated in respect of moneys at the amount which shall be proved to have been actually advanced to or paid for the use of the said Nabob, and in respect of goods supplied or other matters at the amount which shall be proved to have been the fair and actual value thereof at the time when such debts were incurred), together with such interest (if any), not exceeding the rate of six per centum per annum, as shall be awarded by the said Court; and that he is willing to give up any mortgage or security which he may hold upon any part of such property as aforesaid, or which shall have been charged with the said debt—shall be entitled, upon giving up such mortgage or security to the said receiver, to have the amount of his claim ascertained by the said Court, in manner hereinafter mentioned.

XV. When any sum of money shall have been paid by the said Nabob in his lifetime, in specific discharge of interest at a higher rate than six per centum per annum, such payment shall not be re-opened or questioned; but interest at the reduced rate of six per centum per annum (as by this Act provided) shall be calculated from the period up to which interest shall have been specifically discharged by any such payment by the said Nabob.

Payments made by the Nabob in discharge of interest not to be questioned.

From what period interest, at the rate of six per cent., shall be calculated.

XVI. No person claiming to be a creditor of the said late Nabob, or in respect of any property whatsoever to which the said late Nabob was entitled either at law or in equity, or which is liable either at law or in equity to satisfy the debts of the said Nabob, shall be entitled to avail himself of the provisions of Section XIV. in respect of a part only of his claims upon the said late Nabob, or upon any such property as aforesaid.

Creditor not entitled to make special application in respect of a part only of his claims.

XVII. No assignment of any such claim as aforesaid upon the said late Nabob, or upon any property whatsoever to which the said late Nabob was entitled either at law or in equity, or which is liable either at law or in equity, to satisfy the debts of the said Nabob, shall be or be deemed to be valid or effectual if made or executed subsequently to the date of the passing of this Act, or if made or executed since the death of the said late Nabob, unless proved to have been made *bond fide* and for a valuable consideration, the proof whereof shall lie upon the person claiming under such assignment.

No assignment of such claims to be valid if made after passing of this Act, or since the Nabob's death, unless made *bond fide* and for valuable consideration.

XVIII. Every person claiming to be a creditor of the said late Nabob in respect of any security, commonly called and known as an Istufa Catcherry Bond, issued by order of the said late Nabob, in discharge of or connected with the debts of Moomtauzool Moolk Bahadoor, otherwise called Ghoolam Moortaza Khan Bahadoor, shall be deemed a creditor of the Nabob within the meaning of Section XIV. of this Act.

Persons claiming in respect of Istufa Catcherry bonds to be deemed creditors of the Nabob within the meaning of Section xiv. of this Act.

XIX. The said Court, upon the application of such creditor, shall appoint a day for ascertaining the amount of his debt, and notice of the day so appointed shall forthwith be given by the applicant to the solicitor of the East India Company at Madras. The day so appointed shall not be less than 21 days from the time of the application.

Court, upon application, to fix a day for the investigation, and to give notice thereof to the Company's solicitor at Madras.

XX. At the time of giving such notice, the creditor shall also furnish to the said solicitor full particulars of his claim; if the particulars so furnished are insufficient, the said Court or a Judge thereof may make an order for further particulars. In case any such order be made, the Court shall not proceed to investigate the claim until 14 days from the time when sufficient particulars have been furnished, and, if necessary, shall appoint a further day for the hearing.

Particulars of claim to be furnished to the solicitor.

XXI. At any time, not less than seven days before the hearing, the Government may give notice to the claimant that it is willing to consent to an order for the payment of an amount, to be ascertained in the notice, in full discharge of what is justly and fairly due.

Government may, seven clear days before hearing, give notice of consent to an order for payment.

Claim to be summarily investigated by Court.

Amount due, how to be ascertained; in respect of money lent;

in respect of goods supplied, &c.

Court to order payment of amount so ascertained, with costs.
Proviso.

Fees to officers of Court.

Upon every investigation, East India Company may appear by counsel.
Claimant may appear in person, or by counsel, or by attorney, &c.

Amount found due, with interest and costs, how to be paid.

Adjudication of amount to be *prima facie* evidence of the debt in the administration suit.

Provision if payment be made to a creditor under the preceding section in respect of the amount receivable by him.

XXII. Upon the day so fixed, or upon any other day to which the Court may think fit to postpone the investigation, the Court, after proof of the service of the notice required by Section XIX. of this Act, shall proceed to ascertain and determine in a summary way what amount is justly and fairly due from the estate of the said Nabob, at the time of his death, to the claimant; whether the debt be payable by instalments or not, and whether or not the day or days fixed for the payment thereof shall have arrived. In ascertaining such amount, the said Court shall not allow to any person claiming to be a creditor in respect of money lent or advanced, any larger sum than the amount which shall be proved to have been actually advanced to or for the said late Nabob; or, in the case of such Istufa Cutcherry Bonds as aforesaid, to or for the said Goolam Moortaza Khan Bahadoor, together with simple interest thereon, not exceeding the rate of six per centum per annum (to be calculated up to the date of the order for payment), notwithstanding any higher rate of interest may have been agreed to be paid; and shall not allow to any person claiming to be a creditor in respect of goods supplied, or of any other matters, any larger sum than the amount which shall be proved to have been the fair and actual value thereof at the time when such debt was incurred by or on behalf of the said late Nabob; or, in the case of such Istufa Cutcherry Bonds as aforesaid, by or on behalf of the said Ghoolam Moortaza Khan Bahadoor, without reference to the price or sum which may have been agreed to be paid for or in respect thereof, together with simple interest thereon, not exceeding the rate aforesaid, if the Court shall consider that the claimant is entitled to recover interest. The said Court shall issue an order for the payment of the amount so ascertained to be due, together with the costs of proving the debt, if it shall think fit to award costs; provided that if the amount so ascertained to be due shall not exceed the amount specified in the notice (if any) given under Section XXI., the Court shall not award costs to the claimant.

XXIII. For the issue of subpoenas or other process, for preparing orders of payment, or for any other business connected with the ascertaining the amount of any debt or claim under the last preceding section, the officers of the said Court shall be entitled to charge the like fees as would be chargeable in an ordinary suit in the said Court for such debt or claim for business of a like nature, or such other fees as the Court, with the sanction of the Governor in Council, shall appoint in that behalf.

XXIV. Upon every investigation under Section XXII. of this Act, the East India Company may appear and be heard by counsel; and the claimant may appear in person or by counsel, or, if the Court shall think fit to allow the same, by attorney or any other agent.

XXV. The amount ascertained by the Court to be due to the claimant upon the investigation under Section XXII., together with such interest and costs (if any) as shall be awarded by the Court, shall be paid to the claimant by the said Receiver within 10 days after a copy of the order of the said Court shall have been served upon him. In case no sufficient assets belonging to the estate of the said late Nabob shall be in the hands of the Receiver to enable him to pay such amount, the same shall be forthwith paid out of the public-treasury of the East India Company, and the said Company shall be entitled to be repaid by the Receiver out of any assets which may afterwards come to his hands. The judgment of the Court as to the amount due to such creditor as aforesaid for principal and interest shall, in taking an account of the debts and liabilities and of the estate and effects of the said Nabob in such administration suit as aforesaid, be treated as *prima facie* evidence that a debt to that amount was due to such creditor.

XXVI. If it shall appear that the amount paid out of the assets of the said Nabob to any such creditor, or to the East India Company, under the provisions of the last preceding section, exceeds the amount which such creditor, independently of the provisions of this Act, would have been entitled to receive out of the assets of the estate, the difference between the amount so paid and the amount which would have been so receivable shall be made good by the East India Company, and shall be paid to the Receiver for the benefit of the persons interested in the estate.

XXVII. No action or suit shall be brought against the East India Company, or any person, for anything done under the provisions of this Act, or for or by reason of any act, reasonable or proper, for the protection of any property, moveable or immoveable, and whether of the nature of State or public property or not, to which the said late Nabob at the time of his death was entitled either at law or in equity, or which is liable either at law or in equity to satisfy the debts of the said Nabob, or for realising the assets thereof, which may have been done before the passing of this Act by any person under the orders or with the sanction of the said Governor in Council.

No action in respect of certain things done under this Act, or before the passing thereof, if done with the sanction of Government.

XXVIII. No property shall be taken by the said Receiver out of the possession of any person mentioned in the list last published in the Government Gazette at Madras of persons entitled to privileges under the provisions of Act I. of 1844, without the previous order of the said Governor in Council.

No property to be taken by the Receiver out of possession of privileged persons without the order of Government.

To the Honourable the Legislative Council of India.

The Humble Petition of His Highness Azeem Jah Bahadoor, Nawaub of the Carnatic and Soubahdar of Arcot :

Showeth,

THAT your petitioner has to represent to your Honourable Council that the Bill now pending in your Honourable Council, entitled, "A Bill for the Administration of the Estate, and for the Payment of the Debts of the late Nabob of the Carnatic," directly affects the interests of your petitioner; that in fact it ignores these interests and proceeds on the implied assumption that the late Nawaub left no heir or representative whatever.

That your petitioner only now appears before your Honourable Council because he has been in communication with the Government of India, through the Governor in Council at Madras, and the Governor General of India in Council, and the Honourable the Court of Directors, regarding the recognition of your petitioner as Nawaub of the Carnatic, and the restoration to him of his rights, property, and revenues; and although the decision of the Honourable the Court of Directors, in reference to your petitioner's claims and rights, was given in a Despatch of that Court, addressed to the Governor General of India in Council, on the 19th March 1856, that decision has never been communicated to your petitioner, either by the Court of Directors or by the Governor General of India in Council, or the Governor in Council at Madras; and it was only very lately that your petitioner obtained a copy of that Despatch, by which he has become aware of the reasons which that Court has given for refusing to acknowledge your petitioner as Nawaub of the Carnatic, and for depriving him of the revenues and property which belong to him as Nawaub of the Carnatic, and as the lawful heir and representative of the late Nawaub.

That your petitioner is the second son of his late Highness Azeemood Dowlah, Nawaub of the Carnatic and Soubahdar of Arcot, who died on the 3d day of August 1819, and was succeeded in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubahdar of Arcot, by his eldest son, your petitioner's brother, his late Highness Azeem Jah Bahadoor, Nawaub of the Carnatic and Soubahdar of Arcot, who died on the 13th day of November 1824, and was succeeded in all his rights, titles, revenues, and property as Nawaub of the Carnatic and Soubahdar of Arcot, by his only son, then an infant, your petitioner's nephew, his late Highness Jholam Mahomed Jhouse Khan Bahadoor, Nawaub of the Carnatic and Soubahdar of Arcot, who died on the 7th day of October 1855, without issue, and leaving your petitioner his heir, representative, and successor, according to Mahomedan law and custom, in all his rights, titles, revenues, and property as Nawaub of the Carnatic and Soubahdar of Arcot.

That the rights of the Nawaubs of the Carnatic, whether titular, gubernatorial, or territorial, are expressly hereditary and independent in their nature, without any limitation to the succession, as appears by all the treaties between them and other powers, whether Indian or European.

That your petitioner begs to refer your Honourable Council to the treaties which have been entered into between the East India Company and your

petitioner's ancestors, heretofore Nawaubs of the Carnatic, the two last of which treaties are expressly still subsisting, and form the basis, and contain the definition of the rights of that Company in the Carnatic, while at the same time they show the rights, titles, dignities, and revenues which your petitioner's ancestors did not cede or give to that Company, and which by these treaties, and by the original rights of your petitioner, and his ancestors, remain and belong to him as his absolute and indefeasible rights, as Nawaub of the Carnatic.

The Treaties to which your Petitioner refers, are:—

1st. A treaty, dated 23d July 1765, called "A Treaty of Perpetual Friendship and Alliance by the Honourable United Company of Merchants trading to the East Indies, with the Nawaub of the Carnatic, and the Soubah of the Deccan."

2d. A treaty, dated 24th February 1787, called "A Treaty of Perpetual Friendship, Alliance, and Security between the said Company and his Highness the Nawaub Walajah, Soubahdar of the Carnatic."

3d. A treaty, dated 12th July 1792, between the said Company and the said Nawaub Walajah.

4th. A treaty, dated 31st July 1801, between the said Company and the Nawaub Azeemood Dowlah, your petitioner's father, called "A Treaty for settling the Succession to the Soubahdary of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payenghaut," in the said Company.

That by this last treaty, which is stated in its preamble to be made for the purpose "of supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties on a permanent basis of security in all times to come;" the state and rank with the dignities dependent thereon, of his ancestors theretofore Nawaubs of the Carnatic, are given to the said Nawaub, Azeemood Dowlah, and one-fifth part of the net revenues of the Carnatic are reserved and appropriated for the maintenance and support of the dignity of the said Nawaub.

That the rights, titles, dignities, and revenues thus secured to Nawaub Azeemood Dowlah, your petitioner's father, were succeeded to by his son, the Nawaub Azeem Jah Bahadoor, your petitioner's brother, and on his death they were succeeded to by his infant son, the late Nawaub Jholam Mahomed Ghouse Khan Bahadoor, your petitioner's nephew, and are the absolute and indefeasible rights, titles, dignities, and revenues of your petitioner, as the lawful heir and successor of his said nephew, as Nawaub of the Carnatic; and they have never been by treaty ceded to, or in any way or manner whatsoever acquired by or forfeited to the said Company, but they remain and belong to your petitioner, not only under the said treaties, but upon the original rights of your petitioner and his ancestors, as Nawaubs of the Carnatic.

That besides the rights, titles, dignities, and revenues so belonging to your petitioner as Nawaub of the Carnatic, your petitioner, as the lawful heir and representative of the late Nawaub, has right to all his real and personal estate, of whatever nature, and especially to the palaces at Chepauk, and at Arcot, which belonged to the late Nawaub, by rights acquired independently of the said treaties; and your petitioner, as such heir and representative and successor of the said Nawaub, is ready and willing, upon the acknowledgment and restoration of his rights, titles, dignities, property, and revenues belonging to him, as such heir, representative, and successor, to charge himself with, and undertake the payment of all the just debts of the late Nawaub, and of all debts and charges laying and incumbent upon your petitioner as such heir, representative, and successor; payments which, on such recognition and restoration of your petitioner's rights, he will soon and readily be enabled to accomplish.

That on taking these circumstances into consideration, your petitioner trusts that your Honourable Council will not proceed further with the Bill, to which your petitioner has called the attention of your Honourable Council, which Bill your petitioner humbly submits to your Honourable Council, proposes to establish a most expensive and abiding machinery for the ascertainment of the estate, and payment of the debts of the late Nawaub, a proceeding which, if passed into a law, will directly stand in the way of your petitioner's just rights, which

which he intends in every lawful and constitutional manner to assert and establish.

That your petitioner is the head of a great Mahomedan family, and during the late and still continuing mutiny and rebellion in India (the progress of, and circumstances attending which your petitioner has seen with sorrow and dismay), he has continued the peaceful and faithful ally of the Government of India.

That this is not the time for your Honourable Council to pass a Bill, taking away, or at all events ignoring the rights, titles, dignities, and possessions which your petitioner holds most dear and sacred. On the contrary, your petitioner trusts that your Honourable Council, which is entrusted with the high and sacred duty of making "laws and regulations for all persons," within the territories in the possession and under the Government of the East India Company, may, when the same shall or may in due form be brought before your Honourable Council, pass a law for the recognition and restoration of the rights, titles, dignities, property, and revenues of your petitioner.

That your petitioner, with all deference, protests against your Honourable Council proceeding further with the said Bill, and against his rights being taken away or injured by any such measure.

May it therefore please your Honourable Council to take his petition into consideration, and to receive his protest against the said Bill; and on your Honourable Council finding the statements regarding his rights made by your petitioner to be consistent with truth and justice, to proceed no farther in the consideration and passing of the said Bill now pending in your Honourable Council, and to leave the administration of the estate, and the payment of the debts of the late Nawaub of the Carnatic to your petitioner, as his lawful heir and representative, to whom of right and duty such administration and payment belong.

And your petitioner shall ever pray, &c.

Triplicane, Madras, 25 May 1858.

Despatched per Tappal.

25 May 1858.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble Petition of his Highness Azeem Jah, Ameer-ul Omrah, Seraj-ul Omrah, Omdut-ul Moolk, Asadood Dowlah, Mahomed Ali Khan Bahadoor, Zool Fekhar Jung, Sepah Salar, being or claiming his rights as Nawaub of the Carnatic and Soubahdar of Arcot.

Showeth,

THAT your petitioner is the second son of his late Highness Walajah, Ameer-ul Omrah, Madar-ul Mulk, Ameer-ul Hind, Azeem-ood Dowlah Behauder, Shawkut Jung, Sepah Salar, Nawaub of the Carnatic and Soubahdar of Arcot, who died on the 3d day of August 1819, and was succeeded in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubahdar of Arcot, by his eldest son, your petitioner's brother, his late Highness Azeem Jah, Ameer-ul Hind, Walajah, Omdut-ul Omrah, Fakhrool Omrah, Mooktar-ul Mulk, Roschan-ood Dowlah Mahomed Manowar Khan, Bahadoor, Bahadoor Jung, Sepah Salar, Nawaub of the Carnatic and Soubahdar of Arcot, who died on the 12th day of November 1825, and was succeeded in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubahdar of Arcot, by his only son, then an infant, your petitioner's nephew, his late Highness Ameer-ul Hind, Walajah, Azeem-ul Omrah, Omdut-ul Omrah, Mooktar-ul Mulk, Azeem-ood Dowlah Mahomed Ghouse Khan, Bahadoor, Shahamut Jung, Sepah Salar, Nawaub of the Carnatic and Soubahdar of Arcot, who died on

the 7th day of October 1855, without issue, and leaving your petitioner his heir, representative, and successor, according to Mahomedan law and custom, in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubahdar of Arcot.

That notwithstanding that such is truly your petitioner's position, and that your petitioner is under solemn and formal treaties, made and concluded between the East India Company, under the authority of the British Government, and your petitioner's ancestors, former Nawaubs of the Carnatic, entitled to all the rights, titles, revenues, and property possessed and enjoyed by the last three Nawaubs of the Carnatic, and Soubahdars of Arcot, being respectively your petitioner's father, brother, and nephew, as above mentioned, your petitioner has to inform your Honourable House that the East India Company and Government of India have, in the possession and exercise of arbitrary power, without any just cause, and without any legal right whatever, refused, ever since the said 7th day of October 1855, the day of the death of his Highness the late Nawaub of the Carnatic, to acknowledge your petitioner as the heir and successor to his Highness, and to award to your petitioner the honours and place to which, as Nawaub of the Carnatic, he is entitled; and have also taken possession and deprived your petitioner of all his revenues, consisting of one-fifth part of the net revenues of the Carnatic, as expressly fixed by treaty, and which amount to about the sum of Company's rupees 12 lacs, or (120,000*l.*) one hundred and twenty thousand pounds sterling, annually.

That your petitioner may show to your Honourable House that he has not overstated his rights, nor misrepresented the conduct of the East India Company and Government of India, he begs the attention of your Honourable House to a statement of the details of his case, and of the answers and reasons which the Government of India has given in defence of its disownment of your petitioner's rights, and of its taking possession of his property and revenues.

The rights of the Nawaubs of the Carnatic, whether titular, gubernatorial, or territorial, are expressly hereditary and independent in their nature, without any limitation to the succession, as may be seen in all the treaties between them and other powers, whether Indian or European.

By the *first* treaty to which the East India Company was a party, along with a Nawaub of the Carnatic, namely, with Nawaub Wala Jah, the great grandfather of your petitioner, in which treaty the Company, in conjunction with that Nawaub, were the contracting parties on the one part, and the Nawaub Asif Jah, Soubah of the Deccan, was the contracting party on the other part, and which is dated 23d February 1768, it appears by the *seventh* article, that the Emperor Shah Allum gave and granted to Nawaub Wala Jah and his eldest son, Omdut-ul Omrah, *and their heirs for ever*, the government of the Carnatic Payen Ghaut, and the countries dependent thereon, by his royal firman, bearing date the 26th August 1765; and that the Nawaub Asif Jah, Soubah of the Deccan, released the said Nawaub Wala Jah and his son, *and their heirs in succession for ever*, from all dependence on the Deccan by a sunnud under his hand and seal, dated the 12th November 1766.

By the next treaty entered into between the East India Company and the same Nawaub Wala Jah, your petitioner's great grandfather, and which is dated the 24th day of February 1787, and is entitled, "*A Treaty of perpetual Friendship, Alliance, and Security*," the parties respectively contract "*for themselves and their successors to and with each other.*"

The next treaty is dated 12th July 1792, and is still subsisting. It is made between the same parties, the East India Company and the Nawaub Wala Jah, your petitioner's great grandfather, the said Company acting by the Right honourable Charles Earl Cornwallis, Governor General, invested with full powers on the part of the said Company, *their heirs and successors*, on the one part, and the said Nawaub, in his own name, and for himself *and his successors*, his eldest son, Nawaub Omdut-ul Omrah, *and his heirs and successors*, on the other part.

This treaty is stated, in its preamble, to have been made *in lieu* of the treaty of 1787, which had been "*entered into for the purpose of cementing an everlasting friendship*" between the parties, "*and of contributing mutually towards the defence of the Carnatic and countries dependent thereon.*" And by

the *first* article, the parties contract and agree that "the friends and enemies of either of the contracting parties shall be considered the friends and enemies of both." And, in order effectually to carry out that article, the said Company, by the *second* article, "agree to maintain a military force, and the said Nawaub Walajah Behauder agrees to contribute annually a certain sum of money" (thereinafter mentioned) "as his share of the expense of the said military force;" and, by the *third* article, "in the event of war breaking out in the Carnatic, and countries appertaining to either party, and dependent on the Carnatic, or contiguous thereto, it is agreed, for the better prosecution of it, that, as long as it should last, the said Company shall possess full authority over the Carnatic (except the Jaghires belonging to the family of the said Nawaub, and certain charities), and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawaub one fifth share of the net revenues arising therefrom; and that, at the conclusion of the war, the Carnatic shall be restored to the said Nawaub, except in certain cases," which are thereinafter mentioned.

The treaty is occupied with many details in reference to the manner in which, and the conditions on which, the Company should assume the management and collect the revenues, not merely in the event of war, but in the event of the Nawaub not making good the payments of his contributions towards the expense of the military force for the purpose of mutual defence, and his payments on account of debts mentioned in the treaty; and provisions are made for the management of the Company becoming permanent, or the management reverting to the Nawaub.

But, notwithstanding these important powers given to the Company, the treaty leaves the hereditary sovereign, and territorial rights and titles, of the Nawaub otherwise entire. By the *sixth* article of the treaty, the Company engage as follows:—"The said Company, desirous of *preserving the rights of sovereignty over the said Poligars* (the zemindars of the Carnatic) *to the said Nawaub*, engage to the utmost of their power, and consistent with the realisation of the tributes or peshush from them, to enforce *the allegiance and submission of the said Poligars to the said Nawaub* in customary ceremonies, and in furnishing the Poligar peons *according to the established custom for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the Nawaub's country*, promising that *all acts of authority shall be exercised in, and all accounts of revenue* (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies) *shall bear his, the said Nawaub's, name.*"

And the *tenth* and last article of the treaty contracts, that "The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company in all treaties which shall in any respect affect the Carnatic, and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto."

The next treaty is the last made, and still existing, between the East India Company and the Nawaubs of the Carnatic, and bears date the 31st July 1801. It is made between the Right Honourable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of his Excellency the Most Noble the Marquis Wellesley, Governor General in Council of all the British Possessions in the East Indies, on behalf of the East India Company, on the one part, and by his Highness the said late Nawaub Azeem-ul Dowlah, your petitioner's father, on his own behalf, on the other part; and is entitled a "Treaty for settling the succession to the Soubahdarry of the territories of Arcot, and for vesting the administration of the Civil and Military Government of the Carnatic in the United Company of Merchants of England trading to the East Indies," and these, according to the preamble, also are said to be the objects of the treaty.

It will be seen from the body and whole tenor of the treaty, that the words or phrase, "Soubahdarry of the territories of Arcot," used in the title and preamble, must be held to mean the Nawaubship of the Carnatic, which includes the Soubahdarry of Arcot; and that the treaty, while it carries out its object of "vesting the administration of the civil and military government of the Carnatic in the said Company, also accomplishes its other object, namely,

that of "settling the succession" to the Nawaubship of the Carnatic upon the Nawaub Azeem-ul Dowlah, and his heirs and successors.

It is of great importance to your petitioner, that your Honourable House should examine the terms and context of this treaty, because the Honourable the Court of Directors, in their Despatch afterwards to be noticed, say that the terms of this treaty "are *exclusively personal* to Azeem-ul Dowlah, your petitioner's father, with whom the treaty was made; and that "there is no mention in the treaty of heirs and successors, nor any stipulation respecting descendants."

The Government of India, at the date of the treaty in question, had taken it upon them (with what justice or by what right, it is not necessary to your petitioner's case to inquire), to pass over the nearest heir of the Nawaub Omdut-ul Omrah, then lately deceased, and to place and establish his cousin, Azeem-ul Dowlah, as Nawaub of the Carnatic, and to enter into treaty with him. Hence the meaning of the first object of the treaty, "for settling the succession," is to settle the succession upon Azeem-ood Dowlah, and his heirs and successors, instead of upon the heir so passed over, and his heirs and successors.

With this explanation of the first object of the treaty, your petitioner will notice the terms and context of the treaty to show the incorrectness of the statement, that the terms of the treaty "are *exclusively personal* to Azeem-ul Dowlah," and at same time the irrelevancy of the statement, that there is no mention in the treaty of heirs and successors, nor any stipulation respecting descendants.

The preamble of the treaty, *inter alia*, sets forth, "And whereas the Musnud of the Soubahdarry of Arcot having become vacant, the Prince Azeem-ul Dowlah Behauder *has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic*; and whereas the said Company, and his Highness the said Prince Azeem-ul Dowlah Behauder, have judged it expedient that *additional provision should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties on a permanent basis of security in all times to come.*"

Here, in the first place, Azeem-ul Dowlah is declared to have received an expressly hereditary status, "the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic;" thereby giving to him, as one of the rights of that status, a right to have heirs and successors, as his ancestors, theretofore Nawaubs of the Carnatic, had right to have heirs and successors, and consequently giving rights to his heirs and successors. And in the next place, it is very prominently set forth to be the object of the treaty, to establish "the connexion between the contracting parties on a permanent basis of security in all times to come." These are terms the reverse of *exclusively personal* to Azeem-ul Dowlah, and render unnecessary the mention of heirs and successors.

Then the first article of the treaty is as follows:—"The Nawaub Azeem-ul Dowlah is *hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawaubs of the Carnatic*; and the possession thereof is hereby guaranteed by the Honourable the East India Company to his said Highness Azeem-ul Dowlah Behauder, *who has accordingly succeeded to the Soubahdarry of the territories of Arcot.*"

This article goes expressly to carry out the first object of the treaty, "the settling of the succession," and is precisely consistent with the statement quoted from the preamble. It gives to Azeem-ul Dowlah the hereditary status, rank, and dignities of the Nawaubs of the Carnatic, and acknowledges that he "has accordingly succeeded" to these, and consequently to all the hereditary rights which belong to the Nawaubs of the Carnatic.

The latter part of the article, in so far as it concerns the guarantee of possession by the Company, seems at first sight personal to Azeem-ul Dowlah; but looking at the nature and context of the treaty, this guarantee cannot be held to be personal to Azeem-ul Dowlah, but to include all who should derive right through him, that is, his heirs and successors; for the guarantee is given to him as having succeeded to the rights of his ancestors, theretofore Nawaubs of the Carnatic. The Company, although they had given no such guarantee to Azeem-ul Dowlah, would have been equally bound, in their character of administrators of the civil and military government of the Carnatic, to have maintained him in the possession of the state, rank, property, and dignities which
were

were his; and they, in the same character of administrators, are as much bound to maintain his heirs and successors in the possession of the state, rank, and dignities which are theirs.

The *second* article of the treaty also conclusively negatives the argument of the Government of India, that the terms of this treaty are personal to Azeem-ul Dowlah. It is in these terms: "*Such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawaubs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly the friends or enemies of either are the friends or enemies of both.*"

All the former treaties had this usual contract of mutual alliance, friendship, and security, with which this article concludes, and bore that such alliance was to be perpetual, and were made by the parties respectively for themselves, their heirs and successors; and in the preamble of this treaty it is emphatically said to be made for "establishing the connexion between the said contracting parties on a permanent basis of security in all times to come." Under these circumstances, it follows that such parts of the former treaties as made the alliance perpetual and obligatory upon the heirs and successors of the contracting parties, were by this treaty renewed and confirmed. These parts of the former treaties were "calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties;" and hence this last treaty is effectually made a treaty by the parties respectively for themselves, their heirs, and successors.

The *third* article of the treaty is in entire consonance and consistency with the second article, thus: "The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the *defence of the Carnatic*, and for the *protection of the rights, person, and property of the said Nawaub*, Azeem-ul Dowlah Behauder; and with the view of reviving the *fundamental principles of the alliance between his ancestors and the English nation*, the said Nawaub Azeem-ul Dowlah stipulates and agrees that he will not enter upon any negotiation or correspondence with any European or native power without the knowledge and consent of the said English Company."

The "administration of the civil and military government of the Carnatic," given to the Company by this treaty, it will be seen, is for perpetuity and for ever; and in like manner, the engagement undertaken by the Company in the above-quoted third article, for the defence of "the Carnatic, and for the protection of the rights" of the Nawaub, is and must be held to be commensurate with the administration given to them, that is, for perpetuity and for ever.

The fourth and fifth articles of the treaty provide for the exclusive "administration of the civil and military government of the Carnatic" by the Company, and fix the portions of the revenues given to the Company and reserved to the Nawaub. Thus, Article 4: "It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together" with the full and exclusive "right to the revenues thereof (*with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nawaub, and for the support of his dignity*), shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nawaub, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature." And Article 5th, "It is hereby stipulated and agreed that *one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nawaub and of his own immediate family, including the mohal to his Highness the Ameer-ul Omrah.*"

Thus, the exclusive "administration of the Civil and Military Government of the Carnatic," and four-fifths of the revenues thereof, are given to the Company; and the remaining one-fifth part of these revenues is reserved as the estate and inheritance of the Nawaubs of the Carnatic, remaining with them "for the maintenance and support of the Nawaub and his own immediate family," and to which the said Company receive no right and have no claim by the treaty.

The treaty provides for the mode in which the fifth part of the net revenues shall be ascertained, and the periods and manner of payment thereof to the Nawaub; and the Company charges itself with the payment of the debts of his ancestors, and engages to take into consideration the situation of the families of the then late Nawaubs Walajah and Omdut-ul Omrah, and to charge itself with suitable provisions for them; and by the *tenth* article it is stipulated "that the said Nawaub Azeem-ul Dowlah Behauder *shall, in all places, and on all occasions, and at all times, be treated with the respect and attention due to his Highness' rank and situation as an ally of the British Government,*" and a suitable guard shall be appointed from the Company's troops for the protection of his "said Highness' person and palace."

In this manner are the two objects of the treaty carried out by the treaty; the first "for settling the succession" by Nawaub Azeemood Dowlah being formerly established in the state and rank, with the dignities dependent thereon, of his ancestors, theretofore Nawaubs of the Carnatic, and by a fifth part of the net revenues of the Carnatic being expressly reserved and applied to his maintenance and the support of his dignity; and the second object of the treaty, "for vesting the administration of the Civil and Military Government of the Carnatic" in the Company, is carried out by such administration being expressly given to them, with four-fifths of the revenues of the Carnatic.

Unless the selection of Azeemood Dowlah as heir by the Company included the consequence of carrying the succession to his heirs and successors, instead of to the heirs and successors of the heir passed over, how was this first object of the treaty, "for settling the succession," accomplished?

This declared object of the treaty had no meaning unless such were the effect of the treaty; the treaty is, therefore, as effectual for carrying the succession to the heirs and successors of Azeemood Dowlah, as if these heirs and successors had been expressly mentioned.

These are the treaties under which the East India Company obtained, and now hold, the possession and exercise the Government of the Carnatic, and under which the rights, titles, dignities, and revenues of your petitioner are secured to him; and in so far as these treaties do not cede or give to the East India Company the hereditary sovereign and territorial rights, titles, and possessions of the Nawaubs of the Carnatic, these rights, titles, and possessions remain and belong to your petitioner, as Nawaub of the Carnatic, upon the original rights of your petitioner and his predecessors as Nawaubs of the Carnatic. The "state and rank, with the dignities dependent thereon," of your petitioner and his ancestors as Nawaubs of the Carnatic, together with one-fifth part of the net revenues of the Carnatic, do so remain not ceded or given to the East India Company, and they have not been acquired by nor forfeited to them in any way or manner whatever, but they remain and belong to your petitioner as his ancestral and treaty absolute and indefeasible rights as Nawaub of the Carnatic. If these treaties are good and valid to the East India Company for their possession and government of the Carnatic, they must be equally good and valid to your petitioner for the protection, maintenance, and enjoyment of his rights, titles, and possessions as Nawaub of the Carnatic.

Consistently with this state of matters, the East India Company and Government of India have themselves, until the period of the accession of your petitioner as Nawaub of the Carnatic, in all respects acted under these treaties as your petitioner maintains they are bound and should continue to act under them. On the death of his Highness Nawaub Azeemood Dowlah, your petitioner's father, they accorded and maintained to his eldest son, your petitioner's brother, his Highness the late Nawaub Azum Jah Bahadoor, all the rights, titles, dignities, and possessions belonging to him as Nawaub of the Carnatic under these treaties. And on the death of Nawaub Azum Jah, the said Company and Government accorded and maintained to his only son, then an infant, your petitioner's nephew, his Highness the late Nawaub Mahomed Ghouse Khan, all the rights, titles, dignities, and possessions belonging to him under these treaties as Nawaub of the Carnatic; and consistently with such a course of action, the said Company and Government, during the lifetime of his Highness the late Nawaub, your petitioner's

petitioner's nephew, when your petitioner came to be incidentally mentioned in their despatches, did not fail to recognise your petitioner as the next heir to his Highness in the event of his demise without issue.

Under these circumstances, it is difficult to conceive how or for what reasons, or under what pretences, the Government of India has refused to acknowledge your petitioner as Nawaub of the Carnatic, and has deprived him of his rights, titles, and possessions as such Nawaub, he being equally with his elder brother and nephew, the late Nawaubs of the Carnatic, the direct and lawful heir and successor to the same rights, titles, dignities, and possessions which they enjoyed under the existing treaties, the last of which was made with your petitioner's father, his Highness the late Nawaub Azeemood Dowlah. But it is due to your Honourable House and to your petitioner's case that your petitioner should state fully the reasons which the Government of India have given for their refusal to acknowledge your petitioner as the Nawaub of the Carnatic, and to put him in possession of, and to accord and maintain unto him, the rights, titles, dignities, and revenues belonging to him under the existing treaties and as Nawaub of the Carnatic; and this full statement your petitioner will give in the course of representing to your Honourable House the manner in which he has been treated by the Government of India in applying to that Government to comply with his claims and rights under the said treaties, of which treatment your Honourable House will see that your petitioner has good reason to complain.

On the 7th of October 1855, the day of the death of his Highness the late Nawaub, your petitioner's nephew, his Highness Dewan waited on the Honourable Sir H. C. Montgomery, Baronet, the only member of Council then at Madras, the Governor, Lord Harris, being absent, to communicate to him intelligence of the death of his Highness, and to receive instructions in reference to his Highness' funeral. On that occasion the Dewan mentioned the rights of your petitioner as the late Nawaub's successor, to which Sir H. C. Montgomery replied he had no authority to enter upon that subject, but that without due orders he (the Dewan) *must not recognise, and if necessary prevent, the assumption by any person of the position of his late Highness' successor.*

In this covert way did your petitioner receive the first intimation that the Government of India had made up its mind to depart from the treaties subsisting between it and your petitioner, as Nawaub of the Carnatic.

On the day after the 8th October, the funeral of his Highness took place, at which your petitioner, as his uncle and nearest relative, and head of the family, ought to have conducted and presided over all the religious rites and ceremonies, at the palace and at the mosque, and all the proceedings relative to his Highness' sepulture; but your petitioner was prevented from paying and performing these last, and, according to the Mahommedan faith, important rites and duties for and to the deceased, by the Government at Madras having ordered the Dewan of his Highness to attend to his Highness' funeral, instead of allowing your petitioner to fulfil his proper place and duty upon that occasion.

After the funeral, your petitioner, on the 10th October, addressed a letter to Edward Balfour, Esq., the Government Agent at Chepauk, the proper channel of communication for your petitioner, requesting him to lay before the Right Honourable the Governor in Council the rights of your petitioner, under the treaties as successor to the late Nawaub, and asking the favourable consideration of the Government to these rights, and reminding them of the good-will and faithful alliance to the British Government of your petitioner's father, brother, and nephew, as Nawaubs of the Carnatic, and directly requesting that the Government would be pleased to place your petitioner on the musnud of his ancestors, in terms of the existing treaties. To this communication your petitioner received a reply on the 19th November, in the form of an extract from the Minutes of Consultation of the Governor in Council at Madras, of date the 17th of November, as follows: "Resolved, that his Highness Prince Azeem Jah be informed, through the Government Agent at Chepauk, in reply to his address under date the 10th ultimo, *that the Government decline to recognise him as successor to his Highness the late Nawaub of the*

Carnatic,

Carnatic, and that the whole question in regard to the vacant musnud will be reported by the next mail to the Honourable the Court of Directors for their consideration and orders."

The Government at Madras, it thus appears, was incompetent to settle the question (if there were any question, for your petitioner humbly submits there was none) in regard to the vacant musnud; but that Government was competent to ignore, in the meantime, all the rights, titles, and dignities of your petitioner as Nawaub of the Carnatic, and to deprive him of all his revenues, and leave him for an indefinite period, under the great disadvantage of poverty, to assert his rights as he best could.

In consequence of the information given to your petitioner, that the matter was to be reported to the Honourable Court of Directors for their consideration and orders, your petitioner prepared a memorial of his case to that Honourable Court, and transmitted the same on 24th November, through the Government Agent to the Governor in Council at Madras, to be forwarded; and your petitioner duly received information that such his memorial would be forwarded, and a copy of it also sent to the Government of India at Calcutta.

It is surprising, but it is not the less true, that your petitioner has not to this day, after a lapse of upwards of two years and six months, received any reply or answer to the memorial so forwarded by him to the Honourable the Court of Directors; but your petitioner will state what sort of communications your petitioner did receive from the Government of India.

He had dispatched his memorial to the Court of Directors on 24th November 1855, in the manner he has already stated, and on 25th January 1857, after a lapse of a year and two months, your petitioner received a letter from the Government Agent at Chepauk, sending Extract Minutes of Consultation of the Governor in Council at Madras, of date 19th January, announcing to your petitioner, that an allowance of Company's rupees one lac per annum had been made to him for the period of his life, but containing no notice of the memorial which your petitioner had sent to the Court of Directors. Your petitioner thereupon, on 3d February, addressed a letter to the Government Agent, inquiring for the answer to his memorial; and on the 7th February he received from the Government Agent an answer, stating, "I have the honour to mention that the Right Honourable the Governor in Council, in Extract Minutes of Consultation, *has replied to the agency*. In this reply, Government mention, *that the letter of your Highness, of date the 24th, was forwarded on 27th November 1855 to the Honourable Court of Directors; and in their reply to the Government of India, of 19th March 1856, the Honourable Court acknowledged the receipt of the despatch in which your letter was forwarded; and I am able to mention that the allowance of one lac of rupees, which I had the honour on 25th ultimo to announce the issue of to your Highness, to commence from 8th October 1855, was the result of that reference,*" meaning that the allowance to your petitioner, here referred to, was the result of your petitioner's memorial, on the subject of his claims and rights, addressed to the Court of Directors. Your petitioner will not comment on this mode of communicating the answer to his memorial, if such was meant to be the answer to it.

In the hope that redress might still be obtained from the Government of India, your petitioner then, on 3d April 1857, addressed a letter to the Right Honourable Viscount Canning, the Governor General in Council, in which your petitioner, after referring to the communication from the Government at Madras, announcing an allowance to him, which he stated he would not accept, proceeds to state his case to his Lordship, and to refer to the memorial which he had addressed to the Court of Directors, and to certain points of his case which he was afraid had been lost sight of, and he concludes by requesting his Lordship to forward "this my memorial to the Honourable Court of Directors, supported by your Lordship's strong recommendation."

Not having received any reply to this communication to the Governor General in Council, your petitioner, on 26th November last, wrote a note to remind

remind his Lordship of his application; and on 2d December last, your petitioner received a communication from the Government of Madras as follows:—"The Government Agent will inform the Prince Azeem Jah Bahadoor, in reference to his address of 26th ultimo, that a reply has been received from the Supreme Government to his Khareetah to the Right Honourable the Governor General, under date the 3d April last. The Government of India decline to discuss the merits of his Highness' case, or to revoke the decision which has been passed. They observe that the Prince has memorialised the Honourable Court of Directors, and he may await their reply."

In the ignorance of your petitioner as to what was "the decision which had been passed," and in consequence of the ambiguity of the concluding part of this communication from the Governor General in Council, your petitioner was led still to hope to receive an answer from the Honourable Court of Directors. It was in this state of the matter that it was suggested to your petitioner to obtain a copy of the despatch of the Court of Directors of the 19th March 1856, of the existence of which your petitioner had first become aware by the letter of the Government Agent of 7th February 1857. It was but lately that your petitioner obtained copy of that despatch; and he confidently submits to your Honourable House that it was due to him that the contents or substance of that despatch should have been communicated to him without any undue delay; and that the manner in which he has been treated by the Government of India in the matter is equally derogatory and unfair towards your petitioner.

The correctness of the copy of that despatch which your petitioner has obtained, he believes may be readily verified, by a copy to be found at the India House. Assuming his copy to be correct, your petitioner proceeds to lay before your Honourable House the chief part of that despatch, and will at the same time state his answers to each paragraph of the despatch as it proceeds.

ANSWERS.

DISPATCH.

1. Here it is noticed that the late Nawaub died "without direct heirs;" meaning, it is presumed, that he died without issue; and it is kept out of view that the succession of the Nawaubs of the Carnatic is not in any way limited, but belongs to them in all the lines of succession; whether descendants, ascendants, or collaterals. Your petitioner is, according to law, the direct heir of the late Nawaub; and according to the phraseology of the Court of Directors, he is a direct heir, being a son of Azeemood Dowlah, with whom the last Treaty was made.

2. No grounds are given for the unanimous opinion here referred to. In opposition to it, your petitioner has, by fair quotation from the treaties, shown that, instead of being at an end, they are *expressly made for perpetuity*; and instead of the dignity of the Nawaub of the Carnatic having expired, your petitioner stands forth as the undoubted and acknowledged heir and successor of the late Nawaub—your petitioner holding the position of second son of the Nawaub with whom the last treaty was made. The *expediency* here referred to is only on one side.

3. Your petitioner considers that it will be his duty to maintain, with all deference, that the earnest deliberation here mentioned has resulted in a great violation of public faith.

"1. The Governor General's letter in the Foreign Department, dated 14th November 1855, and the political letters from the Madras Government, dated the 12th October, and 20th November, and the 4th December 1855, report to us the death, *without direct heirs*, of His Highness Mahomed Ghouse, Nabob of the Carnatic, and communicate the views of the Governor General and of the Governor in Council at Madras respecting the consequences of that event."

"2. In the opinion both of the Governor General and of the Madras Government, the dignity of the Nawaub of the Carnatic has expired; the treaties between the British Government and the successive heads of the family of Walajah are at an end; the British Government are under no obligation to recognise any person as successor to the rights hitherto enjoyed under those treaties; and expediency being wholly against such recognition, these authorities are unanimously of opinion that it ought not to take place."

"3. We have carefully examined the past history of the relations of the British Government with this family, and have bestowed on the important question referred to us the earnest deliberation due to all questions which can be supposed to involve considerations of public faith."

4. Your petitioner cannot admit that the statement, said to have been made by the "announcement" here referred to, regarding the conduct of the Nawaubs Walajah and Omdut-ul Omrah, is true. He presumes that it refers to the charge of treasonable correspondence with Tippoo Saib, made against these Nawaubs after they were both dead. It has long been matter of public history that that charge was false, and was not supported by any evidence. But although the statement referred to had been true, are the Government of India and the British Government not the less bound by the treaty entered into with Azeemood Dowlah, and by the previous treaties to which it refers? These treaties are equally binding on both parties, according to their terms, whatever may be the correct account of the matters here unnecessarily brought forward. The statement, that the Nawaub Azeemood Dowlah was solely indebted for his titular sovereignty, and the pecuniary and other rights annexed to it, to the grace and favour of the British Government, your petitioner maintains to be incorrect, and an erroneous representation of the basis of the treaty entered into with that Nawaub. The Government of India, no doubt, selected Azeemood Dowlah as heir to the Musnud; but it was not to that Government, but to the rights, titles, dignities, and possessions of the Nawaubs of the Carnatic that he was indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it by the treaty.

5. Your petitioner submits that nothing here stated can affect the treaty which was entered into.

6. The rights of your petitioner's family were not derived from the treaty of 1801, or from any treaty with the East India Company. Your petitioner has already shown that the terms of the treaty are not personal to Azeemood Dowlah; and that it is not material that there is no mention of heirs and successors in it. The Court of Directors here endeavour to show that the successions of the late Nawaubs, the son and grandson of Azeemood Dowlah, were only by the grace and favour of the Government of India. Your petitioner maintains, that what was secured to them and him by treaties, and not given to, or in any way acquired by, the Government of India, has not been given, and cannot be given, by that Government by grace and favour.

"4. We find that when, in 1801, the representative of the junior branch of the family of Walajah was placed on the Musnud by the act of the British Government, a formal announcement was made to the following effect: the conduct of the two previous Nawaubs, Walajah and Omdut-ul Omrah, had placed them in the position of public enemies of the British Government; that all antecedent right of the family had been forfeited; and that the Nawaub Azeemood Dowlah was solely indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it, to the grace and favour of the British Government."

"5. We find that Azeemood Dowlah fully acknowledged this fact; and that the original draft of treaty prepared by the Madras Government having contained words implying that the British Government did not confer a new, but recognised a pre-existing right, those words were, on that express ground, by the desire of the Marquis Wellesley, struck out, and others substituted which did not contain that implication."

"6. The rights of the family being thus derived from the treaty of 1801, are necessarily limited by its terms, and those are exclusively personal to Azeemood Dowlah. There is no mention in the treaty of heirs and successors, nor any stipulation respecting descendants. Two successions, indeed, have since taken place, but on each of these occasions the question was regarded and treated as one subject to the decision of the British Government. On the first of these occasions, the Governor General acknowledged the son of Azeemood Dowlah as his successor in the mark and title of Nawaub of the Carnatic; but the meaning of that ambiguous term was cleared up by the declaration, his Excellency is pleased to resolve that the pecuniary provisions of the treaty of 1801 shall remain in force. On that last vacancy the family were expressly informed that '*it is the intention of Government that the late Nawaub shall be succeeded in his state and dignity by his infant son.*' It was thus distinctly held that the Government might have refused its assent to the succession even of a direct heir, and on the present occasion there are no direct heirs."

7. Your

7. Your petitioner confidently maintains that there is a direct, unequivocal, and onerous obligation on the British Government to continue the provisions of the treaty of 1801 in favour of any legal heir of the deceased Nawaub. As to the expediency of the course taken by the Government of India, your petitioner must be allowed to say, that whatever may appear expedient to the Honourable Court of Directors for their interests, and to suit their opinions, cannot, by any stretch of ingenuity or argument, or under any rule of right or law, be held to ignore and cancel your petitioner's treaty rights, and to deprive him and his family of their state, rank, property, and revenues. Your petitioner challenges the correctness, as well as the relevancy and propriety of the closing statements of this paragraph, regarding the "favouring the accumulation of an idle and dissipated population," "and the scandalous want of principle evinced in pecuniary matters." He denies that the Nawaubs of the Carnatic have favoured the accumulation of an idle and dissipated population, and he points to the peaceable and faithful conduct of your petitioner, his family, and adherents during the disastrous mutiny and rebellion of last year, and which still continues. With reference to the pecuniary matters referred to, your petitioner presumes that it is the contraction of debts by the late Nawaub, and by your petitioner, that is meant; and he has to state, that they at least incurred no debts beyond their means of ultimately paying them.

8. This paragraph refers to your petitioner's Memorial on the subject of his rights addressed to the Honourable Court of Directors, and notices only that part of the Memorial which refers to your petitioner's having been recognised by the Government of India and its servants as the next heir to the late Nawaub. These instances of recognition remain simply as evidences of what the Government of India and its servants, at the dates mentioned, thought of your petitioner's rights. Your petitioner will not follow the Honourable Court into their explanations of these plain recognitions of your petitioner as the next heir to the late Nawaub, in the event of his dying without issue.

9. This is the foregone conclusion of the Court of Directors, and it has been reached, your petitioner humbly submits, without any just or correct premises.

The 10th and 11th paragraphs of the Despatch refer to the provisions proposed to be made for your petitioner, and the officers of the late Nawaub's household and others by way of allowances and pensions, and to the payment of the debts of the late Nawaub.

"7. In the circumstances, there cannot be any obligation on the British Government to continue the provisions of the treaty of 1801 in favour of any collateral relative of the deceased Nawaub's; while, in the absence of obligation, we entirely agree with the Madras Government in the opinion, that it would be highly inexpedient to do so. Such titular sovereignties, and the exemption they are held to confer from the common operation of the law, are always an evil, and, in the present case, their effect has (as was truly observed by Lord Harris) been morally most pernicious, 'not only by favouring the accumulation of an idle and dissipated population in the chief city of the Presidency,' but by the scandalous want of principle evinced in pecuniary matters, both by the late Nawaub and by his uncle, Azeem Jah, the nearest collateral relative.

"8. Azeem Jah has addressed to us a Memorial, in which he professes to consider his right to the musnud as having been admitted by the Madras Government and by us. He cites with this view an expression in the Resolution of Government in 1843: 'The position which he holds in relation to his Highness the Nabob, and to his succession to the musnud;' and a passage from one of our letters to the Madras Government, dated 14th January 1829, in which he is spoken of 'as the next heir,' in case of the Nabob's demise. The subject then before us was, not the succession to the musnud, but the appointment of a physician to the young Nabob, and we had no intention whatever of entering into the question, what might be Azeem Jah's rights of inheritance. As the nearest of kin, we spoke of him as the heir to whatever could be legally derived from the Nabob by inheritance, but the Nabobship had never been considered by us to be heritable by heirs of right.

"9. We therefore fully adopt the opinion of the Governor General and of the Madras Government, that the title and dignity of Nabob, and all the advantages annexed to it by the treaty of 1801, are at an end."

12. Your petitioner presumes that it was in contemplation of the arbitrary measure of the seizure of the Nawaub's property, and the consequent undertaking of the payment of his debts, that this palace would at once be at the disposal of the State as public property. What other right have the East India Company or Government of India to this palace? It was the property of the late Nawaub, acquired by him by rights independently of the treaties, and your petitioner is his heir. As to the personal property contained in that palace, what is the nature of the right of the East India Company or Government of India to that property? Your petitioner is the representative of the late Nawaub in his personal estate.

" 12 (and last paragraph of the Despatch). We perceive that, in the contemplation of the Madras Government, the Palace of Chepauk will at once be at the disposal of the State as public property. Sir Henry Montgomery says that it was mortgaged, which might imply that it was considered to be private property. You will institute further inquiries upon this point; but whatever may be the correct view of the subject, we do not wish to see the ladies of the Nawaub's immediate family deprived, against their inclination, of the privilege of residing in that edifice; and the most liberal consideration should be given to any claims they may prefer to portions of the personal property contained in the building."

Your petitioner will leave this Despatch without further comment, confidently submitting to your Honourable House that it does not contain the statement of any good reason, just cause, or legal ground for the course which the Government of India has taken, in refusing to acknowledge your petitioner as Nawaub of the Carnatic, and for depriving him of the rights, titles, dignities, and revenues which belong to him as such Nawaub, and for disowning him as the heir and representative of the late Nawaub in his real and personal estate. And your petitioner further submits to your Honourable House, that the course which the Government of India has taken in this matter, forms a direct and total breach and abnegation of the treaties existing between the East India Company and the Nawaubs of the Carnatic, and requires the interference of the British Parliament to repair that breach, and to restore these treaties, and to save the British name and Government from the course of error and wrong which the Government of India has thus entered upon, and is proceeding to carry out and perpetuate.

Your petitioner has waited patiently for a voluntary acknowledgment and restitution of his rights by the Government of India; the greater part of the time your petitioner being without the receipt, as he is at present, of any revenues or income whatever, in consequence of his rejecting the receipt of the allowance or pension offered him by the Government of India, and which your petitioner considers it to be an imperative and sacred duty to reject; and your petitioner has beheld with dismay and much sorrow the course of the desolating mutiny and rebellion which arose in the North Western Provinces of India a year ago, and has been marked by so many disasters and so much loss of life, both European and native, and which still continues to rage in these North Western Provinces.

Your petitioner is the head of a great Mahommedan family, and, though suffering under grievous wrongs inflicted by the Government of India, he has continued, together with his family and friends, the peaceable and faithful ally and supporters of that Government. But your petitioner, as one having right to speak on these matters, must assure your Honourable House that, while such breaches of public treaties as your petitioner has to complain of remain unredressed, and while the British Government, which has been too long and too closely associated with the Government of India, does nothing in India to separate itself from the Government of India and its obnoxious acts, it is impossible for the people of India, who, of late years, in consequence of these obnoxious acts (their knowledge and firm conviction of which cannot be removed by force), have lost faith in all the acts, promises, and engagements of the Government of India, to have any hope of better government, or any inducement to obedience, while that Government remains.

Your petitioner has also to state to your Honourable House, that he and his immediate family and friends are not, and will not, continue to be the only sufferers by the conduct of the Government of India, in refusing to acknowledge your petitioner as the Nawaub of the Carnatic, and in depriving him of his rights, titles and revenues; for there is a very large population, chiefly

Mahommedan,

Mahommedan, in Triplicane, the neighbourhood of the usual place of residence of the Nawaubs of the Carnatic, the population of which amounts to about 60,000, and elsewhere, who have already experienced, and as the life-pensions and other allowances at present given by the Government of India out of the revenues of your petitioner fall in, will further experience, a great or total withdrawal of their ordinary means of living and business, and of their education and support. The Nawaubs of the Carnatic have invariably lived amongst, and expended their incomes and revenues in the midst of that population; and they have endowed charitable institutions, libraries, and schools for that population—a population which your petitioner is warranted in saying, is not excelled in learning, sobriety, and good conduct, by any population of the same extent anywhere in India.

That your petitioner altogether rejects the decision of the Government of India, as recorded in the Despatch of the Honourable the Court of Directors of 19th March 1856; and your petitioner claims, as the undoubted heir, representative, and successor of his late nephew, the Nawaub Mahomed Ghose Khan, all the rights, titles, dignities, revenues, and property belonging to your petitioner, as such heir, representative, and successor, and as Nawaub of the Carnatic, and Soubahdar of Arcot, under the subsisting treaties between the East India Company and the Nawaubs of the Carnatic, and under the original rights of your petitioner and his ancestors, Nawaubs of the Carnatic; and to have these rights, titles, dignities, revenues, and property restored to him, as on and from the 7th October 1855, the day of the late Nawaub's death; and to be maintained in the possession of the same, according to the terms of the said existing treaties between his ancestors and the East India Company.

Your petitioner, therefore, humbly prays that your Honourable House may be pleased to institute an inquiry into the circumstances attending the refusal by the Government of India to acknowledge your petitioner as the Nawaub of the Carnatic, and to award and maintain to him all the rights, titles, dignities, revenues, and property belonging to him, as the heir, representative, and successor of the late Nawaub, and for that purpose, to order a return from the East India Company of the originals or true copies of all the treaties entered into between them and your petitioner's ancestors, Nawaubs of the Carnatic, and of all despatches and correspondence relative to the disowning and taking away, by the Government of India, of your petitioner's rights; and upon finding the statements of your petitioner to be consistent with truth and justice, at once to restore him to his said rights, or that your Honourable House may take such other measures as to your Honourable House may seem fit, for ascertaining the rights of your petitioner, and doing justice between the East India Company and Government of India and your petitioner, and for obtaining for your petitioner full redress.

And your petitioner, as in duty bound, shall ever pray.

The signature and seal of the petitioner.

Triplicane, Madras,
10 June 1858.

Done in the presence of me,

(signed) *Janay Jahan Khan,*
Secretary to His Highness.

THE CASE of His Highness PRINCE AZEEM JAH, Nawaub of the *Carnatic*, and Soubahdar of *Arcot*, in support of the Petitions by His Highness to the Imperial Parliament of Great Britain.

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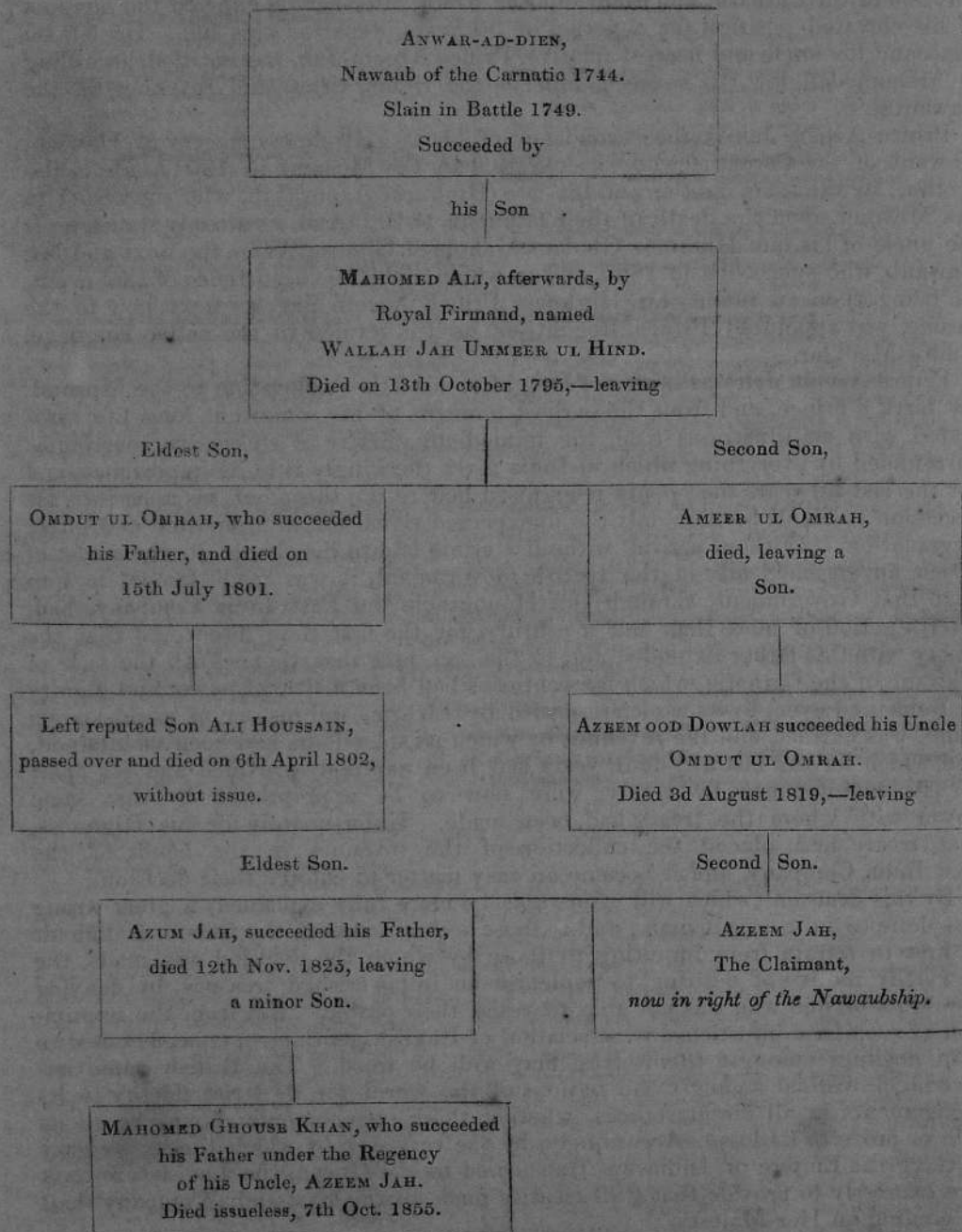
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TABLE OF THE NAWAUB'S DESCENT.



THE CARNATIC CASE.

On the 7th day of October 1855, his Highness Gholam Mahomed Ghouse Khan, Nawaub of the Carnatic, and Soubahdar of Arcot, after having enjoyed the honours of his elevated position for a period of 30 years, departed this life. He left no issue, and his uncle and nearest relative, Prince Azeem Jah, was entitled, according to Mahomedan law, to succeed him in the rights, titles, and revenues of the Nawaubship.

Prince Azeem Jah is the second son of his late Highness Azeem ul Dowlah, Nawaub of the Carnatic, who was elevated to the Musnud in 1801. He is the brother, by the same mother, of his late Highness Azum Jah, who succeeded to the Musnud upon the death of their father in 1819. And, as already stated, he is the uncle of his late Highness Gholam Mahomed Ghouse Khan, the next and last Nawaub, who succeeded in 1825, and to whom, upon the occurrence of that event, he being then an infant, his Highness Prince Azeem Jah, as next heir to the throne, was appointed Prince Regent, or, as it is termed in the native language, Naib-i-Mooktar.

Prince Azeem Jah was born not long after his father's elevation to the Musnud. By birth a prince, and from the earliest moment of his somewhat long life associated with an illustrious title, the immediate relative of successive sovereigns, surrounded by everything which in India gives the kingly title its importance, and for the last 30 years the openly recognised heir to the throne of his ancestors, his accession suddenly became only the unexpected signal for an unmerited and bitter degradation. Without a rival, without a crime laid to his charge, in the midst of peace, an attached ally of the British Government, it was made known to him that that Government, through the Honourable the East India Company, had, after a period of more than half a century, for the first time discovered that the treaty with his father extended not to the son, and that thenceforth the title of Nawaub of the Carnatic, which for centuries had been a title of power and dignity in India, and even, by its association with British arms and history, of world-known fame, was extinct, and the revenues by which its splendours had been maintained, and which for the last fifty-four years had been expressly provided and set apart for its maintenance by treaty, were now to be appropriated by that same power with whom the treaty had been made. Unfortunately for his Highness, that treaty had placed the collection of the revenues in the hands of the East India Company, and it became an easy matter to enforce their decision.

By this decision (which will afterwards be more fully explained) a great wrong was done to an innocent man; and to those acquainted with the facts, it is difficult at first to refrain from imputing to those by whom the decision was made, the unworthy motive of desiring to replenish an impoverished treasury, by denying the rights of one who was not able to resist their power. But from the imputation of such base injustice, any association of English gentlemen, unaccustomed to it in dealings amongst themselves, may well be freed. The British name has become proverbial amongst the nations of the world, for its strict fidelity to its engagements in all circumstances, whether these engagements should be to its gain or prove to its loss. Accordingly, by the very Act by which the sovereignty of the great Empire of India was transferred to the Queen, the Legislature took care expressly to provide that "all treaties made by the East India Company shall be binding on Her Majesty."

In considering, therefore, the decision of the Directors of the East India Company, it is not possible to conceive it, emanating as it does from a body of high-minded Englishmen, to have been dictated by anything but an honest and conscientious regard to considerations believed to be sound and accurate. Taking this view of the matter, it will be the business of this paper to show, in a manner conclusive and irresistible, that their consideration and decision were erroneous, and must have proceeded upon imperfect information of the real facts of the case.

Indian Territorial
Dignities.

The Great Mogul,
vol. i., p. 157.

The Nizam of the
Deccan.

The Subahdar.
Ibid. p. 35.

The Nabob.

Military strength
of Native Princes.

Orme, p. 126.
Ibid. p. 138.
Tenant, i. 350.

The Carnatic.

The head of the great Empire of India formerly was the Great Mogul, or Emperor of Delhi. "The dominions of the great Mogul," says Mr. Orme, "consist of twenty-two provinces, six of which, comprehending more than one-third of the empire, compose the Soubahship of the Deccan; the viceroy of which division is, by a title still more emphatical than that of Soubah, styled in the language of the court, Nizam-al-Muluck, or regulator of the empire: his jurisdiction extends in a line nearly north and south from Brampore to Cape Comorin, and eastward from that line to the sea. Golcondah, one of these provinces, comprehends what Europeans call the Nabobships of Arcot, Canoul, Cudapah, Raja-Mandrum, and Chicacole; so that there were under Nizam-al-Muluck thirty such Nabobs, besides several powerful Indian kings and many others of lesser note."

"From the word Soubah, signifying a province, the viceroy of this vast territory," Mr. Orme mentions at another place, "is called Soubahdar, and by Europeans improperly Soubah. Of the countries under his jurisdiction, some are entirely subjected to the throne of Delhi, and governed by Mahomedans, whom Europeans as improperly call Moors; whilst others remain under the government of their original Indian Princes or Rajas, and are suffered to follow their ancient modes, on condition of paying tribute to the Great Mogul. The Moorish governors, depending on the Soubah, assume, when treating with their inferiors, the title of Nabob, which signifies deputy; but this, in the registers of the throne, is synonymous to Soubahdar; and the greater part of those who style themselves Nawabs or Nabobs are ranked at Delhi under the title of Phous-dar, which is much inferior to that which they assume, signifying no more than the commander of a body of forces. The Europeans established in the territories of these pseudo Nabobs (if we may be allowed the expression), following the example of the natives with whom they have most intercourse, have agreed in giving them the title they so much affect." The Nabobs themselves, however, were frequently styled Soubahs or Soubahdars.

It will thus be seen that under the Emperor was the Nizam or Soubah, or more correctly than both, the Soubahdar; and under the Nizam were the Nabobs. Under them again were various gradations of rank or office, into which it is needless, for the purposes of the present case, to make inquiry. The system bore in some respects, a resemblance to the feudal polity, and this not more in the subordination of successive superiors, than in other features. The offices were held partly by tenure of military service, and partly for payment of specified tribute. The Soubahs and Nabobs were bound to render to their superior military assistance, and the superior extended to them his protection. At first the offices were, like the feudal fiefs, personal and dependent upon the will of the Emperor, who upon the death of a Soubahdar, or of a Nabob, appointed his successor; but in course of time, and especially as the power of the Great Mogul declined, and as the advantages of hereditary rule were made apparent, the offices became hereditary, either tacitly or by express confirmation of the Emperor.

All of these potentates were possessed of great military power. At a time when the military maintained by the English might be counted by tens and units—their troops, in the words of Macaulay, being "scarcely numerous enough to man the batteries of three or four ill-constructed forts which had been erected for the protection of the warehouses at Madras"—Anwar-ad-Dien, a Nabob of the Carnatic, to whom attention will immediately be drawn, maintained a well-appointed army of 12,000 cavalry and 8,000 infantry, while the Soubah of the Deccan is mentioned as marching with armies of 300,000 fighting men. The army which the Emperor could call into the field, is stated to have amounted to 5,000,000 men. Whatever may have been the real strength of these armies as compared with European troops, their chiefs were held in great dread where they held dominion, and in no little awe by the European colonists.

The Carnatic is a province on the south-east of the peninsula of Hindostan. In length it is about 500 miles, and in breadth it varies from 70 to 120 miles. It is bounded on the north by the Northern Circars, on the west by the Province of Mysore, and on the east by the Coromandel Sea. The native capital town is Arcot, from which the Nawaub of the Carnatic has sometimes been termed the Nabob or Soubahdar of Arcot. The province contains a population of about 5,000,000 persons.

Upon an inquiry into the early history of the Carnatic, it is not of any importance to the present case to enter. But it is necessary to the proper understanding of the history of the events which took place towards the end of the last century, and

and upon the connexion of which the present case will be found in a great measure to turn, to go back to a period shortly antecedent to that in which the East India Company came to be connected with the Carnatic. And, first of all, it will be proper, by a brief sketch, to trace the elevation to the Musnud of the Carnatic of that august family of which Prince Azeem Jah is now the venerable and respected representative.

Upon the elevation in 1713 of Ferokhsier to the throne of the Great Mogul, Cheen Kulich Khan was appointed to the Soubahdarry of the Deccan, and was decorated with the title which that Soubahdar for the first time bore, of Nizam-ul-Mulk. At this time Sadatullah was Nabob of the Carnatic, and he held the reins of government under the Nizam till the year 1732, when he died. Sadatullah had no issue male. In conformity with a common Indian practice, he had therefore adopted *Dost Ali* and *Bâkir Ali*, the two sons of a brother. Bâkir Ali he made Governor of Velore, and Dost Ali he nominated to the Nabobship. Dost Ali accordingly succeeded, upon Sadatullah's death, to the vacant Musnud. He had two sons and four daughters. Of these daughters, one was married to *Mortiz Ali*, the son of his brother Bâkir Ali, Governor of Velore, and another to *Chunda Sahib*, who became dewan or minister of the Finances of the Carnatic under Dost Ali, his father-in-law, and will immediately be found to be acting a very prominent part in the affairs of that province.

Events leading to elevation of present Royal family.

The Hindoo Rajahs of Tanjore and Trichinopoly (petty tributary kingdoms within the Carnatic) had become alarmed at certain apparently ambitious proceedings of the Nabob Dost Ali and his son-in-law Chunda Sahib, and incited the Mahrattas, a neighbouring powerful military nation, to march to their assistance. In the month of May 1740, an army of 10,000 Mahrattas suddenly invaded the Carnatic. Dost Ali encountered the invaders, but he and his son Hassam Ali were killed on the field of battle. His other and eldest son, *Sufder Ali*, who now succeeded to the Nabobship, was advancing to his father's assistance when he heard of his death, and took refuge in Velore, where *Mortiz Ali* his brother-in-law (Bâkir Ali being dead) was now Governor. *Mortiz Ali* procured the assassination of the Nabob, attempted to establish himself in the Nabobship, and, in point of fact, went the length of proclaiming himself Nabob at Arcot in November 1742; but his own officers effected a revolt, and *Mortiz Ali*, in disguise, escaped to Velore, whereupon the army proclaimed *Seib Mahomed Khan*, the infant son of *Sufder Ali*, Nabob.

During this eventful period the attention of the Nizam had been engaged in watching another and distant part of his dominions. Upon being released from anxiety in regard to it, he, in March 1743, arrived at Arcot with an army consisting of 80,000 horse and 200,000 foot; and it may here be mentioned, as illustrating the importance and dignity attached to the office of Nabob, that when he arrived at Arcot he was struck with amazement at the anarchy which prevailed, every petty Governor having assumed the title of Nabob; so that one day, "after having received the homage of several of these little lords, Nizam-ul-Muluck said that he had that day seen no less than 18 Nabobs in the Carnatic, whereas he had always imagined that there was but one in all the southern provinces. He then turned to his guards, and ordered them to scourge the first person who for the future should in his presence assume the title of Nabob."

Orme, i. p. 51.

The Nizam treated *Sufder Ali*'s son with respect, and appointed *Coga Abdulla Khan*, the general of his army, to the Government of the Carnatic during his minority. A few months afterwards, viz., in March 1744, *Coga Abdulla* died suddenly, believed to have been poisoned. Upon this, the Nizam appointed *Anwar ad-Dien Khan* in his stead. *Anwar* was the son of a man noted for his learning and piety. He had governed as Nabob at Yaloré and Rajamundrum from 1725 to 1741; and from that period till this appointment took place, he had acted as Nabob or Governor of Golconda. Ostensibly, at least *Anwar* was only appointed Governor till the young Prince should arrive at the years of manhood; and, in the meantime, he maintained the Prince in a splendour adequate to his birth, and assigned the palace in the fort of Arcot for his residence. Shortly afterwards, upon occasion of the wedding of one of *Sufder Ali*'s relatives, to which *Mortiz Ali*, the detested murderer of *Sufder Ali*, fell as a relation to be invited, the young Prince was cruelly assassinated by certain *Pitán* soldiers in his service, and *Mortiz Ali* had a second time to fly from Arcot, suspected of the crime. Thereupon the Nizam sent *Anwar ad-Dien*, who was an able and vigorous Governor, a

June 1744.

Sunnud

Elevation of Anwar ad-Dien.

Then position of India Company.

First Indian war between French and English.

The Nabob Anwar prohibits war in his territories.

French violate injunction, and take Madras.

Nabob comes to assistance of English, and founds the Alliance.

French ambition.

Sunnud of appointment as Nabob of Arcot. This *Anwar ad-Dien* was the great great-grandfather of his Highness Prince Azem Jah.

Previous to this time the East India Company had participated but little in the affairs of the Carnatic, and had not figured in its history. They had been only a weak and struggling mercantile body, contending with the Dutch, and afterwards with the French, for a share of trade. It appears only incidentally that they had acquired and held three villages in the neighbourhood of Madras from the Nabob of Arcot, which had been resumed by that Government; and that, for their restoration in perpetuity, the Company had humbly to petition the Emperor of Delhi, obtaining this, among other privileges, only after repeated applications, long delays, and in consequence of a lucky incident. Madras itself was built upon a piece of ground obtained in 1639 by grant from the Rajah of Chandragheri. Such, a century ago, was the extent of the Company's possessions in the Nabob's dominions. He was a powerful Sovereign; they were merely traders, holding small pieces of land within his territories, and dependent upon his favour for retaining even what little they had.

About the period of Anwar ad-Dien's elevation to the Musnud or throne of the Carnatic, the French and English Governments at home had declared war, and hostilities were commenced in 1745 by the English in the Indian Seas. A small squadron of vessels of war threatened Pondicherry, the seat of the French colony in the Carnatic, situated on the coast about 85 miles south of Madras. M. Dupleix was then the Governor of Pondicherry; and, alarmed for its safety, he prevailed on the Nabob to issue his commands to the Government of Madras that the English ships should not commit hostilities against the French within the territories of Arcot. The Nabob at the same time, however, intimated to the French that he would require them to observe the same law of inertia. The threats of the Nabob made so much impression upon the Government of Madras that the ships were sent elsewhere. But De la Bourdonnais, by direction of the French Government, resolved, in violation of the Nabob's injunction, to strike a blow at the East Indian trade of the English; and in September 1746 anchored near Madras, which he bombarded, and the town capitulated. Viewing this as an affront, the Nabob sent an army of 10,000 men to revenge it, which was, however, on this occasion, repulsed. Thus commenced, 113 years ago, by a voluntary act on the part of the Nabob in a most critical juncture, the connexion between him and the English, which has subsisted unbroken through his descendants to the present day. Dupleix afterwards invested the English fort of St. David, situated to the south of Pondicherry, when the Nabob again sent an army to the relief of the English. His assistance was attended this time with more success; and Dupleix found that he could effect nothing against the English at St. David so long as they were assisted by the troops of the Nabob. He therefore had recourse to cunning and correspondence, and in course of time succeeded in detaching the Nabob's troops from the English; and St. David would also have fallen into the hands of the French, had not, in March 1747, the English squadron unexpectedly hove in sight. A fleet afterwards arrived from England, and an attempt was made by the English against Pondicherry, but the attempt failed, and Dupleix took advantage of the failure to impress upon the native powers an idea of the French superiority. Under the treaty of Aix-la-Chapelle, by which the English and French were in 1748 restored to peace, Madras was redelivered to the English.

Dupleix was a vain and ambitious man, possessed of very considerable ability, and burning with desire to extend the French power in India. With all his vanity, however, he united profundity as a politician, while he was possessed of rare address in the management of Indian affairs. He saw clearly that, on the one hand, the existence of any other Europeans in India, and particularly of the English, would be perilous to his hopes; and, on the other, that he never could succeed but through alliances with the native princes, and by simulating adhesion to the cause of some powerful chief. For the French to have ventured upon an open war of conquest on their own account would only have been to have invoked the contempt and vengeance of all the neighbouring princes. Naturally, with such views, he must side, not with the legitimate reigning powers, but against them; and the opportunity was found, just where it was most needful, in the province in which his schemes of aggrandisement must first find their vent, and against that ruler whose displeasure he had aroused.

When

When the Nabob Anwar ascended the Musnud it seems there was among the Carnatic chiefs a feeling against his elevation, and in favour of the family of Sada-tullah, which for several generations had ruled in peace, and with advantage to their subjects. Chunda Sahib, although only a member of the family by marriage, resolved to avail himself of this feeling, and was watching his opportunity, although detained a prisoner by the Mahrattas. Dupleix, quick to discover his man, and skilful to turn his vigilance to account, used every art to promote an alliance, and ultimately guaranteed the heavy ransom which released him from captivity. In 1748 Nizam-al-Muluck died at an advanced age. He had obtained his eldest son appointed to the high office of Ameer ul Omrah at the Court of Delhi. His second son, Nazir Jung, had hitherto in his absence managed the affairs of the Deccan, and upon the Nizam's death he assumed the Government. A rival, however, started up in the person of Moozuffer Jung, his nephew—a favourite grandson of the late Nizam Moozuffer Jung. He had been, for several years during the life of his grandfather, Nabob of Beejapore, and it was given out and believed he had been nominated, by his grandfather's will, successor to the Soubahdarry. At this time Chunda Sahib was at the head of 6,000 men. He immediately entered into a league with Moozuffer, and was joined by the French. Moozuffer was prevailed upon to commence the campaign in the Carnatic; and the combined forces attacked the city of Arcot, which, after a very stubborn resistance, was taken. Anwar ad-Dien, the Nabob, who had reached the great age of 107 years, was slain in the engagement, and his son Mahomed Ali escaped with the remains of the army to the strong fort of Trichinopoly. Moozuffer and Chunda Sahib neglected the advice of Dupleix promptly to follow up their advantage; and Nazir Jung, who had been marching to Delhi, having heard what had taken place, retraced his steps, and advanced into the Carnatic with an army of 300,000 fighting men, with 800 pieces of cannon, and 1,300 elephants. He thereupon summoned Mahomed Ali to join him, and despatched letters to Fort St. David requesting the English to send a body of Europeans.

Chunda Sahib con-
spires against the
Nabob Anwar.

Alliance with
French.

Anwar slain, and
succeeded by
Mahomed Ali.

The Nizam takes
the field.

From the beginning of 1747 the English had been intriguing both with Nizam-al-Muluck and Nazir Jung against the French; and a mandate had been issued to Anwar, directing him to protect, aid, and assist them in all respects, and to use his best endeavours for the chastisement of the French and recovery of Madras. The arrival of Moozuffer Jung, the defeat of Anwar, and the apprehended schemes of Dupleix, had struck the English with alarm. They saw the dangers to which they were exposed, but were incapable of acting with the necessary vigour. They had allowed the fleet, with troops, to sail for England, and only 120 Europeans were sent to support Mahomed Ali at Trichinopoly. But upon the arrival of Nazir Jung, Major Lawrence, with 600 Europeans, joined his immense army in the capacity of Allies.

The French retreat.

The French retreated in the face of this force, leaving Moozuffer and Chunda Sahib in a state of despair. Moozuffer yielded himself up to his uncle, by whom he was placed in fetters, and Chunda Sahib retreated with his troops to Pondicherry. Hostilities took place; and although the French obtained some advantages, they could not have maintained the field very long against Nazir, had not Dupleix entered into correspondence with some of Nazir's Patan chiefs, who were incited to treachery, and by one of whom Nazir Jung was shot through the heart. Moozuffer Jung was now freed from his imprisonment, and assumed the authority of Soubahdar. Dupleix was appointed by him Governor of the Mogul dominions on the coast of Coromandel, from the river Kistna to Cape Comorin, being the full extent of the Carnatic, or rather more; and Chunda Sahib was appointed his deputy at Arcot. Thereafter Moozuffer Jung set out with his army towards Golconda, in the Deccan. On the march the Patan chiefs who had joined his standard revolted, and in the conflict which ensued Moozuffer was slain. Upon this emergency, the French general at once resolved to elevate Salabut Jung, the eldest surviving son of the Nizam, who was present in the camp. Salabut Jung became thenceforth the French Soubah, and promised the same concessions to the French which had been made by his predecessors, and the army continued its march towards Golconda. "The Europeans in India," says Mr. Mill, "who hitherto had crouched at the feet of the meanest of the petty governors of the district, were astonished at the progress of the French, who now seemed to pre-side over the whole region of the Deccan. A letter to Dupleix from a friend in the camp of Salabut Jung affirmed that in a little time the Mogul on his throne

Nizam murdered,
and Moozuffer
elevated.

Moozuffer slain,
and French elevate
Salabut Jung.

Vol. iii., p. 79:

would tremble at the name of Dupleix; and, however presumptuous this prophecy might appear, little was wanting to secure its fulfilment."

The English, with their ally Mahomed Ali, were now sunk in apathy and despair, and, in conjunction with him, made proposals which were haughtily declined. The English then took the field, and at first suffered repulses, on one occasion, with disgrace, flying from the field, leaving the native troops fighting. Then was it that Clive, having obtained the command of a small force, attacked and took Arcot, and made that ever-memorable defence of that place which first gave a name to the British arms in India, and may be said to have been the turning point of their career in that empire. This, however, was a mere diversion. The enemy's efforts were directed to the reduction of the strong fort of Trichinopoly, which Mahomed Ali was occupying. In the difficulties which befell Mahomed Ali, he applied to the Mysoreans, and obtained from them a force of 20,000 men. The King of Tanjore likewise sent 5,000 men, and Lawrence arrived with 400 Europeans and 1,100 sepoys. By aid of these forces, and the vigorous proceedings which were adopted, the enemy were driven to extremity, and Chunda Sahib surrendered himself to the King of Tanjore, who immediately ordered him to be assassinated, the English general not esteeming himself sufficiently powerful to interfere.

Death of Chunda Sahib.

Conference between French and English.
Vol. iii., p. 95.

The hostilities which had been commenced to unseat Mahomed Ali, and ostensibly to elevate Chunda Sahib, but more truly on the part of the French to drive the English out of the Carnatic, and make themselves supreme, were, however, after Chunda Sahib's death, resumed, and continued till October 1754. But the war had become exceedingly hateful to the directors and proprietors of both the English and French companies in Europe; and in January 1754, Dupleix had opened a negotiation with Saunders, the Governor of Madras. "The real point in dispute," says Mr. Mill, "was, *whether or not Mahomed Ali should be acknowledged Nabob of the Carnatic*, the English contending that he should be recognised by the French, the French contending that he should be given up by the English." The dispute turned upon title, the French stating that they held patents from Moozuffer Jung and Salabut Jung, confirmed by the Great Mogul, in favour of Dupleix and Chunda Sahib. The English stated that they held patents from Nazir Jung, Gazee o deen Khan, the eldest son of the Nizam, and the Great Mogul, in favour of Mahomed Ali. The English proposed to meet the difficulty by a compromise, by which Salabut Jung should be recognised as Soubahdar, and Mahomed Ali as Nabob, on condition of Salabut Jung confirming the other's appointment. But Dupleix "was so intoxicated by his connexions with Salabut Jung, and his notions of his own authority in the Carnatic, that he rejected Mr. Saunders' proposal with disdain." In the meantime a discovery was made that the patent, which the French produced from the Great Mogul, was a forgery, and the conference, on its eleventh day, was broken off.

Orme, vol. i., p. 339.

Provisional treaty between the English and French.

Mill, vol. iii., p. 98.

War renewed by French.

Mill, vol. iii., p. 103.

Ibid., p. 102.

Allies triumph.

The parties in Europe met each other in a better spirit, and agreed that a negotiation should be conducted in India, between Mr. Saunders, the English Governor, and M. Godeheu, as Commissioner sent out on the part of the French, superseding Dupleix, whose ambitiousness was odious to both nations. A Provisional Treaty was concluded in December 1754, by which "everything for which they had been contending was gained by the English; every advantage of which they had come into possession was given up by the French, by a stipulation to withdraw effectually from interference in the affairs of native princes. Mahomed Ali was left, by the fact, Nabob of the Carnatic, or Arcot." The expectations that the blessings of peace would be secured by this Treaty were, however, completely deceived; "it procured not so much as a moment's repose." Dupleix was recalled; but shortly afterwards Count de Lally, an able and ambitious military commander, was sent out by the French Government, and, in consequence, for a series of years, the Carnatic became again the theatre of war, in the course of which, that there might not be wanting a pretext for their hostilities, the French decorated Rajah Saheb, the eldest son of Chunda Saheb, with the title of Nabob. The war was attended with varied success; Arcot was taken and retaken, but at last the arms of the allies triumphed; the triumph of the English and of Mahomed Ali being completed by the taking of Pondicherry in 1761.

The English were now in the ascendant; but the wars were attended with immense expense, were productive of much and continual bloodshed (many thousand men having been killed in the struggle), and were a source of continual injury

injury to the country, and of disturbance to the proper collection of its revenues, and prosecution of its trade and industry. It can scarcely, therefore, be matter of surprise, that both the French and the English in Europe were most desirous of their termination. Accordingly, when the terms of the Treaty of Paris, of date 10th February 1763, came to be adjusted, the restoration of peace in India became the subject of an express Article, in which it was agreed that, "*in order to preserve future peace on the coast of Coromandel and Orixá, the English and French shall acknowledge Mahomed Ali Khan for lawful Nabob of the Carnatic, and Salabut Jung for lawful Soubah of the Deccan.*" Mahomed Ali was thus, by a solemn Treaty, "*acknowledged*" by both the European nations as Nabob, and the terms of the Treaty show that this acknowledgment removed all the pretence there was for war. Mahomed Ali, in truth, both by birth and otherwise, was the person legitimately entitled, or naturally having right to that high station. All the others were pretenders or adventurers who were thrust forward by the French, to give an excuse for their appearing in the field, and obtaining the assistance of the native princes to the ambitious projects of their leaders.

Treaty of Paris, 1763, acknowledged Mahomed Ali.

Chalmers' Collections of Treaties, vol. i., p. 476.

In agreeing upon the acknowledgment, however, of the French Soubah, Salabut Jung, the framers of the Treaty had not been aware that that personage had been previously dethroned and imprisoned by his brother, Nizam Ali, who, upon learning the terms of the Treaty, caused him immediately to be put to death, and thus became, without a rival, Soubahdar of the Deccan.

Nizam Ali becomes Soubahdar of the Deccan.

The English Company had, prior to the Treaty, become desirous of obtaining from the Great Mogul, the confirmation, among other things, of Mahomed Ali's title as Nabob of the Carnatic, and of certain grants of land which, as will be afterwards mentioned, they had obtained from him in Jaghire. In the general letter from Bengal, dated 12th November 1761, it is said—

Application to the Great Mogul to confirm Mahomed Ali.

"We directed Major Carnac and Mr. McGwire, and afterwards Colonel Coote and Mr. McGwire, to apply, as soon as Shah Allum should be acknowledged king, for Sunnuds for the Company's possessions and privileges in Bengal. . . . We directed, also, application to be made at same time for the Sunnuds for the Provinces of Arcot, in the name of the Nabob Aly Verdi Cawn, otherwise called Mhamud Ally Cawn, with whom we have been so long allied. These requests were made by Major Carnac, who was detached by Colonel Coote to escort the king to the borders of the Province; and the king wrote upon the papers of Requests, that they should be granted whenever a proper Peskouh or Tribute was remitted. The Major transmitted to us copies of the said papers of Requests, with the king's superscription; and advised us, at the same time, that the king had offered to confer on the Company the Duannee of Bengal, on condition of our being answerable for the Royal revenues; but as we are sensible that our accepting of this post would cause jealousy and ill-will between us and the Nabob, we thought it more prudent to decline it."

The answer of the Directors upon this subject was contained in their general letter to Bengal, dated 9th March 1763, in the following terms:—

"Your refusal of the Duannee of Bengal, offered by the king, was certainly right, and we are well satisfied with the just and prudent reasons you give for declining that offer. However, it seems something extraordinary to us, that at the time the king makes this advance he should return the applications made to him for the Sunnuds to confirm our privileges and possessions in Bengal, granted by the late and present Nabob, in so loose and unsatisfactory a manner, and even to require a piscah or present before he passes the order in due form. The great services we had rendered his majesty, and the generous treatment he met with from us, as well as from our ally the Nabob, during his stay at Patna, surely claimed a more distinguished treatment, and at least a full grant of our request, without such an expensive demand annexed. The time and manner of the refusal seem likewise very extraordinary, your applications being returned at the very juncture Major Carnac was escorting him to the Caramnassa, or borders of the Province, a service which must then be fresh in the king's memory; and, therefore, we think there is reason to apprehend the king is not so cordially attached to us as we might have expected. However, if you judge the obtaining such Sunnuds to be absolutely necessary, you have, we doubt not, continued your application to have them perfected. *It was a prudent consideration in you to add to your applications on this subject our ally, Verdi Cawn, otherwise called Mhamud Ally Cawn, as Nabob of Arcot, which, we suppose, you have or will continue to do when you think proper to move again in this affair; and should the king succeed in his pretensions to the throne, the sooner the grants are obtained, the less, we apprehend, will be the expense attending it.*"

Com. Third Rep. 1773, p. 383.

In the following year the Directors of the East India Company addressed the following letter to the Nabob:—

“ To his Excellency Umdatul Mulk Serajah Dowlah Anawardean Cawn Behaudor Munsoor Jung, Nabob of the Carnatic Payngaut.

“ MAY IT PLEASE YOUR EXCELLENCY,—

“ Amidst the deep concern with which we are touched on account of the disorders which have arisen in the Kingdom of Bengal, we have the satisfaction to learn that the friendship which has so long subsisted between your Excellency and the Company is daily increasing. The assurances Mr. Pigot, our late Governor of Madras, has given us of your continued attachment to the Company, and the strong proofs you have yourself produced of your generous attention and goodwill, in taking on yourself the whole charges of the sieges of Madras and Pondicherry, and in the grants you have lately made to the Company of lands in the vicinity of Madras, are pleasing and acceptable to us in the highest degree. We are at a loss how to express our acknowledgments, otherwise than by the strongest assurance of our firm intention to prove to you at once the sincerity of our past, and the warmth of our present friendship, by supporting you in the most effectual manner in your government, and by endeavouring, as much as in us lies, to perpetuate the succession thereof in the direct line of your family.

“ The good effects which have been derived both to your Excellency and to the Company, from the cordial friendship which has at all times subsisted between you and our late Governor, Mr. Pigot, have been so conspicuous, and his conduct in this respect particularly has given us so much satisfaction, that we thought proper, on his arrival here, to receive him with the most honourable testimonials of our approbation.

“ May your Excellency long continue to enjoy the blessing of a peaceful and prosperous government, with continued increase of honours and wealth.

“ In testimony whereof we hereunto affix our Great Seal, in the City of London, this first day of the month of June, in the year of our Lord One thousand seven hundred and sixty-four.”

In evidence of the Company's friendly feelings, thus expressed towards Mahomed Ali, and of their desire to maintain him and his descendants in the throne of the Carnatic, they renewed their application to the Emperor for the Royal Grant in his and their favour.

The Royal Firmaunds, however, were not obtained until August 1765. On 12th August 1765 the Emperor Shah Allum granted a confirmation in favour of the English Company, their heirs and descendants for ever and ever, of the grants by the Nabob from the Circar of the Carnatic. And on 26th August 1765 the Emperor granted a Firmaund confirming Mahomed Ali's right and title to the Nawaubship of the Carnatic. This important document confirmed a previous Firmaund of the Emperor Ahmed Shah in Mahomed Ali's favour, dated in 1750, and conferred upon Mahomed Ali and his eldest son, and *their heirs for ever*, the government of the Carnatic Payen Ghaut, and the countries dependent thereon, to be held immediately of him, the Emperor, without dependence upon the Soubahdar of the Deccan. By the same Firmaund he bestowed upon the Nabob Mahomed Ali the new titles of Walla-Jah, Ummir-ul-Hind, which he ever afterwards used.

Another Firmaund, dated 12th August 1765, was likewise granted to the Company, conferring upon them the Five Northern Circars, which formed a part of the Soubah of the Deccan, from dependence upon which they were accordingly thereby released. To take possession of these provinces General Calliaud marched with the troops of the Carnatic. Nizam Ali, the Soubah, immediately took steps to avenge himself, and was preparing to invade the Carnatic, when the Presidency, alarmed at the prospect of war with the Soubahdar, sent orders to Calliaud to negotiate a peace. Arrangements were accordingly concluded with the Nizam, and a treaty was subscribed by the parties. The only part of the arrangement, of present importance, was that by which, in consideration of a payment by the Nabob of 50,000 L., he secured for himself and his successors a discharge of all demands by the Soubah against him and them. The discharge is in the following terms:—

“ In consideration of the fidelity and attachment, the said Omdet-ul-Mulck Behauder (Mahomed Ali) has promised and engaged to my Court, by the means of General Calliaud, and in return for the sum of five lacs of rupees (agreeable to the petition hereto mentioned, countersigned by us), this discharge is now given to him, the said Omdet-ul-Mulck,

his

The Royal Firmaunds granted 1765.

Treaty between English and Nizam. Sunnud of release by Nizam to Nabob.

12 Nov. 1766. Vol. of Treaties, p. 267.

his sons and heirs, for the whole of the above-mentioned countries (the Carnatic Payen Ghaut, from the borders of the Palnand country to the further extremity of those of the Malavar country), as well past, present, as the future also."

At the same time, with a view to remove doubts and suspicions from the mind of the Soubah regarding the Nabob, and to "strengthen and establish in the strongest manner the alliance, attachment, and fidelity between his Highness" the Nabob and the English Company, General Cailland subscribed an obligation, by which he engaged, on the part of the Nabob, that he would "do nothing prejudicial to the interests of his Highness, or contrary to the friendship and alliance by the means of the said Company, now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities."

Vol. of Treaties,
p. 368.

This alliance with the Nizam was of short duration. Hyder Ali soon afterwards succeeded in gaining over the Soubahdar, and concluded a treaty with him. He prepared to invade the Carnatic, and Mahomed Ali suggested to the English to attack the Nizam before he could effect a junction with Hyder. His advice was neglected; the English were attacked by the united forces, and had to fly; the country was desolated by Hyder, who marched to Madras. Fortunately the English were reinforced, and in an engagement with Nizam and Hyder the latter were defeated, and had to retire. The Nizam had previously made overtures of peace, and his motions were now quickened by this disaster. Negotiations were opened between him and the English and the Nabob, who in all these affairs lent the English his assistance. The result was a treaty, dated 23d February 1768, entitled,

"A treaty of perpetual friendship and alliance, made and concluded at Fort St. George, between the Honourable United Company of Merchants of England trading to the East Indies, in conjunction with the Nabob Wala Jah, Omdut-ul-Mulck Ummeer-ul-Hind Serajah Dowlah Annever-Deen Khan Behauder Monsoor Jung Sipra Sirdar, of the Carnatic Payen Ghaut, on the one part, and the Great Nabob, high in station, Ausuph Jah Nizam-ul-Mulck Meer Nizam Ally Khan Behauder Futeh Jung Sipra Sirdar, Soubah of the Deccan, on the other part; by the Honourable Charles Bouchier, Esq., President and Governor of Fort St. George, and the Council thereof, on behalf of the said English East India Company; the Nabob Wala Jah Omdut-ul-Mulck, on behalf of himself as Nabob of the Carnatic; and the Nabob Recun-ud-Dowlah Dewan, invested with full powers, on behalf of the said Nabob Asif Jah Nizam-ul-Mulck, his heirs and successors, as Soubah of the Deccan."

Treaty of 1768
with Nizam.

Vol. of Treaties,
p. 369.

This treaty referred to the previous treaty of 1766, and contained various provisions, and, among others, by Art. 6, it was agreed,

"That a mutual peace, confidence, and friendship shall subsist for ever between the English Company, his Highness Ausuph Jah, and the Nabob Wala Jah; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any trouble should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders."

The most important, however, of the articles of this treaty to the present question was the 7th, which is as follows:—

"The exalted and illustrious Emperor Shah Allum having been pleased, out of his great favour and high esteem for the Nabob Wala Jah, to give and grant to him, and his eldest son Meyen-ul-Mulck Omdut-ul-Omrah, and their heirs for ever, the government of the Carnatic Payen Ghaut, and the countries dependent thereon, by his Royal Firmaund, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nabob Ausuph Jah Nizam-ul-Mulck, &c., having also, out of his affection and regard for the said Nabob Wala Jah, released him, his son Meyen-ul-Mulck, &c., and their heirs in succession, for ever, from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Ghaut, by a Sunnud under his hand and seal, dated the 12th of November 1766, in consideration of the said Nabob Wala Jah having paid the Soubah five lacs of rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ul-Mulck, that the said Nabob Wala Jah, and after him his son Meyen-ul-Mulck, and their heirs and succession, shall enjoy for ever, as an ultumgan or free gift, the Government of the Carnatic Payen Ghaut in the fullest and amplest manner, the said Nabob Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Ghaut, or in the Sircars before and now ceded to the English Company, except the said Nabob Wala Jah, or the said English Company, by the means of their President and Council of Madras, who, on their part, in conjunction

Nabob released
from dependence
on Deccan.

conjunction with the said Nabob Wala Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nabob Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed."

Mahomed Ali thus
y every power
acknowledged.

By this treaty, therefore, the Royal Firmaund of the Emperor in favour of the Nabob Wala Jah was recognised, not merely by the Soubahdar, but by the English Government, while the Soubahdar himself, so far as he was concerned, confirmed or conferred upon the Nabob, in free gift, the Government of the Carnatic. Thus, by every power concerned, by the Emperor, by the Soubahdar, and by the English Company, the right of Wala Jah to the Nabobship or Government of the Carnatic, was expressly acknowledged in the most solemn manner; while it is most important to observe that these documents prove, not merely their right, but that it flowed from the lawful native authorities, and was not in any view the creation of the English Company. Nor is this observation wholly unnecessary, for there have been persons ignorant enough to have supposed that Wala Jah, as Nabob, derived his title and right from the English, and was some mere dependant of the Company, or, at all events, he was the tolerated ruler of a conquered kingdom. Such an idea is not to be discovered as existing in the mind of any one at the period at which we have now arrived. It could not be. It was directly contrary to the fact. *He was found an independent prince.* The English had gone to war for him, but they had never gone to war against him. His position could not, therefore, have been changed, and necessarily the whole course of the Company's dealings with him was upon the footing of his being a Sovereign in his own right. Thus the Nabob himself writes:—

His title derived
from native autho-
rities.

The Nabob an
independent
prince.

14 Oct. 1775.
Fifth Report of
Committee of
Secrecy, p. 97.

"By the blessing of God *I am an hereditary prince*, and a firm and steady friend and ally of the King of Great Britain, and am the most attached to the English nation of all the princes of India. My friendship and sincere regard to them has been frequently put to the test both in times of prosperity and adversity; and, through the strict connexion which subsists between me and the Company, our concerns are the same, and my country is independent of every Sirdar, however powerful, by means of my alliance with the King of Great Britain."

Sixth Report,
p. 1036.

So far removed, however, from discussion was the subject, that the mention of the title is at first, at least, only incidental. Thus, in the draft of a treaty between the English and Dutch East India Companies and the Nabob, which was prepared by the Madras Government in January 1781, the Nabob Wala Jah is incidentally thus designated, "who is the Sovereign of the Carnatic Payen Ghaut."

Sixth Report,
p. 1082.

His right, indeed, was expressly acknowledged in the agreement entered into between the Company and the Nabob in December 1781. This agreement took the form of requests and replies; and the second article of the Nabob's requests was in the following terms:—

Papers relating to
Carnatic, printed
1803.

Vol. vi., p. 226.

"*I am hereditary Prince of the Carnatic and of Balla Ghauts, under Peanghaut, and am independent of every one*, and I have entire right and authority over my country, my children, my family, my servants, and subjects, and have power in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it." The reply of the Honourable the Governor General and Council went beyond the request. "The right and authority which the Nabob possesses over his country, his children, his family, his servants, and subjects, in all the political and domestic administration of his country, *we will maintain and support.*"

At a much later period a legal difficulty arose out of the position of the Nawaub; and in the following Despatch in relation to it, it is very distinctly laid down what was the status of his Highness:—

EXTRACT of Political Letter.

"Fort St. George, 18 March 1801.

"Para. 17. In our Despatch of the 9th October last, we apprised your Honourable Court of the probable agitation before the Court of Recorder of questions relative to property of his Highness the Nabob of the Carnatic, situated within the limits of the Court. An application had, indeed, already been submitted to us by Mr. Latour, but we postponed any decision on the points stated by that gentleman, from an earnest desire that his Highness the Nabob should be induced to anticipate, by an amicable adjustment of the accounts, the necessity of defining the nature of his Highness's situation with respect to the jurisdiction of the Recorder's Court.

"18. All endeavours having, however, failed to produce a conciliatory disposition on the part of his Highness the Nabob, *we consulted the opinion of the Attorney General on this case,*
and

and informed Mr. Latour that we considered the Nabob of the Carnatic to be an independent prince, representing himself in the British territories, now subject to the jurisdiction of the Court of Recorder, and that his Highness was therefore entitled to the rights and immunities secured to foreign ambassadors by the law of nations and the statute of Queen Anne. But we did not limit the Nabob to the privileges of an ordinary ambassador. Adverting to the nature of the connexion formed between his Highness's family and the British Government in India, and to the establishment of the seat of his Highness's political government in the vicinity of Madras, we deemed it incumbent on the national honour and justice to extend to his Highness, and to his family, the rights and immunities of a foreign ambassador in a superior degree."

But while the documents to which reference has been made expressly established Mahomed Ali in the throne of the Carnatic, it is equally important to observe that they as expressly conferred that right upon his descendants. It has been seen that the Company itself promoted the application to the Emperor for confirmation of the Nabob's right. In the letter from the Directors to the Nabob, dated 1st June 1764, already quoted, they expressed their desire to manifest their friendship, "*by endeavouring, as much as in us lies, to perpetuate the succession thereof in the direct line of your family.*" Accordingly, the Firmaund which was obtained bore expressly, as the above quotation from the Treaty of 1768 shows, that it was granted in favour of "*the Nabob Wala Jah and his eldest son Meyen ul Mulck Omdut ul Omrah, and their heirs for ever;*" while the Soubah agrees with the Nabob that he, and "*after him his son Meyen ul Mulck, and their heirs in succession, shall enjoy for ever*" the Government of the Carnatic. The grant so made in favour of the Nabob's descendants received the entire concurrence of the English power. His late Majesty George III., in a letter to the Nabob, dated 19th March 1771, expressed the Royal hope or wish: "*We are satisfied that our friendship and protection to you and your posterity will descend through our successors from generation to generation.*" The Directors themselves employed terms even more explicit; for upon the 25th November 1775, they wrote to the President and Council at Fort St. George, "*You are to secure to his Highness's children the government of the Carnatic in a just and lineal succession, according to the Firmaund from the Emperor Shah Allum and the Treaty of 1768, between the Company, the Soubah of the Deccan, and the Nabob.*"

Right conferred upon him and his descendants.

These acknowledgments and directions on the part of the Company were, no doubt, dictated by the warmest feelings of friendship towards an eminent, constant, and important ally, but they may not have been without their political use. It is very true that the Company had at that time attained to considerable power in India, and particularly in the southern portion of the peninsula, and they had made the English name to be both feared and respected; but, at the same time, they had not attained to the position which they now occupy, of being the predominant power. They had many enemies among the native princes, and these princes were very powerful. It was, therefore, a matter of importance to cultivate and retain the friendship and alliance of the Nabob Wala Jah. It might be that his power alone could have made but feeble resistance of itself to the English forces; but he might have leagued himself with one of the great native powers; and had he done so, there were times when it might have occasioned the entire eradication of the English from the Carnatic. Fortunately for him, and, it may be said with some confidence, for the English Company, he maintained throughout his whole life the most cordial friendship and strictest alliance—an alliance which endured in his person for the remarkable length of half a century. It was accordingly as an esteemed friend and as a close ally that he was regarded by the English Company.

Alliance with Nabob a political necessity.

And it may not be unimportant now to introduce a few excerpts, by which this relationship, and the views and anxieties of the parties, become more fully apparent. Here, in the first place, the letters of the Nabob are very explicit. A quotation has already been made from one of his letters. The following is an extract from another letter from him, dated 23d February 1779:—

How relations with Nabob viewed.

"I have lived in strict friendship and alliance with the Company and English nation near 40 years, during which time I have spent the best part of my life, and all my treasures, in reducing their enemies. When those enemies were superior to them in force by ten to one, I have, in every respect, continued the unalterable and firm friend of the English, and considered their loss as my own. When the king and the princes of this country saw the rectitude which the English observed in all their dealings, and their attachment and sincerity, they desired to make friendship with them through my mediation, and to have their protection. I have repeatedly given assurances of this to former governors, and we have

First Report of Committee of Secrecy, p. 219.

had frequent opportunities of trying who were our friends and foes, and of settling our affairs in Indostan, in such a manner that we should have no fear of having our tranquillity afterwards disturbed."

The following are extracts from the writings of the Company:—

EXTRACT from Letter of Hon. Court of Directors, dated 30 June 1769.

Fifth Report of
Committee of
Secrecy, p. 23.

"YOU will see, by the whole tenor of our letters to you and the other Presidencies, that we are rather jealous of the Maratta Power; yet we have sought to continue in peace with them, and to keep up a friendly intercourse; but if they think fit to take a hostile part against us, to send you insulting messages, and to brave your port with their grabs, it is time to take vigorous measures for preserving that respect which we have hitherto held on your side of India. When you wrote your letter of the 13th December, giving an account of the Maratta fleet cruising off the harbour, and of the insolent answer of Vissajee Punt, you had ships in your harbour more than sufficient to have destroyed his fleet, or brought him to a more becoming and explicit declaration; and when Madarao informed you that his designs were to demand the chout from the Nabob of Arcot, preserving at the same time towards the English, you should have told him that those two things were incompatible; that the Nabob of Arcot was, as he knew, in firm friendship and alliance with the English; and that any demand made upon him at the head of an army laying waste his country would be answered by the English forces in all parts of India, who never would suffer a people under their protection to be distressed and plundered under any pretence whatsoever. That accounts should be settled between their respective agents in the usual manner; and, if anything was due from the Nabob of Arcot, your good offices should be employed in bringing the matter to an amicable conclusion. This sort of language, with some vigorous preparations at the same time by sea and land, would have been more likely to preserve peace with the Marattas, than the silent respect with which you seem to have received all their insults."

EXTRACT from General Letter to Fort St. George, dated 10 April 1771.

Second Report of
Committee of
Secrecy, p. 571.

"HAVING expressed to our select committee the earnestness of our desire that every conciliatory measure should be employed to remove from the Nabob's mind any jealousies, and eradicate any suspicions, he may have unjustly conceived respecting the sincerity of our attachment to him, we shall here confine ourselves to your inquiry concerning the disposal of the jaghire lands at the expiration of the present cowlé. Impressed as we are with the most friendly disposition towards the Nabob, we can by no means think of increasing his jealousy, or depriving him of the least degree of importance, by not admitting him as a renter of the Enaum lands."

LETTER, President and Council at Fort St. George, to the Governor General and Council of Bengal, 7 December 1774.

First Report of
Committee of
Secrecy, p. 258.

"WE come now to speak of the Nabob of Arcot, the Company's ancient ally."

EXTRACT LETTER from Governor General and Council read at Fort St. George, Military Consultations, 13 November 1775.

Second Report of
Committee of
Secrecy, p. 493.

"It shall always be our study, as far as can depend on us, to promote a mutual confidence between your Presidency and the Nabob, whose interest we regard as inseparably united with the Company's in the Carnatic."

EXTRACT from Letter, Governor General and Council to Colonel Upton, 16 August 1775.

Fifth Report of
Committee of
Secrecy, p. 73.

"As the Nabob of Arcot is a particular friend and ally of the English, and as his interest may be affected with any treaty you may conclude with the Maratta Government, we direct that you make the Maratta chiefs acquainted with the union that subsists between him and the Company, and insist on including him in the treaty, in an express article to the following effect:—That the Nabob Walla Jah Bahadar, Nabob of the Carnatic, having been for a considerable course of years united to the English Company by the strongest ties of friendship and alliance, and the Company having ever considered his enemies as their enemies, and his friends as their friends, it is agreed that the Maratta chiefs likewise shall hereafter regard him as their friend, and his enemies as their enemies. At the same time we are to acquaint you that we have desired the Nabob of Arcot, if there are any particular articles which he wishes to have stipulated for him, to state these articles to us, assuring him that we would take them into consideration, and give you such further orders respecting them as shall be compatible with the other objects which we have in view in concluding the treaty of peace with the Marattas."

EXTRACT

EXTRACT from President's Minute, Fort St. George, Revenue Consultations,
2 October 1778.

"I AM aware that there have been opinions that it would, on many accounts, be better if his Highness was to reside at his own capital. I must profess I always differed from them. We never can have a greater influence in the Carnatic, nor a stronger assurance of attachment, I may say dependence, than whilst the Soubah, with his family, and everything that is dear to him, is living with us, and absolutely under the protection and fire of our own guns. Some inconveniences, I allow, arise; but I am persuaded they are much overbalanced by the advantages accruing from his residence here." "And however repugnant it may be to us to take any step that may hurt the feelings of our ancient friend and much-respected ally, we cannot consent to divest ourselves of that immediate and absolute authority in the Guntoor Circar which we deem necessary for its protection and improvement."

Second Report of
Committee of
Secrecy, p. 575.

Ibid., p. 587.

EXTRACT from President's Minute, submitted at Fort St. George, Select Consultations,
4 February 1779.

"ALL attention and support is certainly due to the Nabob, as our old and faithful ally, connected with us by every tie, and demanding from us every indulgence; for, if we take a view from the southern boundary of Indostan, to the northern extremity, where the English forces have proved victorious, where shall we find one native prince who has not severely felt the effects of our power, and that is now lamenting the rapid success of our arms, and the credulity that ever induced him to trust to our engagements? Mahomed Ally can alone boast that we have not entirely violated every principle on which he has depended; and," the minute concludes with these memorable words, "*who, with his family, it is to be wished, may long remain instances of our national faith.*"

First Report of
Committee of
Secrecy, p. 212.

EXTRACT from a Letter from Warren Hastings, Governor General of Bengal, to the
Court of Directors, 28 November 1783.

"... The Nabob Walla Jah, your old and faithful friend and ally. . . . An aged prince, whose life, to the last dregs of it, had been spent in the mutual intercourse of friendship with the Company and the British nation, and in participation of all the vicissitudes which had attended their fortune."

Papers relating to
East Indian affairs,
ordered to be
printed 2 June
1806, p. 4.

But, probably, the following extract from "Considerations upon the present political state of the Company in India, written at Madras in January 1780," by Sir Thomas Rumbold, then Governor of Madras, will best explain the position of the Nabob, and of the feelings entertained towards him by the Company:

"The first and most distinguished of our connexions is that which has been long formed with the present Nabob of the Carnatic. The cause and progress of this alliance have been often traced, and are now so generally known, that it were superfluous to dwell upon them. It began upon a principle of mutual advantage, and has been cementing during a series of more than 30 years, by the exchange of all sorts of good offices, so that at this time, or at least very lately, it might be said to have ripened into a sincere and equal attachment. Much, indeed, were it to be wished that all our alliances had been formed on the same principles, and that we had never taken advantage of our strength to establish a superiority which might perhaps have been as well or as permanently acquired by more justifiable means. Our influence in the Carnatic is founded on the free will and consent of the Nabob. From his confidence in our attachment and our power, he requested, of his own accord, that the Company might garrison his forts, and maintain troops at his expense, for the protection of the Carnatic. Such a confidence ought never to be abused: to have deserved it, reflects honour upon our moderation: to abuse it, would be to throw an indelible stain upon our character and memory.

Sixth Report,
Committee of
Secrecy, p. 970.

"I have often wondered that a connexion of more than 30 years' standing should have subsisted without any specific treaty or agreement, for I do not remember that any was ever yet formed between the Company and the Nabob; possibly it may be owing to this circumstance that their friendship has continued so long. Where express stipulations are established as the ground of an alliance, the parties are so much upon their guard, and so watchful of the conduct of each other, that jealousy and distrust too often assume the place of confidence and goodwill. These inconveniences are more likely to be felt where the intercourse is frequent, and even constant, as that which has always existed between the Nabob and the Company. By maintaining a connexion upon the mutual exchange of good offices, without expressly defining the views and wishes of either party, such a latitude is given as cannot fail of producing confidence and friendship. In these cases, misunderstandings, when they happen, are removed by liberal explanations and arguments drawn from general questions, and not by the construction of words and phrases which may admit of various opinions, and be strained occasionally to the views and purposes of either party.

"But,

"But, although it be allowed that such advantages have arisen from the nature of our connexion with the Nabob, yet, in another view, it must be confessed that the want of some precise line for the guidance of the Company's servants in their intercourse with him hath been, and must continue to be, productive of much embarrassment; for example, *the Nabob has always been considered and treated by the Company as an independent prince*; an union of interests and of measures has generally taken place between them; and, at his request, a certain force is continually kept up, under the Company's authority, for the defence of the Carnatic; it has not, however, yet been settled how far the Nabob, in virtue of his independency, or the Company in the character of his friends and protectors, should direct and superintend the interests of the Carnatic. If this privilege belong solely to the Nabob, and he (as is natural to suppose) should wish to exercise it, then the Company may, without, and even against their consent, be drawn into measures directly affecting their own interests and possessions, for it is not possible, in any case, to separate their cause from that of the Nabob without totally giving up all concern in his affairs. On the other hand, if the Company, in virtue of their character as protectors of the Nabob's government, claim the right of directing the interests of the Carnatic, then they infringe the acknowledged independency of the Nabob, and become, in fact, the rulers, instead of the defenders, of his country. It seems reasonable, indeed, that the Company, who have taken upon themselves the office of protector, should be allowed the lead in all political transactions that affect the Carnatic, and this the Nabob has hitherto generally admitted; but there are instances on record where he has claimed the privilege of acting for himself, even in opposition to the advice and remonstrances of the Company's Government, and it is upon these occasions that the Company's servants will always find themselves perplexed, until it be absolutely determined how far they or the Nabob are to yield upon any differences of opinion.

"There are other embarrassments of a different nature attending the close connexion we have with the Nabob, which do not come so properly within my present purpose to mention; but it is certain that *all the inconveniences we suffer are amply compensated by the advantages derived from an exclusive influence in the Nabob's country*, sufficient to establish a decided superiority, and to prevent all competitors, European or native, from hurting the commerce or disturbing the possessions of the Company. *It is unquestionably to this influence that we are indebted for a great part of our prosperity, for our success against the French in India the last war, and for the decisive stroke made against them so early in the present war, to which, as affairs have since turned out, we owe perhaps our present existence in the East.*

"Under these circumstances, if our gratitude alone be too weak a tie to bind us to the Nabob, a sense of interest should teach us the importance of so useful an attachment; and by showing how much we have profited, and may still profit by it, instruct us, on the other hand, how different our situation would have been, and may still be, if that attachment should ever be dissolved, or transferred to our rivals.

"But it has been often urged that the benefits resulting from this connexion are reciprocal, and that the Nabob, having received the same advantage from our alliance and support that we have derived from his friendship, is equally bound, upon principles of gratitude and of interest, to remain steadfast in his attachment to the Company. There can be no doubt that the Nabob owes the possession and security of his government to the Company; and he has never been wanting in acknowledgments for their favour and protection; though it be certain that the *support of the Company was originally given to him, not upon his account, but their own*; and that having effectually answered their own purposes, by establishing him in his government, the numerous gifts and favours he has since bestowed on them ought to be considered rather as earnest of his attachment than returns for benefits received.

"Such being the state of our connexion with the Nabob, it were extremely to be wished that nothing had been ever done by us which might tend to impress on his mind any unfavourable ideas of our justice or the sincerity of our attachment."

Sir Thomas Rumbold then enters into a consideration of the Nabob's connexion with the Rajah of Tanjore, and adds—

"I have dwelt the longer upon the affairs of the Nabob separately; and as they are connected with those of Tanjore, because as he is the oldest, and, properly speaking, the only natural ally of the Company, it is fit that his situation, his grievances, his embarrassments, should be perfectly known and understood. If it shall appear, from a cool and candid examination of past measures, that he has been treated with a severity ill-suited to the long and faithful attachment he had confessedly borne to the Company; if it shall appear that we have, in any instances, used our power unjustly to exact compliances from him which he might have otherwise thought it dishonourable to grant; if it shall appear that we have raised into our favour and alliance a man whom he, and whom the Company, have considered as a dependent on him, who was obnoxious to him, who had deservedly, on more occasions than one, drawn on himself the Company's displeasure, and who never made any effort to deserve their friendship; if it shall appear that we have done this in a manner the most distinguishing to that man, the most humiliating and disgraceful to the Nabob; and lastly, if it shall appear that these acts have been committed at the expense of our public faith, pledged to the Nabob in repeated and positive engagements; I am at a loss to conceive how we shall be able to atone for such accumulated injustice. Certain it

it is, we ought to lose no time in making every reparation in our power; and, though we have as yet been slow in our attempts towards it, I hope we shall not confirm and add to the injuries we have committed, by neglecting any longer to redress them."

In the capacity of a friend and ally of the English, the Nabob was in the constant habit of communicating intelligence to the English authorities, and his intelligence was usually so far in advance of that obtained by the English, that it was sometimes discredited, and the English occasionally failed to act upon his advice, to their and his great injury. That they did apply to him for his advice also appears, as, for example, may be seen in the proceedings of the Fort St. George, Military Consultations, of 30th August 1775; while in every war which occurred they were in the habit of applying to his Highness for assistance.

The Nabob as an ally.

Second Report, Committee of Secrecy, p. 489.

Estimation in which Nabob is held.

Third Report, 1778, p. 395.

Mill, vol. v., p. 255.

Personally, he had secured for himself the esteem of the Company's highest officers. Clive, writing on 30th September 1765, describes him as "*the best Mussulman I ever knew*." And Sir Archibald Campbell, President of Madras, 22 years later, said, "I have narrowly watched the Nabob's conduct and sentiments since my arrival in this country, and I am ready to declare that I do not think it possible that any prince or person on earth can be more sincerely attached to the prosperity of the honourable Company than his Highness, or that any one has a higher claim to their favour and liberality."

But there was another relation which the Nabob bore, or, more properly speaking, undertook towards the Company, which was destined to have consequences, as regarded the relations between him or his descendants and the Company, of a very serious description, and to which it is now necessary to advert.

From the brief sketch which has been given in the earlier part of this statement, it will be seen that the wars between the English and the French in India were virtually commenced, as they were perpetuated, by the French, and that the Nabob Anwar voluntarily came with a large force to the succour of the English. The attachment of the English to the cause of Anwar and of his son Mahomed Ali was one, therefore, originally dictated by natural gratitude. The power of the English, however, was at first remarkably limited. Had they stood alone, they must necessarily have been driven out of the Carnatic. It was only by leaguering themselves with the native powers, and by obtaining the co-operation of large native armies, that they succeeded in retaining any hold upon the country. But even with all the assistance which they thus procured, they were frequently reduced to extremity. In the course of the struggle Madras had been taken, Fort St. David had been taken, Arcot had been taken, and it may be said that every post of importance, Trichinopoly excepted, had been taken by the French. Had the ambition of the French commanders been seconded by their Government at home in the way in which it might have been, the French power in India, and, in any view, in the Carnatic, must have become everywhere predominant, and the English would, in all probability, have been entirely extirpated. The struggles of the English, therefore, were as much for the sake of maintaining the existence of their own power, possessions, and trade in India, as for the sake of assisting and maintaining the power of the Nabob; and the result of the long-continued struggle was to place the English in a position of power and importance, and to stir up their ambition in a way which possibly they never might have dreamt of, had they been let alone by the French.

But necessarily these struggles occasioned the English a large expenditure of money; and therefore, when the war came to a conclusion, they looked, and perhaps naturally looked, to the Nabob for, to some extent at least, reimbursement of their expenditure. The Nabob promptly and cheerfully met the demand, but, from the day he undertook the obligation, *he placed himself and his successors in the dangerous position of debtors and obligants* to the East India Company.

Nabob places himself in relation of debtor and obligant to Company.

Prior to the surrender of the French in Pondicherry, the Nabob presented a draft of the conditions to which it appeared to him expedient that the two parties should bind themselves. One of these conditions was an offer to pay to the Company, in liquidation of the sums for which, in the course of the war, he had become responsible, 28 lacs of rupees (280,000 £.) annually, till the debts should be discharged; and 3 lacs of rupees (30,000 £.) annually, to defray the expense of the garrison at Trichinopoly. The President, Mr. Pigot, agreed to these conditions by letter, dated 23d June 1769; however, not long afterwards, he

Demands on him.

Mill, vol. iii., p. 265.

he presented to the Nabob a requisition for 50 lacs of rupees (500,000 £.), which the Nabob, not possessing, had to raise by loan upon very disadvantageous terms; and the Company, through the President, made other demands which were equally oppressive.

These demands were made at a time, moreover, when the country was in a condition little fitted to supply the Nabob with the means of payment. It had been desolated by successive and continued wars, and the different antagonists had collected the revenues and levied contributions in those districts which had at any time fallen into their hands: not only so, but the collection was difficult, by reason of the anarchy which these wars occasioned. The Nabob's treasury was exhausted, and, having no means of meeting the demands of the English, pressure was made upon the Rajah of Tanjore, and 22 lacs of rupees (220,000 £.) were agreed by him to be paid to the Nabob—a sum which was at once appropriated by the Company.

Grants a jaghire.

The English, however, began to represent to the Nabob the propriety of bestowing upon them a jaghire, or grant of lands, the rents and revenues of which, free from any deduction to the Nabob's treasury, should accrue to themselves; accordingly, the Nabob agreed to grant them a jaghire of certain districts, and sunnuds were, in the year 1763, issued, granting the jaghire of these districts, expressed in the following terms:—

Vol. of Treaties,
p. 349.

“Be it known to the Deesmokees, Deespondees, Muccnddems, husbandmen, and others, inhabitants of the districts of Chingleput, belonging to the said sircar, and depending upon the Subah of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always, in future, remaining firm in alliance with and supporting myself and sons, I have given and made over to them, in jaghire,”

the several districts therein mentioned, the revenues of which amounted to 442,881 pagodas, equal to nearly 180,000 £. per annum. These sunnuds obtained the confirmation of the Mogul by firman, already mentioned, dated 12th August 1765. In addition, however, to this, agreement was made by the Nabob that he should defray the expense of the Company's maintaining 10 battalions of sepoys for the protection of the Carnatic, which necessarily involved a heavy annual contribution or appropriation of the revenues.

Contributes to
Company's mili-
tary expense.
Ninth Rep. Com.
of Secrecy, pp. 606
and 721.

His own military
expenditure. ✓
First Rep. Com. of
Secrecy, p. 37.

While the Nabob thus came under obligation, and granted jaghires to the Company, he maintained a large, probably an unnecessarily large, military force himself. The exact amount of that force the Company appear at first not to have known, but it seems that, in 1776, it amounted to nearly 40,000 men, and these troops were well disciplined; for, in a letter from Fort St. George, dated 4th July 1775, it is stated that his,

Ibid., p. 258.

“the Nabob's, second son, Ummeer ul Umrah, has seven distinct corps, consisting of cavalry, light-armed sepoys, and artillery; 12 battalions of sepoys, with near 1,000 artillery; all which are far better disciplined than those of any of the country powers. Some of his black cavalry, we are informed, are as well disciplined as any of the English troops; his artillery attached to them may vie almost with Europeans.” “He pays them himself, and all look up to him for honour and wealth.”

War with Hyder.
Vol. iii., p. 333.

Reference has been already made to the victory which the English obtained over the united forces of Hyder and the Soubah, which resulted in the treaty of 1768. This victory, says Mill,

“Elevated the Madras Government to a high tone of ambition. They resolved not only to carry their arms into Mysore, but to make the conquest and acquisition of the country. They pressed Mohammed Ali to join the army, that the war might, as far as possible, appear to be his. ‘They pompously’ (as the Directors afterwards reproached them) ‘appointed him Phousdar of Mysore,’ and afterwards accused him, for accepting that very title, ‘of an insatiable desire of extending his dominions.’”

Occasions fresh
demands.

The war was disastrous to the English, and resulted in their being obliged to conclude a treaty with Hyder. The war was then made the occasion of a fresh demand upon the Nabob; and, in a letter to the Court of Directors, dated 20th March 1772, he wrote as follows:—

Second Rep. Com.
of Secrecy, 1772,
p. 33.

“Every demand hitherto made on me by your Governor and Council I have fully paid, though I could not prevail on them to give me my accounts till very lately; and even those are wrote in such a manner, that neither I nor any of my people can well understand them; however, from the beginning of my transactions to the end of October 1771, there is
not

not a daum* due from me to the Company. The Governor and Council, in December 1769, thought proper to charge to my account 10 lacs of pagodas, as my share of the expense of the Mysore war: they have frequently mentioned, in their letters to me, that I acknowledged this as a just debt, and promised to pay it; and I understand, from your letters, that they had been at great pains to write in the same manner to England. In the Mysore war I expended large sums, as I maintained the whole army, paid the expense of the troops, as well as those employed in the war as in the defence of the Carnatic at the time. By what management, then, could the extraordinary expenses amount to such a sum? This is the sense I have always had of the agreement I entered into with the Governor and Council in 1768: that I was to be put in possession of the conquered country, out of the revenues of which the whole expense of the war was to have been paid. The event of the war is well known, and in every one article the Governor and Council failed on their part, even in such as I esteemed essential to my honour, as well as to my interest, and that of my country. I desire you to consider this matter well, and am certain that you will then see this matter in the light I do; and I appeal to yourselves whether you think it probable I ever could be brought voluntarily to acknowledge this demand as a just debt in such circumstances.

"I have nothing so much at heart as endeavouring by every means to make my friendship with the Company stronger and stronger; and therefore, in my last letter, by the ship 'Lord North,' I told you that the next ship should bring you accounts of my friendship, that you might set your minds at ease. What is money to me without your friendship, or what sum can equal the value I have for you? Therefore, since you have been told that I would pay you 10 lacs of pagodas (400,000 *l.*), I now tell you, that out of pure friendship, and merely as the result of my own free will and choice, I will, in time of peace and tranquillity, pay to my friends, the East India Company, 10 lacs of pagodas. I ask nothing in return but your friendship, which I doubt not you will readily grant."

Nabob agrees to pay 400,000 *l.*

In 1779 the Presidency of Madras resolved upon an expedition against Mahé. This was the territory of a petty prince on the western coast, who, with the other petty princes, his neighbours, had been rendered tributary to Hyder. The Nabob remonstrated against the expedition, and urged the necessity of making peace with Hyder, or, on the other hand, of first making terms with the Marattas and the Subahdar. Instead of following his advice, the Presidency formed an arrangement with Bazalut Jung, which in the highest degree alarmed and exasperated both. The consequence was, that Hyder invaded and devastated the Carnatic, and involved the Company and the Nabob in a useless and protracted war, which was costly to both of the allied powers, and materially disturbed the internal tranquillity of the Carnatic, and was especially injurious to the Nabob. Again, and with little semblance of justice, the Company made their demands upon the Nabob, who informed them that it was completely out of his power to render them assistance. "Participating in the general aversion to believe that the Nabob" was so circumstanced, the President renewed his importunities; and probably in consequence the Nabob applied to the Governor General, concluded an arrangement with him, and intimated the fact to the President. This transaction is thus narrated in the letter from Bengal to the Court of Directors, dated 27th April 1781:—

Renewed war with Hyder.

Nabob remonstrates.

Fresh demands on Nabob.

Arrangements with Governor-General.

"About the middle of last month arrived in Fort William, Syed Assam Cawn Behaudre, Dewan of his Highness the Nabob Walla Jah, accompanied by Mr. Richard Joseph Sullivan. Their arrival was reported to us by the Governor General on the 29th of that month, and a translation of their credentials as Ministers and Plenipotentiaries Extraordinary from his Highness the Nabob Walla Jah was laid before us, together with a paper of requisitions prepared by the Dewan, who, in the name of his master, requested the Board's reply, expressing their resolution on each article as expeditiously as possible; their object being of the utmost importance, not only to the future prosperity of his country, but also to the safety of the English possessions in the Carnatic, and to the relief of his numerous creditors, whose claims and necessities he represented as great and distressing. We had, a few days before, received from the Nabob's new consolidated creditors a proposal for the satisfaction of the debt owing to them from his Highness, and your Select Committee at Fort St. George had transmitted to us with it a copy of their Minutes on a similar proposal made to them.

Sixth Rep. Com. of Secrecy, p. 1054.

"Sensible of the heavy load of difficulties under which the Nabob Walla Jah hath laboured for a considerable length of time, and anxious that a permanent plan should be adopted for the future regulation of the affairs of the Carnatic, we readily acquiesced in the desire of Syed Assam Cawn, that distinct replies should be given by us to each of the several propositions of the Nabob; and we agreed that the replies, if approved by the Dewan, should serve for the basis of an agreement between this Government and that of the Carnatic. As the agreement includes many particulars which cannot be made so clear in

* A daum is equal to about a penny.

in an abstract of them as in the perusal of the agreement itself, we have thought it necessary to transmit to you a copy of the requests of the Nabob Wallah Jah, and of our replies to them, which together form the agreement numbers in this despatch. The agreement having been fairly engrossed on two distinct papers, bearing the seal and signature of the Nabob Wallah Jah, and the Dewan Syed Assam Cawn Behandre, and Mr. Richard Joseph Sullivan, attending at our Council on the 2d inst., it was sealed and signed by them in our presence, and by us in their presence, and formally interchanged.

"We should have previously acquainted you that we were fully satisfied with the sufficiency of the powers with which Syed Assam Cawn Behandre and Mr. Richard Joseph Sullivan were invested, on the part of the Nawaub Wallah Jah; and being anxious that speedy and effectual remedies should be applied to the disordered state of the affairs of the Carnatic, deemed it of essential moment that the entire sanction of the controlling Government of India should be given to the agreement; and the more especially, as in the letters which have been received from the Presidency of Fort St. George since the commencement of the late troubles in the Carnatic, they have repeatedly declared their total and absolute inability to obtain from the Carnatic the smallest supply of money for the maintenance of the war, or the support of their current expenses."

P. 1082.

Agreement with
Nabob.

The requests of the Nabob, which formed the one part of this agreement, were, *inter alia*, as follows:—1. "Let a treaty be firmly established between us which *may last for ever*, and be subject to no deviation." The answer to this article is important, as showing the permanency of endurance with which the treaties afterwards concluded with the Nabobs of the Carnatic were intended to be regarded:—

"A temporary treaty shall be made, subject to the revision and approbation of the Company; and it is hoped this may serve as the basis of another treaty, to be concluded under the orders and instructions of the Company, and even with the sanction of the English Parliament, *which may endure for ever*, and rendered so binding that it shall not be in the power of any individual to break it, or to depart from it."

After some other articles, the sixth article is as follows:—

"After peace and alliance is made between us and the English Company, the enemies, the security, and the dangers of both will be the same; that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India, or the King of Great Britain, would make a treaty of peace with the King of France; and let the peace and security of the Carnatic and the rights of my Government, without the connexion of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner, and included in the treaty."

The appointment of a successor by will, here referred to, was a favourite subject with Mahomed Ali, his wish being that his second son, Ameer ul Omrah, should succeed him. Whether he ever executed such a will in favour of that son is not known, but it is not improbable. The answer to this article admitted the right:—

"In whatever treaty," it bore, "shall be concluded between the Nabob and the Company, it will of course be stipulated that the friends or enemies of either party should be held as equally the friends or enemies of the other, and their interest, their safety, and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nabob and the Company, although unsupported by any written engagements. Respecting the latter claim of this article, we are informed by Assam Cawn, the Nabob's Dewan, that the Nabob possesses letters from the Company, the King's minister, and the King himself, on the subject of his will; and he has produced copies of those from the King and from the Company, *which all express a clear acknowledgment of the Nabob's right to appoint a successor to the Government of the Carnatic*. It is therefore unnecessary, and would be unbecoming in this Government, to make any provision, even in a temporary treaty, for such event, which we hope is far distant. Such acknowledgments are equivalent to treaties, and of the highest possible authority, and must be binding on all the servants of the Company, and on all the King's subjects."

In Article 8 the Nabob says:—

"My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose. From the commencement of my connexion I have paid very considerable sums on this account; and on the day that Hyder invaded the Carnatic, I owed the Governor and Council of Madras less than one lac of pagodas, which I was in hopes of discharging by receiving bills from the bankers in the country; when in the meanwhile the attack of our enemy began, and, instead of paying the balance in money to the Company, provided in my country a greater amount than that, in rice, and bullocks, and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly, and a less quantity in Vellore, &c., and what was in those forts which our enemy has taken is in his possession. Had not my bad destiny produced

many

many obstacles, there is no doubt but at this time I should not have been indebted one single pagoda to the Company."

He then makes a proposal in regard to certain talooks, which he proposes should be handed over to his creditors; and mentions in Article 9, that for several reasons, and from the invasion of his enemy, which were not unknown to his friends, he was greatly distressed, and his subjects were not in a state to suffer him to have any hopes from them. The answer of the Company was:—

8. "This is just. Let the Nabob consent and engage to assign all the revenues of his country during the war, without any exception, to the Company for the actual support of the war." Then, entering further into explanations, they conclude, "By this arrangement the resources of the Carnatic will be applied, as they ought to be, to its immediate defence and preservation; and the Nabob's faith and the rights of the creditors will be secured, and this is agreeable to the request which the creditors themselves have formerly made."

And with reference to the Nabob's statements as to the debts he was owing to his creditors, a new adjustment was advised to be made.

The receipt of this communication occasioned discussion. The Nabob was naturally reluctant to part with his revenues, while the Company's servants were as naturally desirous of securing them. Their sole object, however, was the good of both parties. For even Sir Eyre Coote, who took a strong view of matters, thus wrote to the Select Committee on 11th September 1781:—

"I am fully persuaded in my own mind, that we should stand justified both to our King and country, in taking for a time the entire management of the Carnatic; and in guaranteeing in their just rights and privileges, such of the Polygars as either from necessity or ill-tillage have been induced to become subservient to Hyder; and would upon such protection unite with us and against him, *not meaning thereby to rob the Nabob of either his honour or his rights*, but upon principles of the soundest friendship, and, with all due respect and regard for his person and authority, to give that real assistance towards his future interests, which, from a mistaken policy, he himself denies them. All resources which might by such a measure be obtained would necessarily be employed in support of a war, and be credited to the Nabob in our accounts, which will carry with it the appearance of having given some assistance to the cause, whereas at present there is none."

Carnatic Papers,
1803, vol. ii. p. 52.

"With much negotiation, it was at last arranged, that the revenues of all the dominions of the Nabob should be transferred to the Company for a period of five years at least; that of the proceeds, one-sixth part should be reserved for the private expenses of himself and his family, the remainder being placed to his account; that the collectors should all be appointed by the President; and that the Nabob should not interfere. By this deed, which bore date the 2d of December 1781, the inconveniences of a double Government, which by its very nature engendered discordance, negligence, rapacity, and profusion, were so far got rid of; though yet the misery and weakness to which they had contributed could not immediately be removed."

Mill, vol. iv. p. 163.

Nabob assigns revenues to Company for five years.

The assignment of the revenues, by lessening the ostensible importance of the Nabob, and infringing on his acknowledged independency, was most naturally distasteful to him, and he made representation against it to the Governor General. Upon the information which the latter obtained, a resolution was passed on 8th January 1783, to surrender the assignment into the hands of the Nabob; but this was opposed to the views both of the Directors and of the Madras Presidency, and the resolution was not carried into effect at that time.

The opinions entertained are thus expressed in the two following letters to the Secret Committee of Directors from Lord Macartney, then President at Madras, by whom the assignments had been carried through shortly after his arrival at the Presidency:—

Carnatic Papers,
1803, vol. ii.
p. 58-9.

24 January 1784.

Para. 10. Having, on my arrival in this country, found your affairs most critically situated in all respects, I endeavoured, by an early and laborious attention, to acquire exact information of the state of every department, and have communicated to you, from time to time, the result of my inquiries and observations.

11. The first thing that struck me as defective in your system, was the nature of the Company's connexion with the Nabob, by which the resources of a province, garrisoned and defended by your forces in peace and war, were altogether in the control of his Highness, under a simple and insecure engagement of reimbursing, by instalments, the current charges of a certain proportion of those forces. This stipulation, even in peace, was, from constant failure and backwardness in the Nabob, a source of perpetual alarm to Government, which often found itself absolutely unable to provide for the payment of the troops when it became due. But if such are the inconveniences of this system in time of peace, how

how totally unprovided, weak, and defenceless must be your situation under it in time of war, and particularly of an invasion of the country from whence this scanty resource is to come? When Hyder Ali entered the Carnatic, in July 1780, there was an instant stop to all payments from the Nabob, upon a plea of absolute inability. Your army, at the very moment that its expenses were doubled, lost even its usual supply, and the whole charges of the war, ordinary and extraordinary, and even the daily sustenance of the troops, were thrown upon you: in this dreadful exigency was obtained that assignment, without which all your revenues and credit must have been inevitably sunk to no purpose.

12. In my letter of the 1st December, I declared my opinion, that from the moment you should surrender that assignment, you would cease to be a nation on the coast: I now repeat to you the same opinion. Whatever reliance you may formerly have had upon the gratitude, friendship, or fidelity of the neighbouring princes, has been long since at an end; from the time of Hyder's entering the Carnatic, in July 1780, to the assignment of December 1781. The inability or unwillingness of the Nabob to assist you appears fully detailed on your records before my arrival in this country; and the assignment itself, from the date of it till the Company had the full management of the revenue, was mere moonshine, and did not furnish you with a shilling. By the establishment secured under the late peace to the French on this coast, and by the force they possess and seem determined to maintain here, it is past a doubt that your first and principal stand against that nation, in case of a rupture, must be made in the Carnatic. What, then, have you to trust to? To nothing but yourselves having the administration and direction of the revenues of the country which is to be defended.

Vol. ii. p. 60.

14 October 1784.

Para. 7. From the statements now enclosed, you must perceive at once how impossible it will be for you to exist in the Carnatic, if you surrender the assignment. With every attention to the management of the revenue on its present advantageous footing, your relief from this resource will not be very material for the next three years: afterwards, indeed, if the peace of the country be not disturbed, a rapid progress may be made in the discharge of the Company's and the Nabob's incumbrances; but, without the assignment, I see not a ray of hope for the preservation of the Company or the security of the Nabob on this coast. As my voucher for this assertion, I must call to your remembrance the disordered and ruinous state of the country, and the extreme insufficiency of the Nabob's payments while he collected the revenues himself. During the first 18 months of the late invasion, the Company obtained scarcely any assistance from him. The assignment was then procured; and in the next 18 months, notwithstanding the devastations of the enemy, and the greatest opposition and intrigue on the part of the Nabob himself, you will observe, from the books of this Presidency, what considerable resources have been drawn from the country—resources without which all our other aids must have totally failed in carrying us through the multiplied embarrassments of the war.

The Board of Control, however, interfered; and, for the purpose of giving to all the powers of India a strong proof of the national faith, ordered restoration of the revenues; and, in June 1785, a preliminary treaty was entered into with the Nabob, by which the Nabob agreed to pay his proportion, fixed at four lacs of pagodas per annum (160,000*l.*) of the current charges, and 12 lacs of pagodas per annum (480,000*l.*), on account of his debts to the Company and private creditors, until those debts were discharged; and, in the event of failure in the payment, certain districts were assigned to the Company in security; and by the last article it was declared, "the within conditions being first duly signed and sealed by the respective parties, the agreement of the 2d December 1781 will be immediately returned to his Highness the Nabob, who is hereby restored to the possession of, and full exercise of sovereignty over, the Carnatic."

Vol. of Treaties,
p. 397.
Preliminary Treaty
of 1785.

Sir A. Campbell's
negotiations.

Sir Archibald Campbell arrived at Madras, as President of that Presidency, after this restoration to the Nabob of the collection of his revenues; and one of the principal duties he had then to perform was that of effecting a new arrangement with the Nabob. The instructions he had received appear to have been, to have required a much larger annual payment from the Nabob than what had hitherto been agreed upon; and on this subject he, on 18th April 1786, thus feelingly wrote:

Carnatic Papers,
1803, vol. ii.
p. 80.

Though I may fail in accomplishing all you wish, be assured that I will leave nothing untried to make the arrangement with his Highness and the Rajah of Tanjore as consonant as possible to your instructions, and that no deviation from them shall ever meet with my approbation, except where the case may render it indispensably necessary. At the same time, I wish you to be aware that, from the Nabob being assessed 12 lacs for the payment of his debts, and 4 lacs towards military charges, his country, under its present management, may not, perhaps, be found able to bear any great additional burden, although, in strict justice, and in compliance with your orders, a much greater demand will be fully warranted.

12. While I call in question any part of the agreement lately entered into with the Nabob

Nabob of Arcot, I must do him the justice to say, that, so far as it has gone, his Highness has acted up to the terms agreed upon by paying his kists punctually as they became due; which, joined to the great respect I have for his Highness, cannot fail to secure to him every degree of kindness and attention on the part of this Government.

After some negotiation, a treaty was entered into, dated 24th February 1787. Treaty of 1787. This treaty proceeded upon the narrative, that

The Court of Directors of the Honourable United East India Company, having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace, now happily re-established on the Coast of Coromandel and the Carnatic; and considering the present hour the best suited for settling and arranging, by a just and equitable treaty, a plan for the future defence and protection of the Carnatic and the Northern Sircars on a solid and lasting foundation, have communicated these their sentiments to his Highness the Nabob of the Carnatic, who, being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent treaty with the President and Council of Fort St. George, upon the principles and conditions hereinafter mentioned; in consequence whereof, it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that, for discharging the expense of war, in the event of a war breaking out in the Carnatic, or on the Coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And, as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company, or their representatives, together with the direction of the war, the company of the army, magazines of stores and provisions (the granaries and present magazines of his Highness the Nabob excepted), with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other, in manner following:—that is to say, Article I. The friends and enemies of his Highness the Nabob of the Carnatic, and of the English United East India Company, shall be considered as the friends and enemies of both.

It was then provided that the Nabob should contribute towards the military peace establishment, and should pay into the treasury of the Company the annual sum of nine lacs of pagodas (360,000 L.), in place of the four lacs agreed by the Preliminary Treaty; and that the Company should, with the aid of Tanjore, contribute such further sums as might be necessary, and should annually furnish the Nabob with an ^{any} ~~any~~ ^{of} ~~of~~ the troops maintained by his contribution; and the ^{secretary of this Government} ~~secretary of this Government~~ of districts was made to the Company, in case of failure, in the Nabob's country, of the nine lacs. It was further provided, that, in the event of Polygars and tings out in the Carnatic, or on the Coast of Coromandel, the Company should charge themselves with the direction, order, and conduct thereof, and both parties should each contribute four-fifths of their whole revenues in the Carnatic to the military expenses of the war. It was further agreed, by Article 15, that,

“Whenever the Company shall enter into any negotiations, wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to his Highness the Nabob of the Carnatic, as the firm ally of the Company; and although the direction of the combined force of the country is committed entirely to the Honourable Company, or their representatives, it is nevertheless understood that his Highness shall be informed of all measures which shall relate to the declaring of war, or making of peace, with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of his Highness shall be inserted in all treaties regarding the Carnatic; and his Highness will not enter into any political negotiations or controversies with any state or power, without the consent or approbation of the President in Council of Fort St. George.”

By Article 19 it was further stipulated, that the articles of agreement contained in the Preliminary Treaty above-mentioned, in so far as they related to the discharge of the debts of his Highness the Nabob, should be in continual full force; in other words, that the Nabob should continue to pay 12 lacs of pagodas per annum to the reduction of his debts; but, in so far as regarded the agreement to pay four lacs towards current expenses, the previous article declared that the Preliminary Treaty should be null and void.

Sir Archibald Campbell, in his letter of 24th February 1787, to the Court of Directors, announcing the completion of this treaty, after alluding to his instigations and negotiations, thus wrote:

Under the Nabob's present expensive system of managing his revenues, I think it almost certain that his Highness could not afford to pay the 10½ lacs of pagodas annually, and 12 lacs nouncing Treaty.

Carnatic Papers,
1803, vol. ii. p. 81.

lacs more to his creditors, without involving himself and family in very great difficulties; and I think it my duty to say so candidly, rather than mislead the Company into expectations which can only tend to deceive them. Viewing matters in this light, I proposed to his Highness, that in case the Court of Directors did not comply with his request for an abatement of two lacs of pagodas from the annual sum paid to the creditors; and in case the revenues of his Highness should not be found adequate to the discharge of the same, I should have great pleasure in assenting to those two lacs of pagodas being carried to the account current of his Highness with the Company.

14. On a subsequent meeting with the old Nabob, his Highness in a very affecting manner stated his distresses, and warmly represented his disposition to do whatever I should, in the name of the Company, say he, in justice, ought to pay; at the same time throwing himself upon the generosity and friendship of the Company, from a conviction that they would never ask him to engage for more than he was able actually to perform. The old prince was considerably agitated at this period, and retired, leaving his son the Ameer (ul-Omrâh) to communicate his sentiments as to the extent of his powers to comply with the requisitions proposed.

15. Pleased with the moderation and propriety of the Nabob's conduct, I desired the Ameer to inform me what sum his Highness could pay with ease to himself and comfort to his family. The Ameer replied that he was instructed by his father to say, that he could pay nine lacs of pagodas annually to the army peace establishment, and have a sufficient surplus to make himself and his family happy and comfortable.

16. An offer of such magnitude, accompanied with the certain prospect of giving satisfaction to a venerable prince and happiness to his whole family, could not fail to be acceded to, especially as it produced an additional revenue of five lacs of pagodas, or 200,000*l.* sterling, annually to the Company; and was unanimously approved of by the Council on my laying the offer before them.

17. Exclusive of the pleasure I enjoyed in diffusing happiness to all the branches of a family who look up to this Government for protection and support, the consideration of the Nabob's invariable attachment to the British nation, and the strong assurances which his Highness had uniformly received of the friendship and liberality of the India Company, rendered it, in my opinion, a matter of wisdom and good policy to deviate, in a small degree, from the rigid principles set forth in my Minute, especially as such a deviation was most likely to obtain much greater objects in the treaty. If to these considerations I am permitted to add the impressions I had received from your letter of the 22d of September 1785, which directs every degree of attention to the convenience and happiness of the Nabob in forming this treaty, I trust you will think I did not make any unwarranted or improper sacrifice of the Honourable Company's interest in *the Nabob's* proposal.

He then proceeds to mention the arrangements made for *the purpose of giving* *ordered restoration* *that* it had been agreed that

The Nabob of the Carnatic, after deducting certain jaghires and charities, amounting to 2,34,787 pagodas, should contribute four-fifths of his gross revenues to the purposes of the war, *leaving (and it may be of some importance to note this) the other fifth to answer for the current charges of his family and civil government.* It was also stipulated and agreed that the Nabob should pay 25 fifty-one parts of all expenses incurred in time of war.

As being in strict proportion to the amount of his revenues, as compared with those of the Company and of the Rajah of Tanjore; he adds,

20. The care I have taken in securing to the Company the punctual payment of the several sums agreed upon, will be sufficiently illustrated by the treaty itself, which I have the honour to enclose. It is therefore necessary only to observe that this, as well as all the other objects recommended to me by the Court of Directors, have been minutely attended to in this treaty.

21. *The power of the purse and sword is now completely secured to the Company without lessening the consequence of the Nabob;* and I pledge myself that these powers, so long as I have the honour to preside in this Government, will be exerted with discretion, and to the utmost of my abilities, to secure the interests and promote the honour and prosperity of the India Company.

22. If the articles of this treaty appear satisfactory to you; if they produce, as I trust they will, solid and lasting advantages to the India Company, *by the very respectable addition of five lacs of pagodas to their annual receipts, while the Nabob of the Carnatic is happy and pleased with the arrangement,* I shall think my labours well bestowed, and feel that I am fully rewarded for all the fatigue and anxiety of mind I have undergone, preparatory to and during the whole of this negotiation, which I can with truth say has greatly exceeded any description that I can possibly convey.

I should not, he adds, discharge my duty to the Honourable Company, were I not to recommend the present state of the Nabob's finances to your most serious consideration. The voluntary grant of so large a proportion of his revenues to the public and private creditors of his Highness does, in my opinion, infinite honour, and marks his real character.

But

But it ought to be considered that this grant was made at a time when he thought his proportion for the defence of the Carnatic would not exceed the sum of four lacs of pagodas annually. His contribution for this defence is now extended to nine lacs; and I can easily perceive that although he has cheerfully agreed to pay for that purpose five lacs of pagodas more than he expected, yet it is from a conviction that such a contribution is indispensable for the general security; and that this venerable prince would rather subject himself and family to the feelings of difficulty and distress than be thought backward for a single moment in contributing most liberally to any arrangement which might tend effectually to the defence and prosperity of the Carnatic.

Of this arrangement in general, the Directors expressed great approbation, but required that, instead of nine lacs, the Nabob should be obliged to pay 11 lacs towards the current expenses; and he was obliged to agree to this hard proposal, although the Nabob strongly remonstrated, stating his inability to meet so heavy a demand.

Directors require additional payment.

The treaty was not long in being considered defective in its machinery for carrying out the purposes of the parties; the management of the Nabob was probably, like that of most of the native powers, defective and insufficient for the realisation of the revenues. At all events, it was not so complete as the English were accustomed to in their own affairs; and General Meadows, then President of Madras, on 31st March 1790, wrote to the Court of Directors:—

Treaty found imperfect; communications as to amendment of it.

His Highness the Nabob is so backward in his payments, so oppressive to his Polygars, whom, at this time, it is so necessary to have on our side, that I conceive it will be absolutely necessary, upon his first material delay of payment, to take the management of his country into your own hands; a measure, in spite of the opposition to it, so advantageous to you, the country, and even to his Highness himself, when so wisely projected and ably executed by Lord Macartney (referring to the agreement of 1781).

Carnatic Papers, 1803, vol. ii. p. 83.

On 16th September 1790, the President and Council at Madras wrote:—

We resolved to submit to the Supreme Government the correspondence which had taken place between our President and the Nabob; and to point out to his Lordship in Council the impolicy of depending for our principal resources, at a time when the greatest exertions were necessary, and pecuniary supplies were of the utmost importance, upon the operations and management of the Nabob's Government, of which the system was, perhaps, as defective and inefficient as any upon earth. And we did not hesitate to declare it as our unqualified opinion, that this Government (meaning the Company,) ought, during the war, to take the Nabob's country under their own management, as affording the only means by which the resources to be derived from it could be realised, and the fidelity and attachment of the Polygars and tributaries secured, which is of the utmost importance to the successful operations of the war. In the event of his Lordship's agreeing with us in opinion, and instructing us to act in conformity, we submitted to him the necessity of our adopting the measure in so comprehensive a manner as to preclude any kind of interference on the part of the Nabob while the country might be under our management; and stating, that if this were not done, the expected advantages could not be derived.

The Governor General, upon receipt, recommended obtaining the consent of the Nabob to assuming the government of the country. To this the Nabob was vehemently opposed; and the Madras Council wrote:—

We cannot say that the event has surprised us; for when it is considered how many people attached to the Durbar are interested in the Nabob's retaining the management of his country in his hands, it will not be a matter of wonder that every effort should be made to prevent his again ceding what, in a former instance, he had much difficulty in recovering. We are convinced he will never make a voluntary assignment of his country.

On 21st June the Governor General in Council, declaring their

Perfect persuasion of the impossibility of obtaining, in future, the stipulated proportion of the Nabob's revenues through the medium of his own managers, which also precluded all hopes of being able by those means to recover the immense amount of his balance, authorised and directed the Governor and Council of Madras to take effectual measures to put the Company into immediate possession of the management of his Highness' revenues and country, in order that the total amount of the collections might be applied with fidelity and economy in the proportions that had been already settled, to defray the exigencies of the war and to support his Highness' own family and dignity.

And add,

We trust, however, that before long his Highness will be fully sensible of the interested and criminal motives of the advisers by whom he has been influenced to resist your solicitations; and that he will soon see, that whilst his people will be treated with justice and humanity,

humanity, a liberal fund will be secured *for the maintenance of his own family and dignity*, and that the remainder of the revenues will be secured from the hands of extortioners and usurers, and *honourably applied to the defence and protection of his subjects and dominions*.

16 August 1790.

In reporting upon these transactions to the Court of Directors, the Governor General thus wrote :—

I was impelled to the determination of assuming the revenues of the Carnatic by the strongest considerations of humanity, justice, and public necessity. The flagrant failure on the part of the Nabob in the performance of the stipulations of the treaty with the Company, ought long ago to have awakened the Government of Fort St. George to a sense of their public duty; and would, in strictness, at any time have merited the serious interference of this Government. But at a dangerous juncture, when the resources of Bengal are totally inadequate alone to support the expense of the war, into which we have been forced by one of the most inveterate enemies of his Highness' family and of the British name, I could not for a moment hesitate in discharging what clearly appeared to me to be the duty of my station, by taking the only measures that could be effectual for securing the proportional assistance to which we are entitled from the funds of the Carnatic. I must likewise observe, that by executing this resolution, I have every reason to believe that whilst we provide for the general safety, we at the same time greatly promote the interests of humanity. For, by the concurrent accounts that I have received from many quarters, I am perfectly convinced that, from the Nabob's being unacquainted with the details of business, and either from an indifference to the distresses of his subjects, or from a total incapacity to superintend and control the conduct of his renters and managers, the most insatiable extortions and cruel oppressions are nowhere in India more openly and generally committed with impunity upon the mass of the miserable inhabitants than by his Highness's officers in the internal management of his country. And it will, therefore, not only be felt as a relief by the body of the people to be put under the authority of the Company's servants; but we shall probably be able, by mild and just treatment, to conciliate on this critical occasion the attachment of the Southern Polygars, who from being harassed by the unreasonable exactions of the Nabob's renters, have almost always been ripe for disturbance and revolt. I trust, likewise, that in addition to the other advantages that may be expected from the measure of taking the management of the Carnatic into your own hands, it may tend to break off a connexion between the Durbar and many of your servants, from which nothing but the most baneful effects can result, both to your own and his Highness' interests. The relation between his Highness and the Company's Government; the delusive schemes into which he has at different times been drawn, by the acts of intriguing and interested men, to seek for support in England against regulations and orders no less calculated for *his* real good than for the advantage of the Company; and the ease which Europeans of all descriptions have found, by the vicinity of his residence to Madras, in carrying on an intercourse with him, in defiance of all your prohibitions, have thrown out temptations that have proved irresistible to several of your servants, and other persons, not only recently, but during a long period of years, to engage in unjustifiable and usurious transactions with the Durbar. And I believe I may venture to assure you, that it is to these causes, so highly injurious to the Company's interest, and so disgraceful to the national character, that the present state of disorder and ruin in his Highness' affairs is principally to be attributed. It will require much mature consideration to devise means that will be effectual to prevent a repetition of these evils; and, indeed, I must freely own, that I could not venture to propose any plan on the success of which I could have a firm reliance, unless the Nabob *could be induced, by a large annual revenue, to surrender the management of his country for a long term of years to the Company*.

These documents are very important, as indicating what were the views of the officials of the Company in reference to obtaining the management of the Carnatic into their own hands; and the concluding sentence of the above letter affords a sufficient commentary upon, and explanation of, the arrangement afterwards come to by the Treaty of 1801, to which reference will hereafter be made. It is quite clear from this letter, which probably greatly exaggerated the real state of matters, that all that was wanted was to obtain possession of the Government and collection of the revenues, as a measure of benefit to all concerned, and had simply in view the object of securing payment to themselves of the amount agreed to be paid by the treaty, and of handing over the balance to the Nabob, because the Nabob's management was so bad and defective that they could not trust to it for securing payment of these obligations. As we advance, this will become still more apparent.

This arrangement was followed by the complete approbation of the Directors, who considered, from the experience they had had of the assignment of 1781, that such an assignment was the only effectual method of securing the Nabob's payments. The English were then at war with Tippoo, and upon its conclusion, in 1792, the Carnatic revenues fell to be restored to the Nabob. This led to negotiations for a new treaty, both parties being dissatisfied with the former treaty;

treaty; the Nabob complaining that its pecuniary conditions were heavier than the country was able to bear, the English complaining that the securities it provided for the payments by the Nabob were inadequate to their end. The treaty of 1787 was therefore annulled, and a new treaty, dated 12th July 1792, was entered into. This treaty is still in subsistence, and it is therefore of importance to attend to its terms. It narrates that—

Treaty of 1792.

Whereas a certain engagement entered into between the Honourable English East India Company and his Highness the Nawaub of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawaub should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawaub, contained in a certain letter addressed by him to the Governor General, &c., &c., dated the 18th of the month Shawal, 1206 Higera (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawaub agreed in the above-mentioned engagement to furnish for the due payment of the stipulated sum to the said Company is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawaub, for the discharge of certain debts due by the said Nawaub to private persons, it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force; and in lieu thereof, the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c., &c., &c., invested with full powers on the part of the said Honourable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs, and successors, on one part, and the Nawaub Wallah Jah Ameer-ul-Hind Omdut-ul-Moulk Asoph-ul-Dowlah Uneyah-ul-Deen Khan Behauder Zuffier Jung Sepah Salar, Nabob of the Carnatic, in his own name, and for himself and his successors, his eldest son Nabob Omdut-ul-Omrah Najun-ul-Moulek Assud-ul-Dowlah Hassein Ally Khan Behauder Zool Sircar Jung, and his heirs and successors, on the other part, agreed to the following articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

Article I. The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

Article II. In order to execute the foregoing articles in its full extent, the Honourable English East India Company agree to maintain a military force, and the Nawaub Wallah Jah Behauder agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force, the said Nawaub further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

Article III. It is hereby also agreed that, for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party, and depending on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last, the said Company shall possess full authority over the Carnatic (except the Jaghires belonging to the family of the said Nawaub, amounting to 2,13,911 star pagodas, which, on condition of the good behaviour of the Jaghiredars of the said Jaghires, and of their fidelity to the said Nawaub and to the said Company, shall be continued to them, subject to the pleasure of the said Nawaub only, and except also certain charities, amounting to 21,366 star pagodas, subject to the same conditions as are mentioned with respect to the Jaghires), and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Carnatic shall be restored to the said Nawaub, except in certain cases which are hereinafter mentioned.

Article IV. The Nawaub Wallah Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lacs of star pagodas annually, as his share of the expense for the military force; and also, in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawaub, a further sum of 6,21,105 star pagodas annually, which further sum of 6,21,105 star pagodas shall cease on the full liquidation of the debts above mentioned, and the sum of 9,00,000 of star pagodas only shall continue to be paid by the said Nawaub to the Company.

Article

Article V. The said Nawaub having agreed to pay the aggregate sum of 15,21,105 star pagodas, as mentioned in the fourth Article, determines that the tributes or peschush, payable by the Poligars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said Poligars beyond the sum mentioned in the said schedule, except in the case hereinafter mentioned, nor charge to the said Nawaub either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawaub annually for the aforesaid tributes or peschush, in part payment of the sum of nine lacs of star pagodas above mentioned, without any deduction whatever. Although the contracting parties have, in the present instrument, agreed that the sum of 2,64,704 star pagodas 20 fanams, 26 cash, be deducted from the sum of nine lacs of pagodas, as the amount of the tributes or peschush from the Poligars, yet should it on future inquiry appear that the said Poligars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said schedule shall be deducted from the sum of nine lacs, in like manner with the sum of 2,64,704 star pagodas, 20 fanams, 26 cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned. It is, however, mutually agreed that the diminution of this aggregate sum which shall take place on the full liquidation of the debts, as specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force.

Article VI. The said Company, *desirous of preserving the rights of sovereignty over the said Poligars to the said Nawaub*, engage to the utmost of their power, and consistent with the realisation of the tributes or peschush from them, to enforce the allegiance and submission of the said Poligars to the said Nawaub, in customary ceremonies, and in furnishing the Poligar Peons, according to established custom, for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the said Nawaub's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies), shall bear his, the said Nawaub's, name. For the better execution of this and the fifth Article, the said Nawaub promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each Poligar, and to the purport hereof, without delay.

Article VII. After deducting from the above-mentioned sum of nine lacs of star pagodas, which forms a part of the aggregate sum of 15,21,105 star pagodas, mentioned in the fifth Article, the amount of the tributes or peschush from the Poligars, as specified in the Schedule No. 1, the said Nawaub agrees to pay annually the remaining sum, being 6,35,295 star pagodas, 15 fanams, 54 cash, together with the further sum of 6,21,105 star pagodas, for the purpose mentioned in the fourth Article, making the sum of 12,56,400 star pagodas, 15 fanams, 54 cash, at the following periods:—

	Star Ps.	f.	c.
On the 1st September - - - - -	1,00,000	-	-
„ 1st October - - - - -	1,00,000	-	-
„ 1st November - - - - -	1,00,000	-	-
„ 1st December - - - - -	1,00,000	-	-
„ 1st January - - - - -	1,00,000	-	-
„ 1st February - - - - -	1,00,000	-	-
„ 1st March - - - - -	1,50,000	-	-
„ 1st April - - - - -	1,50,000	-	-
„ 1st May - - - - -	2,00,000	-	-
„ 1st June - - - - -	1,56,400	15	54
Star Pagodas - - - - -	12,56,400	15	54

And it is mutually agreed, that on the full liquidation of the debts before mentioned, when the payment of the sum of 6,21,105 star pagodas shall cease, by virtue of the fourth Article, a reduction, in equal proportion, shall take place in the above instalments.

Article VIII. The said Nawaub engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article; and if, *contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Nawaub agrees that the said Company shall assume the management of, and make the collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof to the said Nawaub, who shall, on the arrival of the Company's officers in the said district, recall all his officers except one in each district, which officer shall remain at the Sudder Cutcherry, and shall be furnished annually by the officer of the said Company, with copies* of

of the Sudder Cutcherry accounts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the Sudder Omlah of the district.

First. The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the kist which shall have fallen in arrear.

Second. The said Company agree that a deduction shall take place proportionably from the amount of each of the 10 kists above mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed, that an account, called "*Balance account*" shall be immediately opened, for this and other purposes hereinafter mentioned, bearing an interest of 8 per cent. per annum, between the said Nawaub and the said Company, in which the said Nawaub shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted as above from the 10 kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum, to be for that purpose paid by the Nabob to the said Company according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawaub.

Third. Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that in case any of the kists for the sum remaining (after the deduction of the sum of 6,35,21,105 star pagodas, that is to say, for the sum of 6,35,295 star pagodas 15 fanams 54 cash, be not paid 15 days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule, No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realise the balance that shall have arisen in the payment of the kists, and shall give credit to the said Nawaub for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 star pagodas 15 fanams 54 cash; and, in this case, the management of the district or districts thus assumed, shall for ever continue in the possession of the said Company, anything contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawaub credit for the revenue arising therefrom.

Fourth. In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth. In consequence of this measure, whereby the districts mentioned in the Schedule, No. 2, become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Nawaub agrees that he will not grant tunkaws, or assignments, on any account on the revenues thereof, and if, contrary to this condition, any tunkaws or assignments should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments, shall be declared by the said Company and the said Nawaub to be of no value, nor shall they remain in effect.

Sixth. It is agreed between the contracting parties, that the above described balance account shall be annually adjusted, and a committee consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawaub, shall assemble on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

Article IX. In case the said Nawaub shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawaub to the President and Council of Fort St. George, of the necessity of employing such troops, and of the objects to be obtained thereby; and the said Nawaub agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawaub to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth Article.

Article X. The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company in all treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting

tracting parties contiguous thereto; and the said Nawaub agrees that he will not enter into any negotiation or political correspondence with any European or native power without the consent of the said Company.

This treaty, consisting of 10 articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect from the 12th day of July 1792 (corresponding with the 22d day of the month Zekaida, 1206 Higera); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honourable Charles Earl Cornwallis, K.G., Governor General, &c. &c. &c., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawaub Walla Jah Bahader, Nawaub of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepank House, this 22d day of Zekaida 1206, and 12th day of July 1792.

The completion of this Treaty was communicated by Lord Cornwallis to the Honourable Court of Directors, by letter dated 9th July 1792, in which he says:—

Carnatic Papers.
1803, vol. ii., p. 84.

2. *The disadvantage and danger arising from the separation of the internal government and management of the revenue of the country from the responsibility for its defence is so obvious, that if there had appeared to be the least chance of obtaining the Nabob's voluntary acquiescence, I should without hesitation have been ready to propose to him, as the plan best calculated for promoting his own interest and comfort, and the happiness of the inhabitants of the Carnatic, that he should intrust the Company with the entire management of the country, in addition to the responsibility for its defence, under an engagement on their part, after allotting certain sums for public purposes, and for the gradual liquidation of his private debts, to pay to him regularly a liberal portion of its revenues for the maintenance of his family and the support of his dignity. But the Nabob's own disposition, and the influence of a number of interested people of a variety of descriptions with whom he has intercourse, left me no ground to hope that he could be brought to give his free consent to an arrangement of that nature; and a regard to justice and liberality towards an old ally, as well as to our own reputation in India, equally precluded the most distant idea of making use of any other means than those of persuasion, which I knew would be ineffectual.*

His Lordship then proceeds to mention that he had entered upon negotiations for a new arrangement, at the repeated urgent request of the Nabob, which had resulted in the treaty, and in explanation says:—

Ibid., p. 85.

8. *I do not think myself called upon to endeavour to account for the Nabob's having been prevailed upon to agree, by the treaty which he concluded with Sir Archibald Campbell, to pay a sum into the Company's treasury which so far exceeded the real resources of his country, but shall only observe, that it was full time that this delusion, so flattering, but in the end so injurious to the Company and to his private creditors, should cease; and I am persuaded that you will feel as I did, that, exclusive of the jaghires, not less than a fifth part of the revenues of the Carnatic should under any circumstances whatever be left for the support of his Highness' family.*

9. *By observing this rule in the present agreement, it has certainly been rendered possible for the Nabob to be regular in his future payments; but, from the general improvidence of his management, and in particular from his having unluckily fallen into inveterate habits of allowing himself to be preyed upon by artful and interested men, I cannot help apprehending that his kists will before long fall again as formerly into arrear; and although the assumption of the different districts at the period of each failure will protect the Company against future disappointments, yet, as his share of one-fifth of his revenues is never to be diminished, the amount of those arrears, and the accruing interest upon them, must stand over in account as a debt to the Company until all his consolidated debts shall be discharged.*

10. *This could only have been avoided by an article in the treaty, to entitle the Company, upon the failure of the payment of a kist, to take the immediate management of the whole of the districts mentioned in the schedule; but I should have been restrained from making such a proposition from the harshness of its nature, even if I had thought it possible that his Highness could have been induced to consent to it.*

14. *The Nabob's failure in making good his stipulated payments alone compelled us at the commencement of the war, to take the management of his revenues into our own hands; but experience having convinced me, since my arrival upon this coast, that it would have been impossible to carry on the war without having likewise the means in our power to command, without delay or interruption, the resources that the Carnatic could afford of grain and cattle for the use of the army, I thought it my duty to propose that the Nabob should agree, that in case of a future war with any of the neighbouring powers, the Company should, during the period of the war, assume the entire management of his country, and it gave me great pleasure to find that neither his Highness or his son made the least objection to that article.*

Referring

Referring to the foregoing Despatch, Mr. Mill observes, that it appears that "Lord Cornwallis set a great value upon this arrangement (the Treaty 1792), and fondly believed it was calculated to answer all the ends which it was the object of himself and his countrymen to secure. The complaints of which he had heard were chiefly complaints respecting the securities for the payments of the Nabob. The securities which he had taken had the appearance of being complete, and he saw not far beyond first appearances. The observation is just, "that though this engagement simplified in some points, and greatly ameliorated in others, the engagement which Sir Archibald Campbell had contracted, *it corrected none of its radical defects.*" Management during a limited and precarious period excluded that minute knowledge on which alone could be founded an assessment just either to the Company or the inhabitants; ensured the bad offices of all descriptions of the people who had an interest in courting the Government which they were again to obey; and totally prevented the introduction of a new management in place of that cruel and oppressive system, which, under the Government of the Nabob, desolated the country."

Vol. v., p. 330.

The treaty found unsatisfactory.

It will be observed, that the effect of the arrangement made by this Treaty of 1792, so far as the Nabob was concerned, simply was to oblige him in time of peace to contribute a certain sum towards the defence of the Carnatic and reduction of his debts, and to entitle the Company, in the event of failure in timeous payment, to assume the management and make the collection of the revenues from certain stipulated districts; and it was only in the event of war breaking out that the Company were empowered to assume full authority over the Carnatic, and to collect the revenues thereof. In time of peace the collection and management of the revenues and government of the country was left entirely in the hands of the Nabob. As, however, the Company were entitled, in the event of failure in due payment of the stipulated annual contributions, to enter upon the possession of certain districts of sufficient value to meet the obligation, it might be supposed, and in point of fact it was supposed by Lord Cornwallis, that the interests of the Company were sufficiently protected; and so undoubtedly they would have been, if the Nawaub's management had resembled the wise and beneficent Government to which the British people have been accustomed in the management of their own affairs. But unfortunately the Government of the Nabob was not of that description; at all events, the opinion formed by the English with regard to it was not merely that it was oppressive to his subjects (with which directly they had no concern), but that it was disastrous and ruinous to the interests of the Nabob, and to the condition of his revenues, in the prosperity of which their interest was direct and deep. The evils, moreover, which attended upon a divided government, that is to say, a country subjected to the government of two separate and independent sets of rulers (for by this time the English had necessarily their share of rule in the Carnatic) began to be felt. The extracts already furnished from the Despatches show that the opinion had been gaining ground, even prior to the Treaty of 1792, that the Carnatic never would be in a satisfactory state, as well for the Nabob as for the Company, *until the entire collection of the revenues and management or government of the country, were at all times, whether during peace or during war, entrusted to the Company.* Not that it was desired by obtaining such management to acquire the possession of any abstract power, but simply because, in a pecuniary point of view, such management would be more certain to ensure regular payment of the annual contributions for which the Nabob had become bound. Nor was it with any view, at least at this period, of extracting a revenue. Still less was there in the minds of the Company the most remote idea of affecting the *status* of the Nawaub, as sovereign of the Carnatic, or of doing anything but a benefit to him and his subjects.

Effect of Treaty of 1792.

Causes of defects of treaty.

Nawaub's Government.

Remedy.

The difficulty in the way was the very natural opposition of the Nawaub himself. His opposition to it when it was agreed to in 1781, and for a short time acted upon, has been already seen. And the Company felt that it would be a most ungracious, impolitic, and improper act towards one who stood to them in the position of an ancient ally, united to them by every tie of friendship and alliance for a long period of years, to use anything like force to compel him to accede to their wishes. Accordingly, in recommending the acquisition of the management, they uniformly enjoined the use of no other means than those only of persuasion. If the opinion so entertained prior to the Treaty of 1792 was well founded, facts which seem to have come to light afterwards, confirmed the Company and its

Nawaub's opposition.

The real causes leading to next Treaty,

demonstrated by
Despatches.

its officers still more strongly in the necessity of carrying that opinion into practical effect; and as it is of the greatest importance to the present case to demonstrate that the opinion so entertained was the real cause which led to the next and last treaty, that of 1801, which has been so erroneously misconstrued by the Directors of the East India Company in dealing with his Highness Prince Azeem Jah; it will now be proper to introduce in considerable detail a variety of Despatches by which the fact is substantiated.

The following Despatch is dated during the lifetime of Mahomed Ali:—

Carnatic Papers,
1803, p. 231.

EXTRACT of the Company's Political Letter to Fort St. George, dated 19 February 1794.

Para. 9. *The abuses practised under the Nabob's management in the collection of the tribute, and the uncertainty of the demands of his Government, continually varying with his own necessities and with the avarice and extortion of his officers, have naturally rendered the Poligars suspicious even of the just and reasonable demands of Government. We are therefore glad to find that you have commenced a settlement of the tribute upon fixed and definite principles; and it is of the greatest importance that the Poligars should be convinced that it is the determination of Government to exact nothing from them in future beyond the amount of the tribute stipulated in the respective engagements, so long as they shall adhere faithfully on their part to the conditions of the settlement which has been concluded with them.*

Vol. vi., p. 40.

On the 13th October 1795, the Nabob Mahomed Ali died at the age of 78, after a reign of close upon 50 years. He was succeeded by his eldest son, Omdut-ul-Omrah. Mr. Mill, in recording this event, observes,—

“From the date of the Treaty framed by Lord Cornwallis in 1792, the payments of the Nabob, being in the years of peace, had, through the agency of the money lenders, been regular. But the country, made over to the cruel exactions of this description of men, had rapidly declined. The continued operation of the same causes threatened to extinguish the resources of the Government, and, though no attempt had been made to ameliorate the state of affairs during the life of Mahomed Ali, the succession of Omdut-ul-Omrah appeared to Lord Hobart to present a favourable opportunity for introducing those reforms of which the necessity had become so urgent.”

Accordingly, on the 24th of the same month in which the Nabob died, Lord Hobart, President at Madras, placed on record the following Minute in Council:—

Lord Hobart's Minute in Council, the 24th October 1795.

Carnatic Papers,
1803, iv., p. 99.

THE proposed arrangements which have been brought into discussion since the death of his Highness the Nabob Walajah, make it necessary for me to advert with more minuteness than has been usual upon the public records, to the system on which the administration of his revenue has been conducted, because it manifestly shows the necessity of that change which it is my object to accomplish, both in respect to the country itself, which, though under the immediate control of his Highness, it is the duty of this Government, in a general point of view, to cherish and protect, and in respect to the security which has been pledged to the Company for the support of their military establishment, and for the discharge of the consolidated debts guaranteed by Parliament to the private creditors of his Highness the Nabob. I shall, therefore, in this Minute, lay before the Board the information which I have collected, and the consequent observations which have occurred to me, upon the usurious loans which it has long been the practice (principally among the European gentlemen of the Presidency) to make to the Durbar for mortgages upon the different provinces of the Carnatic; and here I may be allowed to express my belief, that though the Honourable Court of Directors have been extremely pointed in their orders and observations against this practice, the continuation of it has been owing in some measure to the want of that candid exposition of the fact, which it is my intention to make.

The southern districts of the Nabob's country, and Tinnevely in particular, as being the most distant from the Presidency, have been the theatre in which these scenes have been chiefly exhibited; but it is notorious that similar practices have been introduced, and are now actually in use in Nellore, Arcot, and Trichinopoly.

The transaction commences at Madras, where the kists of his Highness are payable, and is opened by an agreement between the Nabob and some one of the principal houses of business, or even some of the Company's servants, for the payment of a certain sum into the Treasury on account of his Highness' public engagements. The advancers of this money knowing from experience that a simple mortgage would be insufficient security, unless the means of reimbursing themselves should be placed in their own hands, find it necessary not only that a person of their own nomination should be appointed to the management of the mortgaged province, but that there should be a vigilant superintendence and a powerful support of the concern upon the spot; hence the expediency of a connexion between them and the military commanding officer in the district: he also finds

finds it advantageous to embark in the speculation, because he thereby adds considerable weight to his own interest, and because it facilitates the means of raising money to carry on his part of the concern. From this connexion both parties derive ample security for their money, by the absolute power of the one in command upon the spot, and by the weighty influence of the other in command of monied interest at Madras. This outline is filled up by a further connexion with the person who appears to receive the appointment of aumildar or manager from the Nabob; hence it is either stipulated that a person chosen by the money lenders of Madras shall be nominated to manage the district, or where men of rank may have already been appointed as foudjars by his Highness, the same effect is produced by a communication between him, the commanding officer, and the money-lenders, previous to the agreement for a loan at the Durbar. The combination is in this latter case completed by the appointment of a tehsaldar on the part of the money lenders, and thenceforward produces an uniform, consistent, and connected operation. His Highness having by this arrangement obtained his principal object, provision for the payment of his kist without any immediate disbursement from himself, delivers his people and his province up to the control and power of the manager, evidently without regard to their situation; because, as his terms with the money lenders necessarily provide for the removal of all restraint from the governing power, so he must expect that the manager, who can have no interest in the future prosperity of the country, will have recourse to every means by which he may hope to bear himself and his connexions harmless, and that within the shortest time possible.

The interest allowed by the Sirkar varies in different places, and depend not a little upon the influence which the lender may happen to have at the Durbar; at a medium, however, it may be stated at four per cent. per month, besides the pay of all the servants employed by the jinto in receiving the revenue. This last charge is always a fixed sum at the expense of the Nabob, considerably above the actual expense incurred by the tehsaldar, and the difference is considered amongst the customary advantages of the concern. The manager, arrived within his district, immediately assembles his under managers, aumildars, and renters, and then ensues the second part of this oppressive system. The tehsaldar is importunate, and the manager must find means of satisfying his demands; subordinate soukars, native as well as European, are called upon for assistance. The soukar makes his advance; and in the first instance the aumildar, or renter of the districts assigned over as security for such advance, grants his bond until other securities shall be forthcoming; these are either the bonds of the inhabitants or grain. In time, about three-fourths of the sum are secured to the soukar by grain made over to him, and placed under charge of his servants; and for the other one-fourth, the bonds of the inhabitants are made over for that part of the revenue payable by them to the sirkar in ready money upon the cultivation of doy grain, &c. Those are frequently forced from them at the commencement of the season, which consequently compels them to anticipate the crops, and pay interest upon money before it be due from them.

At this period of the transaction, the soukar sends his servants and peons into the country, with an order from the Nabob's manager to the guards placed therein to afford every assistance (as it is generally called), but in fact to obey them implicitly in collecting the amount of the bonds from the inhabitants. Anxiety to secure so precarious a property naturally leads the soukar to adopt such measures as power enables him, and the custom of the country authorises. Then follows this process: if the ryot is dilatory in the discharge of his bond, he is confined without victuals, beaten with rods, and compelled to pay batta to those very peons and guards who are the means of his confinement and punishment. In this manner, I am credibly informed that an inhabitant who grants his bond for 100 chuckrums (nearly 40 pagodas), is compelled, before he is released from the consequences, to pay from 110 to 115 chuckrums, according to circumstances. If his credit or his other means is exhausted, which is too often the case, he must necessarily dispose of some part of his stock, which consists of cattle and seed grain.

The first part of the system which I have stated describes the original cause at the fountain-head, the second comprises the detail which springs out of it; in both, the considerations of the means which are immediately employed, and of the effect which it may produce upon the future revenue is abandoned; and while the grand mover of these effects is at a distance from the scene, and the subordinate instrument is hardened by practice, conscience is lulled to rest by the delusive opiate of interest upon interest.

Thus far I have traced the progress of a loan secured upon the bonds of the inhabitants; it will not be less principal for me to pursue it to the disposal of the paddy.

The first endeavour of those who are engaged in a concern of this nature is to enhance the price of grain by artificial means, lest the ordinary price of that article, the sole subsistence of the natives, should fail to answer the large advance of money, and the exorbitant advantage expected upon it by the soukar. The means of effecting this purpose is easy; for the necessitous condition of the ryots compels them to dispose of their grain as soon as it comes into their possession, in order to satisfy the urgent demands upon them which I have already described. The purchasers of this grain monopolise it until the demand, which increases with the consumption, advances the price; if, towards the expiration of the season, any part of the grain should yet remain on hand, the expedient is to divide the whole quantity, in whatever condition it may be, among the inhabitants, and to force it upon them by guddyum. This guddyum, it appears, compels the people (in general the manufacturers) to receive grain at a valuation considerably above the market price; and it would seem to be of ancient establishment and current practice, for in the

agreement which I was successful in negotiating with his late Highness the Nabob Walajah for placing a portion of the Tinnevely weavers under the immediate superintendence of the Company's resident, his Highness has expressly reserved, nor could be prevailed upon to relinquish, the right of his sirkar to exercise this guddyum.

The inferior servants of the sirkar, whose duty should be to watch over the public interests, are placed under the arbitrary control of the money lenders, without whose permission not an anna can be expended, nor a measure of grain issued, except by stealth; indeed, I understand that, upon the arrival of a soukar or his representative in a mortgaged district, the usual custom is to notify his authority throughout the villages, and to prohibit the expenditure of grain or money but by his order. This prohibition extends to the ordinary charges of pagodas, maniums, and sibbeendy; and when an order is granted from the sudder cutcherry for any of these purposes, the persons receiving the sunnud must wait at the cutcherry of the money lender for a confirmation of his right.

Instead of receiving relief by tukavy (or advances for cultivation) at the proper season, by which to replace their cattle and to provide seed for extending their cultivation, the inhabitants are often obliged to sacrifice both to their own immediate wants and the rapacity of the soukar; of course, no system of regulation can prevail, and every hope of improvement must be relinquished. Some of the means for enhancing the price of grain I have already related, but the subject is exhaustless. The poligars have been prevented by the manager of Tinnevely from selling within the sirkar lands the grain which is allowed them for dash cavellry (or watching fees); and I should hesitate to advance, if I was not supported by the authority of public record, that during a late scarcity of grain in the southern provinces, Extabar Khan, the Nabob's manager, had the hardness to write a public complaint to the Company's collector against the poligars for selling grain to the inhabitants; nor was the evil removed without the interposition of this Government, who, by sending vessels loaded with grain, induced the monopolisers, from regard to their own interests, to restore their usual supplies to the market; yet did the Company not escape the effects of this monopoly, for they were reduced to the necessity of purchasing grain at the price to which the monopolisers had raised it, for the subsistence of those troops who were stationed there for the protection of his Highness' territories.

After this exposition, no comment can be required to show that this species of government, if it deserves the name of government, *contains the most grievous oppression of the people, the certain impoverishment of the country, and consequently the inevitable decay of revenue*; but it will be useful to show the particular manner in which it affects the resources of his Highness the Nawaub.

It is estimated, and I believe not with exaggeration, that the province of Tinnevely alone is annually mortgaged, upon the terms I have described, to the amount of 300,000 pagodas; and calculating the period for which interest is paid upon the whole sum at six months, the amount of interest at 4 per cent. per month is - - - - - 72,000

The charges paid by the sirkar for the sibbundy of the money lenders
during that period cannot amount to less than - - - - - 3,000

The amount of loss, therefore, to the sirkar on this transaction is, pagodas 75,000

That an individual gentleman should, in less than three years, amass a fortune of more than 50,000*l.* would be a matter of wonder, if this statement did not at the same time afford a solution of the difficulty and a proof of its own correctness.

But the scene is not closed here; besides the dealings of the principal soukars with the head manager, there are subordinate transactions of a similar nature among the inferior officers, and those who possess but smaller means for usurious practices, amounting in all perhaps from 50,000 to a lack of pagodas. This brings an additional expense upon the sirkar, because interest is allowed on all advances made by the renters on pressing occasions before the kists are due; and, on the other hand, the inhabitants are not exempt from a part of this expense, which is imposed upon them by fine, forfeiture, or guddyum, in order that he may be enabled to make the advance upon which he receives interest.

As the manager is under engagements to pay the fullest computed value of the district, he is justified, according to the custom of the country, in availing himself of every possible resource. A proportion of the church allowances is withheld; the pay of all descriptions of servants is kept in long arrear, and in particular the sibbeendy sepoys; a small advance, indeed, is sometimes made for subsistence; but their principal resource (and it is not unproductive) is in the batta, which they receive by acknowledged practice while doing the duty of sezawuls, and in the dexterous management of the power which that service gives them, to extort presents for their forbearance. The manager knows from experience, that in the event of assuming the country, the English Government will be induced, either from motives of humanity to attend to the calls of these unhappy people, or from motives of policy to satisfy the clamours of a mutinous and undisciplined rabble. Thus, at the very time when the exigencies of Government became most pressing, a part of their resources, which ought to be immediate, is appropriated to the liquidation of arrears.

If this is a true history of the present management, it may be asked, why an immediate and large defalcation of the revenue does not follow; for the operation of such system as I have described tends directly to the point of ruin? Nothing less than the hand of arbitrary power could avert it, even for a time. In proportion as the means of cultivation decrease, the price of grain is enhanced; and it is a notorious but inhuman maxim of eastern

eastern finances, that a year of scarcity is more productive than a year of plenty to the sirkar, because, as a given number of mouths can only consume a proportionable quantity of grain, the immediate advantage or disadvantage of Government arises from the price at which that given quantity is sold. In years of plenty, the superfluous grain is in a great measure useless, owing to the partial and difficult means of exportation; in years of scarcity, the same given quantity is required for the subsistence of the people; and as the demand is greater than the supply, an increase of the price is produced by the usual effects of a competition in the market.

Though the dealings of soukars in the collection of the revenue are not of recent establishment, yet the terms of loans have never been carried to so usurious an extent as since the practice has been introduced among Europeans; and though the inevitable effects of it may be protracted by the harsh expedients of an arbitrary Government, yet no man who reflects upon such a system can doubt that the resources of the country have been undermined; that the wealth of the people is exhausted; and that a principle of decline has been established which is now precipitating the Carnatic, with accumulated weight and rapidity to destruction. Impressed as I am with a serious conviction of this truth, I cannot but look with extreme anxiety to the nature of the security provided by the Treaty of 1792, for those resources on which the British interest on the coast of Coromandel materially depend. I cannot but see that the present system of collecting the revenues of the Carnatic manifestly invalidates that security; and that, whenever a failure may happen in the payment of his Highness' kists, we shall in vain have recourse to it for the recovery of the defalcation. As those payments, though avowedly moderate in their extent, are now kept up by the extraordinary means which I have described, so it is reasonable to suppose that a failure, whenever it may happen, will arise from the total impoverishment of the people. In taking possession of a district under such circumstances—for the amount of a kist which will then have fallen in arrear—we shall, instead of finding the immediate means of reimbursement, become charged with an exhausted country, requiring all the liberal assistance and fostering attention of a lenient and indulgent Government. It is not only that our means will be curtailed at our greatest need, but that humanity and policy will call upon us for advances of money at a time when our expenses will be most burthensome. This is an embarrassment from which the known resources of this Government are unequal to extricate us, and it is a dilemma unprovided for by the Treaty of 1792; for the objects of that Treaty are, the payment of a debt guaranteed by Parliament, which we are not at liberty to postpone; and the discharge of military pay, which cannot be interrupted without danger to the State.

To avert the consequences of an evil big with such imminent danger, is an object that merits the most serious as well as the most unwearied attention of this Government; and it is a matter of very great mortification to me, that, seeing the progress of this calamity, and anticipating as I do its pestiferous effects, I am compelled to acknowledge that the means of arresting its course is extremely difficult.

The prohibitory orders hitherto published have all failed of their object; because the evasion of them is easy to Europeans through the agency of their native servants, and because the enormous profits which arise from those usurious loans hold out an irresistible temptation to adventurers. To prohibit the intercourse of Europeans at the Durbar is ineffectual; other channels of communication are open; and the superintendent of an usurious loan at Palamcottah conveys his demands to the ears of the Nabob with no less certainty than he who lives in the precincts of Chepauk. As long, therefore, as his Highness shall be so regardless of his true interests as to deliver up his provinces and his people to public depredation, so long will there be found men who, in the pursuit of extravagant advantages, will overleap the bounds of discretion and of moral obligation.

So desperate a malady requires a remedy that shall reach its source; and I have no hesitation in stating my opinion, that there is no mode of eradicating the disease but by removing the original cause, and placing those districts which are pledged for the security of his kists beyond the reach of his Highness' management. The disposition which his Highness has already evinced to suppose such an arrangement, leaves me in no doubt of the real cause. It is not possible to calculate the extent and variety of interests which are involved in this one pursuit; and though they are subdivided in every direction of the Carnatic, yet, at the call of danger, they all rally round a common centre. The great houses of business, who are the principal money lenders at the durbar, borrow from individuals who, though not absolutely engaged in the loan itself, are partakers of the speculation in a remote degree, and feel with no less sensibility than their principals the approach of danger: similarity of interest makes it a common cause; and the great body of influence which is condensed upon this principle is uniformly exerted to support his Highness the Nabob in an inflexible resistance against amelioration of system, and to oppose a reformation which I consider essential to the national welfare.

In the proposition which I have made to his Highness the Nabob, I am aware that I have offered great concessions on the part of the Company; but with the impression of the evils I have stated strongly on my mind, I could not but consider the object I had in view above every idea of a pecuniary nature, even if the system of the Nabob's Government was not in itself calculated completely to annihilate every source of revenue.

(signed) Hobart.

The subject was again brought up by the President upon the 24th November 1795, when his Lordship gave in the following Minute, from which it will be observed that he had found the Nabob unwilling, or rather unable, from the pressure of those about him, to agree to his proposals:—

Ibid, iv., p. 104.

PRESIDENT'S Minute in Council, 24th November 1795.

ENTRUSTED with the government of the Company's affairs upon the coast, it is my duty not merely to look to that temporary prosperity which an increase in their revenues, and the manifest improvement of their commercial concerns, is calculated to afford; but, considering their permanent interests as the substantial object of every administration, to point out all defects in their system, and more particularly if they are of a nature tending to undermine their resources, and contribute in an alarming degree to the insecurity of their possessions.

Under this conviction the Minute, to which the opinions I am now offering may be deemed supplementary, has been submitted.

The Treaty of 1792, entered into by Lord Cornwallis on the part of the Company and the Nabob Walajah, appears to have embraced three objects, viz., the discharge of the Nabob's private consolidated debts, provision for a military establishment in time of peace, and an arrangement to supply resources for a period of hostility.

The Company binding themselves for a stipulated sum (nine lacks of pagodas) to furnish a sufficient military force for the defence of the Carnatic, and the Nabob engaging to pay a certain subsidy under a guarantee of landed security, whereby a proportion of the revenues of the Carnatic were mortgaged for the execution of the provisions of the treaty, and therefore, so long as the Company fulfil the conditions on their part, they have acquired an interest, and eventually a right of interference to prevent the declension of those revenues to the extent of their being rendered inadequate to the security for which they have been pledged.

As they can have no claim, and, notwithstanding the increase of their military expenses, have made none under any circumstances, for calling upon the Nabob to augment his stipulated payments, so, on the other hand, under a liberal and equal construction of the treaty, they would be justified in interposing their authority to guard against a positive deficiency in the appropriated resources.

Was the security in bullion or moveables of any kind an attempt to transport it out of the reach of the Company, even during a period that no defalcation had arisen in the payment of the kists, would probably be resisted, if necessary, by force. The difference in the case now under discussion is, that whatever diminution (and it is considerable) in value the security is gradually though rapidly sustaining, carries along with it the destruction of the human race and the desolation of the country.

The treaty is formed upon a well-founded presumption, that the districts specified therein are capable, either in the hands of the Company or of the Nabob, of producing revenues competent to the purposes for which they are given as security; but that security becomes nugatory if the excessive deterioration of it shall not be deemed a virtual violation of the treaty, and warrant the adoption of measures with a view to avert the injurious effects of such deterioration.

If we look back to the origin of the Treaty of 1792, we shall find that it arose from the representations of the Nabob Walajah, that, without imposing burthens upon this people which they were not able to bear, he could not make the payments to the Company stipulated for in the Treaty of 1787; but he had no sooner prevailed upon the Government to acquiesce in a reduction of those payments, which he effected by the Treaty of 1792, than, by the manner in which he carried the provisions of it into execution, he increased the miseries of his people tenfold, and defeated every human and salutary object it was intended to attain.

Should the principle I have laid down be deemed insufficient to warrant a revision of the treaty, the open and notorious violation of it on the part of the Nabob, by granting, without the authority of Government, tuncas or assignments upon the mortgaged districts, contrary to an express article of it, would indisputably justify such measures as might be thought advisable for the security of the Company; and, in my opinion, calls upon the Court of Directors to issue such orders as may be best calculated to guard the interests of their constituents from so alarming and extensive an evil.

Under such an impression I have ventured to make a proposition to the Nabob, offering great, but, in my mind necessary, sacrifices on the part of the Company for the accomplishment of an object connecting their substantial interests with the welfare of the people of the Carnatic.

To those who may think the sacrifice too great, I would observe, that the realisation of the sums proposed to be relinquished (probably about 30 lacks of pagodas), under the present system, is a phantom that may be held up to their view, but must for ever disappoint their expectations.

The advantages to the Nabob, as well as to the Company, in the plan I have suggested are extremely obvious during the period of hostility; an increase of revenue arising from an improved management would be an essential resource to Government, in which his Highness would participate; from the receipt of a proportional addition to his fifth of the whole produce whilst in peace, the benefit would be exclusively his.

Under

Under existing circumstances, the Company sustain no loss except in extinction of the inhabitants of the Carnatic; but in the arduous season of war they must experience the most fatal defalcations.

It has been with the deepest regret that *I have found the Nabob unmoved by my entreaties and remonstrances upon the subject, not that he has been insensible to the justice and expediency of what I have proposed, but, as he has candidly confessed at several interviews with me, that he has not the resolution to comply, informing me that his native ministers and European advisers so perplexed, plagued, and intimidated him, that he could not venture upon the measure, notwithstanding his conviction that he ought to do so.*

In my Minute of the 24th ultimo I went into a full explanation of the mischiefs resulting from the pernicious practice of usurious loans. I traced the iniquitous system through all its intricacies, and exposed a detail of oppression and rapine not less offensive to humanity than destructive of public property, and ruinous to the permanent interests of the Carnatic.

The operation, however, of this system is not confined to the subjects of his Highness: it takes a wide range, and affects in a sensible degree the public credit of the Company, for a very large proportion of the specie in circulation being applied to the uses of the Nabob at an exorbitant interest, Government are forced into the measure of depreciating their own paper in order to raise funds adequate to the exigencies of the State.

The persons concerned with the Durbar, from the immense profit they reap, are well able to afford to raise money at 12 per cent., the legal interest of the country, and to lodge ample security for the debt; and hence it is that the Company are driven to the necessity of increasing the rate of interest upon their own paper in order to supply their immediate wants.

The effects of these usurious loans upon the commercial interests of the country, as well as every national improvement which would require a capital, are most lamentable; no trade can stand a competition with such exorbitant profits; and when the practice which so generally prevails with the eastern princes, of hoarding up every pagoda they can lay hold of, is superadded to the various corroding evils that have been stated, it would seem that *such a complicated system of ruin and devastation was without a precedent in the annals of the world.*

Had the Treaty of 1792 been adhered to with that good faith which the British nation had a right to expect from his Highness the Nabob, the country would have found in it a source of increasing prosperity, since, by its wise provisions, a considerable portion of the Carnatic was exonerated from those private assignments which have ever been productive of such oppression and distress to the inhabitants.

To the violation, therefore, of the treaty, may be attributed those evils which have been so fully set forth, and which loudly demand instant eradication.

(His Lordship then alludes to the state of Tanjore, in which, he mentions, the same system prevailed, and for which he proposes similar remedies.)

The acts of the Legislature with respect to usurious bargains; the reiterated orders of the Company on the subject, and the iniquity of such transactions, abstractedly considered, have had so little effect that I scarcely know what to suggest as a means of future prevention. Possibly it might be attended with good consequences if the Court of Directors were to order the Governor and Council of Fort St. George to take an oath, that in every case where, according to his or their belief, there shall be reason to suppose that any servant of the Company, or person living under the Company's protection, shall, subsequently to the publication of the orders in question, have been concerned, directly or indirectly, in any loan or other money transaction with any of the native powers, unless with the knowledge and express permission of the Government, such servant of the Company, or person living under the Company's protection, shall be called before the Council Board, and examined upon oath touching such supposed loan or money transaction; and in the event of such servant of the Company, or other person living under the Company's protection, refusing to answer to such questions as may be put to him, or not answering satisfactorily, so as to exculpate himself from all concern, directly or indirectly, in such loan or money transaction, he shall be sent to Europe by the first opportunity for having been guilty of a disobedience of the orders of the Company, and punished accordingly. And with a view more effectually to check this mischief, I would recommend that a proclamation should be issued, inviting to the discovery of these nefarious transactions, and offering a reward to any one that should bring forward substantial proof that such prohibited loans had been negotiated.

The pains, the trouble, the anxiety, and above all, the pressure upon my personal feelings, arising from the investigation and exposure of this subject in its true colours, must be a test to the Court of Directors how important I consider it to their interest as well as to the welfare of British India.

I am aware of the numerous enemies who will start up against me for the part I have taken; but I have a shield in the consciousness of an honest execution of my duty which blunts their arrows, and which will ultimately render all their efforts impotent and unavailable.

I have foreborne to bring forward the names of individuals, not because I am not able to do so, but because the subject is above personal considerations.

Let those who have amassed wealth by such means enjoy it as well as they can: let it be my pride to have paid this tribute to suffering humanity, by deterring others from the commission of similar enormities.

(signed) Hobart.

Shortly after receipt of the intelligence of Mahomed Ali's death, and of the communications which were thereafter held with his successor, the Directors addressed the following letters, the one to the Presidency and the other to the Nabob:—

EXTRACT of Political Letter to Fort St. George, dated 31 August 1796.

Carnatic Papers,
1808, 7, p. 240.

WE were greatly concerned at the intelligence, that the Nabob of Arcot and the Rajah of Tanjore had deviated from their engagements with the Company, by granting assignments upon the districts that were actually mortgaged to the Company as a security for the payment of their annual subsidy for the protection afforded them. It appears by the papers which accompanied your Despatch of the 25th February last, that the Rajah has acknowledged this infraction of the treaty under his own hand. But you have not furnished us with any proof of such infraction on the part of the Nabob; though, after the positive manner in which you have communicated the information, we have no reason to doubt of the fact. It does not appear, however, even if the most undeniable proofs had been laid before us, that we should be strictly justified, under the 8th Article of the Treaty of 1792, in assuming the collection of the revenues of the districts mentioned in the Schedule, No. 2, annexed to the treaty. From the baneful consequences, however, which are likely to follow to the countries upon which these assignments have been issued, and which must tend greatly to weaken, if not to annihilate, the Company's security, *we sincerely lament that the Nabob could not be prevailed upon to adopt the modification of the treaty proposed by you upon his accession, founded upon principles of sound policy, humanity, and justice.* We are so thoroughly convinced of the necessity of this arrangement, that *we authorise you to renew the proposition in our name; and you will render a most acceptable service to the Company, should you, by address, conciliation, and persuasion, be successful in procuring his Highness' consent thereto.* And as, at the conclusion of the Treaty of 1792, the late Nabob agreed with Lord Cornwallis that his debt to the Company at that time should be examined into by proper persons appointed for that purpose, and that he would abide by his Lordship's ultimate award, or the award of the Governor General in Council, we are willing to consent, if his Highness' acquiescence in the proposed arrangement cannot be otherwise obtained, to exonerate him from the whole of that demand, provided he will surrender to the Company's management the districts named in the schedule before mentioned.

LETTER, the Honourable Court of Directors to His Highness the Nabob Omdut-ul-Omrah, Omdut-ul-Mulk, Ummeer-ul-Hind, Asoph Dowlah, Anaverdeen Cawn Behauder, Zupher Jung, Seppa Salar, Soubardar of the Carnatic.

Ibid, 7, p. 241.

To the Nabob of Arcot.

1. WE have received your Highness' letter, dated Chepauk House, the 22d October 1795, containing the melancholy tidings of the death of your venerable father the Nabob Wallajah Behauder, and that, in consequence, your Highness had succeeded to the Government of the Carnatic. We sincerely condole with your Highness on the loss you have sustained: at the same time we offer your Highness our unfeigned congratulations upon your accession to the Musnud, in virtue of the Treaty of 1792, and assure you of our unalterable friendship and regard.

2. It was with great concern we received the intelligence, that your Highness had made some objection to the modification of the Treaty of 1792, proposed by Lord Hobart upon your Highness' accession. *That your Highness had the option to accede to or reject the proposal made to you by Lord Hobart, for a modification of the Treaty of 1792, we readily admit; but permit us to observe, that the leading features of that treaty are protection on the one side, and security for the payment of a fixed subsidy on the other.*

The Company, by fulfilling this important condition of the treaty on their part, and in constantly maintaining a large army, the expenses of which have considerably increased since the treaty was concluded, are peculiarly interested in whatever concerns your Highness' prosperity, or the prosperity of your country; and cannot possibly view with indifference any measures which have a tendency to *depreciate the revenues*, which have been specifically assigned as a security for the subsidy, to the extent of their being rendered inadequate to the security for which they have been pledged. It must be obvious to your Highness that we allude to the practice of negotiating usurious loans for tuncaws on the revenues, and which, if extended to the districts named in the schedule annexed to the treaty, must be considered by every impartial judge as a deviation from the treaty, and of a tendency to lessen, if not to annihilate, the value of the Company's security. In this observation it is far from our intention to produce any unpleasant sensation in the breast of your Highness: at the same time, permit us to observe, that *if the proposed modification of the Treaty of 1792 could be so arranged as to be made unobjectionable to your Highness, every possible cause of difference between your Highness and the Company in future would be avoided.*

We have therefore directed Lord Hobart to enter upon another negotiation with your Highness for this purpose, and we in the most earnest manner entreat your Highness to lend

lend a favourable ear to the proposition, so evidently calculated for the ease and advantage of both parties. In the adoption of the arrangement your Highness will afford an early and unequivocal manifestation of your regard for the Company and the British nation. Should you unfortunately not be induced to accede thereto, we shall not cease to lament that your accession should be marked by a disinclination to attend to the first representation which your friends, the Company, have had occasion to make to your Highness; nor, permit us to observe, is it our wish alone that your Highness adopt the proposed arrangement, but we have reason to know it is also most ardently desired by the confidential Ministers of our illustrious Sovereign.

It appears (for the correspondence was not returned to Parliament along with the other papers ordered to be printed in 1803) that on 25th October 1795, the Governor of Fort St. George had addressed a letter to the Governor General in Council, in which he represented that in consequence of several communications which he had with Mr. Dundas and with Lord Cornwallis before leaving England, respecting the necessity of a change in that state of things which was established by the Treaty of 1792, he had opened a negotiation for that purpose with Omdut-ul-Omrah, and that he had not communicated his intention to the Supreme Government, or waited for its concurrence, on account of the intrigues of those who, from personal interest, endeavoured to prevent the accomplishment of his object. Mill, vi., p. 45.

The members of the Supreme Government, however, had no sooner known of the decease of the Nabob, than on 28th October 1795, they wrote to the President of Fort St. George, with instructions to endeavour to obtain the consent of Omdut-ul-Omrah to the cession of all his territories, which was carrying their views or expectations a good deal further than those of the President of the Council of Madras.

Lord Hobart was desirous of taking more decided measures than the Governor General approved, and the two Presidencies came thus into collision, which occasioned some rather acrimonious writing. The views of the Governor General, however, appear from the following paragraph from a Despatch of Lord Hobart to have concurred with his Lordship in holding that there were evils of a flagrant nature necessitating a change:—

EXCERPT of a Letter from Lord Hobart to the Honourable the Court of Directors, &c. &c. &c., dated Fort St. George, 15 September 1796.

Carnatic Papers, 1803, ii. p. 88.

Para. 8. HAVING established it as a maxim of British Government that circumstances may justify the deprivation of the Nabob's guaranteed rights, the Governor General in Council proceeds to enumerate some of the evils which have resulted to himself, his people, and the Company, from the undue exercise of those rights. The mal-administration under which his country has so long suffered, the evils of a divided government, the pernicious effects of Durbar influence and intrigue, the embarrassment of the Nabob and the Company from the usurious system of loans and assignments, and the ruinous consequences attending it to his Highness' subjects, are all acknowledged and lamented by the Supreme Board; and it appears, from the tenor of the Governor General's correspondence, to be a desideratum of national importance, implicating the most serious interests of humanity, that these causes of decay should be removed, and such an arrangement introduced for the administration of the Carnatic as might avert impending ruin, and lay the foundation of future prosperity.

His Lordship then enters upon a discussion in regard to some of the matters of difference. One of these appears to have been a question as to the right of the Nawaub to demand nuzzers, which seem to resemble feudal casualties payable by heirs or singular successors to their overlords at entry, and may be adverted to simply as indicating the status or relationship which the Nawaub was considered to hold towards dependencies.

Para. 21. Upon the death of the late Rajah of Calastry, the Nabob intimated his intention of demanding a nuzzer on the investiture of his son, which, understanding to be the custom of the Carnatic, and looking upon it as a complimentary acknowledgment of the Nabob's right of sovereignty, I was disposed to admit, but at all events judged it prudent to solicit the opinion of the Supreme Government upon the subject. In reply, the Governor General in Council conceiving that the Nabob "was rather tenacious as to the principle, than anxious as to the amount," suggested that he should be allowed to receive a sum which might fairly be deemed a complimentary acknowledgment of his sovereign right, but also directed, "That it should be settled with his Highness' acquiescence." Ibid, ii., p. 91.

22. A communication of the Nabob's sentiments soon discovered that he looked upon the nuzzers as a source of revenue, and not as mere compliment: upon which I immediately saw the necessity of urging the terms of the treaty as a bar to that understanding of the subject. His Highness adhered to his original idea; a second reference was made to the Supreme Government, and the discussion terminated in the Nabob's receiving a lack of

rupees.

rupees. The Governor General has stated the precedent to the Nabob, as the rule he which he is at liberty to exercise his sovereign rights. I resist it as incompatible with the realisation of the tribute.

23. An appeal to the whole of the proceedings upon this transaction would be the most ample testimony of my consistency; but I shall merely trouble your Honourable Court, in addition to the extracts furnished by the Governor General in Council, with copies of my letter to the Nabob of the 26th April, of my minute of the 21st May 1795, and of the concluding paragraph of the letter from this Government of the same date.

Note.—Not returned to Parliament.

The paragraphs which follow, in which Lord Hobart presses the propriety of requiring from the Nabob an exact observance of his part of the treaty, are of no little importance at a time when the Company may be said to be refusing to fulfil their part of a treaty obligation.

24. I cannot forego this opportunity of expressing to your Honourable Court the deep regret I have felt at the frequent animadversions the Supreme Government have made upon my conduct. I will not presume to assert it as free from errors, but whatever those errors may be, I can confidently declare they have been the result of the most zealous anxiety to promote the interests of the East India Company.

25. The satisfaction to be derived from disinterestedness and generosity, is too grateful to a well-disposed mind to be checked by any considerations, except those of duty; but to publish to all the Indian world that our allies may violate the faith of treaties, undermine the resources of the British Government, and withhold the liquidation of their debts to the Company, without incurring any possible inconvenience, appears to be a sacrifice desperately alarming to the public welfare.

26. For my part, I must for ever disclaim that species of reputation which is to be raised upon the ruin of those interests which it is my duty to preserve, or to be acquired by resorting to popular arguments in support of a depopulating system. *An adherence to the faith of treaties is a great principle of the first public utility; but if it be not uniform, it cannot be just. It must be binding on both, or conclusive against neither party.* Vattel tells us, "*If the engagements of a treaty imposes on one side a perfect obligation, they give to the other a perfect right. To violate a treaty, is to violate the perfect right of him with whom it has been contracted, it is to do him an injury.*"

27. The relative situation of the Nabob and the Company renders our protection to his country an act of indispensable necessity: he is indebted to our arms for the possession of it, and his interest is so interwoven with ours as to have become absolutely inseparable from it. Various engagements have been entered into between the Company and his father, for the purpose of realising his proportion of the military expenses, and for securing the liquidation of his private debts; but it is notorious that the Nabob has never fulfilled his engagements; and that his arrears at the opening of the last war, were so enormous as to oblige Lord Cornwallis to take his country into the immediate management of the Company's servants. The Treaty of 1792, had it been adhered to, was admirably calculated to correct the evils of the prevailing system, since, by making the forfeiture of a large proportion of the country the inevitable consequence of a defalcation in his kists, it secured the payments to the Government and the creditors from falling into arrear; and if the express stipulation against granting assignments upon the mortgaged districts had not been violated, the effect of the measure would have been as beneficial as its design was sagacious. The fullest consideration of this important subject, with the contemplation of that ruin in which the Nabob's breach of engagement is involving the Carnatic; the daily accounts I receive of the oppression and miseries of the unfortunate inhabitants; and the conviction I have of the progressive annihilation of the resources of the Company, have so strongly impressed my mind with the necessity of a change of system, that I have no hesitation in saying, if there be no doubt (and it is not possible that any man in India can doubt it) of the Treaty of 1792 having been violated by the Nabob, there can be no question of our right to avail ourselves of every means in our power to enforce such a modification of the treaty as will guard against the fatal consequence of future violation; and I am not afraid to hazard my character upon this opinion, resting it upon the policy, the justice, or the humanity of the measures.

28. I shall conclude this address with the recital of two paragraphs from Lord Cornwallis' letter to the Court of Directors, dated the 10th of August 1792.

29. The change of circumstances since that period seems to have lessened the weight of those arguments which his Lordship was apprehensive might be urged against an alteration in the system. The present Nabob, though heir to the possessions, cannot have the same claim to your consideration to which his father was entitled. The expectations justly entertained from the operation of the Treaty of 1792 have been disappointed, and the evils of the administration of the Carnatic have, if possible, been increased tenfold since the decease of Mahomed Ally.

EXTRACTS of a Letter from Lord Cornwallis to the Court of Directors, dated 10 August 1790.

Para. 22. I must freely own that I could not venture to propose any plan on the success of which I could have any firm reliance, unless the Nabob could be induced, by a large annual revenue regularly paid and properly secured to him, to surrender the management of his country for a long term of years to the Company.

Para. 24. The Nabob's age, his long connexion with us, his rights to the possession of the country, which, however, without our assistance, would have been but of little value to him, and exaggerated accounts of his former services, may furnish topics for popular declamation, and may possibly engage the nation upon mistaken ideas of humanity to support a system of cruelty and oppression. But whilst I feel conscious that I am endeavouring to promote the happiness of mankind and the good of my country, I shall give very little weight to such considerations, and should conceive that I had not performed the duty of the high and responsible office in which you did me the honour to place me, if I did not declare that the present mixed government cannot prosper even in the best hands in which your part of it can be placed; and that unless some such plan as that which I have proposed should be adopted, the inhabitants of the Carnatic must continue to be wretched; the Nabob must remain an indigent bankrupt, and his country an useless and expensive burden to the Company and to the nation.

I have, &c.
(signed) Hobart.

In consequence of the Nawaub being advised to refuse to agree to Lord Hobart's propositions, and of this unfortunate want of unanimity between the Presidencies, the proposal fell to the ground. That there were or were not, in point of fact, evils more or less great in the management of the Nabob, is not of any importance to the present case. The important point is, that the East India Company and its officials, whether right or wrong, were deeply impressed with an opinion of their existence. Some of these evils are of rather a curious description, and it is scarcely for the English to cast the first stone at the Nabob's corn law policy, which Lord Hobart so strongly condemns; but it is a circumstance which, in a case of this kind, may not altogether be lost sight of, that the evils of the Nabob's Government were to a very great extent the fruit of the English protection and interference in the affairs of the Carnatic. This is very clearly expressed by Mr. Mill:—

English protection
a cause of evil.

“A fact is here very forcibly urged upon our attention, of which it is important to find the true explanation. Under their dependence upon the English Government, it has been seen that the people of Oude and the Carnatic, two of the noblest portions of India, were by misgovernment plunged into a state of wretchedness with which no other part of India, hardly any part of the earth, had anything to compare. In what manner did the dependence of the native States upon the English tend to produce those horrid effects? The difficulty of the answer is not very great. The oppressions of the native Governments were limited by their weakness. When they received the use of the English strength, their oppressions were limited by nothing but the physical powers of the people to exist under oppression. So ill has the science of government been hitherto understood, that, under all the governments which ever yet existed, except perhaps one or two, there is no regular and effective restraint upon bad government except from the dread of the insurrection and rebellion of the people. In the government of Asia this produces no inconsiderable effects, as the frequent revolutions and changes of dynasty abundantly demonstrate. When misery had produced disaffection, and disaffection had increased to a certain height, there was generally some popular leader who offered himself to the nation as an instrument of revenge, and cast the unworthy possessor from his throne. The progress in general was rapid and easy. When oppression produced a decline of revenue, the evident instability of the government deterred lenders; money became wanting to pay the troops; the troops first clamoured, and then mutinied; the voice of the nation joined that of the army; a revolution took place: and, commonly, for two or three generations, the new family governed comparatively well. Among the small sovereignties of India, misgovernment produced weakness, and weakness invited conquest. The misgovernment, for example, of the Carnatic and Oude, would infallibly have produced the conquest of the one by Tippoo, and of the other by the Mahrattas; and as a prince was commonly strong only because he governed well, to be conquered was among the happiest results which the people knew. Till, indeed, governments attain that high pitch of excellence at which they really perform, in the best manner and at the cheapest rate, the services of government to the people, all changes are in general for the good of the people. It is the stability of governments which, before the state of excellence, human nature has to dread. Now, it is evident, that when the uncontrollable force of a British army is lent to an Indian prince, his subjects are immediately placed without the pale of hope. The prince is completely set above the only fears which, in his situation, could operate as a restraint upon his disposition to oppress—that of insurrection, and that of being conquered. The source

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source of almost all oppression in Asiatic and European Governments alike is the rage of extorting more and more of their earnings from the people. This passion, instead of being abated by the connexion with the English, is prodigiously inflamed; when the tributary prince is carried to all the excesses of taxation, not only by his own rapacity, but the necessity of supplying the enormous demands of his European masters; and when his soldiers, as well as people, are kept in abject hopeless subjection by the terror of European arms. The progress of this oppression produced in the English any determinate resolution of reform only when desolation of the country presented the prospect of a rapidly approaching moment at which the English subsidy could no longer be found."

Lord Hobart had been appointed to succeed the Marquis Cornwallis as Governor General of India. For the reason which will now appear to be somewhat extraordinary—his attempt to transfer to the Company the civil as well as the military government of the Carnatic—it was considered inexpedient that he should continue in India. His Lordship was recalled, and the Earl of Mornington was appointed to be Governor General in lieu of the Marquis Cornwallis, who had resigned his appointments.

At the period of his departure, the Directors transmitted the following Despatch to the President and Council at Fort St. George.

4 October 1797.

POLITICAL DEPARTMENT.

Carnatic Papers,
1803, 5, p. 203.

Para. 1. We have requested Lord Mornington to make a short stay at Madras, previous to his proceeding to take upon himself the Government General of Bengal, for the purpose of endeavouring to prevail on the Nabob of Arcot to agree to a modification of the treaty with his Highness in 1792. It were to be wished that the zealous endeavours of Lord Hobart for that purpose had proved successful; and as, in our opinion, nothing short of the modification proposed is likely to answer any beneficial purpose, Lord Mornington will render a most essential service to the Company, should he be able to accomplish that object, or an arrangement similar thereto; *but, feeling as we do the necessity of maintaining our credit with the country powers by an exact observance of treaties—a principal so honourably established under Lord Cornwallis' administration—we cannot authorise his Lordship to exert other powers than those of persuasion, to induce the Nabob to form a new arrangement.* To enter into a particular explanation of the relative situation of the Company and the Nabob would be superfluous; to point out the necessity of that connexion being clearly defined would be equally so; nor is it less evident, that the regular payment of his subsidy should be insured; that in consequence of our being obliged to have recourse to the security in case of failure on his part, we may find the value of such security undiminished, and the several districts forming such security, not impoverished under the management of those to whom tuncaws or assignments may have been granted.

2. Being equally desirous that some arrangement should be formed for the gradual liquidation of any debt that may be found due to the Company by the Nabob, we also recommend this object to Lord Mornington's attention.

We are, &c.

The following Extracts from the Despatches bear out the views already expressed.

EXTRACT from Political Letter from Fort St. George, dated 19 February 1798.

Carnatic Papers,
1803, 6, p. 219.

Para. 27. Having so fully entered in our last Despatch from this Department into the state of the Tanjore country and the Carnatic, we shall forbear to press upon your Honourable Court the subject of these Governments, further than to assure you each day's experience tends to confirm our observation, and to point out the *absolute necessity of providing some means to rescue from ruin the ultimate security for our existence on the coast.*

EXTRACT Letter from Lord Mornington to the Secret Committee, dated 23 June 1798.

Para. 4. By the overland Despatch, which will leave Calcutta on the 3d July, I intend to submit to you the whole detail of my proceedings with the Nabob of Arcot.

To the Secret Committee of the Honourable Court of Directors.

Honourable Sirs,

Fort William, 4 July 1798.

WE had the honour to address you on the 3d instant.

2. We avail ourselves of this Despatch further to advise you, that the Right Honourable the Governor General has acquainted us that immediately on his arrival at Fort St. George, he lost no time in taking the necessary steps for opening a negotiation with the Nabob of Arcot, with a view to the accomplishment of your wishes with regard to the modification of the Treaty of 1792.

3. The

3. *The Governor General, however, found his Highness so completely indisposed to that arrangement as to preclude all hopes of obtaining his consent to it at present.*

4. His Lordship trusted that he should have had it in his power to forward to you the detail of his communications with the Nabob on this subject by the present Despatch. Other important matters, however, having pressed more immediately on his attention, he has been under the necessity of postponing the transmission of those details to a future opportunity. The delay appeared to him of the less importance, as his Highness' refusal to consent to the modification of the treaty of course precluded his Lordship from taking any further immediate steps in the business.

* Has never been sent.

EXTRACT Political Letter from Fort St. George, dated 15 October 1798.

Nabob's resistance.

Para. 67. In a preceding part of this letter we have attracted the notice of your Honourable Court to the peculiar style in which his Highness the Nabob has continued to address us, upon the completion of his kist in the month of March last. His Highness took occasion to expatiate upon what he pleased to term the arbitrary and tyrannical proposal which had been made to him for a modification of his Treaty of 1792. His Highness concluded this letter by a request for assistance of troops to suppress certain disturbances in the southern provinces.

Carnatic Papers, 1803, 6, p. 220.

68. This opprobrious expression was so inconsistent with the friendship and respect which his Highness in the same letter professed to entertain for the King, the nation, and the Company, of England, that we felt it incumbent upon us to expostulate with him upon the subject, and to explain that the proposal in question had been made in strict conformity with the wishes and instructions of the Court of Directors, and of his Majesty's principal confidential ministers, founded upon a just and clear conception of his Highness' permanent welfare and happiness, as well as upon principles of justice, humanity, and policy; and we expressed our concern that *his indisposition to meet those wishes, and his determination against the introduction of reform, had prevented a renewal of that proposal* according to the orders of your Honourable Court.

Matters, however, were making but little progress. The Governor General, in April 1799, put himself in communication with the Nabob without effecting any result, as appears from the following Despatch:

EXTRACT of Secret Letter from Fort St. George, dated 13 August 1799.

75. At our consultation of the 23d July, the Governor General recorded a letter from his Lordship to the Nabob, together with his Highness' answer, upon the subject of a modification of the existing engagements between the Company and his Highness. *Ibid*, 5, p. 204.

76. It is the intention of the Governor General to record, at a future period, the whole of his Lordship's negotiation with the Nabob; but, in the meanwhile, we transmit at his Lordship's request, a copy of these papers for your information. +Has never been recorded.

To His Highness the Nabob of the Carnatic.

(Written 24 April 1799.)

May it please your Highness,

1. Within a few days subsequent to my arrival at this Presidency, I had the honour to inform your Highness of the state of the differences existing between the Honourable Company and Tippoo Sultan: and conformably to the 10th Article of the Treaty of 1792, I explained to your Highness, in the fullest manner, the probability of an approaching rupture with that prince.

2. The conduct of Tippoo Sultan since that time having rendered war absolutely necessary for the security of the allied powers, hostilities have actually commenced.

3. The third article of the Treaty of 1792 stipulates, "That in the event of war breaking out in the Carnatic, and countries appertaining to either party, and dependent on the Carnatic, or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it shall last, the said Company shall possess full authority over the Carnatic (except the Jagheers belonging to the family of the said Nawaub, and except also certain charities), and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom."

4. Under this article it is now become the right of the Company to exercise that full authority over the Carnatic which is thus formally acknowledged to be necessary for the better prosecution of the war.

5. Your Highness, I am persuaded, is also satisfied that it is now become my indispensable duty, without delay, to assume the revenues of the Carnatic, conformably to the third Article of the Treaty of 1792, unless some new arrangement can now be framed, with

the consent of both parties, which shall afford equal security to the common interests of your Highness and of the Company for the vigorous and effectual prosecution of the war.

6. I am aware that both your Highness and your respected father have ever been disinclined to the assumption of the Carnatic by the Company in the manner specified by the Article in question; and entertaining an anxious and sincere desire, not only to promote your Highness' interests and welfare, but to respect your inclinations and sentiments to the utmost extent compatible with the security of the Carnatic, I am induced to submit to your Highness' consideration *the plan of a new arrangement between your Highness and the Company, which, if it shall prove acceptable to your Highness, will preclude the necessity of resorting to the stipulations of the third Article of the Treaty of 1792, and of assuming the whole of the Carnatic, not only during the present, but during any future war.*

7. In framing an arrangement on this foundation, I have endeavoured to extend its provisions with the view of comprehending the whole state and condition of your Highness' connexion with the Company, as well as the equitable adjustment of the various subjects of complaint which your Highness has been pleased to represent to me, since the period of my taking charge of the General Government of India.

8. Before I proceed to the details of this plan, I shall submit to your Highness' consideration some observations, which, as they proceed from my good wishes for your prosperity and happiness, I trust you will receive with the cordiality of friendship.

9. Your Highness' situation, for some years past, has neither been satisfactory to yourself, nor advantageous to the interests either of your own subjects or of the Company.

10. Your stipulated monthly payments, under the Treaty of 1792, are not only moderate in their amount, but cannot be stated to bear a due proportion to the increased military charges now defrayed by the Company for the defence of the Carnatic.

11. Your Highness will never forget that the amount of these payments was settled by Lord Cornwallis under an indulgent modification of the Treaty of 1787, the benefits of which the Company cheerfully relinquished for the purpose of relieving his Highness the late Nabob of the Carnatic, and ultimately your Highness, from distress of circumstances and from anxiety of mind.

12. Moderate as these payments are in their amount, they have proved the source of continual vexation to the late Nabob of the Carnatic, and to your Highness; and you have never been able to realise them in the Company's Treasury, without the utmost degree of difficulty and embarrassment arising from *unfortunate defects in the administration of your affairs.*

13. These embarrassments have occasioned the adoption of temporary expedients for the purpose of removing the pressure of the moment; and the consequence of resorting to *such expedients has been injurious, not only to the peace of your Highness' mind, but to the permanent interests and happiness of your subjects, and to the foundations of the opulence and prosperity of the Carnatic.*

14. The truth of this faithful and amicable representation will, I am persuaded, produce a just impression on your Highness' mind, when you reflect on the *large amount* of those sums of money applied to defray the *exorbitant rates of interests* on all the various loans occasioned by the necessity of discharging your monthly payments.

15. These loans have usually been accompanied by *assignments of territory to the creditors, whose vexatious management of the revenues assigned has been the continual cause of the most aggravated calamities to the inhabitants of the Carnatic.* In these transactions *the loss has fallen on your Highness, your subjects, and your funds;* and the illicit profit has enriched those who (to use the words of your respected father, addressed to Lord Cornwallis) never approach your Durbar for any other purpose than to pursue their habitual views of plunder and rapine.

16. Upon the whole, the final result of this system has been that your Highness' mind has continued in a perpetual state of solicitude and alarm, from the *difficulty of satisfying the Company's claims,* of which the moderation and justice cannot be contested; that *the resources of your country have fallen into a state of progressive decay;* and that the Company regularly receiving your Highness' monthly payments into the Treasury, has viewed, with unavailing regret, the approach of that crisis in the Carnatic, when every source of public revenue and credit, as well as of private opulence, industry, and population, must be reduced to the lowest condition.

17. Neither your Highness nor the Company can reflect with satisfaction on the regular discharge of your monthly payments, when those payments are known and acknowledged to be effected by means which aggravate your Highness' embarrassments, and rapidly exhaust the territorial security pledged to the Company for the military subsidy.

18. The collateral operation of this unhappy system is not less injurious than its direct tendency. The notoriety of these embarrassments, which compel your Highness to resort to the expedients of loans and assignments of territory, tends to a general expectation of the

the approaching failure of your monthly payments, and consequently, of a speedy transfer of the pledged districts to the management of the Company.

19. A constant expectation of war for some years past, has further countenanced the notion that the Company's management must soon be extended over a large part of your Highness' territories, under the third Article of the Treaty of 1792.

20. These expectations have precluded the possibility of introducing, for the relief of your Highness' subjects, any improvement founded on fixed and durable principles.

21. *The Carnatic, therefore, in addition to the calamitous misrule of those who have governed it under temporary assignments of territory, has been subjected to all the accumulated evils of a divided Government, and of a fluctuating and precarious authority.*

22. These sentiments relating to your Highness' situation are not the result of my judgment alone: *I submit them to you as the result of the deliberate judgment of the Honourable Court of Directors and of his Majesty's Ministers, formed upon a full, dispassionate, and impartial investigation of the relation in which your Highness stands towards the Company, and of the whole state of your affairs.*

23. The principles of sound and comprehensive policy, the duties of respect and regard for your Highness, as well as of those of humane consideration for the welfare of your subjects, demand that the Company and his Majesty's Ministers *should look beyond the mere convenience of the present hour, to the certain operation of evils menacing the permanent resources of your country.*

24. The apprehension of the approach of that period, when the necessary effect of these evils must break forth, *to the entire ruin of the interests of your Highness and the Company in the Carnatic, has induced the Court of Directors and the Government of Fort St. George to urge with earnestness the necessity of a new arrangement with your Highness.* They have, however, refrained from insisting to its full extent in that claim of justice and right which the Company derives from the letter, as well as from the general substance and spirit of the Treaty of 1792, according to the established maxims of public law and national faith.

25. Under that treaty your Highness' faith is unequivocally pledged never to grant tuncaws, or assignments of revenue, on the districts composing the security for your monthly payments to the Company.

26. I am aware that the same article has also provided for the avoidance of all such tuncaws or assignments as shall be found to exist on any of the pledged districts which shall pass into the hands of the Company, under the operation of the preceding articles of the treaty. But this provision cannot be viewed in any other light than that of an extraordinary precaution to establish an additional security for the interests of the Company; it cannot be continued to absolve your Highness from the positive obligation which you have contracted in specific sums, "not to grant tuncaws or assignments on any account, on the revenues of the districts responsible for any arrears which may accrue in the payment of the stipulated kists."

27. If the Treaty of 1792 has not provided a sufficient security for the due performance of this obligation, and if the neglect of this obligation threatens to defeat the primary object of the whole treaty, and to destroy the fundamental principle of your Highness' connexion with the Company, the contracting parties *must resort to the general law of nations to supply the defective provisions of an engagement which it is their mutual interest to preserve inviolate, according to its true tenor and original spirit.*

28. The permanent establishment of an adequate territorial security for the payment of your Highness' share of the expense of defending the Carnatic is the principal object of the Treaty of 1792. The treaty, therefore, would become nugatory and delusive, if no remedy could be provided against the continuance of a system whose unrestrained progress must ultimately deprive your Highness of the power of satisfying your engagements to the Company, and must leave the Company bereft of all means of recovering the ruinous consequences of such a failure; your Highness' own discernment will at once enable you to judge whether it was the intention of Lord Cornwallis, in signing the Treaty of 1792, to provide a *real, substantial, and lasting security* for the Company's military subsidy, or to sanction a system of disorder, by which the whole value and efficiency of that security must be annihilated before the Company could derive any benefit from it.

29. It is not necessary at present to trouble your Highness with a more detailed representation on this subject. The plan which I now have the honour to submit to you is calculated to preclude all such discussions; and I have revived the subject in this place merely for the purpose of pointing your attention to one of the principal causes which have rendered a new arrangement with your Highness indispensable.

30. Your Highness, I am persuaded, cannot reasonably view the proposition for a new arrangement proceeding from the Company with any degree of jealousy or alarm; I must repeat the observation, and I recommend it with all the earnestness of friendship to your most serious consideration, that a similar jealousy on the part of the Company would have bound his Highness the late Nabob, and your Highness, to the stipulations of the Treaty of 1787.

31. If the Company had pertinaciously adhered to the letter of that treaty, and had insisted on a strict performance of the engagements contracted under it, I leave it to your Highness' candour and justice to declare what would have been the actual condition of your affairs? But the Company then waived its undeniable rights under a subsisting treaty, and consented to a new arrangement at your solicitation and for your benefit. The Company has therefore a just claim to your Highness' favourable attention on the present occasion; and I trust that under this impression your Highness will not receive my earnest proposition for a modification of the Treaty of 1792, with any other sensations than those with which Lord Cornwallis received your respected father's application for a modification of the Treaty of 1787.

32. In proceeding to submit to your Highness the details of my proposed plan, I shall, in the first instance, state certain *general principles* which appear to me *necessary* to be observed, *for the common benefit of all parties.*

First. That the new treaty shall comprehend the adjustment of every branch of your Highness' affairs, as connected with your relation to the Company, and *shall leave no question open to future discussion.*

Second. That whatever adjustment shall now take place shall be so framed as to afford the utmost degree of practicable security *against the possibility of future change*, in order that the new treaty may become a *final and conclusive settlement between your Highness and the Company.*

Thirdly. That with a view to secure the stability of the new treaty, as well as to provide an adequate remedy for the evils already enumerated in this letter, effectual provision be made, that *no part of the Carnatic shall remain or fall under a divided government, or a fluctuating or precarious authority.*

33. Referring to these general principles, the first object of consideration in the state of your Highness' affairs is your debt to the Company. This now consists, first, of the balance, as reported by Messrs. Woolf and Place on the 1st July 1793, str. pagodas 35,06,135; second, balance of the Kistbundy account, as per account made up to 7th September 1791, str. pagodas 19,98,006; third, balance of the new Cavalry Loan, with interest at 8 per cent. to the 12th October 1798, str. pags. 11,62,770. Total pags. 66,66,911.

34. The two first articles of this debt, at the earnest desire of his Highness the late Nabob of the Carnatic, were referred to the arbitration of the Governor General in Council in the year 1793; and a committee was appointed in Bengal for the purpose of assisting the Governor General in deciding upon them.

This committee has never yet delivered in any report; but having myself entered into a minute examination of the whole of these disputed accounts, and having considered with impartiality the respective claims of your Highness and of the Company, I have no doubt that, upon the balance of these accounts, you will be found justly indebted to the Company to a very large amount. If, however, a new arrangement should be acceptable to your Highness, I am ready, on the part of the Company, to consider whether it may not be practicable to compromise the whole of this claim (amounting to 55,04,141 pagodas), as well as the amount of any claim arising out of the payments made by the Company to your Highness' consolidated creditors of 1787. The extreme solicitude manifested by the late Nabob of the Carnatic to induce Lord Cornwallis to place these disputed accounts in a way of adjustment, and the engagement by which his Highness bound himself to submit implicitly to the award of the Governor General in Council, with relation to themselves, are sufficient testimonies of the importance and value of the concession which the Company may be disposed to make to your Highness in this article during the course of the negotiation.

35. With regard to the advance made by the Company to the late Nabob for the discharge of his Highness' debt, denominated the New Cavalry Loan, I am satisfied that this branch of your Highness' debt to the Company should be liquidated, partly by an arrangement stated from the 37th to the 41st paragraph of this letter, and partly (in the manner already proposed by your Highness to Sir John Shore) by the application of the sum of 6,21,105 pagodas, after your Highness' present guaranteed debt shall have been liquidated by the operation of that fund.

36. The great branches of your debt to the Company would thus be entirely extinguished by their indulgence, and the period of the discharge of your New Cavalry Debt would be settled in such a manner that it could never interfere with your convenience. A stipulation may be inserted in the treaty, binding the Company never to apply to your Highness for any advance of money on account of the New Cavalry Debt, previous to the period when its liquidation shall commence by the operation of the fund assigned for that purpose.

37. Your Highness has at different times preferred certain claims with respect to the Ramnad Surplus, and to the Peishcush of Sadras, and to the Pearl Fishery of Ceylon.

38. Your Highness has been informed that the whole question respecting Ramnad has been referred to the Court of Directors. If, however, I should be enabled to conclude a new treaty with your Highness, I shall be ready to decide the question of Ramnad without waiting for the result of the reference to the Honourable the Court of Directors. And being anxious to pay every attention to your Highness' just claims, I shall direct the balance

balance of the revenues of Ramnad remaining after the deduction of all expenses, according to the ninth Article of the Agreement of 1795, concluded by Lord Hobart, to be carried to your Highness' credit in the account of the New Cavalry Debt, immediately after your acceptance of the general arrangement which may be concluded between your Highness and the Company in consequence of this letter.

39. I propose to direct that the whole amount of the Peisheush due to your Highness since Sadras has been in the hands of the Company, shall be carried to your credit in the same account.

40. Your Highness' share of the Pearl Fishery has been calculated, on principles which admit of no contest, to be one-fifth part of the number of boats employed in the fishery in each season, and an equivalent sum of money has been allowed to your Highness in your general account. Immediately after the execution of the new treaty, I shall direct this sum also to be carried to your credit, on the same account and in the same manner as the two preceding sums, the Governor of Ceylon being now at this Presidency, in consequence of having received my orders to meet me here for the purpose of settling the affairs of his Government under my directions. If the proposals stated in this letter should meet your Highness' approbation, I shall direct the Governor of Ceylon to form a treaty with your Highness, securing to you the regular payment of your share of the Pearl Fishery; the payment to be made by the Governor of Ceylon into your Highness' treasury.

41. The Governor of Ceylon will state to your Highness the great injury which would arise to the fishery from suffering any persons to interfere with those to whom it is farmed; and I therefore trust that your Highness will not desire to send any boats to the fishery. The punctual payment of your just share appears to me to be the most advantageous settlement which can be made for your interests, as well as for those of the Governor of Ceylon.

42. Having thus manifested my desire to attend to the several objects which I know to be interesting to your Highness, I am further to inform you, that I am ready, by an article of the new treaty, to relinquish the right of the Company to the assumption of the Carnatic, during the present and during all future wars, on the following conditions:—

43. That your Highness shall place under the exclusive management, control, and authority of the Company in perpetuity a territory equal to secure the receipts of the whole of your monthly payments into the Company's treasury, which payments are, of course, to cease from that time. The territory to be placed under the management of the Company is described in a memorandum annexed to this letter. Your Highness will observe, that I have included the Southern Division of the Arcot Province, although not one of the mortgaged districts, with a view to preserve in your Highness' management the countries surrounding your capital, and that the revenues under each authority respectively may be as compact as circumstances will admit. In place of the Northern Division of Arcot, I propose to hold a district in the Southern Division of that province to the amount specified in the annexed memorandum. I shall also, for the convenience of both parties, be ready to exchange districts in the Southern Division of Arcot, adjoining to those of the centre, in place of the Jaghire lands which your Highness holds to the southward of the Coleware, for a similar purpose of averting the evils of a divided authority.

44. If the territory placed under the management of the Company should produce more than the stipulated amount of 12,56,400. 15. 54., the whole surplus shall be paid into your Highness' treasury, upon an account to be settled every third year, or more frequently, when a permanent settlement of the revenue of the Carnatic shall take place.

45. On the other hand, if, from any accident of season, or from any other casualty, any deficiency should arise in the revenue of the countries managed by the Company, the loss shall fall exclusively on the Company, and your Highness shall not be responsible for any part of it.

46. With respect to the districts remaining in your Highness' hands, your Highness shall not be accountable for any increase of their produce under your management, nor shall the Company be responsible hereafter for any contingent diminution of it.

47. As the expense of maintaining and repairing the fort contained in the districts to be placed under the Company's management will necessarily be transferred to the Company, an annual sum will be allotted for the purpose chargeable on the assigned revenue. The amount of this sum will be settled, with your Highness' approbation, during the negotiation of the new treaty.

48. I have already observed to your Highness, that the increase of military charges for the defence of the Carnatic has rendered the amount of your subsidy disproportioned to its original object; on every principle of justice, the Company would be warranted in proposing to your Highness an augmentation of your military subsidy; but as I am anxious to preserve to your Highness the full enjoyment of an ample and unencumbered revenue, I have endeavoured to provide a fund for the increase of the military subsidy without any diminution of your actual receipts.

49. I propose, therefore, that whatever claims on the part of your Highness, or of the Company,

Company, remain in doubt respecting the Poligars, under the treaty of 1793, should be now fully adjusted with the Company; and I am willing to accept that adjustment in lieu of all claims for an increase of your military subsidy, proportioned to the increased expense of defending the Carnatic.

50. The principle which induced the Company to seek the transfer of the Poligar Peish-cush, will not admit any considerable augmentation of the annual payments from those tributaries. If the Company should hereafter deem it to be a wise policy, the increase must be very moderate, and must be considered as a commutation for the military services of the Poligars.

51. Under a new treaty founded on the basis described, I entertain no doubt that *your Highness' clear revenue would be considerably increased*; and I am persuaded that you will concur with me in this opinion, when you refer to the former and present value of the countries which will remain in your Highness' hands; and when you recollect the extent of your charges for collection and other contingencies, and the enormous sums which you are compelled to waste every year on account of interest and charges attending loans of money.

52. *Under such a treaty, the evils of a divided government, and of an unsettled and ill-defined power, would cease throughout the Carnatic.* The authority of the Company and that of your Highness could never interfere with each other; and the new settlement would bear such unequivocal marks of permanency and security as would inspire general confidence, facilitate the introduction of *an improved system of management*, and revive the decaying principles of general industry, productive labour, and individual affluence.

53. In order to render this settlement perfect in all its parts, and to secure your Highness' future ease and comfort under all possible contingencies, it will be expedient to establish some certain fund for the satisfaction of those private creditors of the late Nabob of the Carnatic, and of your Highness, whose claims now stand without security.

54. The operation of the sum of 6,21,105 pagodas will have liquidated the whole of the consolidated private debt guaranteed by Parliament in the year 1804.

55. After that period, by your Highness' agreement with Sir John Shore, the whole of this fund would be applicable to the New Cavalry Debt; but I propose that one-half the sum—namely, 3,10,552 pagodas 8 fanams, be appropriated to the payment of the interest and principal of the New Cavalry Debt, and the remaining half to the discharge of such just unconsolidated debt due by your father and by your Highness to individuals as shall, after the most strict examination, receive the sanction of your Highness, and of the Court of Directors.

56. After the liquidation of the New Cavalry Debt, I propose that the whole fund of 6,21,105 pagodas shall be applied to the payment of the unconsolidated debt, according to the principles stated in the foregoing paragraph; and when the whole of the private debt (thus sanctioned by your Highness and by the Court of Directors) shall have been discharged, I propose that the full amount of the sum of 6,21,105 pagodas shall be annually paid in cash by the Company into your Highness' Treasury.

57. Thus, Sir, have I submitted to your Highness the outline of the *only plan* which appears to me to promise the *hope of order to your affairs, of tranquillity to your mind, and of security to the interests of the Company* committed to my charge.

58. Under the new arrangement, your Highness would be relieved from all urgent demands, either of a public or private nature, and you would possess *a much more ample revenue* than you now enjoy, with the additional satisfaction of reflecting that your possession was liable to no disturbance either from the contingencies of war or from any casual failure of your resources. You would be at liberty to direct your undivided attention to the cultivation and improvement of those resources to the utmost practicable extent, and you never could feel the necessity of injuring the mainsprings of your revenues for the purpose of meeting the exigency of occasional difficulty.

59. Whatever increase of produce might arise in the districts managed by the Company would be *a new source of wealth to your Highness*, and you would feel a personal interest in every improvement which the Company might be enabled to introduce into the system of your revenue.

60. With these observations I shall conclude, earnestly entreating your Highness to give your most serious attention to this letter. The opportunity is now peculiarly favourable to the final adjustment of your Highness' affairs. If you suffer it to pass away without improvement, events may intervene to aggravate your Highness' embarrassments, to postpone, or even to preclude, all final arrangement of your affairs, and ultimately to involve you in inextricable distress.

61. If the general principles which I have suggested with the freedom and sincerity of friendship should meet your Highness' approbation, they may speedily be reduced to the form of a treaty, and I may be enabled, before my return to Bengal, to have the satisfaction of laying the foundation of perpetual ease to your Highness' mind, and of progressive improvement to this fertile but declining country.

62. Your

62. Your Highness will observe, that, throughout the whole of this letter, I have avoided any reference to your late failure in your engagements to assist the Company in the present exigency by the immediate payment of a part of the New Cavalry Debt. I trust you will attribute my silence on this recent transaction to my earnest desire of abstaining from any discussion which can be painful to your Highness.

Fort St. George, 24 April 1799.

I have, &c.
(signed) *Mornington.*

The Nabob's answer, dated 13 May 1799 :—

My Lord,—Having read your Lordship's letter of the 24th ult. with great and serious attention, suitable to the importance of the contents, I shall return to it a fair and explicit answer. The candour and sincerity of my character, without a request from your Lordship, would have induced me on this, as well as on all other occasions, to speak without disguise. I have an additional inducement, however, for plainness of language and sentiment in the earnest desire and manly example of your Lordship.

Carnatic Papers,
1803, 5, p. 213.

I acknowledge, my Lord, that, under certain circumstances explained by the third Article of the Treaty of 1792, the Company are vested with authority to assume the Carnatic, and amongst other things, empowered to collect the revenue which it yields; and I confess (without regard to the consequence of that confession) that the assumption of the control over the affairs and revenues of my country, under the provision of the treaty, would occasion a severe and heartfelt affliction, yet, if the time should arrive which should render it necessary that the Company avail themselves of the objects which that article secures, I hope that Divine Providence will endue me with fortitude adapted to the necessity of the season and the adversity of fortune, that I may make the sacrifice required of me, if not with cheerfulness, at least with dignity and resignation; and in performing this extreme act which the treaty enjoins (if it ever be demanded of me), I shall have a constant consolation in reflecting on the letter of the treaty itself, which stipulates that, as soon as the exigencies of the times which required the temporary sacrifice shall have been satisfied, I shall be reinstated in all my privileges and authority; and I should wrong your Lordship's honour, and slur the reputation of those whom your Lordship represents, if I could suspect for an instant, that, whilst I was fulfilling every relation to the Company with fidelity and exactness, they should hesitate on their parts to discharge their relative connective duties.

Possessing these avowed sentiments within myself, and this declared sense of the honour and justice of my allies, I have no disinclination of that strong and rooted kind which your Lordship would seem to indulge, so as to induce me to enter into any new arrangement rather than conform myself to the provisions of the existing engagements. No, my Lord, the Treaty of 1792 was concluded under such happy auspices, and is calculated, from its precision and clearness, to promote and maintain so good understanding between the parties to it, and is, moreover, so recommended to my affections by the loved and revered personages who framed it, that I could not for any personal inconvenience, were it ten times greater, so it were created by the treaty, consent that it should be altered even in a letter.

But your Lordship has submitted reasons, apparently more cogent, why a new arrangement would be desirable; and these arise out of the supposed defect of the treaty itself to insure the objects which it had in view, and the probable deficiency of my means to fulfil hereafter the duties which it imposes.

I cannot overlook a circumstance which, in affairs of this sort, must naturally present itself to the mind of your Lordship, that the treaty which is now suggested to be defective, has had a trial, my Lord, of more than seven years, and without a single exception, has been found for that period, not only sufficient for all common purposes, but has secured the fulfilment of every engagement stipulated in it with an harmony uninterrupted, and perhaps I might add, almost unprecedented in any country or age; and if experience be the true test of human institutions, there can be nothing, my Lord, to apprehend of the competency of the Treaty of 1792, to continue to the contracting parties to an incalculable date that happiness, that security, and that universal good-will which it has hitherto produced.

But, my Lord, you have directed my observation beyond the present hour, and have informed me that your Lordship and the Ministers of his Majesty the King of Great Britain (whom may the Almighty preserve) have looked, and do still look, with a politic care and wise prudence to future probabilities and events as they regard our mutual conditions, and that the prospect is terrifying.

I do not presume to know the grounds on which your Lordship has formed your opinion of the instability of my affairs, nor is it necessary that I should be acquainted with them; it is sufficient for me to know that they are abundant enough to enable me to keep with punctuality my plighted faith. Your Lordship, however, has supposed that, from a difficulty to raise the kists periodically payable to the Company, that I have been reduced to so great pecuniary distresses, that to provide a remedy for them I have had recourse to measures which I cannot bring myself to name, and that these measures, in their expected consequences, may affect the interests of the Company as connected with the treaty.

Your Lordship has a right undoubted to expect an explanation of me as to any public matter which may regard the affairs of the Company as interwoven with my own; and I shall be happy, on all occasions, as I am at the present opportunity, of answering that part

of your Lordship's letter which respects the alleged assignment of certain districts set apart by the Treaty of 1792, as a security for the Company on the possible occurrence of a described event. But as to anything foreign to this, that may relate either to the internal management of my countries or the government of my people, I must, on principles as obvious as they are just, decline to enter into a discussion.

The supposed assignment of the districts alluded to by your Lordship is stated as having been productive of the greater part of the mischief which is lamented and deplored in your Lordship's letter, and as having laid the seeds of a more deadly and extensive ruin; and your Lordship relying principally on this, and on the reasons applicable to it, has suggested the necessity of a new arrangement. I am happy, my Lord, to offer an unqualified explanation of this alleged transaction; and I have a double motive to rejoice at the opportunity afforded by your Lordship, since it will serve to free my character and honour from the imputations which at present rest upon it, and will convince you, my Lord, that there are no substantial reasons, which must give your Lordship infinite satisfaction, for any apprehensions on this or any other ground related to it.

I do most unequivocally assure your Lordship, on the word and faith of a Sovereign, that no one foot of the districts set apart by the Treaty of 1792 have been, or are in any manner or way, directly or indirectly assigned by me, or *with my knowledge, to any individual whatsoever*, and having made this solemn and unreserved declaration, I would hope that I need not urge more.

But I have suffered, my Lord, so much from reports, founded on an erroneous conception of my conduct in this particular, that I am unavoidably led to be more explicit, perhaps, than might be expected by your Lordship. I have been represented, my Lord, to the world (and it were impossible to calculate how far I may yet be injured by it, unless I put a limit to the representation) to have notoriously mortgaged and assigned the districts pledged to the Company, and the manner of my doing it has been publicly and confidently spoken of and proclaimed. That the ill-will of those who are inimical to my interests, may have no further pretence for their assertions, and that it may be unable further to operate to my prejudice on the enlightened mind of your Lordship, I shall briefly state the manner in which payments are made into my Treasury from those districts by the officers of my revenue departments, and which are ordinarily said to give rise to the assignments in question; and it is in this simple way:—

As my monthly kists require to be paid with regularity, and as the expense and danger of the remittance of money in specie from a distant country to the Presidency are great, my amils or managers, for the amount of their respective payments, procure bills from the sircars for the particular sums to be remitted, and these bills are indifferently purchased of native bankers who may have money unemployed at Madras. They are taken without reference to me or to any connected with my durbar; they are paid in specie or grain, and never superinduce an agreement of any sort to which I am made a party, directly or collaterally. The transaction ends, as it originates, with the managers and the sircars.

Having convinced your Lordship, as I would believe, that the evil anticipated by your Lordship of the expected failure of my resources to answer the exigencies of the treaty can never happen from any of the causes mentioned by your Lordship, and that the treaty in its operation is capable of insuring all these advantages which it was designed to secure, I will not enter, my Lord, into a detail of the new proposals, founded on supposed circumstances which I have shown to your Lordship to have been without existence.

The wisdom and justice which pervades many parts of the arrangement proposed, I cannot but admire, as I have hitherto admired all the public acts and propositions of your Lordship. They are the certain and avowed offsprings of a great and comprehensive mind; and although I cannot so far accede to the measure as to give it, inasmuch as it regards myself, all the weight and authority of a treaty, yet I shall endeavour, as far as circumstances allow, to observe the genuine maxims which your Lordship has used to enforce your proposals, and the conduct which they would inculcate.

You need not be told, my Lord, of the unconquerable and insurmountable obstacle in the way of any new engagement, which could not be overstepped without outraging every principle that should make engagements binding; for your Lordship is not unacquainted that my revered and honoured father, with his departing spirit, entreated and enjoined me that I would not consent to the alteration of a treaty which he had painfully concluded; and I assured him, on the most sacred obligation that religion imposes, that I would obey his dying commands. Does it remain for me to conjure your Lordship, by the nobleness of your own nature, by your filial piety, by the reverence you owe to God, by each and all of these, not to renew an application which I cannot accede to without a breach of all moral and religious duties, and cannot listen to without reproach.

My Lord, praise be to the Almighty God, that in consequence of your Lordship's wise and resolute measures, the strong fortress of Seringapatam, which is equal to the wall of Alexander, and which has for a great length of time withstood all the attempts of other princes, has been captured, and the extensive country of Mysore restored to tranquillity and safety, by the annihilation of the disturber of that country. This has conveyed to my mind unspeakable joy and gladness: it was right that such a glorious victory, and the acquisition of such honourable advantages, should be derived purely from your Lordship's good fortune, and it will remain for ever on the records of time. Verse: "It is a happy plan that has succeeded; this affair has been effected by you, and is such as is done by the brave." The victories which my friends have obtained by Divine favour,

has

has given the greatest joy to me, who am their ancient ally; I consider them as an auspicious omen of my own happiness, and am persuaded that your Lordship will manifest your kindness toward me, especially in the support of my rights. The talooks of Currore, the two Sealams, and as far as Tungarpeatty, have always been dependencies on Trichinopoly. The father of Tippoo arrogantly usurped these talooks; I hope they will now be restored to me by your Lordship's justice. Another request I have to make, and with which I trust your Lordship will not only be not offended, but that you will grant my desire, is this: when friends acquire an immensity of power, those who are their sincere and ancient friends are inspired with certain hopes of obtaining their wishes. The troops for which I pay nine lacks of pagodas yearly, in the service of the Company, were employed with those of my friends in the reduction of the Mysore country. I trust, therefore, that I shall be allowed to participate in the conquered countries in proportion to the sum I contribute for those troops, and that thereby, through your Lordship's justice and equity, I, who have always followed the fortunes of my friends, and prayed for their acquirements of such success, may obtain my wishes. May your days be happy. What more?

Upon receiving Lord Mornington's Despatch, announcing the opposition of the Nabob to an alteration of the treaty, the Directors bethought themselves of an expedient to meet the difficulty.

EXTRACT Political Letter to Fort St. George, dated 5th June 1799.

Para. 16. Since the preceding paragraphs were written, we have received several papers respecting Lord Mornington's negotiation with the Nabob, in which we observe his Highness has proposed to relinquish his sovereignty over the Poligar countries, on certain conditions. As Lord Mornington has not given an opinion relative to this proposition, it is not our intention either to express our approbation of, or to offer any objections to, the terms proposed by his Highness. The only purpose which we have in view in adverting to these papers is, that the Governor General in Council should give you instructions as to the terms upon which the negotiations should be carried on, and that you may be guided by their opinion and directions before any arrangement shall be finally concluded. Carnatic Papers, 5, p. 216.

17. We have been advised by the Earl of Mornington, that the Nabob continues to oppose a determined resolution to the modification of the Treaty of 1792, which has been repeatedly proposed to him. At the same time we observe, that his Highness has distinctly acknowledged that he is in the practice of raising money annually, by assignments of the revenues of those districts which form the security for the payment of the Company's subsidy. As this practice is unquestionably contrary to the letter and subversive of the spirit of that treaty, we direct that, immediately upon the receipt hereof, you adopt the necessary measures for taking possession, in the name of the Company, of the whole or any part of the said districts, the revenues of which shall appear to be so assigned, and that you continue to hold the same, and collect the rents thereof, in order that the Company may not in future be deprived of the only security which they possess, under the before-mentioned treaty, to answer any failure in the Nabob in the discharging his subsidy. You will immediately communicate to the Nabob the determination we have come to, and the orders you have received relative to this point.

A few days later, however, it would appear from the following Despatch, that another idea had occurred to them, arising out of the stipulation in the Treaty of 1792 for the event of war.

EXTRACT Letter from the Secret Committee to Lord Mornington, approved by the Board, 13 June 1799.

In the event of a war with Tippu Sultan, the respective countries of the Nabob of Arcot and the Rajah of Tanjore will of course come under the Company's management; and we direct that they be not relinquished without special orders from us or from the Court of Directors for that purpose, in order to afford sufficient time for the formation of arrangements for relieving those respective princes from all incumbrances upon their revenues. Carnatic Papers, 5, p. 217.

The state of the Carnatic continued to be the subject of Despatches.

EXTRACT from Political Letter to Fort St. George, dated 16 October 1797.

We are extremely concerned at the frequent representations which you have occasion to make to us of the distressful situation to which the administration of the Nabob is reducing the Carnatic; nor can we cease to lament that no effectual remedy has yet been devised for correcting the evils arising out of the present divided system of government; the more especially as you have been reduced to the necessity of incurring a considerable expense for protection of the Pollams under the management of the Company, against the devastations committed by the Nabob's revolted Colliers. Ibid, 1803, 7, p. 251.

EXTRACT of Letter from Lord *Mornington* to the Secret Committee, dated
25th January 1800.

Carnatic Papers,
1803, p. 217.

Para. 14. The short duration of the war rendered it inexpedient for me to assume the management of the respective countries of the Nabob of the Carnatic, and of the Rajah of Tanjore, on behalf of the Company. The immediate effect of such an assumption would have been a considerable failure of actual resource at a period of the utmost exigency. I shall hereafter communicate my sentiments at large with respect to the state of Tanjore and the Carnatic. The latter now occupies my particular attention, and I fear that the *perverse councils of the Nabob of Arcot will prove a serious obstacle to any effectual improvement of your affairs in that quarter.*

Another expedient occurred to the mind of the Governor General, which, it is important to observe, contains the germ of the mode in which, with some variations, the desired arrangement was subsequently carried out.

OFFICIAL LETTER from the Governor General to Lord *Clive*, dated 26 March 1800.

To the Right Honourable Lord *Clive*, &c. &c. &c.

My Lord,

Carnatic Papers,
vol. i., p. 59.

HAVING at present under my consideration the state of our relation with the Nabob Omdut-ul-Omrah, and the whole tenor of his Highness' conduct towards your Government, I shall soon be prepared to communicate to your Lordship the final result of my determination on these important subjects. In the meanwhile, the possibility of the sudden contingency of his Highness' death renders it expedient that I should state to your Lordship, in an official form, the opinions and directions which I communicated to you verbally during my residence at Fort St. George, for your Lordship's guidance, in the event of the Nabob Omdut-ul-Omrah's death.

Although the Treaty of 1792 was concluded in the name and on the behalf of the Nabob Wallajah and his successors, no obligation of that treaty binds the Company to place or to support on the musnud any individual of the family (if any should be nominated by the reigning Nabob) whose pretensions to the succession may be actually disputed, or may appear questionable.

Various rumours exist relative to the birth of the person of whom the Nabob Omdut-ul-Omrah declares himself to be the father; it is, however, certain that *the mother of this young man is of low origin, and that she was never married to the Nabob.* It is reasonable to believe that the succession of this young man would be *felt as an injury to the rights of the late Ameer's son* by all who might think favourably of the latter's title, and all such persons would undoubtedly use every practicable effort to defeat such a succession.

Under the circumstances, *neither party could claim our support under existing treaties; and in determining to whom your support shall be granted, we are at liberty to consider the security of Great Britain's interest in the Carnatic, and the general prosperity of the country, and the happiness of its people, as the primary objects both of our right and duty.*

On this principle it is manifest that, *from the candidate whom we may resolve to raise to the musnud, we may justly require the most ample pledges for the effectual remedy of the evils which now afflict the Carnatic.*

For this purpose, *the successor of Omdut-ul-Omrah must be required to surrender to the Company, in the most absolute manner, the civil and military administration of the Carnatic, not retaining possession of a single fortress, nor maintaining any armed force under any pretext whatever; no other arrangement would be adequate to the attainment of the indispensable objects which have been stated.*

The general principles of the late treaty with the Rajah of Tanjore may be made the model of the agreement to be concluded with the successor of Omdut-ul-Omrah; such modifications of that treaty as may be rendered necessary by a variation of circumstances, will readily suggest themselves to your Lordship's mind. The article relative to forts and military establishments, noticed in the preceding paragraph, will admit of no modification. The amount of the provision to be made for the support of the succeeding Nabob, and of the other branches of the family of the late Wallajah, should be regulated with reference to the numbers and rank of the persons to be maintained, and on a scale of reasonable liberality.

Although the elevation of the supposed son of Omdut-ul-Omrah to the musnud would probably be disagreeable to the principal Mussulmen in the Carnatic, I am of opinion that *he might be rendered a better instrument for the accomplishment of the salutary ends proposed than the son of the late Ameer could be expected to prove.* Whenever, therefore, the death of the present Nabob may take place, your Lordship will *place the young man who passes for his son on the vacant musnud, previously requiring his consent to the conditions generally described in this Despatch, unless any objection to this disposition should occur to your Lordship's mind; in which event your Lordship will be so good as to state your objections to me immediately after the receipt of this letter.*

If the Nabob's supposed son should refuse or delay to subscribe to these conditions within 24 hours from the present Nabob's death, you will then give the son of the late Ameer the option of the succession on the same terms. If he also should reject the necessary conditions,
your

your Lordship will immediately proceed to establish the Company's authority in the completest manner throughout the Carnatic; and you will suspend all further negotiation on the subject of the succession till the receipt of instructions from the Governor General in Council.

I am not aware that the Ameer has left more than one son; in the event of his male offspring being more numerous, your Lordship will consider these directions as applicable only to his eldest son; and you will not treat with any younger branch of his family.

Your Lordship will bear in mind the expediency of making a reasonable provision, in any of the cases supposed, for the Nabob's family, and for all natives of distinction and character, as well as for indigent families at present dependent on the sources or bounty of the Nabob of the Carnatic. Any arrangement which may be necessary for this purpose should take place, if possible, in the same instant with the establishment of the Company's authority throughout the country.

Fort William, 26 March 1800.

I have, &c.
(signed) Mornington.

Extract of Letter from Lord Clive to the Secret Committee, dated 11 April 1800.

Carnatic Papers,
1803-5, p. 216.

Your letter to the Governor General, dated the 16th June 1799, is still under his Lordship's consideration; but it is material for me to repeat, and with impressive earnestness, that no security sufficiently extensive and efficient for the British interest in the Carnatic can be derived from the Treaty of 1792; and that no divided power, however modified, can possibly avert the utter ruin of that devoted country.

• Lord Wellesley.

Extract Secret Letter from Fort St. George, dated 14 April 1800.

Para. 7. In all our late Despatches we have been under the necessity of attracting your notice to the progressive decline in the prosperity of the Carnatic, and to the ruinous effects of the Nabob's administration. We have accordingly confirmed the opinion already transmitted to the Court of Directors—an opinion which cannot be too urgently repeated—that the Government of his Highness is rapidly approaching that state of weakness which cannot be relieved but by a radical reform.

Carnatic Papers,
1803-5, p. 216.

The negotiations for an arrangement with the Nabob were thus alluded to by Mr. Secretary Dundas in Parliament, in laying before Parliament, on 25th March 1800, the India Budget:—

The due performance of the stipulations in the treaties with the Nabob of Arcot and the Rajah of Tanjore is secured by specific assignments of districts in their respective territories. As to the Nabob of Arcot, it was reasonably to be expected that the long-established alliance with his family, and a grateful sense of the eminent services they had received, would have been inducements to the most friendly and cordial co-operation in whatever might have a tendency to further the interests of his allies. A modification of the arrangements made in the year 1792 was desirable for the interests of both parties. The remonstrances with him on that subject have been formerly stated to the committee; nothing, however, has been yet effected.

On 12th June 1801, Mr. Dundas, in bringing up his India Budget, again alluded to his repeatedly expressed wish that the Treaty of 1792 "might undergo several modifications, the interests of the Company, and the welfare of the inhabitants of the districts under his Highness' government required it."

From all the quotations which have now been made, it is proved to demon- Result of evidence.
stration—

1st. That the Company were deeply impressed, whether right or wrong, with the opinion, that the Government of the Nawaub was not only injurious to himself and to his subjects, but threatened to be, at least ultimately, destructive of the securities for the British interests in the Carnatic. The objection was not, however, it will be observed, that he was not making regular payment of his contributions; but that his management threatened to destroy the security for the future payments. Necessity of change.

2d. That the Company were at their very wit's end to devise the means of obtaining such a change as would secure these interests beyond the reach of danger; and, Company embarrassed to procure it.

3d. That they did not feel themselves warranted in using other means than persuasion with the Nawaub to bring this change about.

But whilst they were alternately suggesting first one means and then another, and were latterly approaching the disposition of employing some pressure under cover of the provisions of the Treaty then in force; whilst they were anticipating the death of the then Nawaub, and the changes which would necessarily follow, and in doing so, ingeniously insinuating the possibility of there being contending claimants to the throne, and sowing the seeds of contention by casting a doubt upon

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A fortunate discovery.

P. 24.

Papers, 1803,
vol. v. p. 217.

upon the legitimacy of the next heir, so as to render, on one side or the other, the assistance of a great power an object of importance, but an object to be secured only by granting those concessions which had been so ineffectually desired at the hands of his predecessors; whilst the discussion and anxiety on the subject waxed so hot and so high as to lead to the recall of one governor, and perhaps in some measure to the resignation of another,—a circumstance fortunately occurred which, to the relief of all their embarrassment, was at once and with eagerness seized upon as affording a plausible pretext for assuming the attitude of imperiously demanding that the proposals of the English Government should, without more ado, be agreed to. At the storming of Seringapatam, certain letters were found which had passed between the two Nabobs of Arcot, Wallajah and Omdut, and the Sultan of Mysore,—“the inveterate enemy” (to use language already quoted) “of his Highness’ family and of the British name.” The correspondence was at once set down as proving not merely the insincerity of the Nawab’s attachment, but that they had thereby become public enemies, and had forfeited every claim to consideration. The letter in which the discovery was announced to the Governor at Madras is a very remarkable document, and contains proof within itself of the light in which the discovery was regarded.

Extract of Letter from the Governor General to Lord Clive, dated 7 April 1800.

Para. 10. Your Lordship will concur with me in opinion, that the disclosure made by the annexed documents of the disaffection of the Nabob Omdut-ul-Omrah supersedes the necessity of any further consideration of the state of the Company’s connexion with that prince, under the orders lately conveyed by the Honourable Court of Directors to your Lordship in Council. While those orders were under my consideration, a combination of fortunate circumstances revealed that correspondence, which at once furnishes an explanation of the perverse spirit of his Highness’ councils since his accession to the Musnud, and demands the application of the *sole effectual remedy for the evils* which those councils have brought upon his people.

Inquiry ordered.

The Governor General having announced this “fortunate circumstance” of the discovery of public enemies, in the person of those who for more than 50 years had been, or been considered, close allies and firm friends, gave instructions to Lord Clive to conduct inquiry into the subject, and transmitted a list of witnesses whose evidence was to be carefully and zealously collected.

Vol. vi. p. 217.

“In the meantime,” says Mr. Mill, “the Governor General himself had completely prejudged the question, and did what depended upon him to make Lord Clive prejudge it in a similar manner. ‘A deliberate consideration,’ says he, in the very letter which directed inquiry, ‘of the evidence resulting from the whole of these documents, has not only confirmed in the most unquestionable manner my suspicions of the existence of a secret correspondence between the personages already named, but satisfied my judgment that its object on the part of the Nabobs Wallajah and Omdut-ul-Omrah, and especially of the latter, was of the most hostile tendency to the British interests. The proofs arising from the papers would certainly be sufficient to justify the British Government in depriving that faithless and ungrateful prince of all means of rendering any part of the resources of the territories which he holds under the protection of the Company subservient to the further violation of his engagements, and to the prosecution of his desperate purposes of treachery and ingratitude.’

“However, the Governor General thought it would, notwithstanding, be more consonant with ‘the dignity and systematic moderation of the British Government,’ not to take the country from its prince till some inquiry had first been made. But he says, ‘Although it is my wish to delay the actual assumption of his Highness’ government until that inquiry shall be completed, I deem it necessary to authorise your Lordship to proceed immediately to make every arrangement preparatory to that measure, which now appears to have become inevitable.’”

Charge entirely unsupported by evidence.

It is a matter in reality of very little importance to the present case, whether the evidence was or was not sufficient to establish the charge which was fastened upon the Nawabs. It is not usual, except in fable, to justify by accusing the great grandfather where the great grandson is without blame; and, accordingly, the Directors of the Honourable Company do not seem to make a point of the alleged fact. But it may be as well just at once to dispose of the matter, by quoting the opinion of an historian entitled to every consideration, and who manifestly has gone into the subject with much care, arriving easily at the conclusion, that there was no evidence to support the charge,—a circumstance which may readily enough be believed, when the object of making that charge, which the preceding remarks have explained, is clearly understood.

“Nothing,

"Nothing, surely," says Mr. Mill, "ever was more fortunate than such a discovery at such a time. When the Governor General, and all his superiors and all his subordinates in the Government of India, were languishing and panting for the possession of the Carnatic, but afraid, without some more plausible reason than they yet possessed, to commence the seizure, here it was provided for them in extraordinary perfection. But the very circumstance which recommended it to the eager affections of the East India functionaries will recommend it to the rigid scrutiny of those whose minds are more happily situated for appreciating the facts.

Vol. vi. p. 218.

"The documents on which so extraordinary a value was set by the Governor General consisted almost entirely of certain things picked out from a mass of correspondence which purported to have passed between the 'Presence' (the title which Tippoo bestowed upon himself) and the two Vakeels, Golan Ali Khan and Ali Reza Khan, who accompanied in 1792 the hostage sons of the Sultan to Madras. Besides these, only two letters were produced; one from a subsequent Vakeel of Tippoo at Madras, another supposed to be from Omdut-ul-Omrah, but under a fictitious name."

Mr. Mill then adverts to the possibility of the documents being fabricated, but that it was extremely improbable, and goes on to say,—"But an argument more conclusive than any argument from character, either national or individual, can almost ever be, at any rate to strangers, and those whose partiality one has no reason to expect, is this, that the papers prove nothing; which most assuredly would not have been the case had they been fabricated for the purpose of proving. On the other hand, if they had exhibited a proof which was very strong and specific, it would have been no easy task, after the very exceptionable manner in which they were examined, to have proved that all suspicion of them was utterly groundless."

He then, by a variety of explanations, shows how the correspondence proves nothing:—"To establish still further the dark designs which the Governor General firmly concluded that a few hyperbolical expressions had already proved, a list of nine witnesses was transmitted to Madras, of whom the two Vakeels, Golan Ali Khan and Ali Reza Khan, were the chief. A commission consisting of two of the most approved servants of the Company, Mr. Webbe, the Secretary to the Madras Government, and Colonel Close, were selected to conduct the investigation. Every precaution was taken, such as that of preventing communication between the witnesses, to get from them either the evidence pure, or the means of detecting its impurity.

"It was resolved to begin with the two Vakeels, who of course could best elucidate their own correspondence. To form a proper judgment of their testimony, several circumstances ought to be remarked. In the first place, they were Orientals; that is, men accustomed, in the use of language toward those on whom their hopes and their fears depended, to regard very little the connection between their words and the corresponding matters of fact, but chiefly the connection between those words, and the impression, favourable or unfavourable, which they were likely to make on the minds of the great persons on whose power the interests of the speaker most remarkably depended. In the second place, it is impossible to conceive any dependence more abject than was, at this time, the dependence of the Khans, Golan Ali and Ali Reza, upon the English Government. The government under which they had found employment was totally destroyed. Every source of independent subsistence was cut off; they lived upon a pension which they received from the English Government, and which it was only necessary to withhold, to plunge them into the deepest abyss of human misery. They had every motive which interest could yield, to affirm what would be agreeable to the English Government. They could have no interested motive to speak what would be agreeable to Tippoo, Wallajah, or Omdut-ul-Omrah. In these circumstances, if they had given a testimony in every respect conformable to the wishes of the English Government, what depended upon their affirmation would have been regarded as of little or no value by any impartial judge. But in as far as they gave a testimony in opposition to those wishes, that is, in opposition, as they must have believed, to their own interests, their testimony has some of the strongest possible claims upon our belief.

"Everything was done to remove any obstructions which might exist in the minds of the witnesses to the production of such evidence as was expected. They were given to understand that no blame would be attached to them, who only acted under legitimate orders, for their instrumentality in the designs of their master. And they were assured in the strongest language, that any appearance of a design to conceal the truth, and they well knew what eastern rulers were accustomed to call the truth, would be visited upon them with all the weight of English indignation.

"Of the two Vakeels, Ali Reza was residing at Vellore, Golan Ali at Seringapatam. As least remote, Ali Reza was examined first. In him, the examining commissioners say, in their report to the Governor, 'We think it necessary to apprise your Lordship that we discovered an earnest disposition to develop the truth.' Golan Ali they accused of base endeavours at concealment. The evidence of both, taken together, tends not to confirm one single suspicion, if any could have been justly derived from the papers, but to remove them, every one."

The historian then proceeds to dispose of the proofs, and adds, after some detail—

"The commissioners say, 'We examined Gholam Ali Meer Suddor, the Dewan Purniah, and the Moonshee Hubbeeb Olla,' that is, the men above all others acquainted with the

secrets

secrets of Tippoo's government; 'but as their testimony did not establish any fact, we thought it unnecessary to record their evidence.'

"Not only does this evidence afford no proof of a criminal correspondence with Tippoo, on the part of the Nabob; but the total inability of the English to produce further evidence, with all the records of the Mysore Government in their hands, and all the living agents of it within their absolute power, is a proof of the contrary; since it is not credible that a criminal correspondence should have existed, and not have left more traces of itself."

"It is just to bewail the unhappy situation in which the minds of Englishmen in India are placed. Acted upon by circumstances which strongly excite them, their understandings are dragged, like those of other men, towards a conformity with their desires; and they are not guarded against the grossest illusions of self-deceit by those salutary influences which operate upon the human mind in a more favourable situation. The people of India, among whom they live, and upon whom the miserable effects of their delusion descend, are not in a situation to expose the sophistry by which their rulers impose upon themselves. They neither dare to do it, nor does their education fit them for doing it, nor do they enjoy a press, the instrument with which it can be done. Their rulers, therefore, have no motive to set a guard upon themselves, and to examine rigidly the arguments by which they justify to themselves an obedience to their own inclinations. The human mind, when thus set free from restraint, is easily satisfied with reasons for self-gratification; and the understanding waits, an humble servant, upon the affections. Not only are the English rulers in India deprived of the salutary dread of the scrutinising minds and free pens of an enlightened public, in the regions in which they act; they well know that distance and other circumstances so completely veil the truth from English eyes, that, if the case will but bear a varnish, and if they take care to stand well with the minister, they have in England everything to hope, and seldom anything to dread, from the successful gratification of the passion of acquiring."

"It is most remarkable, that of all the Englishmen in India, of whose sentiments upon the occasion we have any record, the Governor General and his Council, the Governor of Fort St. George and his Council, the examining commissioners, and the Persian translator, the very foremost men in India, not one appears to have doubted, that the evidence we have examined established undeniably the facts which they so eagerly desired to infer."

It will be seen from this, that Mr. Mill gives the officials of the Company credit for apparent sincerity in their imputation, and undoubtedly this was the most charitable opinion which could be taken; but it is one extremely difficult to arrive at in a full view of the whole circumstances, and particularly in the knowledge, which the Company repeatedly expressed in their Despatches, of the Nabob's "settled hatred" of "the Mysorean," and it is much more likely to have been simply the result of cautious official policy in penning their Despatches. In any view, what motive could there have been for real alarm after the hated Mysorean had been killed, his capital stormed, and his country subjugated?

But so obviously did the proofs fall short of evidence, that even Mr. Wilson, who, in editing Mr. Mill's work, generally agrees to differ from his author, although he is insufficiently informed as to the position of the Nawaubs of the Carnatic, is forced to admit, with much obvious reluctance, "*that upon the face of the correspondence little appeared to convict the Nawaubs of the Carnatic of actual treachery against the British Government.*"

Mill, vi. p. 228.

Governor's
instructions.

The examination of witnesses was closed, and the report of the Commissioners drawn up and signed at Seringapatam, on the 18th of May 1800. It was not till the 28th of May 1801 that any further instructions of the Governor General were despatched.

"The critical situation of the negotiation depending with the Nizam, appeared to me to render it advisable to postpone the adoption of measures required for the security of the Carnatic. The successful issue of that negotiation appeared likely to facilitate the arrangements which became indispensably necessary in the Carnatic; while a premature prosecution of these arrangements might have impeded, and perhaps frustrated, the successful issue of the negotiation at Hyderabad." Another reason was, that for some time he indulged the hope of being able to employ the weight of his own presence, in removing the obstacles which he expected to oppose the intended revolution in the Carnatic. When that hope was relinquished, he desired that Mr. Webbe, the Chief Secretary to the Government at Madras, might join him in Bengal, to communicate a more minute knowledge of circumstances than he could otherwise acquire.

"The delay," says the Governor General, "which has occurred, has enabled me to receive the sentiments of the President of the Board of Commissioners for the affairs of India, and of the Secret Committee of the Court of Directors, on the subject of the correspondence of the late and present Nabob of Arcot with Tippoo Sulthan. Those sentiments entirely accord with your Lordship's, and with mine, on the same subject."

The course of
reasoning.

There follows in this and in subsequent Despatches, to be immediately quoted, what is elsewhere designated by the rather appropriate phrase, "*the course of reasoning,*"

reasoning," which was to be erected upon the letters, to justify the Company's attitude and secure compliance with their demands.

Excerpt from an Official Letter from the Governor General to the Right Honourable Lord Clive, &c., &c., dated 28th May 1801.

Carnatic Papers,
1803, vol. i. p. 45.

(Most Secret.)

My Lord, * * * * *

Para. 15. In determining the mode in which it may be expedient to exercise the rights of the British Government, under this discovery of the Nabob's violation of the alliance, our right to establish whatever system shall be judged advisable for administering the civil and military government of the Carnatic *is entirely relieved from the impediments hitherto opposed to the progress of improvement*, by considerations personal to the Nabob, and to his Highness' family. In all the different discussions which have taken place in every modification which has been proposed for the improvement of the connection between the Company and the Nabob of Arcot, *territorial possession* has justly been considered to afford the only adequate security for the military subsidy of the Carnatic. My knowledge of the internal administration of his Highness' affairs convinces me that the resources of the Carnatic can never be faithfully applied to the exigencies of public affairs, while his Highness shall exercise the executive government. I have no hesitation, therefore, in stating my decided judgment, that *no actual security can be established for the rights pledged to the Company in the Carnatic, for the effectual restraint of the adverse and faithless disposition of the Nabob of Arcot, or for the successful introduction of an improved system of finance, revenue, and judicature into the territories subject to the Government of Fort St. George, by any other mode than by administering, through the Company's officers, the entire civil and military government of the Carnatic.*

16. In the execution of this necessary measure, it would have been satisfactory to my mind if the safety of the British interests had permitted me to consult the personal convenience of the Nabob of Arcot, to the extent proposed in the modification of the Treaty of 1792, offered by Lord Hobart to his Highness' acceptance, and in the general plan for the arrangement of his Highness' affairs which I proposed to him during the progress of the late war in Mysore. It would have been an act of wisdom to have sacrificed to the principles of national moderation and magnanimity, the advantages which I had proposed to surrender for the attainment of the Nabob's cheerful concurrence in an engagement which he was considered at liberty to reject; but his Highness' hostile disposition having transpired, his violation of the most sacred ties of amity and alliance having been detected, it is become my duty to deprive him of the future means of injuring the British Government. Wisdom and prudence require, justice and moderation warrant, that his Highness should not retain the possession of actual resources greater than shall be requisite for the support of the rank which he shall hereafter be permitted to hold in the Carnatic. Reduced by his own conduct to the condition of a *public enemy*, he has forfeited all positive right to any share of the resources of the Carnatic; and his future situation must be determined entirely by the prudence of the Company, tempered with those considerations of lenity which, I trust, will always enter into the councils of every British authority. Under this view of the subject, it is my opinion that the stipend to be allowed to his Highness the Nabob Omdut-ul-Omrah, and to his family, should not exceed the sum of pagodas three lacs, nor be less than the sum of two lacs of pagodas.

17. I consider it to be extremely desirable that the Nabob should be induced, under a full conviction of the rights acquired by the Company, in consequence of the discovery of his father's negotiations, and of his own, to accede to the proposed arrangement in the form of a treaty. In expressing this wish, I am more desirous of consulting the dignity of the British Government, than of admitting any claim to its generosity and forbearance on the part of the Nabobs Mahomed Aly and Omdut-ul-Omrah. It would, however, be painful to your Lordship, and to me, to be compelled to expose to the world all the humiliating proofs of the ingratitude and treachery of those infatuated princes towards that power which has uniformly proved their guardian and protector. I therefore request that your Lordship will immediately open a *negotiation with the Nabob Omdut-ul-Omrah*, for the purpose of adjusting an arrangement for the *entire transfer of the civil and military government of the Carnatic to the hands of the Company*, on the terms specified in the draft of a treaty, which I have now the honour of transmitting to your Lordship.

18. In order to obtain his Highness' acquiescence in this mode of adjustment, it will be proper for your Lordship (after having fully apprised the Nabob of the nature of the proofs which we possess of his correspondence with Tippoo Sultaun), to offer the inducement of the largest provision to be made for his Highness' personal expenses; and in that event, I authorise your Lordship to insert in the Treaty the sum of three lacs of pagodas.

19. It is possible, however, that, in the actual state of his Highness' councils and temper, the Nabob may be disposed to reject even this moderate proposition; and to appeal to the authority of the Honourable the Court of Directors. In that event, *being already in possession of the sentiments of the Secret Committee*, founded on the discovery of the Nabob's faithless conduct, *I shall consider it to be injudicious and unnecessary to admit the appeal*, and

by that admission to enter upon a formal trial of his Highness' criminal conduct. The case requires that we should act *as against a state on the basis of the general law of nations*, and that we should employ the power of the British Empire in India to demand, and, if necessary, to enforce an adequate security for our rights and interests against the machinations of a faithless ally, who has violated the fundamental principles of a public alliance to the extent of placing himself in the condition of a public enemy. If, therefore, the Nabob Omdut-ul-Omrah, by refusing to acquiesce in the proposed arrangements, should compel the British Government, contrary to its wishes and intentions, to exercise its rights and its power to their full extent, I authorise and direct your Lordship to assume the civil and military government of the Carnatic; and I have the honour of enclosing a declaration which, in that event, I request your Lordship to publish under the authority of the Governor General in Council. Even under this contingency it is not my intention that the allowance to be made to the Nabob should be less than two lacs of star pagodas.

Prior to the date, and apparently to the receipt of this letter, Lord Clive had addressed the following letter to the Governor General:—

Vol. i. p. 83.
21 May 1801.

To His Excellency the Most Noble the Marquis Wellesley, K. P., &c. &c.

My Lord,

The reports which I continue to receive of the declining health of his Highness the Nabob of the Carnatic, afford the strongest reason to expect his speedy dissolution.

The letter of your Lordship's official Despatch (No. 12), dated 26th March 1800, sufficiently determines the measures which, at that period, your Lordship expected me to adopt on the occurrence of his Highness' death, at any period previous to the receipt of your Lordship's final determination on the whole tenor of his Highness' conduct, then under your Lordship's consideration.

But in the decision of this delicate and important question, it is also material to bear in mind, that the result of the investigation, which was directed in your Lordship's subsequent Despatch (No. 13), had not at that time been brought under your Lordship's observation; that, in consequence of the report of this investigation, your Lordship had made arrangements for proceeding professionally to Fort St. George for the execution of the measures which your Lordship had resolved to adopt; and that, being disappointed in the expectation, your Lordship had required the presence at Fort William of the principal executive officer of this Government, for the purpose of connecting, among other important objects, the whole detail of the measures to be adopted for the future government of the Carnatic.

If, therefore, in the event of his Highness' death, I should proceed to the execution of a treaty with his successor, according to the discretionary powers which have been vested in me by your Lordship's Despatch (No. 2), it is manifest that I should anticipate those details which are either at this time under your Lordship's immediate consideration, or have been calculated or determined by your Lordship's authority; and that, in either case, some new and important view, which a revision of the whole case may have suggested to your Lordship's mind, might be defeated by my premature interference.

After the most mature reflection on all the circumstances which are connected with these important considerations, I am satisfied that no material injury is likely to arise, but that much future facility will probably ensue, from holding the succession itself, as well as all its consequent arrangements, open for your Lordship's future commands.

I am accordingly prepared to limit my immediate views on the expected contingency to the assumption of the civil and military government of the Carnatic, according to the draft of a proclamation which I have the honour to enclose for your Lordship's consideration; for the transmission of which to all quarters of the Carnatic on the moment of his Highness' decease, I have made the requisite arrangements.

I have the honour to transmit for your Lordship's consideration the draft of a treaty which I had prepared, in conformity with your Lordship's orders in your Despatch (No. 12), 1800; but which the considerations already stated in this letter have induced me to postpone your Lordship's further commands.

Although this draft appears to me to be founded on the spirit of your Lordship's instructions, as being modelled on the principles of the late Treaty of Tanjore, it is proper for me to observe, that a full consideration of its effect, compared with the actual state and increased difficulties of the finances of the Company, will probably justify in your Lordship's opinion an arrangement more favourable to the interests of the Company.

Fort St. George, 21 May 1801.

I have, &c.
(signed) Clive.

Enclosed in this letter were the drafts of a Treaty and of a Proclamation. In a letter of the following-day, Lord Clive transmitted a paragraph which he proposed to add to the intended proclamation, "*for the purpose of tranquillising the minds of the Mussulman inhabitants at large.*" This fact is not a little important; and it escapes again and again in the subsequent Despatches that the British Government were alive to the necessity of conciliating the good opinion of the natives,

natives, and especially by avoiding every appearance in their dealings of violating their rights.

The two following letters were transmitted in reply. The instructions to Mr. Webbe, therein referred to, do not appear to have been returned to Parliament.

To the Right Honourable Lord *Clive*, &c. &c.

Vol. i. p. 83.

My Lord,

1. I have had the honour to receive your Lordship's Despatch (No. 11), dated the 21st ult., and I think it of importance to communicate to your Lordship, with all practicable expedition, my entire approbation of the arrangement which your Lordship proposes to adopt in the event of the death of his Highness the Nabob Omdut-ul-Omrah, for exercising provisionally, on the part of the honourable Company, the entire civil and military government of the Carnatic.

2 June 1801.

2. Having recently considered the subject of the affairs of the Carnatic, connected with the transactions described in the correspondence discovered at Seringapatam, it is my intention to transmit to your Lordship, by Mr. Webbe, my detailed instructions for your Lordship's guidance, which will embrace as well the contingency of the Nabob's death, as the nature of the security to be provided for the future interests of the Company in the Carnatic. Until your Lordship shall receive these instructions, it is my wish that the civil and military government of the Carnatic should be exercised by the Government of Fort St. George, in the event of the death of Omdut-ul-Omrah; but it is my desire that your Lordship should entirely refrain from any negotiation with the reputed son of the Nabob, or with any other supposed heir of his Highness, until my intentions with regard to the future government of the Carnatic should be fully communicated to your Lordship.

Fort William, 2 June 1801.

I have, &c.
(signed) *Wellesley*.

Official Letter from the Governor General to the Right Honourable Lord *Clive*, &c. &c., dated 4 June 1801.

Vol. i. p. 60.

My Lord,

Para. 1. My separate instructions were delivered to Mr. Webbe for your Lordship's information and guidance, and provided for the contingency of the Nabob Omdut-ul-Omrah's death; and for the arrangements which it would, in that event, be advisable to adopt for the future government of the Carnatic; but the tenor of your Lordship's official Despatch (No. 11), dated 21st ultimo (May), having indicated the probability of his Highness' immediate demise, I now judge it prudent to furnish your Lordship with my sentiments on that subject, in the form of an official Despatch.

2. Whatever right the reputed son of the Nabob Omdut-ul-Omrah may be supposed to possess to the Company's support of his pretensions to the government of the Carnatic on the death of his Highness, is founded on the grounds of the rights of Omdut-ul-Omrah himself; the right of the Nabob Omdut-ul-Omrah to the assistance of the Company in securing his succession to the Nabob Mahomed Ally in the government of Arcot, was founded on the express stipulations of the Treaty of 1792. The result of the written and oral evidence obtained from the papers discovered at Seringapatam, has established abundant proof that the fundamental principles of the alliance between the Company and the House of Mahomed Ally, as well as the express letter of the Treaty of 1787 (of which the Treaty of 1792 was an indulgent modification), had been absolutely violated, and rendered of no effect by the Nabobs Mahomed Ally and Omdut-ul-Omrah, previously to the ostensible conclusion of the Treaty of 1792. It is manifest, therefore, that the Nabob Omdut-ul-Omrah could derive no right from the formal ratification of that instrument, the vital spirit of which had already been annihilated by his Highness' conduct; and that the Nabobs Mahomed Ally and Omdut-ul-Omrah, by forming an intimate union of interests with Tippoo Suldaun, had placed themselves and their whole house in the relation of *public enemies* to the British Empire in India.

Note.—Assistance was never asked nor required.

3. Whatever right to the Company's protection and support the reputed son of Omdut-ul-Omrah may derive from his supposed father, had been utterly destroyed by the hostile conduct of Omdut-ul-Omrah; and my instructions to your Lordship in consequence of the discovery of the inimical conduct of Mahomed Ally and of Omdut-ul-Omrah, having provided for the immediate exercise of the civil and military government of the Carnatic on the part of the Company, as the only measure of self-defence and security under all the circumstances of the case, it follows that the reputed son of Omdut-ul-Omrah (in the event of his Highness' death previously to your Lordship's execution of my orders) must succeed to the condition of his father; and that the British Government in India will, in that event, remain at liberty to exercise its rights, founded on the faithless policy of its ally, in whatever manner may be deemed most conducive to the immediate safety and to the general interests of the Company in the Carnatic.

4. Under

4. Under this view of the question the British Government in India is at liberty to proceed to exercise, on the part of the Company, the civil and military government of the Carnatic, if it should judge that the most advisable plan of arrangement.

5. Many considerations, however, of expediency and policy must be connected with a measure of so much magnitude; the long-established connexion between the Company and the house of Mahomed Ally justifies us in sacrificing to the sentiments of national magnanimity and generosity the resentment occasioned by his Highness' flagrant breach of the alliance; and in every event it would be incumbent on the British Government to make a pecuniary provision for the family suitable to its dignity. The discharge of this duty is fully appreciated by the natives of India; *but it is by no means certain that, in the event of our proceeding to exercise a right founded on a violation of treaty, and on the necessity of self-defence, the powers of Hindostan would refrain from confounding the abstract principles of the general law of nations with ambitious views of aggrandisement and extension of dominion.* If, therefore, it should be practicable to obtain equal advantage and security for the Company by relaxing the exercise of its actual right, and by substituting the more gracious mode of conciliation and indulgence, I am disposed to think, under all the circumstances of the case, that it will be more consistent with the principles of our policy and character to adopt the most lenient method of arranging the future government of the Carnatic.

6. In this view of the question, it appears to me that, under the insufficiency of the pretensions of the Nabob Omdut-ul-Omrah's reputed son, as well as of all other claimants to the government of the Carnatic, no obstacles can be opposed to such an arrangement as the British Government may deem it expedient to adopt for the affairs of the Carnatic; while the proofs of the violation of the alliance between the Company and the house of Mahomed Ally will furnish your Lordship with abundant reason, upon every principle of precautionary policy and of justice, for reducing the pecuniary stipend of the proposed successor of Omdut-ul-Omrah to the lowest scale consistent with the dignity and honour of the British Government.

7. If, therefore, upon the receipt of this Despatch, your Lordship should be satisfied of the *disposition of the Nabob Omdut-ul-Omrah's reputed son to consent to an adjustment of the affairs of the Carnatic by the treaty, on the principles of the draft which I have had the honour of transmitting to your Lordship, I authorise and direct your Lordship in council to acknowledge the reputed son of Omdut-ul-Omrah to be the heir of his father, and to conclude a treaty with him, as Nabob of the Carnatic, on the terms and conditions which I have specified.*

8. But if the reputed son of Omdut-ul-Omrah shall oppose any resistance to such an arrangement, it will be proper for your Lordship in Council to proceed to exercise the government of the Carnatic, by publishing the declaration enclosed in my separate Despatch of the 28th of May, with such additions as the change of circumstances shall have rendered necessary, adverting to the reasoning contained in the second and third paragraphs of this Despatch.

In either of these events the stipend to be granted to the reputed son of Omdut-ul-Omrah should be diminished below the standard of that proposed for his Highness; and if the Government of Fort St. George should be compelled to proceed by declaration, it will be proper that the stipend of Omdut-ul-Omrah's reputed son should be regulated by the general scale of allowance to be granted for the support of the other branches of Mahomed Ally's family.

Fort William, 4 June 1801.

I have, &c.
(signed) Wellesley.

P.S.—Your Lordship will observe that the reasoning applied in this Despatch to the reputed son of Omdut-ul-Omrah is equally applicable to any person whom his Highness may nominate to the succession. It does not appear probable that his Highness will make any other nomination than of his reputed son; but if he should proceed to any such act previously to his dissolution, the person whom he shall name his heir must be acknowledged, and a treaty concluded with him on the conditions already specified.

W.

Letter to the
Nabob.

Along with the letter of 28th May to Lord Clive there was sent a letter of same date from the Governor General to the Nabob, in which allusion in general terms is made to what had been "brought to light;" the determination which had been formed in consequence is expressed, and it concludes by stating—

"I have communicated my final opinion to Lord Clive, with my positive directions to carry into effect without delay those arrangements which the nature of the case appears to me to require for the security of the British interests in the Carnatic. Lord Clive will enter into a full explanation of all the evidence which has been discovered at Seringapatam, and will also state to your Highness the purport of the instructions which have been received from me. I request your Highness to consider Lord Clive to be fully authorised by me to terminate the requisite arrangements; and, under this view of the question, I trust that you will not expect from me any interruption to the course of those measures which I have judged

judged to be indispensably necessary, and which I have directed Lord Clive to accomplish without further reference to my authority."

When this peremptory letter arrived, Omdut-ul-Omrah was labouring under his last illness; and upon a medical affidavit to the injury which would result from its communication, it was not delivered to his Highness, but its terms were obviously intended to indicate that it would no longer be of any use to offer that opposition to the proposals of the Company with which they had hitherto been so systematically, but most naturally, met by the Nabob and his advisers.

On 5th July Lord Clive reported to the Governor General that the Nabob was not expected long to survive; and that, having been informed that means had been used to introduce armed men into the Nabob's Palace of Chepauk, he had judged it expedient to station some of the Company's troops at the palace "for the purpose of preserving order until an arrangement of the affairs of the Carnatic can be effected;" and that he had the satisfaction of informing his Lordship that the troops had taken their position "without producing any commotion on the part of his Highness's family, dependents, or troops; and your Lordship may rely that every degree of conciliation and humanity, consistent with the secure attainment of the ultimate object of this arrangement, will be observed in the further communications with the Nabob, and with every part of his Highness's family."

Troops stationed in Palace to prevent disturbance.

Omdut-ul-Omrah died on the 15th July 1801. Immediately upon receipt of the intelligence Lord Clive addressed the following written instructions to Messrs. Webbe and Close for their instant attention:—

Death of Omdut.

To J. Webbe, Esq., and Lieutenant Colonel Close.

Instructions to Commissioners.

In consequence of the death of his Highness the Nabob Omdut-ul-Omrah, it is my earnest desire, founded on the instructions of his Excellency the Governor General, that a complete adjustment of the affairs of the Carnatic should be made with the least practicable delay.

The nature of the evidence which has been obtained of the violation of the alliance by the Nabobs, Mahommed Ally and Omdut-ul-Omrah, and the course of reasoning upon the condition in which the family of their Highnesses has, by that discovery, been placed in relation to the British Government, are subjects so familiar to you, that any particular instructions from me with regard to the principles, or to the detailed considerations of the question, appear to be superfluous. It will be sufficient for me, therefore, to state that the death of the Nabob has produced no change in the principles by which it will be proper to regulate the conduct of the British Government towards the family of his Highness; but in the application of those principles to the actual state of affairs, I judge it to be of the greatest importance to the national character, as well as the critical state of our affairs, that the arrangement of the affairs of the Carnatic should be adjusted by an amicable negotiation.

I accordingly depute you to conduct this negotiation, and hereby authorise and empower you to exercise your own discretion, for the purpose of carrying into effect my intentions, and the instructions of his Excellency the Governor General.

The officer commanding the forces at Chepauk will obey such orders as he may receive from you.

I am, &c.
(signed) Clive.

Messrs. Webbe and Close immediately repaired to the palace, where they were met by some of the principal persons in the service of the late Nabob. It is not of importance to enter upon all the details of what took place on this and subsequent days, but there are some passages in the Commissioners' Report of the proceedings, which are extremely useful, as showing distinctly the object of the interviews, and nature and effect of the proposals which were made:—

Commissioners' Proceedings.

Carnatic Papers, 1802, p. 8.

15 July 1801.

Commissioners' Proceedings.

In conformity to your Lordship's instructions, we proceeded to the palace of Chepauk, having previously caused a message intimating our approach to be communicated through the channel of Lieutenant Colonel M'Neil to the principal officers of the late Nabob Omdut-ul-Omrah.

On our arrival at Chepauk we were received by Najeeb Khan, Tukhia Ally Khan, Kadir Nawas Khan, and Mr. Thomas Barrett, who introduced themselves as the principal officers of the government of his Highness Omdut-ul-Omrah. Najeeb Khan appeared to hold no distinct office, but to have been a companion of the family since the time of Anwar-ul-Deen Khan, and to have been consulted generally on all occasions of interest to the Nabob of the Carnatic. Tukhia Ally Khan was intrusted with the military affairs of the late Nabob. Kadir Nawas Khan superintended the general and internal departments of his

his Highness's government. But the most important part of his Highness's government, the administration of the revenues of the Carnatic, had been intrusted to the charge of Mr. Barrett. As that branch of the Nabob's government affected more particularly than any other the rights and interests of the Company, we judge it to be proper to explain to your Lordship that Mr. Barrett is of the lowest tribe of native Portuguese, equally destitute of education, manners, and knowledge.

Nabob's will appointing Ally Houssain his successor.

We inquired whether any particular arrangement had been made by the Nabob for the administration of the affairs of his government, in the event which had recently occurred; and having been informed that an authentic will, under his seal and signature, had been left by Omdut-ul-Omrah, we desired that it might be produced. Najeeb Khan, who directed the conversation, made the usual objections, founded on the recency of the Nabob's death, on the necessity of allowing a sufficient interval of time for the ceremonies of the occasion, and on the decorum of postponing to open the will until the heir appointed should be at liberty, in conformity to the usual practice, to attend to the transaction of public business. We replied, that the British Government was aware of the prevailing usages observed by the professors of the Mahommedan religion on all ordinary occasions of this nature; that your Lordship could have no wish that those usages should be unnecessarily transgressed; but that the affairs of a great government, on which our request was founded, could not be regulated by the ordinary practice of individual families. Having in consequence been informed that the Nabob had appointed his reputed son (Fadj-ul-Omrah, commonly called Ally Houssain) to be his sole heir, we again urged the necessity of producing the will, and requested that the young man should be introduced to us. The Khans having retired to consider this demand, we learned, during a desultory conversation with Mr. Barrett, that the Nabob Omdut-ul-Omrah had become acquainted with the intention of Hussum-ul-Mulk to employ an armed force at the palace of Chepauk, for the accomplishment of his views at the expected termination of his Highness's life; that the measure of stationing a body of the Company's troops for the protection of the family had in consequence been entirely acceptable to his Highness, and (to use his own figurative expression) that the security derived from that arrangement had been the means of prolonging his Highness's life.

Houssain Ally introduced. Will exhibited.

The Khans, having been joined by Mr. Barrett, returned, assenting to our request; and after a short delay, the young man was introduced, with the will in his hand. The will, having been opened and read by Kadir Nawas Khan, was found to be an authentic instrument, expressing in clear, distinct, and explicit terms, the will of the Nabob Omdut-ul-Omrah, that his reputed son (Ally Houssain) should succeed him in the possession of all his rights, possessions, property, and in the sovereignty of the Carnatic. The will also appointed Mahemmed Najeeb Khan, Salar Jung, and Tukhia Ally Khan, to assist the reputed son of Omdut-ul-Omrah in the administration of his affairs.

The will having been read, we excused ourselves to Ally Houssain for an intrusion which although unseasonable, was indispensably necessary; and he immediately retired, returning expressions of civility.

Interview with Khans.

On the departure of Ally Houssain, we requested a private conference with the two Khans only, who had been appointed by the will of Omdut-ul-Omrah to assist the counsels of his son.

The Khans were informed of the nature of the documents discovered at Seringapatam, and some of the documents were produced. They expressed their surprise at the charge; pointed out the impossibility of its being true; and offered, upon being furnished with the evidence, to supply explanations and counter-proofs, upon which the Company might form a more correct judgment. It was not of course convenient to agree to such a proposition:—

Carnatic Papers, 1802, p. 10.

"This discourse being apparently intended to confound the object of our deputation, we stated to the two Khans, that in cases of *disputed points between independent powers* neither party could erect itself into a judge of the conduct of the other party; that on those questions an appeal could be made only to the general practice of the nations of the world; and that such differences could only be decided by the means possessed by each party respectively to provide for its own security; that, with respect to the present case, the most abundant proofs were in the possession of the British Government, of the violation of the alliance between the Company and the late Nabob, and particularly of the express stipulations of the Treaty of 1792; that the British Government, being *satisfied of the sufficiency of those proofs*, had no intention of constituting itself a judge of the conduct of its ally; but that, being prepared to appeal, if necessary, to the established maxims of the public law of nations, it had resolved to demand from the late Nabob, Omdut-ul-Omrah, *satisfaction for his violation of the alliance, and security for its rights and interests* against the future operation of his Highness's hostile councils; and the indisposition, which had terminated in the death of the Nabob Omdut-ul-Omrah, had prevented the execution of the Governor General's orders for this purpose; and although his Highness's right to the support and friendship of the Company had been entirely cut off by his violation of the alliance, the British Government, being still desirous of preserving the connection so long subsisting, could be disposed to extend those sentiments to the reputed son of Omdut-ul-Omrah, if an adequate security could be established for the rights of the Company in the Carnatic, through the channel of an amicable adjustment."

Ibid p. 11.

"After some further conversation, and the day being advanced, the Commissioners took their

their leave, assuring the Khans, 'in the most unequivocal terms, that *on the answer which they intend to give to our proposition would depend whether the British Government would acknowledge the claims of the reputed son of the late Nabob Omdut-ul-Omrah to the support of the Company, or whether the British Government should proceed to take such measures as it might deem to be expedient for the security of its rights and interests in the Carnatic.*'"

Another meeting took place on the following day; and after some preliminary communings, the report contains this most important passage, which may with all confidence be said to contain the elements for removing every difficulty felt by the Directors of the Honourable Company on the subject of the claims of his present Highness Prince Azeem Jah :—

"We proceeded accordingly to state to the Khans the *inconveniences* which had been experienced from the effects of a *divided Government*; the difficulty of applying, under such a system, the resources of the Carnatic to the exigencies of the public service; and the impossibility of introducing a regular form of internal government, until the defects of the existing system should be corrected. We then informed the Khans, that the only remedy applicable to the errors of the present government of the Carnatic, was the substitution of one permanent authority, in lieu of the fluctuating authority which had hitherto subsisted; that the appropriation of the resources of the Carnatic, during the government of the Nabob, and under the pressure of actual war, had been found from experience to be incompatible with the objects of the alliance; and therefore *the only adequate security for the right and interest of the British Government in the Carnatic against the dangers with which they have been menaced, was the entire and exclusive administration of the civil and military government of the Carnatic.* We accordingly informed the Khans, that *this condition would form the basis of the arrangement which it was our intention to propose to them.* Najeeb Khan observed, that such a proposition was calculated to frustrate the professed object of the arrangement; for, if the entire government of the Carnatic should be transferred to the hands of the Company, *the station of Nabob of the Carnatic would be annihilated.* We replied to the Khans, that the condition now proposed actually existed in the Treaties of 1787 and 1792; and that, although the entire civil and military government of the Carnatic had been transferred under the operation of that condition to the exclusive administration of the Company, no doubt was entertained that *the rank and dignity of Mahommed Ally and Omdut-ul-Omrah, as the Nabobs of the Carnatic had been preserved;* we therefore drew this conclusion, that the rank and dignity of the Nabob of the Carnatic could not be injured by extending the operation of that condition; and that the object of proposing an amicable adjustment, instead of proceeding to exercise the rights acquired by the British Government, was *manifestly founded on the desire of preserving to the family the rank, dignities, and splendour of the Nabobs of the Carnatic.* The Khans admitted this argument to be conclusive; but without coming to any determination on the fundamental proposition stated by us, appeared to be desirous of knowing the general outline of the arrangement which it was in the contemplation of the British Government to establish. We thought it expedient to satisfy, by describing the principal parts of the plan intended by your Lordship and by the Governor General, in the event of an amicable adjustment of affairs; but we apprised the Khans, at the same time, that the intended arrangements with respect to the family affairs and dependents of Omdut-ul-Omrah, would be regulated by the acceptance or rejection of the *fundamental proposition*; for in the one case the British Government would be at liberty to consult the dictates of moderation, liberality, and friendship, but in the other case it would be compelled to adopt such measures of precaution for the security of its rights and interests as the hostile conduct of Omdut-ul-Omrah had justified, and as would be rendered necessary by the perseverance of his reputed son in the spirit of those councils."

Carnatic Papers, 1802, p. 12.

Some further conversation ensued, and an appointment was made for an interview with Ally Houssain. This interview did not take place till two days later, when the Khans having withdrawn, the young man stated with much anxiety that he had been deceived by them.

Interview with Ally Houssain.

"The entire substance of the conferences was recapitulated to Ally Houssain, the nature of the proofs of the violation of the alliance was distinctly described, and the extent of the security required by the British Government concisely explained." The young Prince, after a desultory conversation of some length, at last proposed "that a treaty should be prepared by us," upon the basis of vesting the entire civil and military government of the Carnatic in the hands of the Company; and stated that he would be ready to execute the instrument, with or without the consent of the Khans, at another separate conference, which was appointed for the next day.

Carnatic Papers, 1802, p. 19.

At the interview, however, held upon the following day, Ally Houssain withdrew his acquiescence. He was conveyed to a tent to meet with Lord Clive, apart from his attendance and advisers, where he stated that he considered it to be totally incompatible with his interests and honour to accede to the proposition on the basis of which he had agreed to conclude the treaty. He was remonstrated with, and informed that "*the alternative choice was either to become the acknowledged Nabob of the Carnatic, or one of the many pensioners dependent on the bounty of the Company;*" and the suspicion was expressed, that he might be influenced in his determination by interested persons, who "would be desirous of

Ally Houssain declines proposals.

Carnatic Papers, 1802, p. 20.

of sacrificing the permanent interests and honour of his family to the attainment of their immediate advantage" (implying that the subscription to the treaty would secure the interests and honour of the family in permanence); and after being interrogated whether he clearly understood the consequences of his determination, Lord Clive, "with concern for himself individually, now apprised him that his future situation would be that of a private person hostile to the British interests, and dependent on the bounty of the Company. This declaration Ally Houssain received with a degree of composure and confidence which denoted that he acted from no impression of fear; and a smile of complacency which appeared on his countenance throughout this discussion, denoted an internal satisfaction at the line of conduct he was pursuing."

Negotiation opened with Azeem ul Dowlah.

The negotiation being thus closed on the part of Ally Houssain, Lord Clive directed the Commissioners to open, if possible, a negotiation with Prince Azeem ul Dowlah, the son of Ameer ul Omrah, and grandson of Mahommed Ali.

Carnatic Papers, 1802, p. 22.

"Endeavours were accordingly used to establish a communication with him; but it was found that so strict a watch had been established over him by the adherents of Omdut-ul-Omrah, that no means appeared to be practicable for opening a private communication with him: while any attempt to effect it by open means appeared liable to the serious objection of precipitating the fate of the young Prince. July 22d.—In this situation of things, it was reported to your Lordship by the officer commanding the troops at Chepauk, that Najeeb Khan and Tukhia Ali Khan had already performed the ceremony of installing Ally Houssain in a private manner on the Musnud of Arcot, and that they had resolved to instal him in a public manner on the following day. Your Lordship resolved to prevent a measure calculated to produce immediate commotion in the provinces of the Carnatic;" for which purpose the troops already commanding the entrance took possession of the palace, removed all the guards of the late Nabob, and placed a guard of honour about Azeem ul Dowlah, by which means Lord Clive's object of communication with him was secured. The objects of the Company were speedily explained to him, and the conversation had, at the interview which took place, "ended in a declaration of the Prince Azeem ul Dowlah of his acknowledgment of the right acquired by the Company under the discovery made at Seringapatam, and of his readiness to afford, in the event of his elevation to the Musnud, that satisfaction and security which your Lordship and the Governor General had deemed to be necessary to the preservation of our interests in the Carnatic. Having accordingly described to the Prince the entire outline of the arrangement proposed for the settlement of the affairs of the Carnatic on the basis of this proposition, it was agreed the arrangement should be prepared in the form of a treaty, to be discussed at an interview appointed for the next day."

Azeem agrees to stipulations.

Carnatic Papers, 1802, p. 23.

Treaty adjusted.

Accordingly, upon the following day a meeting was held, at which the Commissioners produced the draft of the treaty, the terms of which were then discussed and adjusted.

Carnatic Papers, 1802, p. 24.

"In concluding our report of this conference (the Commissioners say), we cannot omit to state to your Lordship the impression made on our minds by the decorous deportment, moderation, and good sense by which Azeem ul Dowlah distinguished himself upon his sudden elevation from a state of penury and wretchedness, to the possession of princely magnificence, honours and rank. July 26th.—This morning we had the satisfaction of presenting his Highness the Prince Azeem ul Dowlah in a formal manner to your Lordship, and of subsequently conducting him as the ostensible future Nabob of the Carnatic to the Ameer Baugh, the residence of his Highness' father, the late Ameer ul Omrah."

Lord Clive reports to Governor General.
Carnatic Papers, 1802, p. 70.

On the following day (27th July), Lord Clive addressed a Despatch to the Governor General, detailing what had taken place. This letter, recapitulating various circumstances, bore that the object which the Company had in view, and for which it deemed itself warranted in exercising an act of power, was the attainment of an adequate security for its rights and interests in the Carnatic. After mentioning the failure of the negotiation with Ally Houssain, and that the attainment of an adequate security through him had been rendered impracticable under his Lordship's last instructions, Lord Clive adds,—

Ibid. p. 72.

"But the spirit of your Lordship's provisional orders, under date the 26th of March 1800, is still applicable to the actual circumstances in which the affairs of the Carnatic have now been placed. Considerations independent of those connected with our external relations are suggested by the state of our domestic affairs. The rebellion in the Southern Provinces has assumed a more formidable aspect than could have been expected; and although the force assembled is, I trust, sufficient for the suppression of it, the movement of troops required for that purpose has unavoidably so reduced the appointed force of the provinces, as to render extremely inconvenient any measure calculated to augment the number of disaffected persons."

After alluding to the propriety of conciliating the affections of the Mussulmen, Lord Clive goes on to say that,—

Ibid. p. 73.

"Every consideration of our general policy of expediency with respect to our external relations, and of prudence with regard to our internal tranquillity requires, in my judgment, that the

the actual establishment of our security, on the basis of right to exercise the entire civil and military government of the Carnatic, should be accompanied by the gracious and conciliatory measure of *establishing a branch of the house of Mahommed Ally* in a degree of rank and splendour suited to its long subsisting connexion with the Company, and consistent with the actual circumstances of the Carnatic."

Lord Clive then proceeds to mention that he had opened a negotiation with Azeem ul Dowlah, and that he had the honour of acquainting his Lordship that the negotiation had been brought to a successful determination; and he enclosed the draft of the treaty which Azeem ul Dowlah had bound himself to execute formally.

Here, perhaps, the inquiry may not unnaturally be made--If the Company had power to raise to the Musnud of the Carnatic Prince Azeem ul Dowlah, instead of the person who was considered and transacted with as the rightful heir, was there any reason why the Company should not have declined to raise any person whatever to the throne; for, if they had the power to select the person who was to succeed, had they not equally the power to deny the claim of every one, and so to assume into their own hands every right and title which the Nawaubs formerly held? And this observation may not, at first sight, seem to be so entirely destitute of reason, as it will immediately be shown to be, when it is considered what was the position in which Azeem ul Dowlah was found. His father, Ameer ul Omrah, the second son of Mahomed Ali, had been, as already stated, the favoured son of his father, whose wish was, that he should succeed him in the sovereignty. When he died does not appear; but at his death, Mahomed Ali had taken possession of his property, which was very large. What at that time was done with the boy is not anywhere stated; but it is not improbable that, upon his grandfather's death, Azeem was, if not thrown into confinement, at least kept under strict surveillance. At all events, at the death of Omdut, he was found in a hovel in great indigence, and in custody of the Nabob's guards. Whatever may have been the thoughts of other people, he had not himself apparently raised his eyes to the throne, and could in no sense have been considered to be a claimant to the vacant Musnud, for his subsequent elevation to which he uniformly afterwards expressed his deepest gratitude to the Company. Why, then, was he elevated?

Might Company have declined to acknowledge any successor?

The answer is obvious.

(1.) In the first place, it is by no means clear that the Company could have ventured at that time to carry out into execution, at least undisturbed, such an act of power as *depriving the country of its constitutional head*. This is partly shown by what is stated in the above Despatch; but what is there stated was merely a portion of the difficulties into which they would necessarily have been plunged by such an exercise of power. To have suppressed the Nabobship would at once have been to have aroused the hostility, not merely of all the Princes of the blood royal, but of the whole native population of the Carnatic; and the fires of revolt would, at the call of some chief, have burst out in every district of the province. Not only so; but it would at once have brought into the field some of the great native powers, such as the Mahrattas, who would naturally have foreseen in such an act a blow struck which was ultimately to reach themselves. The British Government would, therefore, have been immediately involved in an alarming, and, perhaps, fatal war, where they would necessarily have been deprived, from the nature of the case, of all native support.

Reasons why they could not.

(2.) But such a proceeding would have been a direct outrage upon those laws by which nations are regulated in their dealings with each other. Even admitting, to the fullest extent, that the correspondence with the Sultan of Mysore had indicated the most perverse hostility to the British power, the whole extent to which that could properly have gone, would only have been to have terminated the alliance; and certainly, in no point of view, would it, according to ordinary usages, have even terminated that alliance without a previous demand for explanations. But, in the circumstances as they stood, the English Company could not have been justified in venturing upon such a flagrant act as stamping out the kingly name and dignity of their ally without doing an act of outrage and iniquity which would have involved the British name in universal infamy; and it is clear enough, even from the papers in this case, that the Company were fully alive to the importance of maintaining their credit with the native powers, and even before the whole world.

(3.) But the abolition of the Nabobship was not in the least one of the objects for which the Company were desirous. In the whole course of their voluminous

correspondence, such an idea never escapes them. The object which they had in view was, as has been again and again stated, simply the attainment of a proper security for the interests which they had created for themselves in the Carnatic. To attain this end they had even stretched a point. But if they succeeded in obtaining the elevation of one willing to make concession of their demands, they insured, in the first place, the attainment of their object, with every appearance at least of lawful authority; and, in the next place they avoided the dangers which any act of usurpation or of violence would necessarily have occasioned. Hence it was that the Company resolved to lend its "assistance" to elevate Azeem ul Dowlah, who had declared himself willing to accede to their demands; and the very circumstance of the condition in which he was, and of his being no claimant to the throne, was all the stronger inducement, inasmuch, as by every feeling of gratitude, he would necessarily be tied all the more strongly to the Company.

What was done.

The case being thus relieved of the consideration of what *might* have been done, it is brought back to the consideration of what, in point of fact, *was* done. And reserving observations to an after stage, what followed, as appearing from the Despatches and other documents, will now be presented; from which it will be seen that the succession having been gently "sided" on to another branch of the family, Azeem ul Dowlah succeeded to the sovereignty of the Carnatic, and acquired the whole rank, title, and status which to the Nawaubs had previously belonged.

Azeem succeeds to the full Sovereignty of the Carnatic.

Installation.

The installation of Azeem ul Dowlah took place with the usual ceremonies on the 31st day of July 1801. Upon the same day the treaty was formally signed. It was in substance the same as the draft which had been transmitted by the Governor General to be adjusted with the late Nawaub, Omdut-ul-Omrah. The arrangement and expression of the articles were slightly altered; but the only material differences upon the treaty were what necessarily arose out of Azeem ul Dowlah's accession. In ordinary circumstances, it is not usual in a treaty between two powers to introduce acknowledgments or guarantees, by one of them, of the other's rank or succession. In the present case, however, the condition upon which the Prince had agreed to subscribe the treaty, necessitated a clause of guarantee by the Company, and some mention, consequently, of the circumstances in the preamble. The following is the treaty as so signed, the new clauses referred to being indicated by brackets:—

Treaty of 1801.

TREATY for settling the Succession to the Subahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants trading to the East Indies.

Carnatic Papers,
1802, p. 22.

WHEREAS the several treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses, heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the treaty concluded on the 12th of July 1792, with the late Nabob Walajah, relinquish extensive pecuniary advantages acquired by the previous treaty of 1787, with the view and on the condition of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the treaties heretofore concluded between them; and whereas the musnud of the subahdarry of the territories of Arcot has now become vacant; and whereas the right of Prince Azeem ul Dowlah Behauder, founded upon the hereditary right of his father the Nawaub Ameer ul Omrah Behauder, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic, has been acknowledged by the English East India Company; and whereas the said Company, and his said Highness the Prince Azeem ul Dowlah Behauder, have judged it expedient that a new treaty shall, at this time, be executed, for the purpose of supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties on a permanent basis of security in all times to come: wherefore the following treaty is now established and concluded by the Right Honourable Edward Lord Clive, Governor in Council at Fort St. George, by and with the sanction and authority of his Excellency the Most Noble the Marquis Wellesley, K. P., Governor General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part; and by his Highness the Nabob Walajah Ameer ul Omrah Modaur ul Mulk Ameer ul Hind Azeem ul Dowlah Behauder Shokut Jung Sepah Salar, Nabob Subahdar of the Carnatic, on his own behalf, on the other part, for settling the succession to the subahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

ARTICLE I.

ARTICLE I. *The right of the Nabob Azeem ul Dowlah Behauder, to succeed to the state and rank, and the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Honourable East India Company to his said Highness Azeem ul Dowlah Behauder, who has accordingly succeeded to the subahdarry of the territories of Arcot.*

ARTICLE II. *Such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nabobs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.*

ARTICLE III. The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nabob Azeem ul Dowlah Behauder; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation, the said Nabob Azeem ul Dowlah stipulates and agrees, that he will not enter upon any negotiation or correspondence with any European or native power, without the knowledge and consent of the said English Company.

ARTICLE IV. It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity), shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nabob, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature.

ARTICLE V. It is hereby stipulated and agreed, that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nabob and of his own immediate family, including the Mahal to his Highness the Ameer ul Omrah. The said fifth part shall be paid by the Company, in monthly instalments of 12,000 star pagodas; and whatever circumstance may occur, affecting the net revenues of the Carnatic, the said instalments shall not be less than 12,000 star pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nabob, consistently with the principles of the said alliance.

ARTICLE VI. The fifth part of the revenues, as stated in the preceding article, shall be calculated and determined in the following manner, viz.: all charges, of every description, incurred in the collection of the revenues, the amount of the Jaghire lands, stated in the ninth article in the treaty of 1787 at star pagodas 2,13,421, and the sum of pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ally, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the Polygar Peshcush, which shall always be calculated at the sum of 2,64,704 star pagodas 20 fanams 26 cash, according to the treaty of 1792) shall be allotted for the maintenance of the said Nabob, and for the support of his Highness's dignity.

ARTICLE VII. Whereas it was stipulated by the fourth article of the treaty of 1782, that the sum of 6,21,105 star pagodas should annually be applied to the discharge of certain registered debts, due by the late Nabob Mahomed Ally to his private creditors, under agreements concluded between his Highness and the Honourable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated, the Honourable English Company, accordingly, hereby charges itself with the annual payment of 6,21,105 pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE VIII. Whereas certain debts are due to the said Company by the ancestors of the said Nabob; and whereas it is expedient, in order that the present treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob, that an adjustment should be made of the aforementioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting, with its interest, to 13,24,342 star pagodas 6 fanams 47 cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed schedule), to be just debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nabob hereby engages, that whenever the said determination shall be made, his Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not, however, the intention of this article to cause any diminution from the fifth part payable to the said Nabob; but, on the contrary, it is specified, that no deduction shall be made from the revenue, on any account whatever,

whatever, excepting the three items stated in the sixth article, previously to the determination of his Highness's proportion.

ARTICLE IX. The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of his late Highness's government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nabob, in such a manner as shall be judged proper.

ARTICLE X. *The said Nabob Azeem ul Dowlah Behauder shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to his Highness's rank and situation, as on ally of the British Government; and a suitable guard shall be appointed from the Company's troops for the protection of his said Highness's person and palace.*

ARTICLE XI. The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, his said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in concert with his Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as his Highness may, in consequence of this article, engage in his service, shall be paid to the exclusive cost and charge of the said Nabob.

ARTICLE XII. The Honourable East India Company shall, in conformity to the stipulations of this treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July 1801; and his said Highness the Nabob shall issue orders to all his civil and military officers to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers, belonging to their respective cutcherries or offices.

This treaty, consisting of 12 articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and his Highness Azeem ul Dowlah on the other part, is hereby mutually interchanged; the said Edward Lord Clive engaging that a copy of the said treaty shall be transmitted to Fort William, for the purpose of being ratified by his Excellency the Most Noble the Marquis Wellesley, Governor General in Council; and that as soon as the ratified treaty shall be received from Bengal, it shall be delivered to his said Highness, who will then return to his Lordship the copy which he now receives.

In the handwriting of Azeem ul Dowlah :—

(God is gracious.)

I, Azeem ul Dowlah, having perused and fully comprehended the several articles of the above treaty, have approved and consented to the whole of the said articles. In witness whereof I affix my proper signature.

The Beiz of Azeem ul Dowlah.

SEPARATE AND SECRET ARTICLE.

Whereas his Highness the Nabob Azeem ul Dowlah, by the 8th article of the treaty now concluded, has acknowledged the debt called the Cavalry Loan, due by his Highness's family to the said Company, amounting to pagodas ; and whereas no account has been yet taken of the public treasure of the late Government, it is stipulated and agreed, that his Highness the Nabob Azeem ul Dowlah shall immediately enter upon an investigation of the state of the public accounts and treasure; and that if, in communication with the British Government, the said treasure shall be found adequate to the purpose, a portion of it shall be immediately applied to the entire liquidation of the said debt called the Cavalry Loan, in ready money.

In the handwriting of Azeem ul Dowlah :—

(God is gracious)

I approve and consent to this separate and secret article. In witness whereof I affix my proper signature.

The Beiz of Azeem ul Dowlah.

Of the same date the following proclamation was issued, which is extremely valuable as an exponent of the treaty :—

COPY of ORDERS published to the Settlement of Fort St. George, dated 31 July 1801, relative to the Treaty between the Company and *Azeem ul Dowlah*.

PROCLAMATION.

Proclamation.

Revenue Department.

Carnatic Papers,
p. 89.

I. WHEREAS the object of the connexion subsisting between the Honourable Company and their Highnesses, heretofore Nabobs of the Carnatic, was intended to cement the union and alliance between the contracting parties, and to establish, on a solid foundation, the security and rights of the said contracting parties in the territories of the Carnatic; and whereas the several engagements concluded for that purpose *have failed to answer the intention of the contracting parties*, whereby the form of government throughout the provinces of the Carnatic has been subjected to changes injurious to established opinions, to general confidence, and to permanent prosperity; and *whereas the Musnud of the subahdary of the territories of Arcot having become vacant*, his Highness the Nabob Walajah Ameer ul Omrah, Madar ul Mulk, Ameer ul Hind, Azeem ul Dowlah, Shewkul Jung Sepah, Salar Anweer ud Deen Khan Behauder, *has succeeded by the hereditary rights of his father, and by the full acknowledgment of the Honourable Company, to the possession of the said musnud*: wherefore his said Highness the Nabob Azeem ul Dowlah Behauder, and the said Company, being *desirous of correcting such errors* as have been heretofore introduced into the Government of the Carnatic, and of *supplying the defects of all former engagements* between the said contracting parties; and being also anxious to give full vigour and efficiency to the Government of the Carnatic, with a view to fix the rights of the people and the interests of the State on a broad and stable foundation, *have mutually, and of their own accord, agreed*, by a treaty, bearing date the 31st of July 1801, that all former provisions for securing a partial or temporary interference on the part of the Honourable Company in the government, or in the administration of the revenues of the Carnatic, shall be entirely annulled; and that, *in lieu thereof*, a permanent system for the collection of the revenue, and for the administration of civil and criminal judicature, under the sole and undivided authority of the Honourable Company, shall be established throughout every village, purgunnah, and province, of the entire territories of the Carnatic.

II. Now proclamation is hereby accordingly made to all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of every description of the Carnatic, that the Honourable Company have, by the treaty above mentioned, acquired a perfect right to ascertain, determine, and establish rights of property, to fix a reasonable assessment upon the several purgunnahs and villages of the Carnatic, and to secure a fixed and permanent revenue, to be collected and accounted for by such officers as shall from time to time be appointed for that purpose by the said Company. And it is further published and declared, that the said Company have also acquired a perfect right to establish courts for the due administration of civil and criminal judicature, under the sole authority of the said Company, which said courts shall be conducted by officers to be appointed from time to time by the said Company, under such ordinances and regulations as shall from time to time be enacted and published by the Governor in Council of Fort St. George.

III. And whereas his said Highness the Nabob Azeem ul Dowlah Behauder has divested himself, by the treaty above mentioned, of all control, authority, or interference in the collection of the revenue, or in the administration of civil and criminal judicature: wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are hereby required to take notice of the same accordingly. And it is hereby further proclaimed and declared, that the engagement now entered into between the contracting parties for the purposes above mentioned, are unconditional, and *liable to no change whatever*. Therefore, the said zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are required to take notice, that the right and power of fixing and collecting the revenue, as well as of administering civil and criminal judicature throughout the provinces, purgunnahs, and villages of the Carnatic, are vested in the said Company alone, *as long as the sun and moon shall endure*.

IV. Wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, officers, and inhabitants of the Carnatic, are severally and collectively required by *virtue of the rights and powers acquired to the said Company by compact with the present lawful Nabob of the Carnatic*, his Highness the Nabob Azeem ul Dowlah Behauder, to yield due obedience to such officers as may be appointed, and to such ordinances or laws as may be enacted by the said Company alone, for the administration and government of the territories of the Carnatic, and in all time to come.

V. Although the Right Honourable the Governor in Council trusts that the experience which the inhabitants of the Carnatic have already had, will have rendered it unnecessary for his Lordship to explain the general principles of moderation, justice, protection, and security, which form the characteristic features of the British Government; yet his Lordship, in accepting the sacred trust transferred to the Company by the present engagements, invites the people of the Carnatic to a ready and cheerful obedience to the authority of the

Company,

Company, in a confident assurance of enjoying, under the protection of public and defined laws, every just and ascertained civil right, with a free exercise of the religious institutions and domestic usages of their ancestors.

By order of the Right Honourable
the Governor in Council.

(signed) J. Webbe,
Chief Secretary to Government.

Fort St. George, 31 July 1801.

A declaration of what had taken place was also of the same date, subscribed and transmitted to the Governor of Bombay, the Governor of Ceylon, and to the Residents at Poonah and Hyderabad. The following is the letter which was addressed on that occasion to the last mentioned:—

Carnatic Papers,
1802, vol. i., p. 67.

To Captain J. A. Kirkpatrick, Resident at Hyderabad.

Sir,

I AM directed by the Right Honourable the Governor in Council to inform you that his Highness the Nabob Omdut-ul-Omrah, Nabob Soubahdar of the Carnatic, died on the 15th ultimo, at this place.

Previously to that event, it was the intention of his Lordship in Council, founded on the instructions of the Governor General in Council, to have demanded from his Highness a more adequate security for the British interests in the Carnatic, rendered necessary by the discovery of a flagrant violation of the ties of amity and alliance on the part of their late Highnesses the Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah. This intention was suspended at the time it became expedient for the Governor in Council to make the demand, by the continued state of debility of the Nabob Omdut-ul-Omrah, and at length frustrated by his Highness' demise.

This demand for satisfaction and security having been peremptorily refused by Tadj-ul-Omrah, the reputed son and heir appointed by the will of the Nabob Omdut-ul-Omrah, the Governor in Council has been compelled to exercise the rights acquired by the British Government, under the discovery of his Highness' faithless conduct, for the purpose of guarding the rights of the Company against the hostile councils which appear to have been transmitted, with testamentary care, to the appointed successor of that Prince.

In proceeding to exercise these rights, the Governor in Council would have felt great concern at the necessity of publishing all the humiliating proofs of the faithless and hostile conduct of these ancient allies; and although his Lordship in Council has been compelled by the persistence of the Nabob Omdut-ul-Omrah's reputed son, in the spirit of his father's councils, to reject his claims to the support of the British Government, founded on the intended obligations of the Treaty of 1792, of which the vital spirit and express stipulations have been annihilated, I have much satisfaction in acquainting you, by command of the Governor in Council, that his Lordship has been enabled, by a treaty concluded on the 31st ultimo, to receive the alliance between the Company and this illustrious family, and to establish the British rights and interests of the Carnatic on the solid foundation of territorial security.

The course of these events is particularly described in a declaration of which I have the honour of transmitting a copy for your information, and am directed to refer you to that paper for the grounds of the measure adopted by this Government, in the event of any explanation on this subject being required from you by the Court of Hyderabad.

I have the honour of adding, that his Highness the Nabob Wallajah Amur ul Omrah, Madar ul Mulk, Ameer ul Hind, Azeem ul Dowlah, Showkeet Jung, Separ Salah, Anweer o deen Khan Bahadar, was installed on the 31st ult., as Nabob Soubahdar of the Carnatic, on the musnud of his ancestors, with every practical degree of splendour and of public respect from the British Government.

I have, &c.
(signed) J. Webbe,
Chief Secretary of Government.

Fort St. George, 31 July 1801.

Declaration.

The declaration referred to the long and intimate alliance which had subsisted, the treaties which had been contracted, the correspondence which had been discovered, the deductions which were drawn from it, winding up with—

1802. Papers,
p. 41.

"The Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah have violated the said stipulations, and have thereby forfeited all the benefits of the said alliance; and the Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah having violated the said stipulations for the express purpose of establishing an union of interests with Tippoo Sultaun, thereby placed themselves in the condition of public enemies to the British Government in India."

The declaration then proceeds, in the course of reasoning which had been resolved upon, and expresses that, in proceeding to exercise the rights imagined to arise, "it was painful to the British Government to be compelled to expose to the world all these humiliating proofs of the ingratitude and treachery of the Nabobs;" but that the British Government was desirous of consulting its own dignity, and had intended to have made formal commu-

nication

nication to the late Nabob of the proofs of his breach of the alliance, "with the view of obtaining a satisfactory security for the rights pledged to the Company in the Carnatic."

It then proceeds to argue that the reputed son of Omdut-ul-Omrah had "succeeded to the condition of his father," which condition was that of a public enemy; but that, in pursuance of the principles by which the British Government had been actuated, it had been within his power "to form, by means of an amicable adjustment, *that satisfaction and security* which the hostile and faithless conduct of his supposed father had entitled the British Government to demand, and which the dictates of prudence and self-defence compelled him to require. Then mentioning that he had opposed a determined resistance to this demand, it concludes:—

Frustrated in the hope of obtaining from the reputed son of the Nabob, Omdut-ul-Omrah, reparation for its injuries and security for its rights, the British Government is now reluctantly compelled to publish to the world the proofs of this flagrant violation of the most sacred ties of amity and alliance by the Nabobs Mahomed Ally and Omdut-ul-Omrah, and the hereditary spirit of enmity manifested by the reputed son of Omdut-ul-Omrah to the interests of the British Government. The duty and necessity of self-defence require the British Government, under the circumstances of this case, to exercise its power in the attainment of an adequate security for its rights; justice and moderation warrant that the family of Omdut-ul-Omrah shall be deprived of the means of completing its systematic course of hostility; wisdom and prudence demand, that the reputed son of Omdut-ul-Omrah shall not be permitted to retain possession of resources dangerous to the tranquillity of the British Government in the Peninsula of India.

Wherefore the British Government, still adhering to the principles of moderation, and actuated by its uniform desire of obtaining security for its rights and interests in the Carnatic, by an arrangement founded on the principles of the long subsisting alliance between the Company and the family of the Nabob Mahomed Ally, judged it expedient to enter into a negotiation for that purpose with the Prince Azeem ul Dowlah Behauder, the son and heir of Azeem ul Omrah, who was the second son of the Nabob Mahomed Ally, and the immediate great-grandson, by both his parents, of the Nabob Anwer ul Deen Khan, of blessed memory. And his Highness the Prince Azeem ul Dowlah Behauder having entered into engagements for the express purpose of reviving the alliance between the Company and his illustrious ancestors, and of establishing an adequate security for the British interests in the Carnatic, the British Government has now resolved to exercise its rights and its power, under Providence, in supporting and establishing the hereditary pretensions of the Prince Azeem ul Dowlah Behauder in the Soubahdarry of the territories of Arcot, and of the Carnatic Payen Ghaut.

Mr. Kirkpatrick's answer was dated 21st August.

Joseph Webbe, Esq., Chief Secretary of Government, Fort St George.

1803. Papers,
p. 68.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 31st ultimo, apprising me of the decease, on the 15th of that month, of his Highness the Nawaub Omdut-ool-Omrah, and of the succession of his Highness Ameer ool Omrah, Azim ool Dowlah, &c. &c., to the vacant musnud.

The news of the death of the late Soobahdaur of the Carnatic excited, as might be expected, a certain degree of curiosity at this court, as to the line of succession that might eventually be adopted by the Company's government; the inquiries respecting which, the copious details given in the interesting document enclosed in your letter, enable me to answer in the most satisfactory manner.

No explanation on this delicate and important subject has, or in all probability will be, directly required from me by this Government, while it nevertheless will thankfully receive whatever communications I may think proper to make on this occasion.

The most easy and natural mode of introducing the subject will, I conceive, present itself, whenever letters usual on such occasions, from the successor, to the Arcot Musnud to his Highness the Nizam, shall be received here and delivered—a form which I conclude will, of course, not be overlooked.

I have, &c.

(signed) J. A. Kirkpatrick,
Resident.

Hyderabad, 21 August 1801.

On 3d August, the Governor in Council of Fort St. George addressed a Despatch to the Secret Committee, detailing the circumstances. After mentioning Ally Hussain's refusal to accede to the demands, it thus proceeds:—

Despatch to Directors.

11. In consequence of the resistance unexpectedly opposed by Ally Hussain to this reasonable demand, it remained for Lord Clive to apply the instructions and authority conveyed to his Lordship by the Governor General to the actual state of circumstances. In proceeding to exercise the rights of the British Government, which the conduct of Ally Hussain had compelled his Lordship to assert, Lord Clive still judged it to be consistent with the sentiments of national magnanimity and generosity that the British Government should refrain from the exercise of the Company's power, and from the absolute humiliation

Asiatic Register
1802, vol. iv.,
p. 139.

humiliation of the family of Mahommed Ally, if an adequate security could be obtained through the channel of an amicable adjustment. Under the impression of these sentiments, Lord Clive directed his attention to the claims and to the situation of the Prince Azeem ul Dowlah Behader. This Prince is the only son by a formal marriage of the late Ameer ul Omrah, who was the second son of the late Nabob Mahommed Ally, and is the immediate great-grandson, by both his parents, of the Nabob Ameer ud Deen Khan, the founder of the family. The rights of Omdut ul Omrah, founded on the Treaty of 1792, having been vitiated by that Prince's violation of the alliance, and of the stipulations of that instrument, the hereditary claims of the house of Mahommed Ally descended to the second branch of the family, represented by the Prince Azeem ul Dowlah, the son of Ameer ul Omrah, who was the second son of the Nabob Mahommed Ally.

The Despatch then proceeds to mention that the deputies opened a "communication with that Prince, for the purpose of *reviving the alliance* between his ancestors and the Company, and of establishing the rights and interests of the British Government in the Carnatic on a permanent basis of security;" that the Prince had expressed "his willingness to afford, in the event of his elevation to the musnud of his ancestors, the security demanded by the authority of the Governor General," and a written engagement had been framed and executed.

"In conformity to this arrangement, we have acknowledged Azeem ul Dowlah to be Nabob of the Carnatic;" and it is added, "The mode of providing for the support of the dignity of his Highness the Nabob Azeem ul Dowlah is conformable to the principles on which the alliance between his Highness's family and the Company has been revived and established. By these means the interests of his Highness will become united with those of the Company, in the general prosperity of the Carnatic; and while the actual security of the British interests, provided by the present arrangement, remains undiminished, the mode of supplying a fund for the expenses of the family, in the manner suitable to its rank, and to the dignity of the British Government, by the allotment of a proportion of the public revenues for that purpose, is entirely relieved from the degrading name and appearance of a stipendiary maintenance."

Alteration in expression of treaty.

The treaty was communicated to the Governor General on the day of its execution; and on 15th September a letter from the Governor General in Council, dated 18th August, was recorded at the Secret Consultations of Fort St. George. This letter is of importance, as it contains a complete answer to the very erroneous conclusion which the Directors, in ignorance of the facts, have drawn from an alteration upon some of the expressions in the treaty to which this Despatch led. The Governor General had probably supposed that the expression in the treaty, of Azeem ul Dowlah having succeeded in virtue of hereditary right—in other words, as next heir—might perhaps lead to some little embarrassment in respect it was not strictly true, Houssain Ally being more truly the next heir. But whatever was the reason, it will be seen that the Governor General attached so little importance to the substitution he suggested (and if it had been of importance matters were not now entire to admit of easily making correction), that he subscribed a ratification of the original treaty, and only desired the alterations to be made if they could easily be got. The Nabob attached equally little importance to the matter, and it will be seen at once cheerfully agreed to the alteration.

1803. Papers, vol. i., p. 70.

To the Right Honourable Lord Clive, Governor in Council of Fort St. George.

My Lord,

Para. 1. THE Governor General in Council has had the honour to receive the Despatch of your Lordship in Council, under date the 31st ultimo, together with the treaty concluded with his Highness the Nabob Azeem-oo-Dowlah, for the perpetual transfer of the administration of the civil and military government of the Carnatic to the Honourable Company.

2. His Excellency the Most Noble the Governor General has communicated to us the correspondence which has passed between him and your Lordship, and the several documents connected with the rise, progress, and termination of this important transaction.

3. The Governor General in Council has the greatest satisfaction in expressing to your Lordship in Council his sincere approbation of the judgment, temper, and discretion which have distinguished your Lordship's conduct during the progress of the various events which have terminated in an arrangement so highly advantageous to the interests of the Honourable Company.

4. The reputed son of his Highness the Nabob Omdut-ool-Omra, having met your Lordship's just and moderate propositions for the security of the British interests in the Carnatic

Carnatic by a deliberate refusal to enter into the engagements absolutely necessary to that indispensable object, the general spirit of the instructions conveyed to your Lordship at different times, under the changes which have taken place in the situation of affairs, entirely warranted your Lordship to offer to the son of the late Ameer-ool-Omrah the *same terms* which had been proposed to the reputed son of Omdut-ool-Omrah.

5. His Excellency in Council is of opinion, that the immediate assumption by the Company of the entire administration of the Carnatic, in consequence of Ally Hussain's refusal to accede to the proposed treaty (although justifiable in every point of view), was not necessary, under all the circumstances of the case, to secure the just rights of the Company in the Carnatic; and the establishment of the acknowledged heir of the Ameer-ool-Omrah in the rank of Nabob of the Carnatic, was therefore a measure of moderation and wisdom.

6. The reasoning stated by the Right Honourable the Governor, in his official Despatch to the Governor General, of the 27th ultimo, is so full and conclusive, that it appears to us unnecessary to add any further observation.

7. Under these circumstances, his Excellency in Council has the satisfaction to declare his entire approbation of the general spirit and stipulations of the treaty concluded with the Nabob Azeem-oo-Dowlah. The observations which his Excellency in Council now proceeds to state with regard to the treaty, and the eventual modifications of the treaty which it is now his intention to propose, constitute no qualification of the approbation due to the ability and prudence manifested by your Lordship in Council, in concluding this important arrangement; *the adoption or rejection of the modifications which will be proposed in this letter*, is intended to be subjected, without further reference, to the discretion of your Lordship in Council.

8. With this view, his Excellency in Council has, in the first instance, ratified the treaty transmitted by the Governor of Fort St. George; but at the same time has executed *another treaty*, framed in conformity to the modifications herein stated. This instrument, having been signed and sealed by his Excellency in Council, is transmitted, together with that received from your Lordship in Council, in order that it may be eventually substituted for the treaty which has been executed at Fort St. George, *unless your Lordship in Council should object to the proposed alterations*.

9. We now proceed to state to your Lordship the principles upon which those alterations are founded, and the instructions by which the adoption or rejection of the modified treaty is to be regulated.

10. Your Lordship is fully aware (and it is distinctly stated in the declaration accompanying your Lordship's Despatch herein acknowledged) that the result of the discovery which has been made of their late Highnesses the Nabobs Walajah and Omdut-ool-Omrah's treacherous correspondence with the late Tippoo Sultaun, had placed the Soobadar of the Carnatic in the situation of a *public enemy* to the British Government, had annihilated the existing treaties between the Nabob of the Carnatic and the Company, and had sanctioned the enforcement of such measures as the British Government might deem necessary for the security of its rights and interests as connected with the soobadary of Arcot.

11. This is the fundamental principle upon which the late arrangements have been founded, and consequently the acknowledgment of an inherent right in any member of the family of the late Nabobs Walajah and Omdut-ool-Omrah to succeed to the soobadary of the Carnatic, is incompatible with the maintenance of that principle.

12. His Excellency in Council is aware that it is conformable both to reason and practice to recognise, by treaty with a foreign State, the existence of rights originally conveyed by the same treaty of recognition; but in such cases, if the source from which those rights are derived be not distinctly expressed, the origin of such rights should not be ascribed to any unacknowledged principle. This observation appears to apply to the preamble of the treaty executed by your Lordship in Council, and to the first article of it; by both of which the right of the Nabob Azeem-oo-Dowlah to succeed to the soobadary of the Carnatic, seems to be attributed to a supposed claim of inheritance, and not to the liberality and moderation of the British Government.

13. *This acknowledgment, however objectionable on the stated grounds, neither affects the justice nor the principal advantages of the stipulations of the treaty in question.* His Excellency in Council, therefore, does not consider the objection to be of sufficient force to preclude the ratification of the treaty in its actual form, nor does he deem the proposed alterations to be of such importance as that they should be proposed to his Highness the Nabob Azeem-oo-Dowlah, at the hazard of forfeiting any of the advantages already acquired, or even of exciting any degree of alarm or jealousy in the mind of his Highness Azeem-oo-Dowlah.

14. His Excellency in Council, however, deeming it advisable that the terms of the treaty should be strictly consistent with the fundamental principle of the arrangement, in conformity to the foregoing observations, has introduced into the modified treaty a change of the terms of the preamble, and of the first article, as executed by your Lordship in

Council; and his Excellency in Council directs, that should your Lordship be of opinion that the modified treaty may be proposed to his Highness's acceptance, *without the hazard of his dissent or displeasure*, or without compromising the dignity or the public faith of Government (which your Lordship in Council may possibly have deemed it expedient to pledge to his Highness for the acknowledgment of *his hereditary title*), your Lordship will propose the modified treaty to his acceptance; but should your Lordship in Council consider it to be unadvisable to make this proposition to his Highness, either on any of the grounds herein specified or on others, of which his Excellency in Council is not at present apprised, your Lordship is at liberty to return the modified treaty to Fort William, *and to consider the former as conclusive and binding*.

15. We now proceed to state our observations on the 5th, 6th, and 7th Articles of the treaty transmitted by your Lordship in Council, which, in some points, appear to his Excellency in Council to require further explanation.

16. With regard to the amount of the jagheers, to which the 8th Article of your Lordship's treaty refers, as an article of deduction from the amount of revenue upon which his Highness, the Nabob's share of one-fifth is to be calculated, his Excellency in Council is of opinion that the lands included in the jagheers should be resumed, and declared subject to the payment of revenue to Government; and that payments in money, equal to the produce of these jagheers (to be estimated at the sum of 2,13,421 pagodas, the amount stated in the Treaty of 1792), should be made from the treasury of the Company to the persons now holding the jagheers, as long as Government shall deem it to be proper to continue to those persons the benefit of their respective grants: his Excellency in Council accordingly desires that your Lordship in Council will frame an explanatory article, in conformity to the instructions contained in this paragraph.

17. His Excellency in Council is further of opinion, that, although the just inference from the terms of the 6th Article would be, that the sum of 6,21,105 pagodas is to form a permanent deduction from the total amount of the revenue upon which the Nabob's share is to be calculated, yet it might be contended to be the intent of this article, that, after the complete liquidation of the debts, for the discharge of which that annual sum is pledged, it should form a portion of the total sum on which the Nabob's share is to be calculated. Under this apprehension, his Excellency in Council desires that an explanatory article be added to the treaty, for the purpose of precluding the possible operation of any rever-sionary rights of the Nabob to show any part of this sum, after it shall have been liberated from the incumbrances by which it is now affected.

18. His Excellency in Council further remarks, that, under the actual terms of the treaty, a question may arise, whether his Highness the Nabob will be entitled to a proportionate share of any new branches of the revenue which may be introduced into the Carnatic, under the management of the British administration; and whether the same principle is to be applied to any augmentation of the existing sources of revenue in the territories of the Carnatic? His Excellency in Council, anticipating the improvements which will probably be made in the resources of the Carnatic, under the beneficial influence of the British power, is of opinion that the income which the Nabob would derive from the unlimited application of the principle supposed, would hereafter amount to a larger sum than it would be expedient to allow his Highness to receive, consistently with the dictates of policy, and with considerations inseparable from the future security of the Company's interests in the Carnatic. His Excellency in Council, therefore, deems it an object of importance to guard against the operation of this principle. His Highness, being secured in the receipt of a certain income, under every possible contingency, it is reasonable that the utmost extent of that income should likewise be limited.

19. His Excellency in Council highly approves the consideration which has been manifested for the prejudices and condition of his Highness as the acknowledged Soobadar of Arcot, in apportioning his income on the revenues of the Carnatic, rather than by granting it in the form of a pension; the proposed restriction, therefore, should be made in a manner the less unacceptable to the feelings and injurious to the rank of the Nabob. With this view his Excellency proposes, that, in restricting the extreme amount of his Highness's income, it should be expressly declared that the surplus of revenue beyond the amount which shall yield to his Highness the full extent of his limited income, is to be appropriated to the purpose of establishing a fund for the contingency of war, or for any other public purpose which it may be thought expedient to specify.

20. His Excellency in Council accordingly directs, that an explanatory article be framed in terms conformable to the foregoing observations, limiting the extent of his Highness the Nabob's income to such a sum as may appear proper to your Lordship in Council.

21. Whether your Lordship in Council shall adopt the modified treaty herewith transmitted, or shall adhere to the treaty executed at Fort St. George, the Governor General in Council is of opinion that the proposed explanations of the 5th, 6th, and 7th Articles will be equally necessary.

22. His Excellency in Council, however, deems it expedient to state that he shall be ready to receive, with due consideration, whatever remarks your Lordship in Council may think fit to make, affecting either the expediency or the necessity of the proposed

posed additional articles; and accordingly authorises your Lordship in Council to suspend the execution of these instructions, as far as they relate to those articles, should your Lordship be desirous of referring the subject to the further revision of the Governor General in Council.

23. His Excellency in Council entirely approves the alterations which have been made in the declarations transmitted by his Excellency to Fort St. George.

24. The Governor General in Council likewise approves the transmission of copies of the declaration to the Governor of Bombay, and to the Residents at Poona and Hyderabad. Under the circumstances of the late arrangement, it is unnecessary to adopt any farther measures for the purpose of publishing that declaration. His Excellency will accordingly intimate this opinion to the Governor and Council of Bombay, and to the Residents at Poona and Hyderabad.

25. His Excellency deems it an act of justice to record his public thanks to your Lordship in Council, for the zeal, ability, and discretion, which have so eminently distinguished your conduct in the progress and termination of this important transaction.

We have, &c.
(signed) Wellesley,
P. Speke,
Thos. Graham.

On board of the "Sonamooke" yacht, off Barrackpore, 18 August 1801.

To the Honourable *Peter Speke*, Vice President in Council at Fort William.

Vol. i., p. 78.
22 Sept. 1801.

Honourable Sir,

1. WE have the honour to acknowledge the receipt of the Despatch, dated the 18th ultimo, from his Excellency the Most Noble the Governor General in Council, conveying to us his Excellency's approbation of the general spirit and stipulations of the treaty recently concluded by us with the Nabob Azeem-ul-Dowlah, together with the modifications which his Excellency in Council judges to be necessary to the completion of that instrument.

2. Lord Clive has the honour of expressing to his Excellency the Governor General his Lordship's sincere acknowledgment of the peculiar delicacy observed by his Excellency in proposing these modifications, and of the confidence which the Governor General in Council has reposed in this Government, by confiding to the exercise of this discretion the eventual adoption of the improvements considered by his Excellency to be requisite to the final arrangement of the affairs of the Carnatic.

3. In the mode adopted by the Governor General for conveying his Excellency's observations and instructions on this subject of the treaty, Lord Clive has the satisfaction of observing the most flattering testimony of the success which has attended his Lordship's anxious and confident endeavour to cultivate the confidence of the Supreme Government by a zealous and cordial co-operation in the system of measures adopted by the Governor General with respect to this Presidency; and Lord Clive takes this opportunity to assure his Excellency of the unfeigned satisfaction which he has felt on this occasion, and which he will feel on all occasions, in carrying into execution those arrangements which his Excellency may judge most conducive to the honour and prosperity of the empire in India.

4. Lord Clive has the honour of explaining to the Governor General, that, in framing the late treaty, his Lordship was aware that the fundamental principle of the arrangement was the *right acquired* by the British Government to exercise its discretion in the enforcement of such measures as might be deemed *necessary for the security of its rights and interests* as connected with the soubahdarry of Arcot. It was not, therefore, the intention of Lord Clive, by acknowledging the right of Azeem-ul-Dowlah, to depart from the fundamental principle now stated; but it was his Lordship's desire, according to the practice of recognised rights by treaty not existing antecedently to the treaty of recognition, to insert in the present treaty such an acknowledgment, on the part of the British Government, as might give the *greatest practicable degree of force* to the rights which it was about to bestow on the Nabob Azeem-ul-Dowlah.

5. Lord Clive is, however, happy to inform the Governor General that this acknowledgment was entirely voluntary on the part of his Lordship, and that the faith of the British Government has in no degree been pledged to recognise any *inherent right* in the Nabob Azeem-ul-Dowlah throughout the late negotiations. His Highness stated his conviction that the rights of his Highness's family, *founded on its connection* with the Company, had been annihilated by the violation of the alliance, and that he considered the causes of his own elevation to have flowed from the generosity and moderation of the British Government. Lord Clive felt himself, therefore, relieved from the supposed difficulties stated in the Governor General's Despatch, in proposing to the Nabob Azeem-ul-Dowlah the modification recommended by his Excellency with respect to the preamble, and to the first article of the treaty of Fort St. George.

6. In conformity to the principles repeatedly declared by his Highness, the Nabob Azeem-ul-Dowlah received this proposition with the utmost degree of cheerfulness, and relinquished all claims to the acknowledgment of his hereditary pretensions, without expressing any diffidence or alarm with respect to the intention of the proposed modification.

7. We have, therefore, the honour to inform you that the treaty framed by the Governor General, according to the explanation contained in the Despatch of the 18th ultimo from his Excellency in Council, has been executed by us; and the copy of that instrument, ratified by the Governor General in Council, has been delivered to his Highness the Nabob Azeem-ul-Dowlah, from whom we have received a correspondent copy of the treaty, &c. &c.

We have, &c.
(signed) Clive.
J. Stuart.
Wm. Petrie.
E. W. Fallowfield.

Fort St. George, 22 September 1801.

Vattel, ii. 15, § 231.

It is evident from this letter that Lord Clive did not communicate to the Nabob that the alteration would in any way affect his rights or status. If, therefore, he had supposed that, by obtaining the alteration it was, as the Directors say, to affect the rights of the Nabob's descendants, he would justly, though most uselessly, have exposed himself to ignominy. "If the security of him who stipulates for anything in his own favour prompts him to require precision, fulness, and the greatest clearness in the expressions, good faith demands, on the other hand, that each party should express his promises clearly, and without the least ambiguity. *The faith of treaties is basely prostituted by studying to couch them in vague or equivocal terms, to introduce ambiguous expressions, to reserve subjects of dispute, to overreach those with whom we treat, and outdo them in cunning and duplicity.* Let the man who excels in these arts boast of his happy talents, and esteem himself a keen negotiator; but reason and the sacred law of nature will class him as far beneath a vulgar cheat as the majesty of kings is exalted above private persons. True diplomatic skill consists in guarding against imposition, not in practising it." Fortunately for Lord Clive's reputation, neither in the Governor General's letter to Lord Clive, nor in his Lordship's letter to the Vice-President, is there the remotest allusion to such an effect as the Company now point at. On the contrary, the very alteration itself contained a distinct acknowledgment that the connection between the parties was intended to endure "*in all times to come.*"

The Governor General's apprehensions were not without foundation. The act by which the transfer of the sovereignty of the Carnatic from Houssain Ally to Azeem-ul-Dowlah was effected was viewed by many people as a breach of British faith. The matter was repeatedly brought up before Parliament, and in 1808 was very fully and hotly discussed. Had it not been that Houssain Ally did not long survive the loss of the dignity, and that the motion came thus to be viewed as more a vote of censure on Lord Wellesley than a question of practical import, it is difficult to say what might have been the issue. This is clear, that in the whole course of the discussion which took place, Azeem-ul-Dowlah was never spoken of as a life tenant.

The alterations upon the treaty thus agreed to were as follows:—

In the treaty, as originally signed, the preamble and first article ran thus:—"And whereas the musnud of the subahdarry of the territories of Arcot has now become vacant; and whereas the right of Prince Azeem-ul-Dowlah Behauder *founded upon the hereditary right of his father*, the Nawaub Ameer-ul-Omrah, Behauder, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic, has been acknowledged by the English East India Company; and whereas the said Company, and his Highness the Prince Azeem-ul-Dowlah, Behauder, have judged it expedient that a new treaty shall at this time be executed for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come."

"Art. 1. The right of the Nabob Azeem-ul-Dowlah, Behauder, to succeed to the state and rank, and the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Honourable East India Company, to his Highness Azeem-ul-Dowlah, Behauder, who has accordingly succeeded to the Soubahdarry of the territories of Arcot."

The alteration is as follows :—

“ And whereas the musnud of the soubahdarry of Arcot having become vacant, the Prince Azeem-ul-Dowlah, Behauder, has now been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic; and whereas the said Company and his Highness the said Prince Azeem-ul-Dowlah, Behauder, have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come :”

“ Art. 1. The Nabob Azeem-ul-Dowlah, Behauder, is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah, Behauder, who has accordingly succeeded to the soubahdarry of the territories of Arcot.”

It does not appear whether the Nabob subscribed the following explanatory articles :—

SEPARATE EXPLANATORY ARTICLES.

Separate Explanatory Articles annexed to the Treaty for settling the Succession to the Soubahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants of England trading to the East Indies.

Art. 1. Whereas it is stipulated by the fifth article of the treaty that the sum to be appropriated to the support of the dignity of his Highness the Nabob Azeem-ul-Dowlah, Behauder, shall be calculated at one-fifth part of the net revenues of the Carnatic; and whereas the improvement of the said revenues, which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties; it is hereby explained, for the better understanding of the fifth article of the treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth article of the treaty, shall exceed the sum of twenty-five lacs of star pagodas, then and in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after the previous communication to his Highness the Nabob Azeem-ul-Dowlah.

Art. 2. Whereas it is stipulated in the sixth article of the treaty, that the sum of 2,13,421 pagodas, on account of jagheer, and the sum of 6,21,105 pagodas on account of the private debts of the Nabob Mahomed Ally, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to his Highness the Nabob, it is nevertheless hereby explained that it shall not be incumbent on the Honourable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and on the extent of the provision to be made, according to the ninth article of the treaty, for the support of the family and principal officers of the Nabob Mahomed Ally, and of the Nabob Omdut-ul-Omrah. And it is further explained, that notwithstanding the liquidation of the private debt of the Nabob Mahomed Ally, or of the debt due to the Honourable Company, the said sum of 6,21,105 pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue, previously to the determination of the share to be allotted to his Highness the Nabob Azeem-ul-Dowlah, Behauder, it being the intention of the contracting parties that the said sum of 2,13,421 pagodas, and the said sum of 6,21,105 pagodas, shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(signed) Clive.
J. Stuart.
W. Petrie.
E. W. Fallofield.

By the Right Honourable
The Governor General in Council.

(signed) J. Webbe,
Chief Secretary to Government.

The accession of Azeem-ul-Dowlah was communicated by him to the King of Great Britain, to the Emperor Shah Allum, and the Nizam, and others. The following letters appear among the papers returned to Parliament in 1803 :—

The Nabob's letters to the Sovereign powers intimating accession.

To the Honourable the Chairman of the Court of Directors.

Honourable Sir,
The Nabob Azeem-ul-Dowlah having judged it to be proper for him to address letters to his Majesty, to his Royal Highness the Prince of Wales, to the Honourable Court of Directors,
283. P Carnatic Papers, 1803, vol. i., p. 29.

Directors, and to the Marquis Cornwallis, on the occasion of his elevation to the musnud of his ancestors, has requested me to transmit them by the present Despatch. I have accordingly the honour to enclose them, agreeably to his Highness's desire; and to convey to you his Highness's further request that the letter addressed to his Majesty and the Prince of Wales may be conveyed to them with the customary circumstances of respect.

Fort St. George, 11 August 1801.

I have, &c.
(signed) *Cline.*

Carnatic Papers,
1803, vol. i., p. 29.

TRANSLATION of a Letter to his Most Excellent Majesty the King of Great Britain, &c., &c., &c., from his Highness the Nawaub *Azeem-ul-Dowlah*, Bahadar.

ON the 15th July 1801 my respected uncle departed from the stage of this transitory life to the world of eternal duration; in consequence of which event your Majesty's representatives, that is to say, the Governor in Council at Madras, *in virtue of my right of inheritance*, derived from my grandfather and father, were pleased to instate me in the musnud of the Government of the Carnatic.

I offer my gratitude and acknowledgment to your Majesty's Governors, and consider myself by heart and soul pledged to your royal favour.

I hope that your Majesty's protection and royal regard will in every respect be bestowed upon me, as it was on my venerable grandfather.

TRANSLATION of a Letter to his Royal Highness the Prince of Wales, from his Highness the Nawaub *Azeem-ul-Dowlah*, Bahadar.

(After compliments).

Ibid., p. 30.

IN consequence of the death of my late respected uncle, the Nawaub Omdut-ul-Omrah, Bahadar, the Governor in Council of Madras instated me, *in virtue of my right as heir*, in the musnud of the Government of the Carnatic.

I make offer of my gratitude to your Royal Highness upon this occasion, and request to be honoured by your Royal Highness's recommendation to me of his illustrious Majesty the King of Great Britain.

I trust that your Royal Highness will also honour me always with your own gracious regard.

TRANSLATION of a Letter from his Highness the Nawaub *Azeem-ul-Dowlah*, Bahadar, to the Honourable Court of Directors.

Ibid.

AFTER the demise of my late respected uncle, which happened on the 15th July 1801, the representatives of your Honourable Court, that is to say, the Governor in Council of Madras, instated me in the musnud of the government of my ancestors: it is with pleasure that I offer my grateful acknowledgments to your Honourable Court. I remain staunch and stedfast, by all means, in the safe path of friendship and fidelity, and trust that your Honourable Court will always honour me with your cordial friendship, in the same manner that you bestowed it upon my ancestors.

I refer your Honourable Court for further particulars to the Despatches of the Right Honourable Lord Clive.

DIARY, 14 August 1801.

Ibid., vol. iii., p. 97.

Sent the following letter to Major *J. A. Kirkpatrick*, Resident at Hyderabad:—

Sir,

THIS letter will be delivered to you by the person intrusted by his Highness the Nabob of the Carnatic with letters addressed to his Highness the Nizam, and to his ministers, on the subject of the Nabob *Azeem-ul-Dowlah*'s succession to the soubahdarry of Arcot; and I am directed by the Right Honourable the Governor in Council to desire that you will endeavour to obtain an early and suitable answer to the Nabob's letters.

I have, &c.

Fort St. George, 14 August 1801.

(signed) *Josiah Webbe*,
Secretary to Government.

TRANSLATION of an Arzee from *Azeem-oo-Dowlah*, Bahauder, to his Highness the Nizam, communicated to the Resident 24 October 1801.

Ibid., p. 104.

AFTER performing the duties of attachment, be it represented—

At this time, subsequent to the decease of the uncle of this faithful servant, the Company's Government, who are the sincere friends of the ancestors of this well-wisher, from a due regard to the ancient alliance and claims of my family, have fixed and established this sincerely attached person in the Nizamut of the Carnatic.

A bounty so unexpected and great having thus been conferred on this humble servant, he makes bold to represent the same for the information of his Highness.

What more need be represented?

On a separate Paper.

The sum of 71 gold mohurs has been transmitted, in the plenitude of attachment, as an offering to your Highness; I am hopeful it will be approved.

TRANSLATION

TRANSLATION of an Enayul Namah from his Highness the Nizam to *Azeem-ul-Dowlah*, Bahadar, communicated to the Resident 24 October 1801.

Carnatic Papers,
vol. ii., p. 104.

YOUR letter apprising me of the Honourable Company having, in conformity to their usual good faith, selected and established that person of exalted dignity in the government of the Carnatic, subsequent to the decease of Omdut-ul-Omrah, has been received, and the nuzzer of 21 gold mohurs, which was sent, in the plenitude of attachment and sincerity of devotion, has been most kindly and graciously approved. A kellut and jewels, according to the accompanying list, have been conferred. After returning due thanks for these works of favour, let them adorn your person; and, considering me as always well inclined towards you, let me hear from time to time of your welfare.

LIST of Presents from his Highness the Nizam to *Azeem-oo-Dowlah*, Bahadur, extracted from the Records of the Wardrobe and Treasury.

A short string of pearls, with a jewel suspended thereto.
One serpeish and one jugput.
One suit for a kellut.

TRANSLATION of a Letter from *Azeem-ul-Omrah*, Bahadur, to *Azeem-oo-Dowlah*, Bahadur, Ibid., p. 105. communicated to the Resident 24 October 1801.

YOUR friendly letter, mentioning the Honourable Company having, after the decease of Omdut-ul-Omrah, raised, with their usual support and good faith, that friend to the government of the Carnatic, rejoiced me by its arrival.

The arzee and the nuzzer have been delivered to the resplendent presence. A kellut and jewels, according to the accompanying list, have, in consequence, been bestowed by the bountiful presence, always intent on distinguishing faithful adherents; returning, therefore, due thanks for such distinguished marks of favour, let the same cloth adorn you.

Continue to render me happy by the transmission of accounts of your welfare.

TRANSLATE Copy of Letter from *Saraye Bage Roo Pundet Purdhau* to the Nabob *Azeem-ul-Dowlah*, Bahadur (without date). Ibid., p. 107.

YOUR joyful and friendly letter having arrived in the happiest season, afforded me infinite satisfaction. You informed me that, in consequence of the will of the Omnipotent, your uncle Omdut-ul-Omrah was removed from this transitory world to that of eternal duration; that in consequence you succeeded to the government (of the country); and that, in consideration of the ancient friendship subsisting (between the Circars), you had communicated the circumstance for my information.

All this I have distinctly understood.

To the dispensation of the Almighty there was no other remedy applicable than submission and resignation; and seeing that you have succeeded in the usual manner to the government, I have derived therefrom a degree of pleasure and happiness which it is impossible for me sufficiently to express.

Continue constantly to gratify me with accounts of your welfare.

What more need be written?

DIARY to Political Consultations, 18 November 1801.

Ibid., p. 105.

Received the following Letter:—

Josiah Webbe, Esq., Chief Secretary to the Government, Fort St. George.

Sir,

I HAD the honour to receive your letter of the 14th August, by the messenger who was charged with a letter to the Paishwa from his Highness the Nabob *Azeem-ul-Dowlah*, and who arrived at Poona on the 29th September. The Paishwa being at that time absent, I forwarded the Nabob's letter to him immediately, with a request that he would be pleased to give an early answer, and in terms suitable to the consideration which the Nabob had evinced towards him in notifying his accession to the musnud.

In the usual and systematical style of procrastination at this Court, the answer has been delayed, under daily promises of transmitting it to me, until last night, when it was produced, on its being known at the Durbar that, conformably to the notice I had given, I should certainly dispatch the Nabob's messenger this morning without it; and of which, indeed, I had declared my determination, after a reasonable time for an answer had elapsed.

I have, perhaps, had more patience on this occasion than is entirely consistent with the Nabob's dignity, and the return to which he is entitled for his attention to the Paishwa. But as the promises which I received of any early answer were always attended with expressions of respect towards his Highness, I wished to avoid taking a step which might

have interrupted the harmony and good understanding which it may be advisable to maintain between an ally of the Company and this Court, so long as I had reason to believe that the delay was not intentionally disrespectful to the Nabob's person or station.

Poonah, 30 October 1801.

I have, &c.
(signed) *Wm. Palmer.*

Carnatic Papers,
vol. ii., p. 107.

EXTRACT of Fort St. George Political Consultations, the 15th December 1801.

TRANSLATION of a Letter from his Highness the Nabob *Azeem-ul-Dowlah* to the Right Honourable Lord Clive, &c.

(Extract).

IT is my wish, in conformity with established usage, to send arzdash with nuzzars to the King of Delhi, and the Shazadah, upon the occasion of my ascending to the musnud, which has been entirely owing to your Lordship's kindness; and I therefore enclose two drafts of the arzagashts for your Lordship's perusal, which, if they meet your Lordship's approbation, I will, with your permission, have copied fair, and forward them by aircarrahs to Delhi.

Ibid.

TRANSLATION of an Arzdasht to the Presence of his Majesty the Emperor *Shah Ahlur*, from the Nabob *Azim-ul-Dowlah*, &c. &c. (without date).

THIS worshipper of the shrine of true fidelity, and pilgrim in the path of firm allegiance, at all times makes his prayers for the permanence of your Majesty's eternal dominion, the lesson of his tongue, and his supplication for the prolongation of the illustrious, angelic, and world-protecting shadow of your royal person, the talisman of his soul.

This duty he considers his supreme happiness, nay, the most important part of his religion.

Influenced by the ardour of attachment, he ventures to represent that, on the departure of his uncle Omdut-ul-Omrah from this transitory world to that of perpetual duration, he (the faithful representator), by the *support and assistance* of the managers of the Honourable English Company (who are staunch in their allegiance to the ministers of your imperial throne), *in virtue of the rights of his father and grandfather, was established in the government of the territories of the Carnatic.*

The tribute of gratitude he ascribes to that majesty, like the tree of Paradise, replete with blessings; and transmits a nuzzar of 121 ashulsies to the resplendent presence, by the acceptance of which he hopes to be honoured.

Ibid., 1801, vol. ii.,
p. 108.

TRANSLATION of an Arzee to the Presence of the Prince *Akbar Shah* from the Nabob *Azim-ul-Dowlah*, &c. &c. (without date).

HAVING made the salutations of fidelity, the plume of the head of allegiance, it is represented at the place of audience, where the servants of the presence kiss the verge of the carpet of munificence, that this attached dependent, who, like his father and grandfather, treads with firm and undeviating step in the paths of obedience and fidelity, has lately, on the event of the death of his uncle Omdut-ul-Omrah, through the *support and assistance of the managers of the Honourable English Company, and agreeably to the ancient line of inheritance, succeeded to the government of the territories of the Carnatic, and is grateful for the endless favours of his Majesty, the shadow of God.*

He has dispatched an arzdasht with a nuzzar to the resplendent presence, and trusts that, by means of the servants of the presence, his Highness will have the goodness to cause it to be laid before his Majesty.

As a mark of his fidelity, he has transmitted to his Highness a nuzzar of 21 ashnasies, which he hopes will be accepted.

His Vakeel, Rajah Hazari Mull, will present these nuzzers and arzees to his Highness.

Upon receipt of the ratification of the treaty by the Directors, the Nabob, who invariably expressed his gratitude to the Company with Asiatic fervour, but obvious sincerity, addressed the following letters to Lord Clive and the Governor General:—

1803, Papers,
vol. iii., p. 171.

TRANSLATION of a Letter from his Highness the Nawab *Azim-ul-Dowlah*, Bahadur, to the Right Honourable Lord Clive, (dated and received 24 January 1803).

AT a moment when I was looking with anxious expectation for news from England, I had the pleasure to receive and to understand your Lordship's letter the 22d Rungan, of 17th January 1803, stating that your Lordship had received advices from the Honourable the Court of Directors, in answer to the Despatches of the Government of Madras, wherein the Court of Directors had signified their approbation of the settlement of the affairs of the Carnatic, and their confirmation of the treaty concluded with me on the 16th September 1801; their

their approbation and applause of the several parts of the arrangements, and their congratulations on my elevation to the musnud of the Carnatic, and to inform me, that by a future conveyance they would address me on this subject, also conveying to me your Lordship's own friendly congratulations on the occasion.

From the innate kindness of my true friend, the Most Noble Marquis Wellesley, Governor General, and the sincere friendship and support of your Lordship, I was fully assured that my ascension to the musnud of the Carnatic should meet the approbation of the Honourable the Court of Directors; and praise be to the Almighty, that the joyful tidings of their approval, conformably to the sincere regard of my friends, the Governor General and your Lordship, and my own ardent wishes, having been received, have conveyed to my mind inexpressible pleasure. My joy and satisfaction on this happy occasion have been augmented, in a more particular manner, by your Lordship's personal attendance, with the gentlemen of council and others, to deliver the gratifying letter, and to offer your congratulations in public durbar.

These signal instances of friendship and kindness have bound me to the Company, to the Governor General, and to your Lordship, by the strongest ties of gratitude, and have relieved my mind from all anxiety. The arrival of this pleasing intelligence must also have removed all the doubts of the weak-minded. Deeply impressed with the unbounded generosity of my friends, I shall continue firm and steadfast, conformably to the existing treaty, in the sincerest friendship and attachment to the Honourable Company to the last hour of my life; nor shall I ever lose sight of or forget the obligations which have been conferred upon me; and I pray the Creator of heaven and earth to reward my friends with a constant series of victory and prosperity.

I have addressed a letter to the Most Noble the Governor General, which I send herewith, and enclose a copy for your Lordship's information. I request your Lordship will be pleased to forward the letter to Bengal.

TRANSLATION of a Letter to the Marquis *Wellesley*, Governor General, Bahadur.

1803, Carnatic Papers, vol. iii., p. 171.

AT this auspicious time, the Right Honourable Lord Clive delivered to me in my public durbar a letter, conveying the very exhilarating intelligence that replies to the Despatches of the Government of Madras had been received from the Honourable Court of Directors, approving and confirming the settlement of the affairs of the Carnatic; and his Lordship at the same time, in conformity with the desire of the Honourable Company of Directors, communicated to me congratulations from the Honourable Court, as well as from himself, on the occasion: hence I have derived inexpressible satisfaction and comfort. Truly the successful termination of this important arrangement and happy adjustment of my affairs is wholly owing to the beneficent assistance of your Lordship, my true benefactor, and that of my Lord Clive. If my whole life were devoted to the expression of my gratitude to your Lordship it were not sufficient; and I do not exaggerate when I say, that every minute I breathe gratitude for your Lordship's goodness.

I transmit enclosed for your Lordship's perusal a copy of my reply to the address of my Lord Clive; and I pray the God of glory to prolong your Lordship's precious existence in this world in health and prosperity.

The following documents show how certain appendages of the sovereignty were dealt with:—

EXTRACT, Fort St. George, Political Consultations, the 10th November 1801.

Appendages of the sovereignty.

1803, Papers, vol. ii., p. 103.

(Extract of President's Minute, dated as above).

CONSIDERING the garden of Sautgur to be an honorary appendage to the rank and situation of the Nabob, I propose that it shall be immediately relinquished to his Highness, subject to the payment of a monthly pension of 250 rupees, which was granted to Hirasul Khan, a descendant of the original proprietor of the garden of Sautgur, during the time when the Carnatic was assigned to the management of the Company by the Nabob Mahomed Ally.

Sautgur gardens.

EXTRACT of a Letter from Lord *Clive* to the Nabob *Azeem-ul-Dowlah*, dated 10th November 1801.

1803, Papers, vol. ii., p. 103.

Para. 6. IN conformity to the verbal communication made to your Highness, I have now the honour of transmitting an order for putting your Highness's officers in possession of the garden of Sautgur, which I consider to be an honorary appendage to the rank and station of the Nabob of the Carnatic, and request that your Highness will make an arrangement for paying to Hirasul Khan, discarded from the original possession of that garden, a monthly pension of 250 rupees.

Resolved, that the necessary instructions for transferring the garden of Sautgur to the possession of his Highness the Nabob shall be issued from the Revenue Department.

EXTRACT of Political Letter from Fort St. George, dated 17th February 1802.

Ibid., p. 95.

Para. 88. WE have the satisfaction of informing your Honourable Court that his Highness has received the congratulations of the Peshwa and of the Nizam on the occasion

of his elevation to the musnud, and the letters from those Princes have been entered on our records.

Nuzzers.

89. Having received from the President at *Travancore* an application on the part of the *Rajah*, requesting to be made acquainted with the channel through which his stipulated annual payments were in future to be made to his immediate superior Lord, we directed his Excellency to be informed that the pesheush nuzzeranahs and nuzzers payable by his Excellency were to be transmitted, according to the ancient usage, to the *darbar* of the Nabob of the *Carnatic*.

90. We have judged it to be proper to compliment the Nabob by relinquishing to his Highness, as appendages of sovereignty, the gardens of Sarelghur, the palace and gardens of Trichinopoly, and sundry villages and other enaums appropriated to religious purposes.

91. For any further information on this subject, we have the honour to refer you to the lists of the religious appropriations delivered to us by the Nabob, and to our instructions to the Board of Revenue, noticed in the margin.

92. We have issued orders to the officer commanding at Trichinopoly to afford protection to the family of Nusseer-ul-Mulek, the brother of the late Omdut-ul-Omrah. They appear to have been exposed to the insults and menaces of the late servants of the Circar, who had grown clamorous for the discharge of their arrears of pay. Your Honourable Court will be pleased to learn that our protection has been extended to this family at the express desire of his Highness the Nabob.

The Nawaub received royal honours, as appears from the following:—

Asiatic Reg. 1808,
p. 168.

Nov. 27.—Yesterday, at sunrise, a royal salute was fired from Chepauk Palace, and returned by the saluting battery of Fort St. George, in honour of the anniversary of the Nabob Azeem-ul-Dowlah.

The Governor paid a visit of ceremony to his Highness on the occasion.

Opposition and
troubles in royal
house.

The elevation of Azeem-ul-Dowlah, and his agreement to the conditions of the Company, gave great offence and dissatisfaction to the sensitive minds of the other members of the royal house. They refused to attend at his installation, and his Highness had for some time no smooth or pleasant, perhaps it may be said no safe, life to lead amongst them. The following documents, from which this appears, are extremely valuable in other respects, as will more clearly appear in the sequel:

DECLARATION by Lord Clive, 18 December 1801.

1803, Carnatic
Papers, vol. ii.,
p. 124.

In the name of God!

I HAVE had the honour of receiving two papers signed by some of the most respectable persons connected with their Highnesses, the late Nabob Mahomed Ali, and the late Nabob Omdut-ul-Omrah.

It is known to those respectable persons, that the British Government, actuated by motives of national magnanimity and moderation, relaxed the exercise of the positive rights which it had acquired under the violation of the alliance by their Highnesses the late Nabob Mahomed Ali and the late Nabob Omdut-ul-Omrah; that relaxation was referable to no tacit acknowledgment of any dormant right on the part of the family of those deceased Nabobs; but it originated in the generous wish, founded on a long intercourse of friendship and union, to preserve to that respectable family its ancient rank among the Princes of Hindostan.

Under that moderated exercise of the power acquired by the British Government, it had a right to expect the cheerful acquiescence of every branch of that respectable family in the arrangements finally adopted for the security of the British interests in the Carnatic, and for the preservation of the dignity of that respectable family; but it is sufficiently known that a general and unreasonable resistance was opposed to those arrangements by the persons who have signed the present representation; while many of those individual persons endeavoured to advance pretensions of a distinct and personal interest, thereby manifesting an indisposition to any arrangement which could have been suggested.

When the British Government finally determined to elevate his Highness the Nabob Azeem-ul-Dowlah, Bahadur (whom Heaven preserve!), to the rank of Nabob of the Carnatic, I encouraged a reasonable ground of expectation, that the suppression of those discordant pretensions would be followed by a cordial and grateful disposition, on the part of the family, to meet an arrangement calculated in a particular manner to support the ancient dignity and honour of that house. In this hope, I caused timely communication to be made by my authority, and, in the name of the British Government, to the principal members of the family, informing them of the intended elevation of the Nabob Azeem-ul-Dowlah, Bahadur (whose shadow he extended!), and inviting them to be present, and to partake of the honours of his Highness's installation.

It

It is known to the respectable persons who have signed the present representation, and it is notorious to the whole world, that not one of those persons attended that distinguished ceremony; thereby manifesting a determined hostility to the Nabob Azeem-ul-Dowlah (whom God preserve!), an ungrateful disrespect to the British Government, and a perverse adherence to the spirit of those councils which had terminated in the forfeiture of the rights of the family.

This public denunciation on the part of the family, of its disaffection to the Nabob Azeem-ul-Dowlah (whose life be prolonged!), was consistently followed by a systematic resistance opposed to the endeavours of that Prince, and to my exhortation, for the purpose of establishing union and affection among the different members of that respectable family.

The progress of these unhappy dissensions I have continued to observe with the utmost degree of concern; and I regretted that the advice, respectfully offered by me to her Highness the Begum Sultaun ul Naffa, in my letter of the 20th September last, should have failed to produce that conciliatory disposition, on the part of the family, which it was my desire to establish.

Under these circumstances of public insult and resistance to the authority of the Nabob Azeem-ul-Dowlah (whom God preserve!), it is neither improbable nor unreasonable that his Highness should have felt sentiments of resentment towards those persons who have not hesitated to avow, in the most public manner, their determined enmity to his Highness. But I deem it necessary to state, in the most formal manner, that the Nabob Azeem-ul-Dowlah Bahadur (whom God preserve!) has repeatedly afforded to me satisfactory evidence of his disposition to revive the bonds of union, and of natural affection, with the dissentient members of his Highness's family.

Those members of the family who have signed the representations addressed to me have appealed, through me, to the British Government against the violence imputed to his Highness the Nabob Azeem-ul-Dowlah (whose shadow be extended!), stating the confinement of their persons and the usurpation of their property.

When the Nabob Azeem-ul-Dowlah was raised to the rank of Nabob of the Carnatic, his Highness succeeded to the rights of his illustrious ancestors, heretofore Nabobs of the Carnatic. During a long period of time those rights have been exercised within the jurisdiction of the British Government, and every member of the family knows that the British Government never interfered, otherwise than by the interposition of its friendly offices, in the internal arrangement of their Highnesses' domestic economy. One of the most memorable events which could have required such an interference was the death of his late Highness the Ameer-ul-Omrah (of blessed memory); but it is intimately known to some of the most respectable persons who have signed the present representation, that the Nabob Mahomed Ali (who is in Heaven) exercised on that occasion the full and undisputed right of an independent sovereign, according to the Mahomedan laws, unqualified by his Highness's existing engagements with the British Government.

The principles of the engagements existing at that period of time were similar to those of the treaty by which the Nabob Azeem-ul-Dowlah (whom God preserve!) has made himself the instrument of restoring the foundation of alliance with the British Government, and of the rank and dignity of this new illustrious family. It is therefore incumbent on the British Government to respect the rights acquired to his Highness by the late treaty; and it is my especial duty to resist every attempt which may be made to encroach on those rights, or to violate the principles of the alliance now firmly and perpetually established.

At the same time, however, that I declare, in this formal manner, the resolution of the British Government to preserve to the Nabob Azeem-ul-Dowlah (whose shadow be extended!) the rights which his Highness has acquired by treaty, I also declare an equal determination to oppose an uniform resistance to such an exercise of power within the jurisdiction of the British Government as shall be incompatible, in my judgment, with the honour and dignity of the British nation.

Upon these principles, it is incumbent on me to declare that, if the Nabob Azeem-ul-Dowlah (whom God preserve!) should have actually exercised his Highness's power in the manner and to the extent implied in the representation, I should have felt it to be my duty to remonstrate with his Highness, and ultimately to resist such an exercise of power. But such an exercise of power is manifestly inconsistent with the vigilance of the British Government, and with the constant intercourse established with the palace of Chepauk. It is also consistent with my positive knowledge, that some of the facts stated in the representation are highly inflamed and maliciously exaggerated. But notwithstanding this impression, I shall not hesitate to interpose my good offices, and to require from his Highness the Nabob Azeem-ul-Dowlah (whom God preserve!) an explanation of the circumstances of inquiry stated in the representation.

As soon as I shall have received that explanation, I shall have again occasion to address myself to those respectable persons who have signed the representation, and to afford them all the satisfaction which may be consistent with the faith of the British Government, and with a true state of the facts.

(signed) Clive.

Fort St. George, 18 December 1801.

1803, Papers,
vol. ii., p. 126.

To His Highness the Nabob *Azeem-ul-Dowla*h, &c., &c., &c.

May it please your Highness,—

I HAVE observed, with much concern, that the endeavours of your Highness and myself to conciliate the minds of some of the principal branches of your Highness's family have proved unsuccessful. As long as the arrangements which have been recently concluded for the affairs of the Carnatic were depending, it was natural to suppose that some of those persons interested in the event should feel a disposition to oppose your Highness's pretensions; but I indulged a reasonable expectation that the final conclusion and ratification of the late treaty would have removed those rival grounds of animosity, and would have established a permanent foundation for re-uniting those branches of the family in the bonds of affection and duty with your Highness.

These sentiments your Highness knows I had the honour of communicating to her Highness *Sultaun ul Nissa, Begum*, on a former occasion; but having since received further representations stated to be on the part of the family, I consider it to be proper to furnish your Highness with a copy of those papers, together with the copy of an answer which I have enclosed, and which I request your Highness to transmit for the information of the persons who have signed the representations. It is not my intention, by the transmission of these papers, to establish the grounds of any improper or unusual interference in your Highness's domestic affairs. I am fully sensible of the delicacy which it is incumbent on the British Government to observe towards every person, and particularly towards the female part of the families of the late Nabob *Mahomed Ally*, and of the late Nabob *Omdut-ul-Omrah*. I am aware that your Highness, as the constituted head of that family, is the proper channel of regulating its domestic economy, and of composing its internal dissensions.

Your Highness, however, is so fully acquainted with the principles and with the motives of generosity which actuated the British Government in the re-establishment of the family in its rank, that your Highness will readily perceive the degree of concern with which I must receive communications of the nature of those enclosed; and although I have every reason to believe, from my constant intercourse with your Highness, that these representations are extremely exaggerated, it is yet incumbent upon me, both with respect to the public station which I have the honour to hold, and with regard to the attention due from me to your Highness, and to your Highness's family, to transmit those papers to you, and to recommend to your Highness to endeavour, by the constant observance of that moderation and forbearance which is becoming your station, to remove every ground of complaint, and to retrieve the affections of persons so nearly related to your Highness.

I do myself the honour to recommend the subject to your Highness's early and serious attention.

(signed) *Clive*.

Fort St. George, 18 December 1801.

1803, Papers,
vol. ii., p. 114.

EXTRACT of Fort St. George Political Consultations, 22 December 1801.

Right Honourable the President's Minute in Council, 22 December 1801.

15. I conclude that no person distrusts the general ground of belief of their Highnesses the late Nabob *Mahomed Ally*, and the late Nabob *Omdut-ul-Omrah*, having died possessed of great property, and I have positive reason to believe, on the ground of circumstances which occurred during the late negotiations, that a large property is now in the possession of some branches of the family.

16. It is a known fact that, at the death of his Highness the late *Ameer-ul-Omrah*, the reigning Nabob *Mahomed Ally* took possession of the entire property of the deceased Prince. The father of the late Nabob *Omdut-ul-Omrah* succeeded to the possession of that, in common with the other property of his father, as sovereign of the Carnatic. If, according to the principles of Mahomedan law, the Nabob *Omdut-ul-Omrah Ally* had a right to obtain possession of the property of the Prince *Ameer-ul-Omrah*, the present Nabob *Azeem-ul-Dowla*h had the same right, on his elevation to the rank of Nabob of the Carnatic. On the other hand, if the descendants of *Omdut-ul-Omrah* have a right to hereditary property, without reference to the principles of the Mahomedan law, and the usage of the Carnatic already stated, then the Nabob *Azeem-ul-Dowla*h has an undisputed claim to the possession of his father's property, which is notoriously known to have been very large.

17. If the Nabob *Azeem-ul-Dowla*h had proceeded to exercise his power for the recovery of rights so well founded, it might have been difficult to have opposed a reasonable objection to it; but it is consistent with my knowledge, that his Highness has absolutely abstained from the exercise of his power for that purpose; and such moderation, under the circumstances in which his Highness is placed, is, in my judgment, a very deficient answer to the general imputation of violence stated on the part of the family.

20. I have already recorded my opinion of the necessity of supporting the just rights and pretensions of his Highness the Nabob *Azeem-ul-Dowla*h, with respect to his *foreign relations*; and the same sentiments are, in my judgment, strictly applicable to the internal state

state of his Highness's affairs. This obligation is incumbent on the British Government, in conformity to the terms of the treaty concluded and formally ratified. Any relaxation of the rights conveyed to the Nabob by that instrument can only tend to encourage those hopes of change which must protract, and probably frustrate, the domestic happiness of the family, while the indecision of the British Government would expose all the branches of the family to the rapacity of those interested adventurers who have hitherto fattened on its spoils.

21. Under the impression of these sentiments, I consider it to be essentially necessary to the happiness of the family, and to the consistent character of the British Government, that the fallacious expectations of the one should be suppressed by a candid avowal, and a strict observance of the principles of the latter.

In recording these sentiments, I judge it to be proper to repeat my opinion of the disposition readily and invariably evinced, by the present Nabob, to meet with cheerfulness such suggestions as I considered to be advantageous to his Highness and to the Company; and I have no doubt that his Highness's answer to my proposed reference will confirm on the minds of the Board this impression of his character.

TRANSLATION of a Circular Letter from his Highness the Nawaub *Azeem-ul-Dowlah*, Bahadur, to each of the Members of the Family, as hereunder specified. 1803, Papers, vol. ii., p. 134.

FROM the commencement of the succession of this servant of the court of the Omnipotent to the government of the Carnatic, the conduct, so repugnant to the principles of all upright and good men, which you have observed towards me, must be fresh in your recollection; it is the more extraordinary, since, not satisfied with this conduct to myself, you have transmitted (to others) representations replete with accusations false and unfounded.

It is perfectly evident to the sagacity of every person of discernment and impartiality, that besides the indispensable arrangements and regulation of my affairs, an attention to which is incumbent on every ruler, my conduct to you has not, even although I witnessed your refractory sentiments, been influenced by a bias of severity. This is a fact so notorious, that it were superfluous to illustrate it by particular instances.

In consequence of a line of conduct adopted by my late uncle, the Nabob Omdut-ul-Omrah, incompatible with his engagements with the British Government (the approved benefactors of the rulers of the Carnatic), the terms of those engagements were infringed, and our whole house consequently involved in a situation dangerous and alarming.

By the gracious and kind interposition of Providence, the British Government were (nevertheless) pleased to confer on me the succession to the government, as mine by right, thereby preserving secure the honour of our entire house.

The demesnes and buildings of the palace, the residence and memorial of our progenitors, had been mortgaged, and were about to be sold—an event which, had it actually taken place, would not have left us even the shadow of a wall.

These have been redeemed, and the demands of the mortgagee discharged—demands which, had they not been satisfied, God only knows what might have been the situation of the individuals of the family.

Thank Heaven, my intentions have been so void of guilt, and my disposition so averse from injuring even an individual, that I entertain no apprehensions from your memorials; nay, I imagine they will redound to my advantage.

Now, since it has pleased the Almighty God to favour me with this government, and as I have redeemed from mortgage the garden of Chepauk, you should know that it is mine by virtue of a twofold right.

First, it is mine as a ruler of the Carnatic.

Secondly, it is mine, having purchased it with my own money: thus I am the paramount and absolute proprietor of the said garden.

Therefore, if with a view to the upholding of your rank you should prefer to reside within the said garden, it behoves you to submit on all occasions to my authority; otherwise, if, contrary to the customs of the Walajahi family, you should disclaim my authority, then you must relinquish my property; and in that event, I shall be no longer responsible for the defence of your honour.

The same to *Hussain-ul-Mulk*.

Tajul Amra.

Rajes-ul-Omra.

Ameral Dowlah.

Islachar-ul-Dowlah.

Jatamul-ul-Mulk.

Majed-ul-Dowlah.

Jatazad-ul-Dowlah.

TRANSLATION of a Letter from the Individuals of the Family to the Nawab *Azeem-ul-Dowlah*, Bahadur.

1803, Papers, vol. ii., p. 135.

YOUR letter, dated the 29th December last, we have received, and comprehended the contents.

You have informed us summarily, that the complaint which we were necessitated to

prefer to the Governor in Council of Madras is false and unfounded. The prayers and the pains which you have excited in our breasts by the impropriety of your expressions, and the unkindness of your conduct, remain concealed within these breasts; but the circumstances which have lately occurred are so notorious, that no individual can have any doubts respecting them, and your conduct of yesterday, in imprisoning the servants and individuals of this family, is a proof in point, neither can there be any doubts of the intentions of the persons who authorised the measure: a world are judges that that person instigated what has happened to us. But we wish not to discuss this subject with you; it will be cognisable in that tribunal where your conduct and that of the descendants of the Nawab Wallajah Omdut-ul-Omrah, Bahadur (the mercy of God be upon him!), their respected brother and father That tribunal will not fail also to investigate the charges in which you have involved his late Highness; that he, though a Prince of such high power, with all the honour and dignity attached to the musnud of the Carnatic, humbled himself to a condition that might excite shame and blushes, in order that he might preserve the engagements entered into, and so acted, merely that by these means the inheritance of his father and grandfather—that is, the entire country, without the participation of another—should remain, and not go into other hands. He gave up Chepauk that he might preserve the most estimable object, the country of the Carnatic—a country which had devolved in a series from father to son; and by these happy means *consign it to his children without interruption*. These matters we do not discuss with you; but we cannot make public your shame.

You are happy in the measure you have adopted of relinquishing the dominions of the Carnatic for the hope of retaining Chepauk. Conceive the trouble and distress you have given us, by directing us to make choice of two things; namely, to remain within the precincts and protection of your authority, or if not, to abandon entirely the garden of Chepauk. Our rank and honour suffer us not justly to choose either alternative; and although the most distressing of all worldly calamities is expulsion from our native soil, nevertheless we shall speedily, according to your wishes and writing, forsake our habitations, and proceed elsewhere. Here the recollection of our ancient rank and greatness (alas, how changed!) perpetually recurs; and our understandings suggest to us nothing save the mortification of quitting this our abode, and resigning it to you. Probably you may have the heart to remain in it; we have no choice—we have not such hearts.

(signed) *The Son of Omdut-ul-Omrah.*
The Son of Sultan-ul-Niffa Begam.
Hussain-ul-Mulk.
Mahammed Naffur Chan.
Assud Ullah Mian.

(A letter the same exactly as the above was written and sent by each).

The preceding letter bears no date. As it refers to "his late Highness," it may have been dated subsequent to the death of Hussain Ally, announced in the following Despatch:—

1803, Papers,
vol. ii., p. 95.

EXTRACT from Political Letter from Fort St. George, dated 3 May 1802.

Para. 2. WE are concerned to be under the necessity of reporting to your Honourable Court the death of Ally Hussain, the reputed son of the late Nabob of the Carnatic, who departed this life on the 6th ultimo.

He died without leaving any issue.

1803, Papers,
vol. iii., p. 167.

TRANSLATION of a Letter from his Highness the Nabob Azeem-ul-Dowlah, Bahauder, to the Right Honourable Lord Clive, &c., &c., &c., dated and received 4th Ramson 1217 Hegery, or 30th December 1802.

THE machinations of an infatuated part of my own family, who are adverse to the propitious arrangements established for the administration of the affairs of the Carnatic, and for the happiness of its people, are intimately known to your Lordship; and you are also aware of the forbearance with which I have, in compliance with your Lordship's advice, in the present situation of things, refrained from exercising the just degree of authority necessary to relieve me from this inconvenience, in the hope of evincing, by conciliation and forbearance, those mistaken people from the errors and misdoings of their evil counsellors.

A recent instance, however, has occurred, in which I have found it to be indispensably necessary to assert my authority in a more direct manner, both as the head of Mahomedan government in the Carnatic, and particularly of the Wallajah's family.

Shah Sawar Jung, the reputed son, by a courtesan, of the late Nabob Omdut-ul-Omrah, having conducted himself in a manner disrespectful towards me, I adopted the most lenient mode of signifying my displeasure, according to the long-existing usage of the Nabobs of Arcot, by placing him in arrest in his own apartments, with sentinels at his door, but with strict injunctions not to interrupt the usual supplies of his table.

Having

Invasion of
Nabob's sovereign
rights by English
Courts.

Having fastened the doors of his apartments, he addressed a petition to one of the judges of the Supreme Court, accusing me of withholding from him the necessaries of life, and claiming the protection of the Court; thus endeavouring to remove himself from the authority to which he was constitutionally subject as a member, though an unworthy member, of the Wallajah family, and to seek protection from his insolence, under an imputed intention on my part of cruelty and inhumanity.

With respect to the calumnious part of the petition, if the communications which your Lordship daily receives of the transactions at Chepauk were not sufficient to remove every doubt, if any doubt existed in your Lordship's mind, I could furnish your Lordship with the most abundant proof of the entire disregard of truth manifested by Shah Sawar Jung; but I am assured that your Lordship's friendship and consideration for me would induce you to judge such a procedure, in the present case, to be an unnecessary condescension from the high rank and station to which, under the favour of Providence, I have been advanced by the British Government.

With regard to the wish apparently expressed by Shah Sawar Jung, in his petition to withdraw himself from my authority, your Lordship will remember that, at an early period after I ascended the musnud of my ancestors, I apprised the disaffected members of my family, by a circular letter, of which I furnished a copy for your Lordship's information, that if they continued to occupy apartments within the precincts of my palace, I should expect them to conform to those internal regulations which I might adopt; but if they should be desirous of withdrawing themselves from Chepauk, it was my intention to grant them free permission to do so. I did not trouble your Lordship with the answers I received, because they were more calculated to demonstrate a spirit of hostility than expressive of their gratitude for the obligations which, through my intercession, they have received from your Lordship's Government.

The insolence and disrespect manifested by Shah Sawar Jung have now given a practical example of their intentions, by an attempt to compel me to the alternative of submitting to a disrespectful conduct on their part, or of suffering the indignity of a foreign interference to supersede my just authority. I am very certain that it is not in the terms of the Treaty of the Carnatic, nor in the spirit of the renewed alliance between me and the British nation, and still less in the gracious intention of your Lordship's mind, that I should be reduced to such a predicament. I have, therefore, deemed it to be proper for me to order Shah Sawar Jung to remove himself from the palace of Chepauk; and, as I can have no doubt that the arrangement adopted by your Lordship to regulate the payment of the family stipends was calculated to maintain and support the dignity and authority of the head of it, it is my request that your Lordship will be pleased to discountenance a procedure subversive of subordination, and repugnant to the established rules of this family and of the Mahomedan sect, by discontinuing the payment of the monthly stipend hitherto granted to Shah Sawar Jung and to his dependents, amounting to 15,000 rupees a year, in the expectation I shall refuse to authenticate the receipts of Shah Sawar Jung, in the usual manner; but your Lordship is assured that, although the change must be attended with inconvenience to that ill-judging person and to his dependents, I shall prevent from exposure to distress any person, however unworthy, being a relation to the Wallajah family. The example will be beneficial to others, by manifesting, under the sanction of your Lordship's authority, that the rejection of my authority is not exempt from the forfeiture of the benefits of my protection.

Although, by the blessing of the Almighty, no possible indignity can assail me while I enjoy your Lordship's protection, I will not conceal from your Lordship the painful feelings which have disturbed my mind on hearing that the Judges of the Supreme Court have considered it proper and decorous for them to inquire into the domestic arrangements of my family.

By the special grace of Him, the most merciful, my friends the English Government (who may truly be described as the vicegerents of justice upon earth) have provided by a sacred law that the customary authority of the heads of families, of whatever persuasion, shall be preserved to the lowest of their Indian people—a law by which the meanest of the subjects, whom I have transferred to your Lordship's mild and beneficent authority, is exempted from the prying curiosity of strangers, and secured in the quiet exercise of those customs and prejudices which he has been taught to reverence with an order exceeding the love of life. An exemption from this busy intrusion is accordingly my right as a man.

But your Lordship—and I speak it with a heart full of gratitude—has habitually treated me not only with the tenderness of a father, but with the consideration due to my rank as a *Sovereign Prince*, in conformity to the 1st article of the Treaty of the Carnatic, which secures to me the same rank, dignities, and immunities which were enjoyed by my venerable grandfather, who reposes in Paradise. By the favour of the Almighty, this solemn compact of the whole British nation is incapable of violence. A local and subordinate jurisdiction of one people cannot invade the privileges of the Sovereign of another. By the blessing of the founder of all order, the inquisitions of a French tribunal do not reach the sacred person of my august ally, the King of Great Britain, and the intrusion of the Court of Madraspatam cannot touch the Sovereign of the Carnatic.

To your Lordship, as my friend, and as the representative of my unalterable allies, the British nation, my doors and the secrets of my heart are equally open; but the habits of your Lordship's illustrious rank, and your enlightened views of the customs and institutions of the nations of the earth, have instructed your Lordship in the respect which is due

to what narrower and more vulgar minds may consider as prejudices; and your Lordship, if you shall see it necessary, will take further and more powerful measures to secure for ever my honour, and the dignity of my house, from the pollution of intruders, of whatever description.

What should I write more?

English Courts
again invade
prerogatives.

The English Courts of Law came again into collision with the prerogatives of his Highness, giving rise to the following important correspondence:—

1803, Papers,
Vol. iii., p. 169.

EXTRACT of Fort St. George Political and Foreign Consultations, the 18th January 1803.

The following letter, having returned from circulation, is ordered to be recorded:—

TRANSLATION of a Letter from his Highness the Nabob *Azeem-ul-Dowlah*, Behadur, to the Right Hon. Lord *Clive*, &c. &c., dated and received 12th Ruzman 1217 Hegery (7th January 1803).

By the blessing of Almighty God, and the support of my sincere friends, the Governor General and your Lordship, the affairs of my government are established on a basis as firm as the wall of Alexander; and under the protection of his august Majesty the King of Great Britain, and of the English nation, I am always in perfect safety and security. Thus situated, my *honour and dignity is the same as that of my revered grandfather*, the Nabob Wallajah (who reposes in Paradise), and the preservation thereof will ever be incumbent on the English Government.

On the 3d of the present month the Supreme Court at Madras, without any communication with me, sent their people into the house of Abdul Mabud Khan Bahadur Jumsheed Jung (one of the sons of the late Nabob Wallajah), seized his person, and carried him away. This circumstance has been a source of great uneasiness and surprise to me, that, notwithstanding the intimate connexion subsisting between me and the English Government, such intemperate measures should have been adopted by the Court against my dependents. Your Lordship knows full well that the poorest man is the master of his own house; and is secure in it, and that none has the power of intrusion therein. Such being the case, it is a matter of great astonishment to me that the people of the Court should so far deviate from the customs of their own nation, as to go into the house of a son of the late Nabob Wallajah, and there disgrace him. Good God! is it consistent with the justice and equity of the Court, that men of rank and distinction should be dragged into durance in this disgraceful manner? This act of violence I conceive to be highly injurious to my honour. By the law of nations, as well as by the sanctions of Government, my dependents (such of them as are heartily well disposed towards me) are equally secure from the interference of the Court as I am in my own person. I have therefore to request, that during your Lordship's government, such an arrangement may be made as shall preclude, now and for ever, all interference of the Court, or of strangers, with any of my dependents.

This act of kindness in your Lordship towards me will add to my security and to my honour.

What should I write more?

Vol. iii., p. 170.

The President records the following Minute:—

The Board will doubtless have received with concern the communication stated in the letter of his Highness the Nabob of the Carnatic, dated the 7th inst., of the seizure and subsequent imprisonment for debt of Abdul Maabood Khan Bahadur, son of the Nabob Wallajah, and uncle of the present Nabob. With regard to the facts of this case, it is proper for me to state, that about noon on the day of the confinement of Abdul Maabood Khan, I had the honour to communicate the nature of the transaction and the rank of the prisoner to his Majesty's Chief Justice, suggesting his immediate interference; that on the same evening I received a note from Sir Thomas Strange, affording reason to believe that the prisoner would be immediately liberated; but that at noon on the following day, finding that the Khan was still in the gaol, and his Highness the Nabob having exhibited, by repeated and urgent remonstrances, considerable agitation of mind, I directed a gentleman of my family to make the requisite arrangements for the release on bail of Abdul Maabood Khan.

The relation of the present Nabob to the British Government, under the Treaty of the Carnatic, was stated to the honourable the Judges of the Supreme Court, in a letter dated the 3d September 1801; and an arrangement was therein proposed for their consideration, intended to secure to his Highness and to his family the honours and immunities enjoyed by his predecessors, heretofore Nabobs of the Carnatic, under provisions of public treaties.

It is much to be desired that the honourable the Judges had felt themselves at liberty to comply with the request contained in that letter; but the Chief Judge having communicated to me in a private letter the reasons which deterred him from stating his opinion extra-judicially, I have been anxious to avert the serious calamities which may ensue from the impossibility, on one hand, of hesitating to execute, to the extent of our means, the spirit of the treaty, and, on the other, of opposing the power of the King's Court, thus

leaving

leaving to the Nabob the care of defending his own rights. I have therefore been induced to repeat my attempts, by personal communication with the Chief Judge, to obtain such information of the intentions of the Court, or such an arrangement of the point at issue, as should equally secure to the Court its jurisdiction, and to his Highness the Nabob and his family their public rights.

It is with regret that I am to state, that it has not been practicable for me to accomplish, in a satisfactory manner, either of these important ends. The only point of arrangement to which the Chief Justice considered it competent for him to consent to consisted in a notice of any intended personal arrest, on the condition that the Government should in such case guarantee that the person whom it was intended to arrest should be forthcoming.

It is scarcely necessary to observe to the Board, that the effect of such an arrangement, with regard to the Government, would be to place it in the predicament of agreeing to violate the personal immunities which it is bound by treaty to defend; and that the proposal would either produce that effect with respect to the members of the Nabob's family, or subject the Company to the expense of sustaining the numerous actions which may be, and which probably will be, brought against them.

I have communicated with the Company's law officers on the course most expedient to pursue in the present case; and I have in consequence the honour to propose, that they shall be instructed to move the Court to discharge the proceedings in the action commenced against Abdul Maabood Khan, on the foundation of the requisite certificates from his Highness, and from the Government, of his actual place in the family of the Nabob. If this application shall succeed, it will become necessary to furnish the Court with a list, certified in the same manner, of those persons who are considered to belong to his Highness's family and retinue, under the Treaty of the Carnatic; and shall accordingly request his Highness to furnish me with a list, for the purpose of being transmitted to the Supreme Court, according to the practice in England, founded on the basis of public law, and accommodated to the modes of the national courts.

(signed) *Clive.*

Fort St. George, 18 January 1803.

DIARY to Political Consultations, 22d January 1803.

To the Sub-Treasurer.

1803, Papers,
vol. iii., p. 167.

Sir,

SHAH SAWAR JUNG having incurred the displeasure of his Highness the Nabob of the Carnatic, I am directed to desire that the payment of his pension at the Treasury may cease from the 1st instant.

I am likewise directed to convey to you similar instructions with regard to Gholam Hussein, who has been dismissed from his situation at his Highness's Durbar, and from his employment as principal moonshy in the Persian Translator's Office.

The allowances of Gholam Hussein are to cease from the 18th instant.

I am, &c.

Fort St. George, 21 January 1803.

(signed) *John Chamier,*
Chief Secretary to Government.

DIARY to Fort St. George Political Consultations, 26th January 1803.

Vol. iii., p. 172.

Sent a letter to the Nabob (entered in C. C., No. 6).

To his Highness *Azeem-ul-Dowlah*, Bahadur, Nabob Soubahdar of the Carnatic, &c.

May it please your Highness,

I HAVE had the honour to receive your Highness's letters of 30th December and 7th ultimo, and am greatly concerned that any circumstance should have occurred to disturb the composure of your Highness's mind.

It will be satisfactory to your Highness to be informed, that I perfectly coincide in your opinion of the unworthiness of Shah Sawar Jung to participate in your Highness's bounty, and have directed the payment of his pension to be discontinued at the Treasury.

I am willing to believe that the late seasonable effort of resolution manifested by your Highness in the punishment of Shah Sawar Jung will effectually secure the Nabob of the Carnatic from the recurrence of similar effrontery.

I have already received your Highness's acknowledgments for having effected the temporary enlargement of Abdul Mahbood Khan; and I have it in contemplation to make such further immediate arrangements as may be practicable, for the purpose of preventing the occurrence of a similar event to any person under your Highness's protection who may be deemed to be exempt from the jurisdiction of the law of England. With this view, I request your Highness to transmit to me a certificate under the seal of your Government, describing the station of Abdul Mahbood Khan in the Wallajahi family, together with a list of such persons as may be considered by your Highness to be entitled to the privilege of exemption.

I have, &c.

Fort St. George, 1 February 1803.

(signed) *Clive.*

1803, Papers,
vol. iii., p. 173.

Declaration that
Nabob an inde-
pendent Prince.

These proceedings above referred to led to the Governor in Council issuing the following remarkable and most important declaration:—

WE, the undersigned, the Governor in Council of Fort St. George, do hereby certify, that the Nabob Wallajah Ameer-ul-Omrah Madar-ul-Mulk Ameer-ul-Kind Azeem-ul-Dowlah Anwer-ul-Deen Cawn Bahadur Showhilt Jung, Sepah Solar Soubdar of the Carnatic, is *acknowledged and recognised by our said Government as an independent Prince, the soubadar of the Carnatic Payen Ghaut, and an ally of our said Government*; and we do further certify, that from the year 1768 hitherto, his late Highness the Nabob Wallajah, his late Highness Omdut-ul-Omrah, and his Highness the said Azeem-ul-Dowlah, being successively soubadars of the Carnatic, and allies of the Government of Fort St. George, have severally, with their respective families, resided, and his Highness the said Azeem-ul-Dowlah doth now reside, with the approbation of the Government of Fort St. George, near Madras, and within the territories dependent upon the side of Government, for the purpose of carrying on, in concert with the Government of Fort St. George, the common and united interests of the said Government, and of the said several successive soubadars of the Carnatic Payen Ghaut, as such allies.

(signed) . *Clive.*
Wm. Petrie.
M. Dick.

Fort St. George, 1st February 1803.

1803, Papers,
vol. iii., p. 155.

EXTRACT Political Letter from Fort St. George, dated 22 February 1803.

5. THE many applications from the Nabob for pensions to be paid from his proportion of the revenues, to such of the dependents of his family for whom no maintenance had been provided under the Treaty of the Carnatic, do not by any means form the least pleasing part of his Highness's correspondence with our President.

6. Among other instances of his princely disposition in this respect, it is necessary that we notice, for your information, his resolution to discharge the arrears of pay due by the late Nabob to Mr. John Batley, a respectable European, employed by his present Highness as a private secretary, and who has been employed for the period of 25 years in the service of the family.

7. It is necessary for us to specify this act of generosity, in order that if the debt in question shall ever be acknowledged by your Honourable Court to be included in the adjusted debts of their late Highnesses the Nabob Wallajah and the Nabob Omdut-ul-Omrah, and consequently to be charged on the revenues of the Carnatic, you may, at the same time, take into your consideration whether the amount ought not to be repaid to his Highness the Nabob Azeem-ul-Dowlah, who has in fact redeemed, at his own expense, that part of the floating debt.

8. While we dwell with pleasure on this feature of the Nabob's character, we state to you, with regret, that his Highness has experienced, in some instances, from the inferior branches of the family, a conduct very different from that to which he was entitled both as the head of that family and as the *Sovereign of the Mahomedans in the Carnatic*. We shall by all means inculcate this mode of conciliation and forbearance on the part of his Highness; but the pertinacity with which some members of the family adhere to their opposition, and to the vain hopes encouraged by their private agents in Europe, appears to render it necessary that the means provided by us, for securing the respect of these dependents, should be permitted to operate for the purpose of checking insolence and disaffection to the Nabob. A recent case of this kind having occurred, in which Shah Sawar Jung, one of the supposed illegitimate sons of the late Nabob Omdut-ul-Omrah, avowedly threw off obedience to his Highness Azeem-ul-Dowlah, his Highness signified to us his intention of removing him from the palace of Chepauk, and his wish that the payment of the separate stipend, granted with his Highness's concurrence to this Prince, should be suspended.

9. As this appears to be the only practicable mode by which the resistance of the inferior members of the family to the elevation of the Nabob Azeem-ul-Dowlah, and their personal disrespect to his Highness, can be diminished, we have concurred in his Highness's wishes on this question, and have accordingly suspended the payment of the stipend until a better consideration of the circumstances attached to their respective relations shall have induced Shah Souver Jung to restore himself to the favour of the Nabob.

16. In consequence of our former representations on the subject, we trust that your Honourable Court will have taken into consideration the serious inconveniences to which his Highness the Nabob may be exposed from the difficulty of defining his situation as a *Sovereign Prince*, residing, with the whole of his family and the officers of his state, within the jurisdiction of a British court of law.

17. This question has been in some degree agitated by an instance which has recently occurred, in the arrest and imprisonment for debt of Abdul Mahbub Khan, an uncle of his Highness, and a son of the Nabob Mahomed Ally. The distress occasioned to the Nabob by

by this event is forcibly described in a letter from his Highness to our President, complaining of the indignity, and in the minute recorded by his Lordship on submitting that letter to our notice.

18. We beg leave to refer you to the minute of our President for the nature and result of his Lordship's communications on this occasion with his Majesty's Chief Justice, who, having declined to deliver extra-judicially his opinion on the subject, we have, in conformity to Lord Clive's suggestion, instructed the law officers of the Company to move the Court to discharge the proceedings in the action commenced against Abdul Mabud Khan, on the plea of his supposed privileges as a member of the family of the Nabob.

19. The Advocate General has obtained a rule to show cause in the present case, and we shall apprise your Honourable Court of the issue. In the meanwhile it is obvious that the situation of the Nabob and of his Highness's family is so singular as not to be included in the usual interpretations of public law; and, on the other hand, the faith of the Executive Government is pledged by a treaty to secure to the Nabob his rights and immunities *in the same full and ample manner as they have heretofore been enjoyed by his Highness's predecessors, Nabobs of the Carnatic.* But unless all doubt shall be removed from the interpretation of the law of England with respect to these rights and immunities, it is manifest, from the extent of the Nabob's family and dependents, that it will be impossible to prevent similar instances of offence to his Highness's feelings, under the operation of the law as it now stands. We therefore request, in the most urgent manner, your attention to the subject, in order that means may be applied to the removal of the difficulty, if you shall judge it expedient, by applications for the interference of Parliament.

20. Our anxiety with respect to the immediate event of this question is considerably relieved by our reliance on his Highness's uniform moderation, and on his undiminished confidence in the protection and honour of the British Government.

21. We have the honour to inform you that, conformable to the principle already explained to your Honourable Court, the Rajah of Travancore has paid to his Highness the Nabob, as the Sovereign of the Carnatic, the sum of 2,266 pagodas and 15 annas, in full discharge of the peishcush and Cape Comorin nuzzeranah, due to his Highness for the preceding Phuzely..

The arrangements with the Nabob, which had been so long anxiously desired, and were at last effected by the Treaty of 1801, had apparently no other object in view than the "*preservation*" and "*security*" of the rights; in other words, the payments or obligations then existing, for which the Nabob had become bound to the Company. It was not only *without the object of acquiring increased revenue*, for not a word on the subject of increase is breathed through their whole previous correspondence, but the treaty with Azeem-ul-Dowlah was entered into without the *expectation of increase*, at least immediately, as will appear from the following Despatch:—

Increase of revenue not object of treaty;

and not anticipated.

EXTRACT from Letter from Governor General and Governor in Council of Fort St. George to Secret Committee of the Court of Directors, dated 3 August 1801.

1802, Papers, p. 81.

THE calamitous impoverishment of every source of wealth and population, of which the causes have been repeatedly stated to your Honourable Committee, leaves no immediate expectation that the net revenues of the Carnatic will exceed the sum of 19 lacks of star pagodas. (This fund, it is mentioned, after providing for expenses of Nabob, &c., and payment of debt, will afford a sum probably not exceeding nine lacks of pagodas for defrayment of charges of defence).

19. That sum exceeds, by a very small amount, the proportion of the revenue which the province of Tanjore contributes to the general exigencies of the State, and bears a very inadequate proportion either to the expense of defending the Carnatic, or to the rate of assessment levied for the public protection in every other part of the territories subject to this Presidency. The present deduction of six from fifteen lacks of pagodas is, therefore, so disproportioned to the present revenues of the Carnatic, that we can indulge no very sanguine hope of an *immediate augmentation* of our pecuniary resources from the administration of the civil government of the Carnatic. *The progressive decline of the revenues of the Carnatic may be considered to have approached that stage at which your Committee have been prepared to expect the entire failure of the Nabob's Government, and, under the existing engagements, the augmentation of our resources must be proportioned to the gradual restoration of the wealth and prosperity of the country:* every consideration, therefore, of the actual expense of protecting the extensive provinces of the Carnatic, every view of the indispensable necessity of maintaining an adequate military force for the defence of the British possessions in the peninsula of India, and every motive of attention to the alarming pressure on the finances of this Presidency, required Lord Clive to establish, by the present treaty, the best possible security for the more adequate application in future of the public revenues of the Carnatic to the exigencies of the public service.

20. We feel great pleasure in congratulating your Honourable Committee on the completion of an arrangement which has at length secured the British interests in the Carnatic on the solid basis of territorial possession, and which is at the same time calculated to confirm the reputation of our national magnanimity, generosity, and moderation. We have no doubt that your Honourable Committee will concur in our sentiments, that the negotiation which has terminated in the accomplishment of these important objects has been conducted in a manner consistent with the liberal policy of the nation, unbiased by the adventitious advantage which might have been derived from the early excitement of a competition, founded on the variety of adverse interests dependent on the determination of the British councils.

We have the honour to inform you that, in conformity to the terms of the treaty, the installation of the Nabob Azeem-ul-Dowlah was completed on the 31st ult., accompanied with every demonstration of public respect, supported by every possible degree of splendour, and confirmed under the observance of the most formal procedure.

We have, &c.

Fort St. George, 3 August 1801.

Expectation disappointed.

In this expectation the Company were agreeably disappointed. In a letter from Lord Clive to the Court of Directors, of date 21 February 1803, his Lordship, after referring to the statement furnished by the Accountant General for the purpose of adjusting his Highness the Nabob's proportion of the revenue from the 1st August 1801 to 12th July 1802, says—

1803, Papers, vol. iv., p. 184.

Pecuniary resources of Presidency largely increased by treaty.

37. Your Honourable Court will have the satisfaction of observing, from the preceding detail, that the pecuniary resources of this Presidency have been augmented by the Treaty of the Carnatic, in the first year of its operation, to the amount of 7,94,074 star pagodas, or 317,629 l. sterling, independently of the improvement of the territorial resources, and of the tranquillity of the empire obtained by that treaty. It is impossible that the arrangements adopted by me for the attainment of those important objects should not partake the injurious consequences which my authority has sustained from the effects of your late orders regarding my government; but having made every practicable effort to mitigate the effects of those causes, I encourage a reasonable expectation, that the beneficial operation of the Treaty of the Carnatic will not be less extensive during the second than during the first year; in that event the arrangement already carried into effect for the purpose of commuting the military service of the Western Poligars for pecuniary tribute will add the sum of 1,78,000 star pagodas, or 71,200 l. sterling per annum, and extend the augmentation of pecuniary resource under the Treaty of the Carnatic, in the most limited point of view, to the annual sum of 9,72,074 star pagodas, or 388,829 l. sterling.

129. The Treaties of Tanjour and the Carnatic have for ever removed the causes of internal solicitude which have flowed from the distractions of a divided Government.

This statement is so much at variance with the expectation, that, looking to the grounds of the expectation, it is not unreasonable to infer that the management of the Nawaub was not so very "calamitous" as it was thought or said to be.

Lord Castlereagh, on the 29th July 1803, in laying his India Budget before Parliament, mentioned the increase to the revenue from the Carnatic derived from the treaty with Azeem-ul-Dowlah, in a paragraph which is of some use, as corroboratory of what has been already advanced with regard to the object, and will afterwards be said as to the effect, of this treaty.

Asiatic Reg., 1803 (Proceedings in Parliament), p. 150.

It was long the subject of regret that the stipulations of the Treaty of 1792 were not found adequate to the end designed by them. The necessity of a modification, and the attempts to induce the late Nabob Omdat-ul-Omrah to accede to a revision of that treaty, have been several times stated to the House. Though the stipulated payments to the Company were not often suffered to fall into arrear, the means resorted to for making them were such as must ultimately have destroyed every source of revenue, independently of their being the constant cause of evils of a very extensive description. The several measures pursued subsequent to the death of the Nabob Omdat-ul-Omrah, the placing the present Nabob on the musnud, and the treaty with him, are detailed in the papers formerly laid before the House.

This treaty was executed on the 31st of July 1801. Under it the evils of a divided government are removed; the inhabitants of extensive districts enjoy the same advantages as the other subjects under the Company's government; and the Nabob receives a share of the revenues, fully adequate to the maintenance and support of his splendour and dignity.

The pecuniary advantages to the Nabob are certainly considerable; those to the Company are already felt; and every probability exists, from the experience of the short time the affairs of the Carnatic have been under the exclusive management of the Madras Government, that those advantages may be still further extended, without prejudice to the prosperity and welfare of the country. The result of the first year has been favourable, the net revenue exceeding the estimate in 36,187 pagodas, or 14,475 l. The gross collection of the whole of the revenues of the Carnatic, including those of the Poligar countries, amounted in this year to 30,90,339 pagodas, or 1,234,136 l., which exceeds the highest estimate given by Sir Archibald Campbell in 1787. After making the several deductions for the charges of collection, and for the approbations under the treaty, as liquidation of debts

debts to private creditors, payment of the stipulated fifth to the Nabob, and pensions to his family—the remaining surplus payable to the Company's Treasury is 15,72,877 pagodas, or 629,151*l.*, which exceeds the subsidy paid by the late Nabob in the sum of 6,72,876 pagodas, or 269,150*l.*—an increase of resource the more satisfactory, as it arises from the superior management of the collections in the Company's hands, and is attended with no real sacrifice of income on the part of the Nabob, whose fifth of the net revenues, relieved as his Highness now is (under the late treaty) of that debt which so heavily pressed upon his predecessors, considerably exceeds the clear income which the Carnatic could possibly have produced to the Nabob, had the revenue continued under the defective and oppressive management of his Highness's officers.

This large increase continued afterwards not only to be maintained, but augmented; it may not be possible to state to what extent. But whereas in 1769 the revenues of the Madras Presidency amounted to only 404,530*l.*, they now exceed 5,000,000*l.* And whereas at and after the treaty the revenues of the Nawaub and of the Carnatic were estimated at little more than 1,000,000*l.*, the land revenues alone now amount to about 3,600,000*l.* If all this increase is attributable to the treaty, the English Company had much reason to be pleased with the bargain they had made.

A Government Gazette Extraordinary, issued on 3d August 1819, announced the death of his Highness Azeem-ul-Dowlah, on the previous evening:—

Azeem-ul-Dowlah's death.

The funeral of the late Nabob of the Carnatic took place yesterday at noon; the ceremony was conducted with appropriate military honours; the flag at the Fort St. George was hoisted half-mast high the whole day. Minute guns, the number corresponding to the age of his Highness, were fired from the saluting battery when the procession began to move.

Asiatic Journal, 1820, p. 79.

Several traits of the excellent character of the Nabob have appeared in the Despatches already quoted from. On this occasion it was mentioned—

The late Nabob was raised to the musnud on the 31st July 1801, and, during the whole period of his holding that elevated situation, the conduct of his Highness was distinguished by the most loyal attachment to the Honourable the Company. The loss of this benevolent Prince is deeply lamented by the Government, by the members of his illustrious family, and by his numerous dependants.

Government Gazette, Aug. 4th.

Azum Jah, the eldest son of the deceased Nabob, was, on 11th September 1819, proclaimed his successor "in the rank and title of Nabob Soubahdar of the Carnatic." There had been no question as to the right of Azum Jah to succeed to the rank and title of Nabob, but some doubt had been thrown out as to whether he did not require to renew the treaty; in consequence of which the Government Agent, on 13th December 1819, wrote to his Highness, conveying the opinion of the Governor General that a new treaty was unnecessary, as he considered his Highness to be *ipso facto* a party to the treaty concluded with his father in 1801.

Succeeded by Azum Jah.

The installation took place upon 3d February 1820.

Installation of Azum Jah.

The troops in garrison were paraded at an early hour, and, with the horse artillery from St. Thomas's Mount, formed a street leading to Chepauk Palace. Shortly after eight o'clock the Right Honourable the Governor, accompanied by the Honourable the Chief Justice, his Excellency the Commander in Chief, the members of the Council, the Honourable Sir E. Stanley, and other functionaries of the Government, proceeded to Chepauk, escorted by the body guard, and was received by the Nawaub Azum Jah, in the grand saloon of the palace. His Highness was here invested by the Right Honourable the Governor with the various insignia of his elevated station; he was then conducted to the foot of the musnud. The Right Honourable the Governor thereupon addressed his Highness, and in the course of his address said, "It is with infinite satisfaction I have the honour to congratulate your Highness upon your ascending the musnud in the direct line of hereditary succession to your late father, of blessed memory. By virtue of the treaty concluded on the 31st of July 1801, between the Nabob Azeem-ul-Dowlah and the Honourable East India Company, a princely income was secured to your much lamented parent, together with the enjoyment of certain privileges and immunities attached to his elevated rank. Under the sanction of the Most Noble the Governor General, and your acknowledgment of the validity of the treaty, its stipulations are now declared to be equally binding upon your Highness, as they were upon the late Nabob and the British Government."

Asiatic Journal, 1820, p. 389.

His Highness Azum Jah died on 12th November 1825; he left an only son, Gholam Mahomed Ghouse Khan. This son succeeded him in his rank and title;

Death of Azum Jah.

Succeeded by his son Gholam Mahomed Ghouse.

title; but, being an infant, his uncle, his present Highness Prince Azeem Jah, next heir to the throne, was invested with the regency. The accession was thus mentioned at the time:—

Asiatic Journal, 1826, p. 793.

“His Highness Gholam Mahomed Ghouse, only son of his late Highness Auzum Jah Bahadur, was, on the 23d December, proclaimed successor to his deceased father in the rank and title of Nabob Soubahdar of the Carnatic. During the minority of the Nabob the affairs of the Durbar will be conducted by his Highness Azeem Jah Bahauder, brother of the late Nabob, with the title of Naib-i-Mooktar.”

Death of Gholam Mahomed Ghouse.

His Highness Gholam Mahomed Ghouse Khan died upon the 7th day of October 1855, without issue; and his uncle, the present claimant, Prince Azeem Jah, is, according to Mahomedan law and custom (as in English law also), entitled to succeed the late Nawaub as heir, representative, and successor, in all his rights, titles, dignities, revenues, and property, as Nawaub of the Carnatic. No other claimant exists: and it may be mentioned that his Highness, who is the second son of his late Highness Azeem-ul-Dowlah, is also the nearest heir and representative not merely of his father, but of his great-grandfather, Mahomed Ali, of his grand-uncle, Omdut-ul-Omrah, and of Ali Houssain, his father's cousin.

Prince Azeem Jah entitled to succeed.

Previous to the death of Gholam Mahomed Ghouse Khan, Prince Azeem Jah had invariably been treated, both privately and officially, as successor to the musnud. It was not till after the death of his nephew that he received any intimation that there would be objection to his succession. The manner in which this objection was first hinted at and afterwards announced, with the procedure which took place, are set forth in the petition of his Highness.

Objection made.

The following was the memorial which he submitted to the Honourable the Court of Directors:—

To the Honourable the Court of Directors of the East India Company, &c. &c.

Honourable Sirs,

I HAVE the honour to bring to the notice of your Honourable Court, that his Highness Gholam Mahomed Ghouse Khan Bahadour, late Nawaub of the Carnatic, having deceased on the 7th October 1855, without issue, in consequence of which, being the second son of his Highness Azeemood Dowlah by his first Shadee Begum, I stand in the position of heir and successor to his late Highness, who was my nephew, he being the son of my elder brother Prince Azum Jah, according to the custom and law of Mahomedan succession.

2. That on the 10th October I notified the demise of the late Nawaub to the Government Agent at Chepauk, whom I desired to bring to the notice of Government my claim to my late nephew's succession under the Treaty of 1801, concluded between the Honourable East India Company and my father, the said Nawaub Azeemood Dowlah; and, on the 19th November, I was informed through the same channel that the Government decline to recognise my claim as successor to his Highness the late Nabob of the Carnatic, and the whole question in regard to the vacant musnud will be reported by the next mail to the Honourable the Court of Directors for their consideration and orders.

3. That although extremely regretting the Government of Madras should have declined acknowledging my rightful claim, I am nevertheless confident in the assurance that the reference to your Honourable Court will eventuate in my favour, from the circumstance that my right to the succession has been already officially acknowledged and recorded by your Honourable Court in a public letter to the Madras Government, dated the 14th January 1829, in reply to a communication from that authority, notifying the appointment of Dr. Scott as physician to the durbar of the Nawaub, now recently deceased, and my appointment as a Naib-i-Mooktear to my infant nephew; and wherein your Honourable Court express your approval of the former proceeding, on the ground of the Naib-i-Mooktear being the next heir in case of his demise, which event having now taken place, I cannot doubt but that, in the judgment and decision of your Honourable Court, I must be duly and regularly admitted as the next heir, and consequently indisputably entitled to the succession to the musnud thus rendered vacant by my nephew's decease; and your Honourable Court being in this case the paramount authority, it is hardly necessary for me to advert to the more recent recognition of my claim by the Most Noble the Marquis of Tweeddale, Governor in Council of Fort St. George, in the year 1843, who, in a Minute having reference to the exemption list of the relatives of his Highness the Nawaub, ordered a remarkable alteration to be made in that list, with the following remarks:—“His Lordship in Council observed that Prince Azeem Jah Bahadour (the late Naib-i-Mooktear) does not hold that place in List No. 1, to which he is entitled in consideration of the position he has lately occupied in communication with the British Government, and that which he still holds in relation of his Highness the Nawaub and to his succession to the musnud. It is therefore resolved that the name of Prince Azeem

Jah

Jah Bahadoor be placed first in the list of the male relations of his Highness the Nawaub."

4. That although the above acknowledgment recorded by your Honourable Court, and thus acted upon by your Government of Fort St. George, is amply sufficient to establish the claim I have advanced, I beg leave to make a slight reference to the conditions of the Treaty of 1801, entered into with my father, the Prince Azeemood Dowlah, when the right of succession was transferred from the family of Nawaub Omdut-ool-Omrah to the said Prince Azeemood Dowlah, the founder of that branch of the family, of which I am the present heir and representative.

5. That by the first article of this treaty the Prince Azeemood Dowlah is formally established in the state and rank (with the dignities dependent thereon) of his ancestors, heretofore Nawaubs of the Carnatic; one essential part of that dignity being, that the succession to the said state and rank is hereditary, having been so specified in the *altumgah* of his majesty the Emperor of Delhi, granted to the Nawaub Wallajah, whose father, Anwar-u-Deen Khan, was the original Nawaub and Souhbahdar of Arcot.

6. That by the second article of the treaty it is declared by and on behalf of both the high contracting parties, that such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawaubs of the Carnatic, as are concluded to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are thereby renewed and confirmed; and as the treaties alluded to are declared to be binding on the heirs and successors of both the contracting parties, and as the interests of one of those parties at least, and his heirs and successors, is inseparably bound up with the continuance of the said rank, state and dignities, I cannot but conclude, that although the Madras Government has temporarily declined to acknowledge my claim to the succession, yet my title thereto is too clear and too strong to admit of question, and therefore will be honourably recognised and confirmed by your Honourable Court; and the more readily, as your Honourable Court's admission of the validity of such title has been placed on the public records of the State.

7. That as a proof that the Government of India consider the provisions of the treaty as descending along with the succession to the heirs of the Nawaub, I beg to quote an extract from a letter of the Government agent to my brother, the father of the late Nawaub, dated the 13th December 1819, conveying the opinion of the Governor General in the following terms: His Lordship conceives a new treaty between his Highness and the Company to be unnecessary, as he considers his Highness to be *ipso facto* a party to the treaty concluded with his father in 1801; whence it follows that, as the predecessor of the late Nawaub was a party to the treaty, as the heir of Nawaub Azeemood Dowlah, the late Nawaub was also a party to it, as the heir of Nawaub Azum Jah; and, consequently, in virtue of my heirship to my nephew, I must likewise be considered a party to the Treaty of 1801, and associated with its provisions.

8. That by the fourth, fifth and sixth articles of the treaty, the contracting parties stipulate and agree on the interchange of reciprocal advantages as follows: That the British Government shall, in virtue of this document, assume the administration of the civil and military government of the Carnatic, with a right to all the revenues thereof, save and except such portion of the revenues as shall be appropriated for the maintenance of the Nawaub, and the support of his dignity, and that of his immediate family; the precise amount of which is declared to be one-fifth part of the net revenues; and I beg respectfully to urge the observation, that the mutual advantages thus detailed are the result of the distinct stipulation and agreement with the avowment of which the fourth and fifth articles are headed and commenced, their validity on both sides being established by the joint and mutual consent of the contracting parties, neither of which can be competent to make any alteration in them without the concurrence of the other.

9. That the revenue assigned for supporting the dignity of the Nawaub and his family is as firmly and irrevocably guaranteed and secured in its full integrity to the heirs of the said family, as the administration of the Carnatic and the appropriation of the rest of its revenues are to the heirs of the East India Company, the former being assigned by the tenor and language of the treaty as the equivalent for the latter; and only so long as the said stipulation and agreement retains its force with regard to the former engagement, can it pass any force with respect to the latter, and as long as the East India Company continues to possess and enjoy the administration and revenues of the territories of the Carnatic, so long are the Company bound by every consideration of good faith and honest dealing, of British honour and national morality, to abide by the terms of the treaty under which these superior advantages have been acquired, and continue to be retained by them.

10. Having thus detailed my reasons for considering that the Treaty of 1801 justifies and upholds my claim to the musnud of the Carnatic, and that my construction of the treaty, as establishing the hereditary right to it in my family, has been adopted and officially recorded by the Governor General to your Honourable Court and the Government of Madras—for these several recognitions I conceive are based on the conditions and tenor of the said treaty. I will lastly refer to the recognition of his late Majesty, King George the Third, in a short quotation taken from a letter addressed by his Majesty to the Nawaub Azeemood Dowlah, my father, "Dated at Our Court at St. James's the 27th day of January 1804, and in

the 44th Year of Our Reign.—We congratulate your Highness on your accession to the musnud of your ancestors, on which may you long remain with honour and happiness. Your Highness may be assured that We shall seize every occasion of affording you proofs of regard, and of continuing to your Highness and to your family Our especial friendship and protection.”

11. That, if your Honourable Court could be induced to coincide with the apparent object of the Madras Government in setting aside the Treaty of 1801, and your own unambiguous recognition of my title in the public Despatch above quoted, no other alternative appears to remain to your Honourable Court than that of reducing the present descendants of the Prince with whom the treaty was contracted, by which the East India Company have obtained the wide territories and rich revenues of a valuable portion of British India to the miserable, degraded, and uncertain position of helpless pensioners on the precarious bounty of the Government, a condition which it was the desire and intention of Lord Clive and the Council of Madras, during whose administration the treaty was framed and concluded, to prevent and avert, and who, with reference to this particular arrangement, observe in their Despatch to the Secret Committee of your Honourable Court, dated the 3d August 1801-15. The mode of providing for the support of the dignity of his Highness the Nawaub Azeemood Dowlah is conformable to the principles on which the alliance between his Highness's family and the Company has been received and established. By these means the interests of his Highness will become united with those of the Company in the general prosperity of the Carnatic; and, while the actual security of the British interests provided by the present arrangement remains undiminished, the mode of supplying a fund for the expenses of the family in the manner suitable to its rank and to the dignity of the British Government, by the allotment of a proportion of the public revenues for that purpose, is entirely relieved from the degrading name and appearance of a stipendiary maintenance.

12. That I have made use of the above arguments on the supposition that the objection of the Government is referrible only to the tenor of the Treaty of 1801; but as it is within the range of possibilities that a second objection may be advanced under the idea that the uncle cannot be his nephew's successor according to Mahomedan law, as he can be by the laws of Europe and Christianity, I beg to adduce an instance to the contrary, of the recent date of 1837, in which year Nusserood Deen Hyder, the King of Oude, was succeeded by Nusserood Dowlah, his uncle, the grandson of whom is the present King, both having succeeded to the throne with the knowledge and sanction of the Supreme Government.

That having thus argued the propriety of my claim as based upon the treaty and the attestations of your Honourable Court and the Governor in Council of this Presidency, and shown that the Mahomedan custom and law are in support of it, as well as British law and practice, I finally commend myself and my claim to the generous and favourable consideration of your Honourable Court, and have the honour to subscribe myself.

The following is the Despatch containing the Directors' decision. It reads a little strangely after a perusal of the foregoing statement, from which the facts as they really stand, appear. There is, however, every excuse to be made for the obvious mistakes in point of fact into which the Honourable Court of Directors have fallen, in the circumstance of the distant dates of the transactions to which they refer, and in the view of the large and confused mass of material out of which the facts have to be gathered:—

1. The Governor General's letter in the Foreign Department, dated 14th November 1855, and the political letters from the Madras Government, dated the 12th October, the 20th November, and the 4th December 1855, report to us the death, *without direct heirs*, of his Highness Mahomed Ghouse, Nabob of the Carnatic, and communicate the views of the Governor General and of the Governor in Council at Madras respecting the consequences of that event.

2. In the opinion both of the Governor General and of the Madras Government, the dignity of the Nawaub of the Carnatic has expired; the treaties between the British Government and the successive heads of the family of Wallajah are at an end; the British Government are under no obligation to recognise any person as successor to the rights hitherto enjoyed under those treaties; and expediency being wholly against such recognition, these authorities are unanimously of opinion that it ought not to take place.

3. We have carefully examined the past history of the relations of the British Government with this family, and have bestowed on the important question referred to us the earnest deliberation due to all questions which can be supposed to involve considerations of public faith.

4. We find that when, in 1801, the representative of the junior branch of the family of Wallajah was placed on the musnud by the act of the British Government, a formal announcement was made to the following effect: The conduct of the two previous Nawaubs, Walajah and Omdut ul Omrah, had placed them in the position of public enemies of the British Government; that all antecedent right of the family had been forfeited; and that the Nawab Azeemood Dowlah was solely indebted for his titular sovereignty, and for the

the pecuniary and other rights annexed to it, to the grace and favour of the British Government.

5. We find that Azeemood Dowlah fully acknowledged this fact; and that the original draft of treaty prepared by the Madras Government having contained words implying that the British Government did not confer a new, but recognised a pre-existing right, those words were, on that express ground, by the desire of the Marquis Wellesley, struck out, and others substituted which did not contain that implication.

6. The rights of the family being thus derived from the Treaty of 1801 are necessarily limited by its terms, and those are exclusively personal to Azeemood Dowlah. There is no mention in the treaty of heirs and successors, nor any stipulation respecting descendants. Two successions, indeed, have since taken place, but on each of these occasions the question was regarded and treated as one subject to the decision of the British Government. On the first of these occasions the Governor General acknowledged the son of Azeemood Dowlah as his successor in the rank and title of Nawaub of the Carnatic; but the meaning of that ambiguous term was cleared up by the declaration, His Excellency is pleased to resolve that the pecuniary provisions of the Treaty of 1801 shall remain in force. On that last vacancy the family were expressly informed that "*it is the intention of Government that the late Nawaub shall be succeeded in his state and dignity by his infant son.*" It was thus distinctly held that the Government might have refused its assent to the succession even of a direct heir, and on the present occasion there are no direct heirs.

7. In the circumstances, there cannot be any obligation on the British Government to continue the provisions of the Treaty of 1801 in favour of any collateral relative of the deceased Nawaubs; while, in the absence of obligation, we entirely agree with the Madras Government in the opinion, that it would be highly inexpedient to do so. Such titular sovereignties, and the exemption they are held to confer from the common operation of the law, are always an evil, and in the present case their effect has (as was truly observed by Lord Harris) been morally most pernicious, "not only by favouring the accumulation of an idle and dissipated population in the chief city of the Presidency," but by the scandalous want of principle evinced in pecuniary matters, both by the late Nawaub and by his uncle, Azeem Jah, the nearest collateral relative.

8. Azeem Jah has addressed to us a memorial, in which he professes to consider his right to the musnud as having been admitted by the Madras Government and by us. He cites with this view an expression in the resolution of Government in 1843: "The position which he holds in relation to his Highness the Nabob, and to his succession to the musnud;" and a passage from one of our letters to the Madras Government, dated 14th January 1829, in which he is spoken of "as the next heir," in case of the Nabob's demise. The subject then before us was not the succession to the musnud, but the appointment of a physician to the young Nabob, and we had no intention whatever of entering into the question, what might be Azeem Jah's rights of inheritance. As the nearest of kin, we spoke of him as the heir to whatever could be legally derived from the Nabob by inheritance, but the Nabobship had never been considered by us to be heritable by heirs of right.

9. We, therefore, fully adopt the opinion of the Governor General and of the Madras Government, that the title and dignity of Nabob, and all the advantages annexed to it by the Treaty of 1801, are at an end.

The 10th and 11th paragraphs of the Despatch refer to the provisions proposed to be made for his Highness Prince Azeem Jah and the officers of the late Nawaub's household, and others, by way of allowances and pensions, and to the payment of the debts of the late Nawaub.

12 (and last para. of the Despatch). We perceive that, in the contemplation of the Madras Government, the palace of Chepauk will at once be at the disposal of the State as public property. Sir Henry Montgomery says that it was mortgaged, which might imply that it was considered to be private property. You will institute further inquiries upon this point; but, whatever may be the correct view of the subject, we do not wish to see the ladies of the Nabob's immediate family deprived, against their inclination, of the privilege of residing in that edifice; and the most liberal consideration should be given to any claims they may prefer to portions of the personal property contained in the building.

Such is the force of truth and justice, that the difficulty which is now to be experienced is in repressing the multitude of answers with which the reasoning of the Directors is at once met and overwhelmed. Answer to Com-pany's argument.

The real question raised by the decision of the Directors is, whether "the dignity of the Nawaub of the Carnatic has expired." There are several points of view from which this question can be regarded.

I. Sovereignty not alienated.

I. In respect there was no transfer, by the Treaty of 1801, to the Company, of the sovereignty of the Carnatic; that sovereignty still subsists in the person of the present Nawaub, and cannot be terminated by the will of the Directors, without the exercise of an unwarrantable act of violent aggression against an unoffending and virtuous sovereign Prince.

No conveyance of sovereignty.

Said that right forfeited by violation of alliance.

Relative position of Nabobs and English.

Vattel, ii., 12, 155.

Company's rights from treaty.

No penalty for violation.

Consequences of violation.

Vattel, ii., 13, 200.

Company did not assert what now maintained.

Case, p. 106.

Page 109.

Page 111.

Upon attending to the terms of the treaty it will be seen that all that is conveyed to the Company, or vested in them, is the administration of the civil and military government of the Carnatic. There is no conveyance, and it is not pretended that there is any, of the right of sovereignty; but it is now said that the right of the family had by an antecedent fact, viz., the alleged violation of a previous treaty, been forfeited. This is a most singular and startling doctrine. If true, it would involve this most alarming conclusion, that should at any time Her Majesty the Queen happen, whether wittingly or unwittingly, to violate the faith of any treaty with another sovereign, great or small, the Crown of Great Britain would, by such an act, be immediately forwarded to that other power, or, at best, would cease to exist. The proposition is so absurd as to require no refutation, but it may be proper to see how the matter in this case really stands.

The Nawaubs of the Carnatic were, and had been, past the records of their country, the sovereigns of that province—a territory which in extent was as large as the kingdom of England. The English, on the other hand, were foreigners, and necessarily therefore intruders. As foreigners they had no natural rights. Any they could or did enjoy, were those which the sovereigns of the country chose to allow. They had acquired no rights by conquest from the Nabob, because not only had he never been at war with them, but they had continually been close allies. Any rights, therefore, which they held, they had acquired either by the grant or good-will of the Nawaub, or by agreement with him, or by purchase; and not only were they not in the position of his superiors, but he was, in point of fact, in the position of the natural superior to them in his own country. Nor did his sovereignty suffer even derogation by the fact that the Company undertook, at his expense, to garrison his forts.

Any political rights which the Company held were rights derived from treaty. The treaty which was in operation at the time to which these remarks point was that of 1792. That treaty conferred certain specified rights of security upon the Company, in the event of the Nawaub failing to make payment of the sums for which he had become bound; but beyond this it contained no penalty. Nay, even the clause out of which it is said that so much mischief was to accrue from its violation, is literally silent as to the effect of violation. It simply runs, "And the said Nawaub agrees that he will not enter into any negotiation or political correspondence with any European or native power without the consent of the said Company."

There being, therefore, no express or even inferential declaration as to what the effect would be of a violation of the treaty, and particularly of this clause of it, the rights of the parties fell to be regulated by the general law of nations. And here, that there may be no room for difficulty, it may be assumed in argument: 1. That there was a violation of the treaty: 2. That it was violated in a fundamental article: and, 3. That the Company were not bound to have demanded or allowed explanations. But, with all these admissions, the whole right which in the most aggravated point of view could arise, was that the Company would have been "at liberty to choose the alternative of either *compelling a faithless ally to fulfil his engagements, or of declaring his treaty dissolved by the violation of it.*"

Now, although there was a good deal of erroneous assumption for a purpose at the time, it cannot even be said that the Company either asserted or exercised the rights which are now said to have flowed from the alleged violation. A few references to the Despatches will show what they did assert. Thus, in the declaration of 31st July, all that is said is that the Nabobs have "thereby *forfeited all the benefits of the said alliance,*" and "placed themselves in the condition of public enemies." In the Governor General's Despatch of 18th August, he says that the result was, that it had placed the soubahdar "in the situation of a public enemy," "had *annihilated the existing treaties,*" "and had sanctioned the enforcement of such measures as the British Government might deem necessary for the security of its rights and interests, as connected with the Soubahdary of Arcot." Again, in

Lord

Lord Clive's letter in reply, his Lordship simply says that the "right acquired" was "to exercise discretion in the enforcement of such measures as might be deemed necessary for the security of the rights and interests" of the British Government, and that the Nabob had "stated his conviction that the rights of his Highness's family, founded on its connexion with the Company, had been annihilated." The plain meaning of all this is simply, that the alliance having been broken, the British Government were free to demand, and, if necessary, to obtain by force of arms, "security" for that which it deemed to be existing "rights and interests" in the Carnatic.

The expression attributed to his Highness is in precise accord with this view, as all that he says is that the rights founded upon the alliance were at an end. At another place his Highness himself says, "The terms of those engagements were infringed, and our whole house consequently involved in a situation dangerous and alarming." That was all.

The Company's view appears also from other expressions, such as designating the part which they took in the elevation of the Nabob, as lending him their "assistance and support," and "acknowledging" his accession.

But so far were the Company from alleging that they had acquired the right of sovereignty by virtue of a violation of the treaty, that they expressly attributed the acquisition of a right which could only have flowed from the sovereign, to treaty with the Nawaub. In the proclamation of 31st July this is repeated over and over again. It is there said, that "The Company have, by the treaty above-mentioned, acquired;" that the rights acquired were "by compact;" that the "trust" was "transferred to the Company by the present engagements;" and that the Nawaub "has divested himself by the treaty." This was equivalent to an admission of what was undoubtedly true, that, without recourse to arms, it was by compact alone that the Company had acquired, or could acquire, from the Nawaub any right in the Carnatic.

And here it may be observed, that such a right could not pass by inference or by anything but express grant, even if such grant would have been lawful. It was a right of a distinct, important, pre-eminent character, and could not be passed except *per expressum*. Nay, even in case of doubt, it would not have passed, and that upon the acknowledged rule in the interpretation of treaties, "that whatever tends to change the present state of things, is also to be ranked in the class of odious things, for the proprietor cannot be deprived of his right, except so far precisely as he relinquishes it on his part; and, in case of doubt, the presumption is in favour of the possessor."

Assuming, however, that any right had passed or been acquired by the Company, by reason of the alleged violation of the treaty, that right must, in consequence of the lapse of time, be held to be lost or abandoned by the operation of the law of prescription. The consequence of neglect for such a length of time is, that "the law of nature will no longer allow" a person in such a situation "to revive and assert his claims;" "the law requires that every proprietor who, for a long time, and without any just reason, neglects his right, should be presumed to have entirely renounced and abandoned it. This is what forms the absolute presumption (*juris et de jure*) of its abandonment;" and this is a law which holds even more strongly between sovereigns or between nations, than between private persons, as will be afterwards pointed out.

But more conclusive even than the presumption of abandonment is an act of actual restoration or renunciation. In the present case, any rights which could by any possibility have emerged by reason of a violation of the treaty, were renounced or restored by the revival of the alliance.

The treaty itself bears to have been executed "with the view of reviving the fundamental principles of the alliance," and it is repeatedly mentioned in the course of the Despatches—as, for example, in the Declaration of 31st July—that the treaty was entered into "for the express purpose of reviving the alliance between the Company and his illustrious ancestors; and again, in the Declaration of 18th December, it is stated that Azeem-ul-Dowlah had made himself "the instrument of restoring the foundation of alliance with the British Government, and of the rank and dignity of this new illustrious family." By such revival it necessarily resulted that matters were restored to the position in which they were prior to the interruption of the alliance, except in so far as the parties had agreed to a change. This, however, trenches upon the next aspect of the case.

Company attributed acquisitions to treaty.

Sovereignty would not pass by inference.

Vattel, ii., 17, 305.

Any right cut off by prescription.

Vattel, ii., 11, 141.

Ibid. sec. 147.

Rights restored by revival of alliance.

Page 103.

Page 119.

Nawaub's right
fixed by treaty.

II. The Nawaub has right in virtue of express Treaty Agreement.

In considering this part of the case, which it may be necessary to do in some detail, it will first be shown that the right arises under the express terms of the treaty; and, second, that supposing doubt could possibly be entertained, there are a multitude of facts and circumstances which determine the question. It may here be observed, that the treaty in reality requires little application of the rules of interpretation, which are so distinctly laid down in Vattel's authoritative work on the Law of Nations. Justice and good faith are at the bottom of all such rules; but there is one rule, against the transgression of which interpreters require to be carefully on their guard: "That an evidently *false interpretation* is the grossest imaginable violation of the faith of treaties. He that resorts to such an expedient, either imprudently sports with that sacred faith, or sufficiently evinces his inward conviction of the degree of moral turpitude annexed to the violation of it. He wishes to act a dishonest part, and yet preserve the character of an honest man; he is a puritanical impostor, who aggravates his crime by the addition of a detestable hypocrisy."

Vattel, ii., 15, 233.

1. The Terms of Treaty.

Is treaty personal?

The Directors say, that the treaty is personal to Azeem-ul-Dowlah. If this view were sound, it would, as it will afterwards be shown, be the worse for the Company; but as his Highness Prince Azeem Jah has no intention of claiming that the treaty should be considered to have been personal, he will now proceed to show that it must be considered to be real, or descending and perpetual.

Not deducible from
being concluded by
Azeem.

Vattel, ii., 12, 184.

The writer of the Directors' Despatch has been obviously misled by observing that the treaty bears to have been concluded by Lord Clive on the one part, and by his Highness Azeem-ul-Dowlah on the other. But "we are not to conclude that a treaty is a personal one, *from the bare circumstance of its naming the contracting sovereigns*, for the name of the reigning sovereign is often inserted with the sole view of showing with whom the treaty has been concluded, without meaning thereby to intimate that it has been made with himself personally. This is an observation of the civilians Padius and Ulpian, repeated by all writers who have treated of those subjects."

Page 102.

Who were the con-
tracting parties.

This observation is so true, that upon reference to the treaty in question, it will at once be seen, that "*the contracting parties*" are the Company upon the one hand, and the "Nabobs of the Carnatic" upon the other; and that Azeem-ul-Dowlah's name is only brought in as indicating by whom the treaty was "*concluded*."

Circumstances in
treaty showing not
personal.

But there are various observations arising out of the terms of the treaty which are also destructive of the idea that it was a mere personal treaty with Azeem-ul-Dowlah.

1. Terms same as
Draft Treaty with
Omdut-ul-Omrah,
Case, p. 101.

1. The terms of the treaty were, as already stated, identical, at least in substance, with the treaty which was proposed to have been entered into with the former Nawaub Omdut-ul-Omrah.

2. Same terms
offered to Houssain
Ally, p. 109.

2. It is stated in Despatches that "the same terms" were offered to Azeem-ul-Dowlah as had been offered to Ally Houssain.

These are external circumstances going to this, that the treaty could not be considered personal in that familiar sense of the term in which it is apparently used by the Directors.

3. Incorporation
with previous
treaty.

3. The second article of the treaty bore, "that such parts of the treaties heretofore concluded," "as are calculated to *strengthen the alliance, to cement the friendship, and to identify the interests* of the contracting parties, are hereby renewed and confirmed."

4. Treaty with
successors.

4. Flowing out of this clause there is an observation which, of itself, entirely nullifies the objection made by the Directors, that there is no mention in the Treaty of 1801 of heirs and successors, because by this article the Treaty of 1792 was, at least to the above effect, incorporated; and that treaty undoubtedly bore to have been entered into by Mahomed Ali, "for himself and his successors."

Case, p. 63.

5. Treaty perpetual.

5. The treaty expressly bears, that it was executed for the purpose of "supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties in all times to come."

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6. The

6. The treaty declares that the full and exclusive "right to the revenues (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity) shall be for ever vested" in the Company. The exception must necessarily be as enduring as the grant.

6. Perpetual exception of provision to Nabob.

7. There is provision made in the treaty that a certain portion of the revenue should be annually allotted for the maintenance and support of the Nawaub. It is nowhere stated that this payment should cease at the death of Azeem ul Dowlah. There is, in fact, no period of termination either to this payment or to the rights of the Nawaubs. The whole structure of the treaty is evidently based upon the footing that it was to be a perpetual burden, and any attempt to reduce the treaty to a personal treaty with Azeem ul Dowlah, only leads to inextricable difficulties. Thus, the provision of one-fifth of the revenues for the maintenance and support of the said Nabob, and of his own immediate family, is obviously a provision in favour of the Nawaub for the time being, for the purpose of maintaining his state and dignity, and his own immediate family. But to construe the treaty into a personal one would lead to one of two results; either the provision wholly ceased upon his death, or it did not. If it did, then the royal family would then at once be bereft of all support from the revenues. If it did not, then it continues so long as any one member of the family survives, and that without diminution, although the royal dignity would, upon the supposition, have no longer to be maintained. When such alternatives are the result of construing the treaty into a personal one, it is clear that any such interpretation must be erroneous.

7. No period at which Nawaub's rights to terminate.

8. The treaty expressly bore that its object partly was "for settling the succession" to the soubahdarry of Arcot. This is repeated both in the title and in the preamble.

8. Object to settle succession.

Lastly, the express words of the treaty were, "The Nabob Azeem ul Dowlah is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic."

9. Azeem vested with state and rank of former Nabobs.

This expression is unlimited, and it can admit of no manner of doubt that its plain meaning is, that he succeeded to the state and rank of his ancestors in all their entirety, whatever that was. But one of those qualities which attached to that state and rank was, that it transmitted itself to his heirs or descendants; in other words, the right was hereditary. That the right was hereditary is abundantly evident from all that has preceded. The earliest record of the Nawaubs commences with Sadatullah in 1710. He was succeeded by his adopted son Dost Ali, he by his son Suffder Ali, and he again by his son Saib Mahomed Khan. That family apparently was extinct at his death, but at all events Anwar-ad-Dien commenced a new dynasty. He was succeeded by his son Mahomed Ali; he again by his son Omdut ul Omrah, so that, throwing out of view the three sovereigns who have succeeded during the 54 years which have elapsed since the treaty was executed, there can be no question that at its date hereditary succession had been the rule. It had been so through seven Nawaubs, and for a period of at least 90 years. How much further back is not known, nor is it material, because "the right of succession is not always the primitive establishment of a nation; it may have been introduced by the concession of another sovereign, and even by usurpation. But when it is supported by long possession, the people are considered as consenting to it; and this tacit consent renders it lawful, though the source be vicious. It rests then on the foundation" "that alone is lawful, and incapable of being shaken, and to which we must ever revert." These Nawaubs had been not only acknowledged successively by the English, but the English had even recognised their right to appoint a successor. This was expressly admitted in the agreement with the Nawaub in 1781, and it was practically recognised by their transacting with Ally Houssein as successor appointed by the will of his father. But the hereditary right did not depend merely upon long possession and acknowledgment, it was, as has already been distinctly shown, a matter of express grant from the Emperor, the Nawaub's constitutional superior, and it would be impossible for the English Company to challenge either the power of the Emperor to make that grant, or its efficacy, because, as has also already been shown, they were instrumental themselves in obtaining it. Indeed, it may be held to be quite undoubted that in 1801, no one ever ventured to assert, or even to imagine, that the Nawaubship

Hereditary right attached to state and rank of Nabob.

Vattel, i., 5, 59.

Case, p. 57.

Pp. 96, 98, and 106.

Page 49.

Pages 44, 45, 46.

was not hereditary. And if so, it would be most unnatural to suppose that any person at that time understood that the succession was not to continue hereditary in the person of Azeem ul Dowlah. But it is truly of little consequence although they had supposed differently, because it is perfectly clear, that succeeding to the same "state and rank" as his ancestors, Azeem ul Dowlah was, by every rule of law and obvious interpretation, vested with a right which transmitted itself through him to his heirs and descendants.

Notwithstanding the impossibility of getting over these plain facts, although it probably arises only from an ignorance of them, the Directors of the Hon. Company labour under the impression that the Nawaub was invested merely with a life interest in the Nawaubship—that he succeeded simply, in short, to a sort of life peerage. Of course, all this proceeds upon the erroneous assumption that the rights of the Nawaub were forfeited to the Company by the alleged violation of the Treaty of 1792, but it will now be proper to state a variety of,

2. Facts and circumstances.

2. Facts and circumstances proving that it was a real right of sovereignty with which Azeem ul Dowlah was invested.

These facts are so numerous, that they can only be mentioned with as little observation as possible.

1. Object of treaty.

1. The first of them which at once arrests attention is, that the *object* of the treaty was not to deprive the Nawaub of his sovereignty, but simply to obtain "security to the Company for their existing rights and interests" in the Carnatic. This has been proved to demonstration in the preceding part of this case, and it is equally clear that all the allegations about violation of treaties, and the consequences therefrom arising, were used simply *as a lever power* to attain the object at which the Company aimed; and accordingly the arrangement which was carried out in 1801 was in conformity with the spirit of the arrangements which the Company were desirous of making with the Nawaub at a time long prior to the date at which the documents were found which were said to have vitiated the alliance. Now, the "reason of the law or of the treaty, that is to say, the motive which led to the making of it, and the object in contemplation at the time, is the most certain clue to lead us to the discovery of its true meaning, and great attention should be paid to the circumstance whenever there is question either of explaining an obscure, ambiguous, indeterminate passage in a law or treaty, or of applying it to a particular case." The application of this rule in the present case is obvious.

Vattel, ii., 17, 287.

2. Expressions elsewhere used by Company.

2. It is evident, from expressions elsewhere used, that the Company had no intention, either by treaty or otherwise, of injuring the Nawaub, or of in any way affecting his status as a hereditary Prince.

In the first place, this is proved negatively by the absence of all expression indicative of any such desire or intention.

But it is proved positively by the use of language for the express purpose of guarding against the idea that the dignity was to be or had been infringed; and without going back upon the observations made on this subject relative to the previous Nawaubs, some of the expressions used in connexion with the transaction of 1801 may be adverted to.

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One of these was what was stated by the Commissioners at their interview with the Khans on 16th July 1801. The Commissioners then made this most important statement to the Khans: "We therefore drew this conclusion, that the rank and dignity of the Nabob of the Carnatic *could not be injured* by extending the operation of that condition, and that the object of proposing an amicable adjustment instead of proceeding to exercise the rights acquired by the British Government, was manifestly founded on the desire of *preserving to the family the rank, dignities and splendour of the Nabobs of the Carnatic.*" And without adverting to other passages, attention may be drawn to the declaration by Lord Clive of 18th December 1801, in which, besides other expressions of similar import, his Lordship declared, and the declaration was of the more importance, seeing that it was addressed to natives of high rank, "when the Nabob Azeem ul Dowlah was raised to the rank of Nabob of the Carnatic, his Highness *succeeded to the rights of his illustrious ancestors, heretofore Nabobs of the Carnatic.*" The rule upon this subject is, "if he who has expressed himself in an obscure or equivocal manner has spoken elsewhere more clearly on the same subject, he is the best interpreter of his own words. We ought to interpret his obscure or equivocal expressions

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Vattel, ii., 17, 284.

expressions in such a manner that they may agree with those clear and unequivocal terms which he elsewhere used, either in the same deed or on some other similar occasion."

3. In like manner, it is important to observe, that Azeem ul Dowlah's understanding of his rights was precisely the same as that given out by the Company. In his letter of 30th December 1802, he speaks of "the consideration due to my rank as a sovereign Prince, in conformity to the first article of the Treaty of the Carnatic, which secures to me the same rank, dignities, and immunities which were enjoyed by my venerable grandfather;" and in his letter of 7th January 1803, he repeats, "my honour and dignity is the same as that of my revered grandfather."

3. Expressions used by Nabob.
Page 123.

Page 124.

4. Of a kindred nature were the expressions used by the Company, indicating that it was not with Azeem ul Dowlah as an individual, but as the representative of a *family*, that the Company dealt. The following expressions may be referred to:—Lord Clive, 27th July 1801: "The gracious and conciliatory measure of establishing a *branch of the house of Mahomed Ali*." Lord Clive, 3d August: "The alliance between his Highness's *family* and the Company has been revived and established." Lord Clive, 18th December: "To preserve to that respectable *family* its ancient rank," for the preservation of the dignity of that respectable *family*." "The Nabob Azeem ul Dowlah has made himself the instrument of restoring the rank and dignity of this *new illustrious family*." Lord Clive to Nabob, 18th December: "*The re-establishment of the family in its rank.*"

4. Company dealt with family.

Page 101.

Page 107.

Page 118.

Ibid.

Page 119.

5. Nay, so clearly did the Company consider themselves to be dealing with the family, and not with an individual, that, in looking forward after the treaty to the future augmentation of their revenues, there is an entire absence of all reference to additional revenues falling in by the death of the Nawaub. "The augmentation of our resources," they say, "must be proportioned to the gradual restoration of the wealth and prosperity of the country."

5. Do not calculate upon increased revenue from Nabob's demise.

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6. Moreover, it is perfectly clear that the Company did not transact with the Nabob in the capacity of a mere pensioner. Against this they carefully guarded. Thus, at the meeting with Ally Houssain (and it will be kept in view that "the same terms" were proposed to Azeem ul Dowlah), he was informed by the Commissioners, "that the alternative choice was either to become the *acknowledged Nabob* of the Carnatic, or one of the many *pensioners* dependent on the bounty of the Company." Lord Clive, 3d August: "The mode of supplying a fund for the expenses of the family" "is entirely relieved from the degrading name and appearance of a *stipendiary* maintenance." Governor General, 18th August: "His Excellency in Council highly approves the consideration which has been manifested for the prejudices and condition of his Highness as the acknowledged soubahdar of Arcot, in apportioning his income on the revenues of the Carnatic rather than by granting it in the form of a *pension*."

6. Nabob not a pensioner.

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Page 110.

7. Nor was it as a pensioner that he was treated, but as the proper legitimate Sovereign. Among other circumstances, this is evidenced by the following facts:

7. Received as sovereign.

(1.) He received all the honours attached to the high station of Sovereign. He was installed "with every practicable degree of splendour and of public respect." He received royal honours, and annually the guns of the saluting battery of Fort St. George, ushered in his anniversary; while his burial ceremony was conducted with "appropriate military honours."

(1.) Receives Royal honours.
Page 106.
Page 117.
Page 129.

(2.) His elevation to the dignity was intimated in the usual way to the various sovereign powers with whom he had relations; and not only is he recognised by them as successor to the vacant musnud, but it is quite clear that he was accepted, acknowledged, and transacted with, as successor in ordinary course, having all the rights and status of those who had formerly held that kingly office. Indeed, this is given actual expression to in one of the letters: "Seeing that you have succeeded, in the *usual manner*, to the Government, I have derived therefrom a degree of pleasure and happiness which it is impossible for me sufficiently to express." These letters are, moreover, of more importance than at first appears, because they all passed through the hands of the English Government, and they passed without objection or comment. Nay, it is remarkable, that if so serious a matter had befallen the Carnatic, as that the office of its sovereign ruler had

(2.) Elevation intimated to Sovereigns.

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lapsed or passed into another power, and that the present occupant was to be the last of the race, a mere life tenant, that some mention should not have been made to either the Nizam or the Emperor, the legitimate over-lords. The absence of any such intimation is only one of the many proofs of the views entertained at the time.

(5.) Enjoys rights of sovereignty. nuzzers.

Page 75.

Feb. 17, 1802.

Page 118.

Gardens of Sautgur, and other appendages of sovereignty.

Page 118.

Immunity from British courts of law.

Pages 121 to 125.

8. Nabob certified to be an independent Prince.

Page 126.

9. Succession of Azem Jah and grandson.

10. Azem Jah treated as next heir.

(3.) The Nawaub enjoyed the actual rights of sovereignty. It has been seen that the right of demanding nuzzers, which had been a subject of dispute in the time of Omdut ul Omrah, was at once conceded to Azem ul Dowlah as "immediate superior Lord" of those by whom they were payable. These nuzzers were directed "to be transmitted, according to the ancient usage, to the Durbar of the Nabob of the Carnatic."

In like manner, the gardens of Sautgur, the palace and gardens of Trichinopoly, and sundry villages, and other enaums appropriated to religious purposes, were "relinquished to his Highness as appendages of Sovereignty."

Another fact flowing expressly from his position as Sovereign, and therefore proving what that position was, was the immunity enjoyed by himself, and his family and dependents, from the jurisdiction of the English Courts. Despatches proving this, and containing evidence of Lord Clive's desire to maintain the immunity under the faith of the treaty, "*in the same full and ample manner as they have heretofore been enjoyed by his Highness's predecessors, Nabobs of the Carnatic,*" have been above printed. And, in short, there was no honour or right of sovereignty, save what have been granted away by the treaty, which the Nawaub did not fully enjoy.

8. But in addition to being styled (as he certainly was) "Sovereign of the Carnatic," a title by which he will be found to be designated in many places throughout the Despatches, there is a document among those which have been printed, which of itself is quite sufficient to set every question at rest. This document was the declaration, dated 1st February 1803, by which the Governor in Council at Madras did thereby certify "that the Nabob Azem ul Dowlah was acknowledged and recognised by our said Government as an *independent Prince*, the Soubahdar of the Carnatic Payen Ghaut, and an ally of our said Government." Independent Prince! Why, that is the whole question raised by the decision of the Directors. If he was an independent Prince, his rights transmitted independently of the Company to his successors. This declaration in itself would be conclusive of the whole matter.

9. Accordingly, the best proof was afforded that he was regarded as an independent Prince by the fact, that at his death his son succeeded to his rank and title, and that upon that son's death his grandson succeeded. The succession of the son and grandson without objection—nay, as a matter of course—are in themselves worth a world of facts and circumstances, of documents and inferences. Beyond the rights arising or lost by acquiescence in their accession, they contain the most conclusive evidence within themselves of the interpretation put upon the treaty, at a time when the execution of the treaty may be said to have been almost within the recollection of the officials of the Company. Could better evidence of the view so entertained by the Company (and, of course, their views are binding only on themselves) be found anywhere than in the fact, that when the last succession opened, the successor recognised and elevated was an *infant*?

Lastly. There is the fact, susceptible, if necessary, of proof, that his present Highness Prince Azem Jah has been treated throughout, and till his nephew's death, as next heir to the throne.

With all these facts staring one in the face, facts which speak for themselves and require no comment, it is not possible to maintain that the Nawaubship was an office with which Azem ul Dowlah was invested for his life merely; but that in precise conformity as well with the spirit and the terms of the treaty as with the whole facts and circumstances of the case, the right was one which must pass to descendants, and now, therefore, vests in the person of his Highness Prince Azem Jah, the second son of Azem ul Dowlah, and direct and indisputable heir to the musnud.

But there is another view of the matter which now falls to be considered.

III. According to international law, if the Treaty was a personal one, it ought, in the circumstances to be renewed, or if not renewed, the provisions on both sides fall; but if the provisions in favour of one of the contending parties subsist, the provisions in favour of the other subsist also.

1. Assuming the treaty to be personal, it ought to be renewed.

1. If personal, treaty should be renewed.

The treaty which was entered into in 1801 was a substantial one, in which not only were the advantages mutual, but the advantages derived by the English were much greater than those derived by the Nawaub; and not only have these advantages continued to the English, but they have greatly improved in the course of time. The English, therefore, could suffer no wrong or injury by a renewal. In these circumstances, what is the course of duty which is sanctioned by international law? "When the term for which the treaty was made is expired, each of the allies is perfectly free, and may consent or refuse to renew it as he thinks proper. It must however be confessed, that if one of the parties, who has almost singly reaped all the advantages of the treaty, should, without just and substantial reasons refuse to renew it now that he thinks he will no longer stand in need of it, and foresees the time approaching when his ally may derive advantage from it in turn, such conduct would be dishonourable and inconsistent with that generosity which should characterise sovereigns, and widely distant from those sentiments of gratitude and friendship that are due to an old and faithful ally."

Vattel, ii., 13, 199.

2. Assuming the treaty to be personal, and is not to be renewed, the provisions in favour of both parties have fallen.

2. If not renewed, provisions on both sides fall.

The effect of an alliance having fallen or terminated, is to destroy or terminate the provisions and engagements on both sides. The effect in the present case accordingly would be that the whole administration, civil and military, of the Carnatic, with the collection of the revenues, and whole revenues of the country, would fall to be restored to the Nawaub. This would, indeed, be a serious matter for the English Government; but to such a right his Highness Prince Azeem Jah has no intention of laying claim. He rests his claim upon the Treaty of 1801, being real and permanent. He is prepared to maintain the faith of the treaty on his part, and to enter into such engagements as may be desired with a view to renew or confirm it.

3. Assuming the treaty to be subsisting, the provisions in favour of the Nawaub subsist.

3. If treaty subsist, provisions to Nawaub continue.

It is a rule of international law, that "real treaties, which were intended to subsist independently of the person who has concluded them, are undoubtedly binding on his successors; and the obligation which such treaties impose on the State passes successively to all her rulers as soon as they assume the public authority. The case is the same with respect to the *rights acquired by those treaties; they are acquired for the State, and successively pass to her conductors.*" This law of reciprocal rights is in complete harmony with all the principles of equity by which treaties are interpreted. The equity of the rule, in its application to the present case, cannot for one moment be doubted.

Vattel, ii., 12, 191.

IV. Independently of treaty and of every other right, his Highness Prince Azeem Jah is entitled, by the international law of prescription or usucaption, to succeed to the dignity of Nawaub of the Carnatic, with all the rights and revenues thereof.

IV. Right by prescriptive possession.

After having shown that usucaption and prescription are founded in the law of nature, Vattel says, "It is easy to prove that they are equally a part of the law of nations, and ought to take place between different States; for the law of nations is but the law of nature applied to nations in a manner suitable to the parties concerned. And so far is the nature of the parties from affording them an exemption in the case, that usucaption and prescription are much more necessary between Sovereign States than between individuals." "Were we allowed to recur to antiquity on every occasion, there are few sovereigns who could enjoy their rights in security, and there would be no peace to be hoped for on earth." And after stating various reasons for the law, he adds, "*Between nations, there-*

Vattel, ii., 11, sec. 147.

Ibid. sec. 149.

Vattel, ii., 11,
sec. 150.

fore, it becomes necessary to admit prescription founded on length of time as a valid and incontestable title." "Nay, more," he says, "as by virtue of that law nations are in all doubtful cases supposed to stand on a footing of equal right in treating with each other, prescription, when founded on long undisputed possession, ought to have its full effect between nations without admitting any allegation of the possession being unjust, unless the evidence to prove it be very clear and convincing indeed."

Now, throwing out of view altogether that his Highness Prince Azeem Jah is the rightful successor to a dignity of which we have record for 150 years back from the present time, and for how far beyond is probably unknown, there is the fact, sufficient of itself, that he is the rightful successor to a dignity which has endured, without interruption, in his father's house and family for a period of fifty-four years, and through three successive sovereigns. It signifies little, therefore, by what title that dignity was originally acquired, or whether any record of its origin even remains. Nay, the fact that the distance of time is so great that the Company have had a difficulty in knowing what the facts really were, is just one of those cogent reasons upon which this most just and salutary law is mainly founded. The propriety of the law finds exemplification in this very case. Without going beyond himself, the long and undisturbed possession by his family of this hereditary sovereign dignity has nurtured his Highness Prince Azeem Jah in a state and position, and into prospects and hopes from which, if he be compelled to descend, it can only be by doing a rude violence to all the feelings of humanity. With all these feelings, and under a sense of injury to themselves, the native population, his born subjects, fully sympathise. A petition to the Parliament of this country in support of his Highness's claims is in course of subscription by them, and already has been subscribed by several thousands.

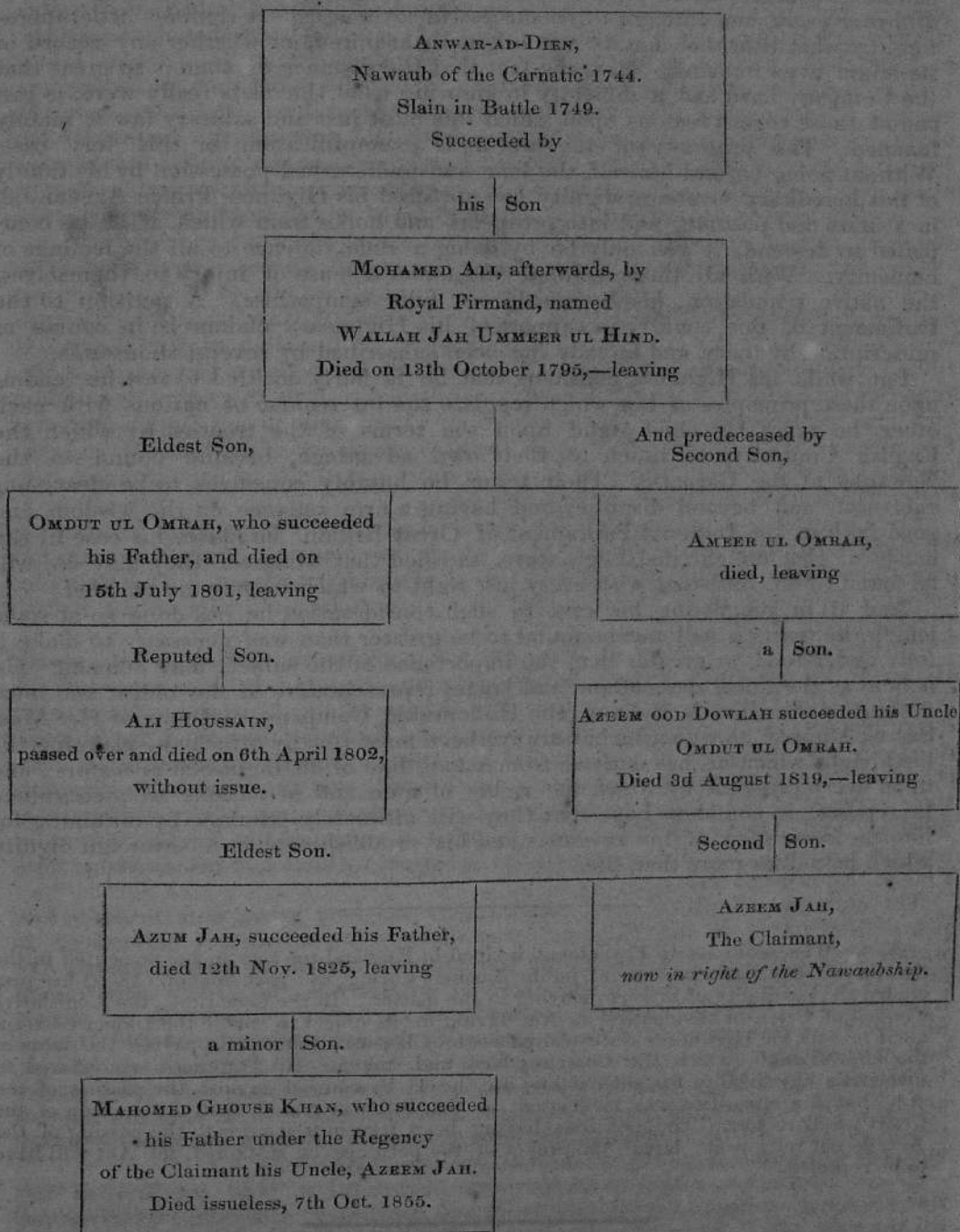
But while his Highness considers that he is fairly entitled to rest his claims upon these principles of law which regulate the intercourse of nations with each other, he takes his chief stand upon the terms of the treaties by which the English Company, so much to their own advantage, became bound to the Nawaubs of the Carnatic. Their terms he humbly conceives to be clear, unequivocal, and beyond dispute; and having a firm reliance on the wisdom and good faith of the Imperial Parliament of Great Britain, he leaves his case in the hands of that enlightened Legislature, satisfied that whatever they may do, will be found to be consistent with every just right to which he may be entitled.

And if in submitting his case to such consideration he has done so at some length, he trusts it will not be found to be greater than was necessary to make it fully understood, or greater than the importance of the subject may demand. He is here as the lineal descendant and lawful representative of the oldest and most faithful of the allies in India of the Honourable Company, and now of Her Most Sacred Majesty, to whom he has always been most royally attached—claiming the birth-right which he has derived from a long line of distinguished ancestors; and upon every principle by which the rights of men and of nations are determined he reposes, in confident hope that they will ultimately triumph by obtaining for him the restitution of his revenues and his establishment in a sovereign dignity which he values more than life.

Note.—The petitions to Parliament arrived in England too late to be presented in the Session of 1858, and the state of public business during the past Session (1859) has precluded the possibility of hitherto moving in the matter. In the meantime, the Legislative Council of Calcutta have passed an Act having for its object to enable the Indian Government to sell his Highness's ancestral palace of Chepauk, to assist in paying the debts of the late Nawaub, which the Company have undertaken. His Highness, who offered to undertake any liability for such debts, was heard by counsel against the passing of the Act, but his opposition was ineffectual, as the Bill was rested upon the decision of the Court of Directors. The petitions having been transmitted prior to the passing of the Act, do not refer to it; but if the prayer of the petitions be sustained, the Act will have to be repealed.

OUTLINE of the CASE of His Highness PRINCE AZEEM JAH, Nawaub of the *Carnatic*, and Soubahdar of *Arcoi*, in support of the Petitions of His Highness to the Imperial Parliament of Great Britain.

TABLE OF THE NAWAUB'S DESCENT.



THE NAWAUB OF THE CARNATIC.

OUTLINE OF THE CASE.

IN another paper (the case itself), the facts out of which the claims of his Highness Prince Azeem Jah to the musnud of the Carnatic and its revenues, arise, the Despatches by which the positions maintained for him are demonstrated, and the arguments by which his claims are proved, and the objections to them are refuted, are set forth in detail. It has not been thought necessary, at least at the present time, to trouble the Members generally of either House with a document extending to some length, under the belief that, in the circumstances, a brief outline of the case may be more acceptable. The facts, however, of the present case are so much already constituent parts of the history of the British Empire in India, that a detailed narrative becomes of the less importance, more especially as the claim of the Nawaub really turns upon the effect to be given to treaties, towards the understanding of which the light derived from the facts, though in itself conclusive, is by no means essential.

One fact, however, which these historical events disclose, can scarcely be overlooked. It appears, again and again, from the Despatches of the Governors and other officials of the East India Company, that the Nawaub of the Carnatic was esteemed as "the oldest and most faithful" of the allies of the English in India: and his present Highness, in presenting his petition for redress to the Imperial Parliament of Great Britain, stands before it as the lineal descendant and legal representative of that Nawaub to whom this proud appellation was first given. With this peculiar claim to the forbearance of Parliament, it is the intention of the present paper to supply a short statement of the circumstances under which he now appears to state his case.

The Carnatic is a province on the south-east of the Peninsula of Hindostan. The native capital town is Arcot, from which the Nawaub of the Carnatic has sometimes been termed the Nabob or Soubahdar of Arcot. The province contains a population of about 5,000,000. It now forms a part of the British Presidency of Madras.

In the year 1744, Anwar-ad-Dien, the great-great-grandfather of his present Highness, the claimant, Prince Azeem Jah, was elevated by his superior, the Nizam of the Deccan, to the musnud or throne of the Carnatic. He was, in every respect, an able and powerful Prince; and that at a time when the English dominion and influence in India were very small. Shortly afterwards, in consequence of war breaking out between the English and the French, the English were exposed to the victorious attacks of the French upon their settlement at Madras, and Anwar-ad-Dien came to their assistance, and by his voluntary support founded that alliance which has subsisted without any interruption from that to the present time.

The ambition of the French commanders was very great, and threatened to prove destructive to the English. For many years a war was carried on in which both powers were assisted by the native princes, of whom, among the allies of the English, the Nawaub of the Carnatic was the chief. The means by which the French obtained the support of native princes was by setting forward the pretensions of certain persons to the soubahdarship of the Deccan and nawaubship of the Carnatic against the legitimate and reigning powers. Under this plausible pretext the French obtained the assistance of great native armies, and at times had nearly succeeded in their object of driving the English out of India. In the course of the struggle Anwar-ad-Dien was slain in battle, and was succeeded in 1749, by his son, Mohamed Ali.

These hostilities, which had been very distasteful to both the English and the French East India Companies at home, continued, with some interruption, till the year 1761, when the allied arms of the English and of Mohamed Ali triumphed, by the taking of Pondicherry.

The allies were now in the ascendant; but the wars were attended with immense expense, and were productive of much bloodshed and of great injury to

to the country. Both the English and French in Europe were most desirous to terminate them, and, accordingly, when the Treaty of Paris, of date 10th February 1763, came to be adjusted, the restoration of peace in India was made the subject of an express article, by which it was agreed, that, "in order to preserve future peace on the coast of Coromandel and Orixa, the *English and French shall acknowledge Mohamed Ali Khan for lawful Nabob of the Carnatic, and Salabut Jung for lawful Soubah of the Deccan.*" Mohamed Ali was thus, by solemn treaty, acknowledged by both the European nations as Nabob; and the terms of the treaty show that this acknowledgment removed all pretence there was for further war.

The treaty was, in some respects, a mutual concession. Salabut Jung was the Soubah set up by the French; but the framers of the treaty were not aware that that personage had been previously dethroned and imprisoned by his brother, Nizam Ali, who, upon learning the terms of the treaty, caused him immediately to be put to death; and thus became, without a rival, Soubahdar of the Deccan.

Previous to this time the English Company had been desirous to obtain from the Emperor or Great Mogul, a confirmation of Mohamed Ali's right to the nabobship of the Carnatic, and of the grants of land which, as such, he had made to them. It was not, however, till 1765, that the royal firmans were obtained. On 12th August 1765, the Emperor Shah Allum granted a confirmation in favour of the English Company, their heirs and descendants, for ever and ever, of the grants by the Nawaub from the Circar of the Carnatic. And on 26th August 1765, the Emperor granted a firman, confirming Mohamed Ali's right and title to the nawaubship of the Carnatic. This important document confirmed a previous firman of the Emperor Ahmed Shah in Mohamed Ali's favour, dated in 1750, and conferred upon Mohamed Ali and his eldest son, and their heirs for ever, the government of the Carnatic Payen Ghaut, and the countries dependent thereon, to be held immediately of him, the Emperor, without dependence upon the Soubahdar of the Deccan. By the same firman he bestowed upon the Nabob, Mohamed Ali, the new titles of Walla-Jah Ummir-ul-Hind, which he ever afterwards used.

Another firman, dated 12th August 1765, was likewise granted to the Company, conferring upon them the five northern circars, which formed a part of the Soubah of the Deccan, from dependence upon which they were accordingly thereby released. To take possession of these provinces, General Calliaud marched with the troops of the Carnatic. Nizam Ali, the Soubah, immediately took steps to avenge himself, and was preparing to invade the Carnatic, when the Presidency, alarmed at the prospect of war with the Soubahdar, sent orders to Calliaud to negotiate a peace. Arrangements were accordingly concluded with the Nizam, and a treaty was entered into. The only part of the arrangement of present importance was that by which, in consideration of a payment by the Nawaub of 50,000 l., he, Mohamed Ali, secured for himself and his successors a discharge of all demands by the Soubah against him and them.

The alliance of the Nizam was of short duration. A war between the Nizam and Hyder Ali on the one side, and the English and Mahomed Ali on the other arose, which resulted in a treaty, dated 23d February 1768, between the East India Company and the Nawaub on the one part, and the Nizam on the other. The seventh article of this treaty is of most importance to the present case: it runs thus:—

"The exalted and illustrious Emperor Shah Allum, having been pleased, out of his great favour and high esteem for the Nabob Walla Jah, to give and to grant to him, and his eldest son, Meyen-ul-Mulck Omdet-ul-Omrah, and their heirs for ever, the Government of the Carnatic Payen Ghaut, and the countries dependent thereon, by his royal firman, bearing date the 26th of August 1765, or the 27th of the moon zuphur, in the sixth year of the said Emperor's reign; and the Nabob Ausuph Jah Nizam-ul-Mulck, &c., having also, out of his affection and regard for the said Nabob Walla Jah, released him, his son, Meyen-ul-Mulck, &c., and their heirs in succession for ever, from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Ghaut, by a sunnud under his hand and seal, dated the 12th of November 1766, in consideration of the said Nabob Walla Jah having paid the Soubah five lacks of rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ul-Mulck, that the said Nabob Walla Jah, and after him his son Meyen-ul-Mulck, and their heirs in succession, shall enjoy

enjoy for ever, as an ultimatum or free gift, the Government of the Carnatic Payen Ghaut in the fullest and amplest manner, the said Nabob Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Ghaut, or in the Sircars before and now ceded to the English Company, except the said Nabob Walla Jah, or the said English Company, by the means of their President and Council of Madras,—who, on their part, in conjunction with the said Nabob Walla Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nabob Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed."

By this treaty, therefore, the royal firmaund of the Emperor in favour of the Nawaub Walla Jah, was recognised not merely by the Soubahdar, but by the English Company, while the Soubahdar himself, so far as he was concerned, confirmed or conferred upon the Nawaub, in free gift, the government of the Carnatic. Thus, by every power concerned—by the Emperor, by the Soubahdar, and by the English Company, the right of Walla Jah to the nawaubship or government of the Carnatic was acknowledged in the most solemn manner; while it is most important to observe, that these documents prove not merely his right, but that it flowed from the lawful native authorities, and was not the creation of the English Company. Nor is this observation wholly unnecessary, for there have been persons ignorant enough to suppose that Walla Jah, as Nawaub, derived his title and right from the English, and was a mere dependent of the Company, or at all events only the tolerated ruler of a conquered kingdom. Such an idea is not to be discovered as existing in the mind of any one at this period. It could not be. It was directly contrary to the fact. *He was found an independent prince.* He had gone to war *for* the English, and the English had (at his charges), gone to war *for* him, *but they had never been at war with each other.* His position could not, therefore, have been changed, and necessarily the whole course of the Company's dealings with him was upon the footing of his being a sovereign in his own right.

But while these documents expressly established Mohamed Ali in the throne of the Carnatic, they as expressly conferred that right upon his *descendants*. Other documents given in the longer case also show that the right of Mohamed Ali's posterity was a point expressly in the view of the parties at the time.

The war with the French, which endured so many years, had been very costly to the English Company, and they considered they were fairly entitled to be at least to some extent reimbursed by the Nawaub. The war had been in many ways injurious and expensive to the Nawaub himself. Notwithstanding, he cheerfully met the demands made upon him from time to time, perhaps to an extent greater than was fairly justifiable looking to his resources. The position in which he thus placed himself as a debtor to the Company, became the source of all the discomfort and discussion which subsequently arose, now ending in the contemplated ejection of Prince Azeem Jah from the throne of his ancestors. The Nawaub became bound to provide an annual sum towards the maintenance of the English troops, besides providing for the debts which he had already incurred. For these annual payments the English always were nervously anxious to obtain a full security. In 1781 an arrangement was made by which the Nawaub agreed to assign his revenues for five years to the Company, who were to collect and account to him; but this arrangement was distasteful to the Nawaub, and it was terminated in June 1785, by a preliminary treaty between the Company and the Nawaub, by which the latter agreed to pay 4 lacs of pagodas (160,000 £) per annum as his proportion of the current charges, and 12 lacs (480,000 £) per annum on account of his debts to the Company and to private creditors, until these debts were discharged, and the revenues of certain districts were assigned in security. This was succeeded by the treaty of 24th February 1787, by which it was provided, that the Nawaub should contribute towards the military peace establishment, and pay into the treasury of the Company 9 lacs (360,000 £), besides the above 12 lacs per annum, with security of assignment of districts in case of failure; and, in the event of war, its conduct was to be entrusted to the Company, and each party was, while the war lasted, to contribute for the purposes of the war four-fifths of the whole revenues they respectively derived from the Carnatic.

With this treaty, however, both parties were dissatisfied. The Nabob found it to be too oppressive, and the Company considered that it did not afford them
adequate

adequate security for the Nawaub's payments. The treaty was therefore annulled, and a new treaty, dated 12th July 1792 (which still, to certain effects, exists), was entered into. It bears to be entered into by the Governor General, invested with full powers on the part of the Company, "in the name of, and for the said Company, their heirs and successors on one part," and the Nawaub Walla Jah (Mohamed Ali), Nawaub of the Carnatic, in his own name and "*for himself and his successors*," his eldest son Nawaub Omdut-ul-Omrah "*and his heirs and successors*, on the other part," and recites that they agreed to certain articles "which shall be binding on the respective contracting parties."

By this treaty the Nawaub agreed to contribute in time of peace 9 lacs (360,000 *l.*) towards the defence of the Carnatic, besides 6 lacs (240,000 *l.*) on account of debts, the Company being entitled, in the event of non-payment, to assume the management and make the collection of the revenues of certain stipulated districts; and in the event of war breaking out, the Company were empowered to assume full authority over the Carnatic, and to collect the revenues thereof, from which they were to pay to the Nawaub one-fifth for his personal expenses, the remaining four-fifths being applied as before to the maintenance of the war. In time of peace the collection and management of the revenues and government of the Carnatic were left entirely in the hands of the Nawaub.

As the Company were entitled, in the event of non-payment of the stipulated annual contributions, to enter upon the collection of the revenues of certain districts of sufficient value to meet the obligation, it might be supposed, and in point of fact it was supposed by the Governor General, Lord Cornwallis, that the interests of the Company were sufficiently protected; and so undoubtedly they would have been, if the Nawaub's management had been prudent and economical. But unfortunately it was not so; at all events the opinion (whether rightly or wrongly) formed by the English with regard to it was, not merely that it was oppressive to his subjects, with which directly they had no concern, but that it was ruinous to the revenues and general interests of the Nawaub, in the prosperity of which their concern as mortgagees was direct and deep. The evils, moreover, attendant upon a divided government—that is to say a government of two separate and independent sets of rulers (for by this time the English had acquired a share of rule in the Carnatic)—began to be felt. The Despatches show that the opinion had been gaining ground even prior to the Treaty of 1792, that the Carnatic would never be in a satisfactory state as well for the Nawaub as for the Company, *until the entire collection of the revenues and management were, whether during peace or during war, entrusted to the Company.* Not that it was desired to acquire any further power for its own sake, but simply because such management would tend to ensure regular payment of the Nawaub's annual contributions. Nor was it with any view, at least at this period, of extracting a further revenue. Still less was there in the minds of the Company any idea of affecting the *status* of the Nawaub, as sovereign of the Carnatic, or of doing anything but a benefit to him and his subjects.

The difficulty in the way was the very natural opposition of the Nabob himself. And the Company felt that it would be a most ungracious, impolitic, and improper act towards one who stood to them in the position of an old ally, united to them by every tie of friendship, to use anything like force to compel him to accede to their wishes; and, accordingly, the Company uniformly enjoined the use of no other means than those of persuasion.

The opinion so entertained even prior to the Treaty of 1792, that the collection of the revenues of the Carnatic should be under the control of the Company, became still stronger afterwards, and to this opinion and the earnest desire to carry into effect the measures deemed necessary for the Company's security, is to be attributed the subsequent and last Treaty of 1801. In the longer case a great variety of Despatches are given, from which this clearly appears.

Mohamed Ali died at the age of 78, on the 13th October 1795. He was succeeded by his eldest son Omdut-ul-Omrah. The efforts made to induce this Nabob to accede to the proposed assignments of his revenues were even more urgent than those used with his father. They were equally unsuccessful, and

the Company, who did not consider themselves justified in using compulsion, were at their wits end to devise the means of accomplishing their wishes.

At this juncture, they hit upon a notable expedient. At the storming of Seringapatam certain letters were found which were said to have passed between the two Nabobs of Arcot, Mohamed Ali and Omdut. or their Vakeels, and the Sultan of Mysore, "the inveterate enemy of his Highness and family, and of the British name." The correspondence was instantly seized upon as a pretext to prove not merely the insincerity of the Nawaub's attachment, but that they had thereby become public enemies, and had forfeited every claim to consideration. The following is the remarkable letter in which the Governor General announces to the Governor of Madras "the fortunate circumstance" of the discovery of public enemies in the person of those who for more than 50 years had been, or been considered, close allies and firm friends :

EXTRACT of Letter from the Governor General to Lord Clive, dated
April 7th, 1800.

Para. 10. Your Lordship will concur with me in opinion, that the disclosure made by the annexed documents of the disaffection of the Nabob Odmut-ul-Omrah supersedes the necessity of any further consideration of the state of the Company's connexion with that Prince, under the orders lately conveyed by the Honourable Court of Directors to your Lordship in Council. While those orders were under my consideration, a combination of fortunate circumstances revealed that correspondence, which at once furnishes an explanation of the perverse spirits of his Highness's councils since his accession to the musnud, and demands the application of the *sole effectual remedy for the evils* which those councils have brought upon his people.

July 22, 1801.

The form of an inquiry was gone into, to which the Nawaub was not only no party, but of which he knew nothing, and of course the charge was held to have been made out. But, though it is a matter in reality of very little importance to the present case, whether the evidence was or was not sufficient to establish the charge which was fastened upon the Nawaubs, it may be mentioned that the historian, Mr. Mill, goes fully into the matter, and shows clearly that there was no evidence to support the accusation.

A letter from the Governor General discloses "the course of reasoning" which was to be educed out of it. The Company were thereby "entirely relieved from the impediments hitherto opposed to the progress of improvements;" the Company were therefore in a position, without dishonour, to dictate their terms. These terms were "territorial possession" as affording "the only adequate security for the military subsidy of the Carnatic." "A negotiation" was therefore to be immediately opened "with the Nabob Odmut-ul-Omrah for the purpose of adjusting an arrangement for the entire transfer of the civil and military Government of the Carnatic to the hands of the Company on the terms specified in the draft of a treaty," which the Governor General enclosed to Lord Clive in his letter; and in order to induce compliance, the Nawaub was to be offered 120,000 £. per annum for his personal expenses. If the Nabob refused to agree, Lord Clive was to assume the civil and military Government of the Carnatic.

At the time this communication arrived, Odmut-ul-Omrah was labouring under his last illness, and, in consequence, it was not deemed proper to communicate with him on the subject. He died upon the 15th July 1801.

Previous to this event, Lord Clive had secured the introduction of armed men into the palace; and, upon announcement of the death, he immediately dispatched two Commissioners to open a negotiation with Omdut's reputed son and heir nominated by his will—Ali Houssain—for the purpose of carrying into effect the arrangement which the Governor General had directed to be proposed to his father.

The Commissioners had several interviews with the young Prince and his regents, who were informed of the alleged nature of the documents discovered at Seringapatam. The regents expressed their surprise at the charge, pointed out the impossibility of its being true, and offered, upon being furnished with the evidence, to supply explanations and counter-*poofs* upon which the Company might form a more correct judgment. It was not, of course, convenient to agree to such a proposition.

The

The Commissioners then explained that the basis of the arrangement which they had to propose, was the transfer of the Civil and Military Government of the Carnatic to the Company as the only adequate security for the rights of the British Government in the Carnatic. The regents observed that the effect of this would be, that "the station of Nabob of the Carnatic would be annihilated;" to which the reply was "*that the rank and dignity of the Nabob of the Carnatic could not be injured by the proposal,*" and that the object of proposing an amicable adjustment "was manifestly founded on the desire of *preserving to the family the rank, dignities and splendour of the Nabobs of the Carnatic.*" More to the same effect took place; but Ali Houssain declined to agree to the proposal.

In terms of their instructions, the Commissioners then proceeded to open a negotiation with his cousin, the next heir, Azeem-ul-Dowlah, son of Ameer-ul-Omrah, Mohamed Ali's second son. An interview was had with him, which the Commissioners reported ended in a declaration by the Prince "of his readiness to afford, in the event of his elevation to the musnud, that satisfaction and security which your Lordship and the Governor General had deemed to be necessary to the preservation of our interests in the Carnatic." A treaty was thereupon adjusted, which was in all its essential terms the same as that prepared for negotiation with Omdut-ul-Omrah. It was formally executed, and Azeem-ul-Dowlah was installed as Nabob of the Carnatic.

Proclamation of Azeem-ul-Dowlah's accession and of the terms of the treaty, together with intimation to various Government residents, was made. Report was also made to the Governor General, who, on 18th August, intimated his approval, but at the same time stated that it might be desirable to alter the expression made use of in the treaty, that the right of his Highness, founded upon the hereditary right of his father, had been acknowledged by the Company, and, if the Nawaub was inclined to alter this expression, he thought it would be well to get it done. At the same time he did not consider that it was of such importance as to be proposed at the hazard of forfeiting any of the advantages acquired, and he had accordingly signed the treaty as it stood originally, with another copy containing the alterations. The one or the other was to be used, according as the Nawaub was or was not inclined for the alteration. The Nawaub attached no importance to it, and at once agreed to sign the altered treaty. The object of the alteration obviously was dictated by the circumstance that Ali Houssain had a prior claim to Azeem-ul-Dowlah, and Parliament might not approve of his being passed over. In point of fact, the passing over of Ali Houssain gave rise subsequently to a serious discussion in the House of Commons; but, as the discussion did not take place till after the death of Ali Houssain (who died without issue on 6th April 1802), the motion out of which the discussion arose thus came to be viewed rather as a vote of censure on Lord Wellesley than as a question of practical import, and it was negatived by a majority.

Azeem-ul-Dowlah announced his accession to the King of Great Britain, to the Emperor Shah Allum, the Nizam, and others, and received congratulations.

The elevation of Azeem-ul-Dowlah, and his acceptance of the conditions proposed by the Company, gave great offence and dissatisfaction to the sensitive minds of the other members of the royal house. They refused to attend at his installation, and his Highness had for some time a very unpleasant, perhaps it may be said, not a safe life amongst them. This fact gave rise to correspondence which is valuable as showing that it was clearly understood that Azeem-ul-Dowlah had succeeded to the rights of his ancestors, and that he was regarded as "the instrument" for the preservation in "the family" of the dignity of Nawaub.

In consequence of a collision between the English courts of law and the prerogatives of his Highness, a correspondence also ensued, which resulted in the Governor and Council issuing the now remarkable and important declaration, dated 1st February 1803, certifying that the Nabob Azeem-ul-Dowlah "is acknowledged and recognised by our said Government as an *independent Prince*, the Soubahdar of the Carnatic Payen Ghaut, and an ally of our said Government."

Azeem-ul-Dowlah died on 2d August 1819. His eldest son, Azum Jah, was

on 11th September following proclaimed his successor "in the rank and title of Nabob Soubahdar of the Carnatic." The installation took place upon 3d February 1820. The Governor, in addressing his Highness, congratulated him upon ascending the musnud "in the direct line of *hereditary* succession to his father," and stated, that under the sanction of the Most Noble the Governor General, and the Nabob's acknowledgment of the validity of the Treaty of 1801, its stipulations "are now declared to be equally binding upon your Highness as they were upon the late Nabob and the British Government."

His Highness Azeem Jah died on 12th November 1825. He left an only son, Gholam Mahomed Ghouse Khan. This son succeeded him in his rank and title; but being then an infant his uncle, Prince Azeem Jah, the present claimant, as next heir to the throne, was invested with the regency, during the minority, under the title of Naib-i-Mooktar.

His Highness Gholam Mahomed Ghouse Khan, upon attaining age, assumed the sovereignty. He died upon the 7th day of October 1855 without issue; and his nearest heir is his uncle, the present claimant, Prince Azeem Jah, who is therefore, according to Mahomedan law and custom, no less than in conformity with English law, entitled to succeed the late Nawaub as heir, representative, and successor in all his rights, titles, dignities, revenues and property, as Nawaub of the Carnatic. No other claimant exists; and it may be mentioned, that his Highness, who is the second and only surviving son of the former Nabob Azeem-ul-Dowlah (a son by the same mother), is also the nearest heir and representative, not merely of his father, but of his great grandfather Mohamed Ali, of his grand-uncle Omdut-ul-Omrah, and of Ali Houssain, his father's cousin.

Previous to the death of Gholam Mahomed Ghouse Khan, Prince Azeem Jah was invariably treated both privately and officially as successor to the musnud. It was not till after the death of his nephew that he received any intimation that there would be objection to his succession. The manner in which the objection was first hinted at and afterwards announced, with the procedure which took place, are set forth in the petition of his Highness, who, upon finding that the Indian Government declined to recognise him as successor, submitted a memorial to the Honourable the Court of Directors, setting forth his claims to succeed to the vacant musnud. It is against the decision of the Directors after this representation, by which a great wrong has been done to the claimant, involving the credit of the British name, that he finds it necessary to appeal for redress to the Parliament of Great Britain. That decision was intended to extinguish for ever the dignity of Nawaub of the Carnatic. It is rested upon two grounds, the one that his late Highness left no direct heirs; the other, that the Treaty of 1801 was personal to Azeem-ul-Dowlah.

The first of these is simply incorrect, unless it be intended to affirm, what is undoubtedly true, but as undoubtedly unimportant, that the late Nawaub did not leave a son. But Prince Azeem Jah is the next, and in this—the proper and only important sense of the word—the *direct* heir of his late nephew Gholam Mahomed Ghouse Khan, while he is also the second and only surviving son of Azeem-ul-Dowlah, and the heir of all the previous possessors of the musnud. In law it admits of no question that he is the heir and legitimate successor.

The other ground is rested on the following ingenious syllogism:—

1. The Nawaubs Mohamed Ali and Omdut-ul-Omrah, by reason of the correspondence before referred to, placed themselves in the position of public enemies of the British Government, and thereby forfeited their right to their sovereignty.

2. Azeem-ul-Dowlah was consequently indebted for his sovereignty and the rights attached to it to the favour of the British Government, that is, the East India Company.

3. Azeem-ul-Dowlah acknowledged this.

4. Therefore the rights of the family are derived from the treaty, and must be limited to its terms.

5. But

5. But that treaty was exclusively personal to Azeem-ul-Dowlah, and therefore his present Highness has no right to succeed.

Every one of these five positions is erroneous.

1. International law recognises no such principle, as that an act of hostility to a government forfeits the sovereignty of the hostile power, even although that hostility were open and established, which, in the present case, it most certainly was not. Nor must it be for one moment supposed that the sovereignty of the Carnatic was any dependency or creation of the British power. It was a title existing long before the English were even known in India; and the right of the family was derived, not from British nomination, but by regular and recognised charter from the Great Mogul.

2. Azeem-ul-Dowlah may have been indebted to the English for their assistance in elevating him to the throne of his ancestors, in despite of the prior claims of his cousin Ali Houssain; but the Company at that time neither dared nor sought to terminate the title. Their sole object was to get security for the payment of the annual contributions for which the Nawaub had become bound.

3. The acknowledgment here referred to has been already disposed of. It never was even insinuated at the time that the alteration in the recital of the treaty was to have the effect of limiting Azeem-ul-Dowlah's rights, and it did not and could not possibly have that effect.

4. The premises being false, this conclusion necessarily falls, although Prince Azeem Jah has no *interest* to question the conclusion. Only he must observe, that there was no transfer by the Treaty of 1801 to the Company of the sovereignty of the Carnatic, and, consequently, that that sovereignty must still subsist, and it does subsist in the person of Prince Azeem Jah, from whom it cannot be taken without exercising an unwarrantable act of violent aggression against an unoffending sovereign prince.

A right of sovereignty is not a right which can pass by inference. Not only however is there not in the course of that treaty any transfer of the sovereignty, but there is not one word or phrase from beginning to end of it indicating the least intention of making over that sovereignty to the Company.

It is, in point of fact, the Company, and not the Nawaub, who derived rights from the treaty. It was he who gave up a portion of his rights by that act; and, accordingly, the Company at that time most distinctly and formally acknowledged that the rights they had acquired flowed from the treaty.

5. But the claimant has every wish to meet the Company upon the last and final question raised. Was the treaty exclusively personal to Azeem-ul-Dowlah? He has then to submit

That he has right by virtue of express treaty agreement.

The writer of the Company's Despatch containing the Directors' decision has lost sight of the legitimate meaning of the word *personal*, as applied to a treaty. It means that it is to endure only during the lifetime of the person with whom the treaty is entered into. After his death, his successor is entitled to have matters restored to the state in which they were prior to the treaty. It is obvious, however, that the term has been used in the familiar sense, and that in that sense it does not apply, is sufficiently proved by the fact, that the treaty which was subscribed by Azeem-ul-Dowlah was precisely the same in terms as that which was directed to be proposed to Omdut-ul-Omrah and to Houssain Ali. The question really is, was the treaty a *permanent* treaty as contradistinguished from a *personal* treaty.

In this outline it is impossible to give in detail the many conclusive circumstances, each and all of which clearly demonstrate this treaty not to have been personal.

I. The terms of the treaty.

1. "The contracting parties" are the Company on the one hand, and "the Nabobs of the Carnatic" on the other. Azeem-ul-Dowlah's name is only brought in as indicating by whom the treaty was concluded.

2. The second article of the treaty bore "that such parts of the treaties heretofore concluded" "as are calculated to *strengthen the alliance, to cement the friendship, and to identify the interests* of the contracting parties, are hereby renewed and confirmed.

3. Flowing out of this there is an observation which of itself entirely nullifies the comment made by the Directors, that there is no mention in the Treaty of 1808 of heirs and successors, because by this article the Treaty of 1792 was at least, to the above effect, incorporated; and that treaty undoubtedly bore to have been entered into by Mohamed Ali "for himself and his successors."

4. The treaty expressly bears that it was executed for the purpose of "supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties in all times to come."

5. The treaty declares that the full and exclusive "right to the revenues, with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity, shall be *for ever vested*" in the Company. The *exception* must necessarily be as enduring as the *grant*.

6. There is provision made in the treaty that a certain portion of the revenue shall be annually allotted for the maintenance and support of the Nawaub. It is nowhere stated that this payment should cease at the death of Azeem-ul-Dowlah. There is in fact no period of termination either to this payment or to the rights of the Nawaubs. The whole structure of the treaty is evidently based upon the footing that it was to be a perpetual burden, and any attempt to reduce the treaty to a personal treaty with Azeem-ul-Dowlah only leads to inextricable difficulties.

7. The treaty expressly bears that its object partly was "*for settling the succession*" to the Soubahdarry of Arcot. This is repeated both in the title and in the preamble.

Lastly, the express words of the treaty are, "The Nabob Azeem-ul-Dowlah is hereby formally established in the state and rank, *with the dignities dependent thereon*, of his ancestors *heretofore* Nabobs of the Carnatic."

This expression is unlimited, and it can admit of no doubt whatever that its evident meaning is, that he succeeded to the state and rank of his ancestors in all their entirety, whatever that was. But one of the most essential of those qualities which attached to that state and rank was, that it transmitted to *heirs or descendants*; in fact, the right was hereditary.

II. Independently of the terms of the treaty moreover, there are various circumstances proving that it was a real right of sovereignty with which Azeem-ul-Dowlah was invested.

1. The *object* of the treaty was not to deprive the Nawaub of his sovereignty, but simply to obtain security to the Company for "their existing rights and interests" in the Carnatic.

2. From the expression used both by the Company and by the Nawaub, the understanding was undoubted on both sides, that there was no intention to injure the Nawaub, or in any way to affect his status as a hereditary prince, but that it was to be in all respects the same as that of his predecessors.

3. The effect of the treaty was always represented to be to preserve the right to the *family*, and not to the individual; and Azeem-ul-Dowlah was simply held to be "*the instrument*" "of restoring the rank and dignity of the *family*."

4. The Company never speak of an increase of revenue to arise by his death; and they most carefully guarded themselves against considering him as a mere pensioner.

5. Azeem-ul-Dowlah was, in fact, treated as the proper legitimate sovereign. During life, and at death, he received royal honours; his elevation was announced in the usual way to the various sovereign powers,—while he enjoyed the actual rights and all the privileges and immunities of a Sovereign.

7. He

6. He was not only recognised as Sovereign, but he was especially declared to be an independent prince.

7. His son and grandson successively succeeded to his throne as a matter of course, and in virtue of their hereditary right.

Lastly. There is the fact susceptible, if necessary, of proof, that his present Highness, Prince Azeem Jah, has been treated throughout, and till his nephew's death, as next heir to the throne.

But even supposing that the terms of the treaty were not conclusive, his Highness would be entitled, and most justly, to assert, that by the international law of prescription or usu-caption, he has right to succeed to the dignity of Nawaub of the Carnatic, with all the rights and revenues thereof. To this, however, he deems it unnecessary to his case to have recourse.

It will only further be observed, that, according to international law, if the treaty is a personal one, the provisions on both sides fall; but, if the provisions in favour of one of the contracting parties subsist, the provisions in favour of the other subsist also, and the treaty falls to be renewed.

As the treaty is one from which the English derived substantial advantages, which have greatly improved in the course of time, a renewal of the treaty is the lowest view which justice would point at in the circumstances. If the Company's view of the Treaty of 1801, being a personal one, were correct, Prince Azeem Jah would be entitled to take much higher ground, and to claim not merely the provision guaranteed by the treaty for maintaining the rank and dignity of the Nawaub, but restoration of the civil and military administration of the Carnatic, with its whole revenues. To such a serious demand his Highness has no intention of laying claim. He rests his claim upon the Treaty of 1801 being real and permanent. He is prepared to maintain the faith of the treaty on his part, and to enter into such engagements as may be desired, with a view to renewing or confirming it.

Note.—The Petitions arrived in England too late to be presented in the Session of 1858, and the state of public business during the past Session (1859) precluded the possibility of then moving in the matter.

APPENDIX.

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Note.—The following are only a few of the Documents given in the detailed Case for the Nawaub.

LETTER from the Court of Directors of the East India Company, 1 June 1764.

"To his Excellency Umdatul Mulh Serajah Dowlah Anawerdien Cawn Behaudor Munsoor Jung, Nabob of the Carnatic Payngaut.

"May it please your Excellency,

"AMIDST the deep concern with which we are touched on account of the disorders which have arisen in the kingdom of Bengal, we have the satisfaction to learn, that the friendship which has so long subsisted between your Excellency and the Company, is daily increasing. The assurances Mr. Pigot, our late Governor of Madras, has given us of your continued attachment to the Company, and the strong proofs you have yourself produced of your generous attention and good-will, in taking on yourself the whole charges of the sieges of Madras and Pondicherry, and in the grants you have lately made to the Company of lands in the vicinity of Madras, are pleasing and acceptable to us in the highest degree. We are at a loss how to express our acknowledgments, otherwise than by the strongest assurance of our firm intention to prove to you at once the sincerity of our past, and the warmth of our present friendship; by supporting you in the most effectual manner in your government, and by endeavouring, as much as in us lies, to perpetuate the succession thereof in the direct line of your family.

"The good effects which have been derived both to your Excellency and to the Company, from the cordial friendship which has at all times subsisted between you and our late Governor, Mr. Pigot, have been so conspicuous, and his conduct in this respect particularly has given us so much satisfaction, that we thought proper, on his arrival here, to receive him with the most honourable testimonials of our approbation.

"May your Excellency long continue to enjoy the blessing of a peaceful and prosperous government, with continued increase of honours and wealth.

"In testimony whereof we hereunto affix our Great Seal, in the city of London, this 1st day of the month of June, in the year of our Lord 1764."

EXTRACTS FROM TREATY of 12 July 1792.

WHEREAS a certain engagement entered into between the Honourable English East India Company and his Highness the Nawaub of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic, and countries dependent thereon; whereby

whereby it was stipulated that the said Company should maintain a military force, and that the said Nawaub should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawaub, contained in a certain letter addressed by him to the Governor General, &c. &c., dated the 19th of the month Shawal, 1206 Higera (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawaub agreed in the above-mentioned engagement to furnish for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawaub, for the discharge of certain debts due by the said Nawaub to private persons, it has been mutually agreed, in consequence of the above-written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force; and in lieu thereof the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c., &c., &c., invested with full powers on the part of the said Honourable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawaub Wallah Jah Amcer-ul-Hind Omdut-ul-Moulk Asoph-ul-Dowlah Unevah-ul-Dheen Khan Behauder Zuffier Jung Sepah Salar Nabob of the Carnatic, in his own name, and for himself and his successors, his eldest son Nabob Omdut ul-Omrh Najan-ul-Moulk Assud-ul-Dowlah Hassein Ally Khan Behauder Zool Sircar Jung, and his heirs and successors, on the other part, agreed to the following articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

Article I. The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

Article II. In order to execute the foregoing article in its full extent, the Honourable English East India Company agree to maintain a military force, and the Nawaub Wallah Jah Behauder agrees to contribute annually a certain sum of money, hereinafter-mentioned, as his share of the expense of the said military force; the said Nawaub further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

Article III. It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic, and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last, the said Company shall possess full authority over the Carnatic, except the Jaghires belonging to the family of the said Nawaub, amounting to 2,13,911 star pagodas, which, on condition,

Article IV. The Nawaub Wallah Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lacks of star pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawaub, a further sum of 6,21,105 star pagodas annually, which further sum of 6,21,105 star pagodas shall cease on the full liquidation of the debts above-mentioned, and the sum of 9,00,000 of star pagodas only shall continue to be paid by the said Nawaub to the Company.

Article VI. The said Company, desirous of preserving the rights of sovereignty over the said Poligars to the said Nawaub, engage to the utmost of their power, and consistent with the realisation of the tributes of peshchush from them, to enforce the allegiance and submission of the said Poligars to the said Nawaub, in customary ceremonies, and in furnishing the Poligar Peons, according to established custom, for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the said Nawaub's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawaub's name. For the better execution of this and the fifth article, the said Nawaub promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each Poligar, and to the purport hereof, without delay.

Article VIII. The said Nawaub engages to make good to the said Company the payments of the sums, according to the instalments of Kistbundy contained in the seventh article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Nawaub agrees that the said Company shall assume the management of, and make collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions.

Article X. The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company in all treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto: and the said Nawaub agrees that he will not enter into any negotiation or political correspondence with any European or native power without the consent of the said Company.

EXTRACT from Letter, the Court of Directors to his Highness the Nabob *Omdut-ul-Omrah*,
Soubahdar of the *Carnatic*.

To the Nabob of Arcot.

1. WE have received your Highness's letter, dated Chepank House, the 22d October 1795, containing the melancholy tidings of the death of your venerable father the Nabob Wallajah Behander, and that, in consequence, your Highness had succeeded to the Government of the Carnatic. We sincerely condole with your Highness on the loss you have sustained; at the same time we offer your Highness our unfeigned congratulations upon your accession to the musnud, in virtue of the Treaty of 1792, and assure you of our unalterable friendship and regard.

2. It was with great concern we received the intelligence that your Highness had made some objection to the modification of the Treaty of 1792, proposed by Lord Hobart upon your Highness's accession. *That your Highness had the option to accede to or reject the proposal made to you by Lord Hobart, for a modification of the Treaty of 1792, we readily admit; but permit us to observe, that the leading features of that treaty are, protection on the one side, and security for the payment of a fixed subsidy on the other.*

EXTRACT from Despatch, the Court of Directors to the President and Council at
Fort St. George.

Political Department.

4 October 1757.

Para. 1. WE have requested Lord Mornington to make a short stay at Madras, previous to his proceeding to take upon himself the Government General of Bengal, for the purpose of endeavouring to prevail on the Nabob of Arcot to agree to a modification of the treaty with his Highness in 1792. It were to be wished that the zealous endeavours of Lord Hobart for that purpose had proved successful; and as, in our opinion, nothing short of the modification proposed is likely to answer any beneficial purpose, Lord Mornington will render a most essential service to the Company should he be able to accomplish that object, or an arrangement similar thereto; *but feeling as we do the necessity of maintaining our credit with the country powers by an exact observance of treaties—a principle so honourably established under Lord Cornwallis's administration, we cannot authorise his Lordship to exert other powers than those of persuasion, to induce the Nabob to form a new arrangement.*

OFFICIAL LETTER from the Governor General to Lord Clive, dated 26 March 1800.

To the Right Hon. Lord Clive, &c. &c. &c.

My Lord,

HAVING at present under my consideration the state of our relation with the Nabob Omdut-ul-Omrah, and the whole tenor of his Highness's conduct towards your Government, I shall soon be prepared to communicate to your Lordship the final result of my determination on these important subjects. In the meanwhile, the possibility of the sudden contingency of his Highness's death renders it expedient that I should state to your Lordship, in an official form, the opinions and directions which I communicated to you verbally during my residence at Fort St. George, for your Lordship's guidance in the event of the Nabob Omdut-ul-Omrah's death.

Although the Treaty of 1792 was concluded in the name and on the behalf of the Nabob Wallajah and his successors, no obligation of that treaty binds the Company to place or to support on the musnud any individual of the family (if any should be nominated by the reigning Nabob) whose pretensions to the succession may be actually disputed, or may appear questionable.

Various rumours exist relative to the birth of the person of whom the Nabob Omdut-ul-Omrah declares himself to be the father; it is, however, certain that *the mother of this young man is of low origin, and that she was never married to the Nabob.* It is reasonable to believe that the succession of this young man would be felt as an injury to the rights of the late Ameer's son by all who might think favourably of the latter's title, and all such persons would undoubtedly use every practicable effort to defeat such a succession.

Under the circumstances, *neither party could claim our support under existing treaties; and in determining to whom your support shall be granted, we are at liberty to consider the*
security

security of Great Britain's interest in the Carnatic, and the general prosperity of the country, and the happiness of its people, as the primary objects both of our right and duty.

On this principle, it is manifest that, from the candidate whom we may resolve to raise to the musnud, we may justly require the most ample pledges for the effectual remedy of the evils which now afflict the Carnatic.

For this purpose, the successor of Omdut-ul-Omrah must be required to surrender to the Company, in the most absolute manner, the civil and military administration of the Carnatic, not retaining possession of a single fortress, nor maintaining any armed force, under any pretext whatever: no other arrangement would be adequate to the attainment of the indispensable objects which have been stated.

The general principles of the late treaty with the Rajah of Tanjore may be made the model of the agreement to be concluded with the successor of Omdut-ul-Omrah; such modifications of that treaty as may be rendered necessary by a variation of circumstances, will readily suggest themselves to your Lordship's mind. The article relative to forts and military establishments, noticed in the preceding paragraph, will admit of no modification. The amount of the provision to be made for the support of the succeeding Nabob, and of the other branches of the family of the late Wallajah, should be regulated with reference to the numbers and rank of the persons to be maintained, and on a scale of reasonable liberality.

Although the elevation of the supposed son of Omdut-ul-Omrah to the musnud would probably be disagreeable to the principal Mussulmen in the Carnatic, I am of opinion that he might be rendered a better instrument for the accomplishment of the salutary ends proposed than the son of the late Ameer could be expected to prove. Whenever, therefore, the death of the present Nabob may take place, your Lordship will place the young man who passes for his son on the vacant musnud, previously requiring his consent to the conditions generally described in this Despatch, unless any objection to this disposition should occur to your Lordship's mind; in which event, your Lordship will be so good as to state your objections to me immediately after the receipt of this letter.

If the Nabob's supposed son should refuse or delay to subscribe to these conditions within twenty-four hours from the present Nabob's death, you will then give the son of the late Ameer the option of the succession on the same terms. If he also should reject the necessary conditions, your Lordship will immediately proceed to establish the Company's authority in the completest manner throughout the Carnatic; and you will suspend all further negotiation on the subject of the succession till the receipt of instructions from the Governor General in Council.

I am not aware that the Ameer has left more than one son: in the event of his male offspring being more numerous, your Lordship will consider these directions as applicable only to his eldest son; and you will not treat with any younger branch of his family.

Your Lordship will bear in mind the expediency of making a reasonable provision, in any of the cases supposed, for the Nabob's family, and for all natives of distinction and character, as well as for indigent families at present dependent on the sources or bounty of the Nabob of the Carnatic. Any arrangement which may be necessary for this purpose, should take place, if possible, in the same instant with the establishment of the Company's authority throughout the country.

Fort William, 26 March 1800.

I have, &c.
(signed) Mornington.

EXTRACT from Official Letter from the Governor General to Lord Clive, &c., &c.,
dated 28 May 1801.

(Most secret.)

My Lord,

Para. 15. In determining the mode in which it may be expedient to exercise the rights of the British Government, under this discovery of the Nabob's violation of the alliance, our right to establish whatever system shall be judged advisable for administering the civil and military government of the Carnatic is entirely relieved from the impediments hitherto opposed to the progress of improvement, by considerations personal to the Nabob, and to his Highness's family. In all the different discussions which have taken place in every modification which has been proposed for the improvement of the connection between the Company and the Nabob of Arcot, territorial possession has justly been considered to afford the only adequate security for the military subsidy of the Carnatic. My knowledge of the internal administration of his Highness's affairs convinces me that the resources of the Carnatic can never be faithfully applied to the exigencies of public affairs, while his Highness shall exercise the executive government. I have no hesitation, therefore, in stating my decided judgment, that no actual security can be established for the rights pledged to the Company in the Carnatic, for the effectual restraint of the adverse and faithless disposition of the Nabob of Arcot, or for the successful introduction of an improved system of finance, revenue, and judicature into the territories subject to the Government of Fort St. George, by any other mode than by administering, through the Company's officers, the entire civil and military government of the Carnatic.

EXTRACT from Report of the Commissioners appointed to treat for the Treaty of July 1801.

WE then informed the Khans, that the only remedy applicable to the errors of the present government of the Carnatic, was the substitution of one permanent authority, in lieu of the fluctuating authority which had hitherto subsisted; that the appropriation of the resources of the Carnatic, during the government of the Nabob, and under the pressure of actual war, had been found from experience to be incompatible with the objects of the alliance; and therefore *the only adequate security for the right and interest of the British Government in the Carnatic against the dangers with which they have been menaced, was the entire and exclusive administration of the civil and military government of the Carnatic.* We accordingly informed the Khans, that *this condition would form the basis of the arrangement which it was our intention to propose to them.* Najeeb Khan observed, that such a proposition was calculated to frustrate the professed object of the arrangement; for, if the entire government of the Carnatic should be transferred to the hands of the Company, *the station of Nabob of the Carnatic would be annihilated.* We replied to the Khans, that the condition now proposed actually existed in the treaties of 1787 and 1792; and that, although the entire civil and military government of the Carnatic had been transferred under the operation of that condition to the exclusive administration of the Company, no doubt was entertained that *the rank and dignity of Mahommed Ally and Omdut-ul-Omrah, as the Nabobs of the Carnatic, had been preserved:* we therefore drew this conclusion, *that the rank and dignity of the Nabob of the Carnatic could not be injured by extending the operation of that condition; and that the object of proposing an amicable adjustment, instead of proceeding to exercise the rights acquired by the British Government, was manifestly founded on the desire of preserving to the family the rank, dignities, and splendour of the Nabobs of the Carnatic.*

TREATY of 1801.

TREATY for settling the Succession to the Subahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants trading to the East Indies.

WHEREAS the several treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses, heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the treaty concluded on the 12th of July 1792, with the late Nabob Wallajah, relinquish extensive pecuniary advantages acquired by the previous treaty of 1787, with the view and on the condition of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the treaties heretofore concluded between them; and whereas the musnud of the subahdarry of the territories of Arcot has now become vacant; and whereas the right of Prince Azeem-ul-Dowlah, Behauder, *founded upon the hereditary right of his father the Nawab Ameer ul Omrah Behauder, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawabs of the Carnatic, has been acknowledged by the English East India Company;* and whereas the said Company, and his said Highness the Prince Azeem-ul-Dowlah, Behauder, have judged it expedient that a new treaty shall, at this time, be executed, for the purpose of *supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties on a permanent basis of security in all times to come:* wherefore the following treaty is now established and concluded by the Right Honourable Edward Lord Clive, Governor in Council at Fort St. George, by and with the sanction and authority of his Excellency the Most Noble the Marquis Wellesley, K.P., Governor General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part; and by his Highness the Nabob Wallajah Ameer ul Omrah Modaur ul Mulk Ameer ul Hind Azeem ul Dowlah Behauder Shokut Jung Sepah Salar, Nabob Subahdar of the Carnatic, on his own behalf, on the other part, for settling the succession to the subahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

Article I. *The right of the Nabob Azeem-ul-Dowlah, Behauder, to succeed to the state and rank, and the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah, Behauder, who has accordingly succeeded to the subahdarry of the territories of Arcot.*

Article II. *Such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nabobs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.*

Article III. The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of

of the rights, person, and property of the said Nabob Azeem ul Dowlah Behauder; *and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation*, the said Nabob Azeem ul Dowlah stipulates and agrees, that he will not enter upon any negotiation or correspondence with any European or native power, without the knowledge and consent of the said English Company.

Article IV. It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity), shall be *for ever* vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nabob, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature.

Article V. It is hereby stipulated and agreed, that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nabob and of his own immediate family, including the Mahal to his Highness the Ameer ul Omrah. The said fifth part shall be paid by the Company, in monthly instalments of 12,000 star pagodas; and whatever circumstance may occur, affecting the net revenues of the Carnatic, the said instalments shall not be less than 12,000 star pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year, shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nabob, consistently with the principles of the said alliance.

Article VI. The fifth part of the revenues, as stated in the preceding article, shall be calculated and determined in the following manner, viz.: all charges, of every description, incurred in the collection of the revenues, the amount of the jaghire lands, stated in the ninth article in the Treaty of 1787 at 2,13,421 star pagodas, and the sum of 6,21,105 pagodas, appropriable to the liquidation of the debts of the late Mohamed Ally, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the Polygar Peshcush, which shall always be calculated at the sum of 2,64,704 star pagodas 20 fanams 26 cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nabob, and for the support of his Highness's dignity.

Article VII. Whereas it was stipulated by the fourth article of the Treaty of 1792, that the sum of six lacks 21,105 star pagodas should annually be applied to the discharge of certain registered debts, due by the late Nabob Mohamed Ally to his private creditors, under agreements concluded between his Highness and the Honourable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated, the Honourable English Company, accordingly, hereby charges itself with the annual payment of 6,21,105 pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

Article VIII. Whereas certain debts are due to the said Company by the ancestors of the said Nabob; and whereas it is expedient, in order that the present treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob, that an adjustment should be made of the afore-mentioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting, with its interest, to 13,24,342 star pagodas 6 fanams 47 cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed schedule), to be just debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nabob hereby engages, that whenever the said determination shall be made, his Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not, however, the intention of this article to cause any diminution from the fifth part payable to the said Nabob; but, on the contrary, it is specified that no deduction shall be made from the revenues, on any account whatever, excepting the three items stated in the sixth article, previously to the determination of his Highness's proportion.

Article IX. The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of his late Highness's Government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nabob, in such a manner as shall be judged proper.

Article X. *The said Nabob Azeem ul Dowlah Behauder shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to his Highness's rank and situation, as an ally of the British Government; and a suitable guard shall be appointed from the Company's troops for the protection of his said Highness's person and palace.*

Article XI. The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, his said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in

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concert with his Highness, the number of armed men necessary to be retained for purposes of State. Such armed men as his Highness may, in consequence of this article, engage in his service, shall be paid to the exclusive cost and charge of the said Nabob.

Article XII. The Honourable East India Company shall, in conformity to the stipulations of this treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July 1801; and his said Highness the Nabob shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective cutcherries or offices.

This treaty, consisting of twelve articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and his Highness Azeem ul Dowlah on the other part, is hereby mutually interchanged; the said Edward Lord Clive engaging that a copy of the said treaty shall be transmitted to Fort William, for the purpose of being ratified by his Excellency the Most Noble the Marquis Wellesley, Governor General in Council; and that, as soon as the ratified treaty shall be received from Bengal, it shall be delivered to his said Highness, who will then return to his Lordship the copy which he now receives.

In the hand-writing of Azeem ul Dowlah—

(God is gracious.)

I, Azeem ul Dowlah, having perused and fully comprehended the several articles of the above treaty, have approved and consented to the whole of the said articles. In witness whereof I affix my proper signature,

The Beiz of Azeem ul Dowlah.

SEPARATE and SECRET ARTICLE.

Whereas his Highness the Nabob Azeem ul Dowlah, by the 8th article of the treaty now concluded, has acknowledged the debt called the Cavalry Loan, due by his Highness's family to the said Company, amounting to pagodas; and whereas no account has been yet taken of the public treasure of the late Government, it is stipulated and agreed, that his Highness the Nabob Azeem ul Dowlah shall immediately enter upon an investigation of the state of the public accounts and treasure; and that if, in communication with the British Government, the said treasure shall be found adequate to the purpose, a portion of it shall be immediately applied to the entire liquidation of the said debt called the Cavalry Loan, in ready money.

In the hand-writing of Azeem ul Dowlah—

(God is gracious.)

I approve and consent to this separate and secret article. In witness whereof I affix my proper signature,

The Beiz of Azeem ul Dowlah.

ORDERS published to the Settlement of Fort St. George, dated 31 July 1801, relative to the above Treaty.

Revenue Department.

PROCLAMATION.

I. WHEREAS the object of the connection subsisting between the Honourable Company and their Highnesses, heretofore Nabobs of the Carnatic, was intended to cement the union and alliance between the contracting parties, and to establish, on a solid foundation, the security and rights of the said contracting parties in the territories of the Carnatic; and whereas the several engagements concluded for that purpose *have failed to answer the intention of the contracting parties*, whereby the form of government throughout the provinces of the Carnatic has been subjected to changes injurious to established opinions, to general confidence, and to permanent prosperity; and *whereas the musnud of the subahdarry of the territories of Arcot having become vacant*, his Highness the Nabob Walajah Ameer ul Omrah Modaur ul Mulk Ameer ul Hind Azeem ul Dowlah Showku Jung Sepah Salar Anweer ud Deen Khan Behauder, *has succeeded by the hereditary rights of his father, and by the full acknowledgment of the Honourable Company, to the possession of the said musnud*: wherefore his said Highness the Nabob Azeem ul Dowlah Behauder, and the said Company, being *desirous of correcting such errors as have been heretofore introduced into the government of the Carnatic, and of supplying the defects of all former engagements between the said contracting parties*; and being also anxious to give full vigour and efficiency to the government of the Carnatic, with a view to fix the rights of the people and the interests of the State on a broad and stable foundation, *have mutually, and of their own accord, agreed*, by a treaty bearing date the 31st of July 1801, that all former provisions for securing a partial or temporary interference on the part of the Honourable Company in the government, or in the administration of the revenues of the Carnatic, shall be entirely annulled; and that, *in lieu*

lieu thereof, a permanent system for the collection of the revenue, and for the administration of civil and criminal judicature, under the sole and undivided authority of the Honourable Company, shall be established throughout every village, purgunnah, and province, of the entire territories of the Carnatic.

II. Now proclamation is hereby accordingly made to all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of every description of the Carnatic, that the Honourable Company have, by the treaty above mentioned, acquired a perfect right to ascertain, determine, and establish rights of property, to fix a reasonable assessment upon the several purgunnahs and villages of the Carnatic, and to secure a fixed and permanent revenue, to be collected and accounted for by such officers as shall from time to time be appointed for that purpose by the said Company. And it is further published and declared, that the said Company have also acquired a perfect right to establish courts for the due administration of civil and criminal judicature, under the sole authority of the said Company, which said courts shall be conducted by officers to be appointed from time to time by the said Company, under such ordinances and regulations as shall from time to time be enacted and published by the Governor in Council of Fort St. George.

III. And whereas his said Highness the Nabob Azeem ul Dowlah Behauder has divested himself, by the treaty above mentioned, of all control, authority, or interference in the collection of the revenue, or in the administration of civil and criminal judicature: wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are hereby required to take notice of the same accordingly. And it is hereby further proclaimed and declared, that the engagement now entered into between the contracting parties for the purposes above mentioned are unconditional, and *liable to no change whatever*. Therefore the said zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are required to take notice that the right and power of fixing and collecting the revenue, as well as of administering civil and criminal judicature throughout the provinces, purgunnahs, and villages of the Carnatic, are vested in the said Company alone, *as long as the sun and moon shall endure*.

IV. Wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, officers and inhabitants of the Carnatic, are severally and collectively required, *by virtue of the rights and powers acquired to the said Company by compact with the present lawful Nabob of the Carnatic*, his Highness the Nabob Azeem ul Dowlah Behauder, to yield due obedience to such officers as may be appointed, and to such ordinances or laws as may be enacted by the said Company alone, for the administration and government of the territories of the Carnatic, and in all time to come.

V. Although the Right Honourable the Governor in Council trusts that the experience which the inhabitants of the Carnatic have already had, will have rendered it unnecessary for his Lordship to explain the general principles of moderation, justice, protection, and security, which form the characteristic features of the British Government; yet his Lordship, in accepting the sacred trust transferred to the Company by the present engagements, invites the people of the Carnatic to a ready and cheerful obedience to the authority of the Company, in a confident assurance of enjoying, under the protection of public and defined laws, every just and ascertained civil right, with a free exercise of the religious institutions and domestic usages of their ancestors.

By order of the Right Honourable the Governor in Council.

Fort St. George, 31 July 1801.

(signed) J. Webbe,
Chief Secretary to Government.

ALTERATIONS on Treaty of 1801.

"AND whereas the musnud of the Soubahdarry of Arcot having become vacant, the Prince Azeem-ul-Dowlah Behauder has now been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic; and whereas the said Company and his Highness the said Prince Azeem-ul-Dowlah Behauder have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties on a permanent basis of security *in all times to come*:" *See Preamble, supra.*

"Article 1. The Nabob Azeem-ul-Dowlah Behauder is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah Behauder, who has accordingly succeeded to the Soubahdarry of the territories of Arcot." *See Art. i, supra.*

SEPARATE EXPLANATORY ARTICLES.

Note.—It does not appear whether the Nawaub signed these Articles.

Separate Explanatory Articles annexed to the Treaty for settling the Succession to the Soubahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants of England trading to the East Indies.

Article 1. WHEREAS it is stipulated by the fifth article of the treaty that the sum to be appropriated to the support of the dignity of his Highness the Nabob Azeem-ul-Dowlah Behauder shall be calculated at one-fifth part of the net revenues of the Carnatic; and whereas the improvement of the said revenues, which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the fifth article of the treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth article of the treaty, shall exceed the sum of 25 lacks of star pagodas, then and in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after the previous communication to his Highness the Nabob Azeem-ul-Dowlah.

Article 2. Whereas it is stipulated in the sixth article of the treaty that the sum of 2,13,421 pagodas on account of jagheer, and the sum of 6,21,105 pagodas on account of the private debts of the Nabob Mohamed Ally, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to his Highness the Nabob; it is, nevertheless, hereby explained that it shall not be incumbent on the Honourable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and on the extent of the provision to be made, according to the ninth article of the treaty, for the support of the family and principal officers of the Nabob Mohamed Ally, and of the Nabob Omdut-ul-Omrah. And it is farther explained, that, notwithstanding the liquidation of the private debt of the Nabob Mohamed Ally, or of the debt due to the Honourable Company, the said sum of 6,21,105 pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue, previously to the determination of the share to be allotted to his Highness the Nabob Azeem-ul-Dowlah Behauder, it being the intention of the contracting parties that the said sum of 2,13,421 pagodas, and the said sum of 6,21,105 pagodas, shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(signed) *Clive.*
J. Stuart.
W. Petrie.
E. W. Fallofield.

By the Right Honourable the Governor General in Council.

(signed) *J. Webbe,*
 Chief Secretary to Government.

TRANSLATION of a Letter from the Nawaub *Azeem-ul-Dowlah* to the King of Great Britain, &c. &c. &c.

ON the 15th July 1801 my respected uncle departed from the stage of this transitory life to the world of eternal duration; in consequence of which event your Majesty's representatives, that is to say, the Governor in Council of Madras, in virtue of my right of inheritance, derived from my grandfather and father, were pleased to insate me in the musnud of the Government of the Carnatic.

I offer my gratitude and acknowledgment to your Majesty's Governors, and consider myself, by heart and soul, pledged to your royal favour.

I hope that your Majesty's protection and royal regard will in every respect be bestowed upon me, as it was on my venerable grandfather.

TRANSLATION of a Letter from the Nawaub *Azeem-ul-Dowlah* to Lord *Clive*, &c.

(Extract.)

It is my wish, in conformity with established usage, to send ardash with nuzzars to the King of Delhi, and the Shazadah, upon the occasion of my ascending to the musnud, which has been entirely owing to your Lordship's kindness; and I therefore enclose two drafts of the arzagashis for your Lordship's perusal, which, if they meet your Lordship's approbation, I will, with your permission, have copied fair, and forward them by aircarrahs to Delhi.

TRANSLATION of an Arzdasht from the Nabob *Azim-ul-Dowlah*, &c. &c., to the Presence of his Majesty the Emperor *Shah Allum* (without date).

THIS worshipper of the shrine of true fidelity, and pilgrim in the path of firm allegiance, at all times makes his prayers for the permanence of your Majesty's eternal dominion, the lesson of his tongue, and his supplication for the prolongation of the illustrious, angelic, and world-protecting shadow of your royal person, the talisman of his soul.

This duty he considers his supreme happiness, nay, the most important part of his religion.

Influenced by the ardour of attachment, he ventures to represent, that on the departure of his uncle Omdut-ul-Omrah from this transitory world to that of perpetual duration, he (the faithful representator) by the *support and assistance* of the Managers of the Honourable English Company (who are staunch in their allegiance to the ministers of your imperial throne), *in virtue of the rights of his father and grandfather, was established in the government of the territories of the Carnatic.*

The tribute of gratitude he ascribes to that majesty, like the tree of paradise, replete with blessings, and transmits a nuzzar of 121 ashulsies to the resplendent presence, by the acceptance of which he hopes to be honoured.

TRANSLATION of an Arzee to the Presence of the Prince *Akber Shah*, from the Nabob *Azim-ul-Dowlah*, &c. &c. (without date).

HAVING made the salutations of fidelity the plume of the head of allegiance, it is represented at the place of audience, where the servants of the presence kiss the verge of the carpet of munificence, that this attached dependant, who, like his father and grandfather, treads with firm and undeviating step in the paths of obedience and fidelity, has lately, on the event of the death of his uncle Omdut-ul-Omrah, through the *support and assistance of the Managers of the Honourable English Company, and agreeably to the ancient line of inheritance, succeeded* to the government of the territories of the Carnatic, and is grateful for the endless favours of his Majesty the shadow of God.

He has despatched an arzdasht with a nuzzer to the resplendent presence, and trusts, that by means of the servants of the presence, his Highness will have the goodness to cause it to be laid before his Majesty.

EXTRACT from Declaration by Lord *Clive*, dated 18 December 1801.

When the Nabob *Azeem-ul-Dowlah* was raised to the rank of Nabob of the Carnatic, his Highness succeeded to the rights of his illustrious ancestors heretofore Nabobs of the Carnatic. During a long period of time those rights have been exercised within the jurisdiction of the British Government; and every member of the family knows that the British Government never interfered, otherwise than by the interposition of its friendly offices, in the internal arrangement of their Highness's domestic economy. One of the most memorable events which could have required such an interference was the death of his late Highness the Ameer-ul-Omrah (of blessed memory); but it is intimately known to some of the most respectable persons who have signed the present representation, that the Nabob Mohamed Ali (who is in Heaven) exercised on that occasion the full and undisputed right of an independent sovereign, according to the Mahomedan laws, unqualified by his Highness's existing engagements with the British Government.

The principles of the engagements existing at that period of time were similar to those of the treaty by which the Nabob *Azeem ul Dowlah* (whom God preserve!) has made himself the instrument of restoring the foundation of alliance with the British Government, and of the rank and dignity of this new illustrious family. It is, therefore, incumbent on the British Government to respect the rights acquired to his Highness by the late treaty; and it is my especial duty to resist every attempt which may be made to encroach on those rights, or to violate the principles of the alliance now firmly and perpetually established.

DECLARATION of the Governor in Council of Fort St. George, dated 1st February 1803.

WE, the undersigned, the Governor in Council of Fort St. George, do hereby certify, that the Nabob Wallajah Ameer-ul-Omrah Madar-ul-Mulk Ameer-ul-Hind Azeem-ul-Dowlah Anwer-ul-Deen Cawn Bahadur Shokut Jung Sepah Salar, Soubadar of the Carnatic, is acknowledged and recognized by our said Government as an independent prince, the Soubadar of the Carnatic Payen Ghaut, and an ally of our said Government; and we do farther certify, that from the year 1768, hitherto, his late Highness the Nabob Wallajah, his late Highness Omdut-ul-Omrah, and his Highness the said Azeem-ul-Dowlah, being successively Soubadars of the Carnatic, and allies of the Government of Fort St. George, have severally, with their respective families, resided, and his Highness the said Azeem-ul-Dowlah doth now reside, with the approbation of the Government of Fort St. George, near Madras, and within the territories

territories dependent upon the side of Government, for the purpose of carrying on, in concert with the Government of Fort St. George, the common and united interests of the said Government, and of the said several successive Soubahdars of the Carnatic Payen Ghaut, as such allies.

(signed) Clive.
Wm. Petrie.
M. Dick.

Fort St. George, 1st February 1803.

INSTALLATION OF AZUM JAH.

The installation took place upon 3d February 1820 :—

THE troops in garrison were paraded at an early hour; and with the horse artillery from St. Thomas' Mount, formed a street leading to Chepauk Palace. Shortly after 8 o'clock, the Right Honourable the Governor, accompanied by the Honourable the Chief Justice, his Excellency the Commander in Chief, the members of the Council, the Honourable Sir E. Stanley, and other functionaries of the Government, proceeded to Chepauk, escorted by the body guard, and was received by the Nawaub Azum Jah in the grand saloon of the palace. His Highness was here invested by the Right Honourable the Governor with the various insignia of his elevated station. He was then conducted to the foot of the musnud. The Right Honourable the Governor thereupon addressed his Highness; and, in the course of his address, said, "It is with infinite satisfaction I have the honour to congratulate your Highness upon your ascending the musnud in the direct line of hereditary succession to your late father, of blessed memory. By virtue of the treaty concluded on the 31st of July 1801, between the Nabob Azeem ul Dowlah and the Honourable East India Company, a princely income was secured to your much lamented parent, together with the enjoyment of certain privileges and immunities attached to his elevated rank. Under the sanction of the Most Noble the Governor General, and your acknowledgment of the validity of the treaty, its stipulations are now declared to be equally binding upon your Highness, as they were upon the late Nabob and the British Government."—*Extract from Asiatic Journal*, 1820, p. 389.

ACCESSION of Gholam Mahomed Ghouse Khan.

"His Highness Gholam Mahomed Ghouse, only son of his late Highness Auzum Jah Bahadur, was, on the 23d December, proclaimed successor to his deceased father, in the rank and title of Nabob Soubahdar of the Carnatic. During the minority of the Nabob, the affairs of the Durbar will be conducted by his Highness Azeem Jah Bahauder, brother of the late Nabob, with the title of Naib-i-Mooktar."—*Extract from Asiatic Journal*, 1826, p. 793.

MEMORIAL of his Highness Prince Azeem Jah.

To the Honourable the Court of Directors of the East India Company, &c. &c. &c.

Honourable Sirs,

I HAVE the honour to bring to the notice of your Honourable Court, that his Highness Gholam Mahomed Ghouse Khan Bahadoor, late Nawaub of the Carnatic, having deceased on the 7th October 1855, without issue, in consequence of which, being the second son of his Highness Azemood Dowlah by his first Shadee Begum, I stand in the position of heir and successor to his late Highness, who was my nephew, he being the son of my elder brother Prince Azum Jah, according to the custom and law of Mahomedan succession.

2. That on the 10th October I notified the demise of the late Nawaub to the Government agent at Chepauk, whom I desired to bring to the notice of Government my claim to my late nephew's succession under the Treaty of 1801, concluded between the Honourable East India Company and my father, the said Nawaub Azeemood Dowlah; and, on the 19th November I was informed, through the same channel, that the Government decline to recognise my claim as successor to his Highness the late Nabob of the Carnatic, and the whole question in regard to the vacant musnud will be reported by the next mail to the Honourable the Court of Directors, for their consideration and orders.

3. That although extremely regretting the Government of Madras should have declined acknowledging my rightful claim, I am nevertheless confident in the assurance that the reference to your Honourable Court will eventuate in my favour, from the circumstance that my right to the succession has been already officially acknowledged and recorded by your Honourable Court in a public letter to the Madras Government, dated the 14th January 1829, in reply to a communication from that authority, notifying the appointment of Dr. Scott as physician to the Durbar of the Nawaub, now recently deceased; and my appointment as a Naib-i-Mooktear to my infant nephew; and wherein your Honourable Court express your approval of the former proceeding, on the ground of the Naib-i-Mooktear being the next heir in case of his demise; which event having now taken place, I cannot doubt

but

but that, in the judgment and decision of your Honourable Court, I must be duly and regularly admitted as the next heir, and consequently indisputably entitled to the succession to the musnud, thus rendered vacant by my nephew's decease: and your Honourable Court being in this case the paramount authority, it is hardly necessary for me to advert to the more recent recognition of my claim by the Most Noble the Marquis of Tweeddale, Governor in Council of Fort St. George, in the year 1843, who, in a minute having reference to the exemption list of the relatives of his Highness the Nawaub, ordered a remarkable alteration to be made in that list, with the following remarks: his Lordship in Council observed that Prince Azeem Jah Bahadoor (the late Naib-i-Mooktear) does not hold that place in List No. 1 to which he is entitled, in consideration of the position he has lately occupied in communication with the British Government, and that which he still holds in relation of his Highness the Nawaub, and to his succession to the musnud. It is therefore resolved that the name of Prince Azeem Jah Bahadoor be placed first in the list of the male relations of his Highness the Nawaub.

4. That although the above acknowledgment recorded by your Honourable Court, and thus acted upon by your Government of Fort St. George, is amply sufficient to establish the claim I have advanced, I beg leave to make a slight reference to the conditions of the Treaty of 1801, entered into with my father, the Prince Azeemood Dowlah, when the right of succession was transferred from the family of Nawaub Omdut ool Omrah to the said Prince Azeemood Dowlah, the founder of that branch of the family, of which I am the present heir and representative.

5. That by the first article of this treaty the Prince Azeemood Dowlah is formally established in the state and rank (with the dignities dependent thereon) of his ancestors, heretofore Nawaubs of the Carnatic; one essential part of that dignity being, that the succession to the said state and rank is hereditary, having been so specified in the Altamghah of his Majesty the Emperor of Delhi, granted to the Nawaub Wallajah, whose father, Anwar-u-Deen Khan, was the original Nawaub and Souhbahdar of Arcot.

6. That by the second article of the treaty it is declared, by and on behalf of both the high contracting parties, that such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawaubs of the Carnatic, as are concluded to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are thereby renewed and confirmed; and as the treaties alluded to are declared to be binding on the heirs and successors of both the contracting parties, and as the interests of one of those parties at least, and his heirs and successors, is inseparably bound up with the continuance of the said rank, state and dignities, I cannot but conclude, that although the Madras Government has temporarily declined to acknowledge my claim to the succession, yet my title thereto is too clear and too strong to admit of question, and therefore will be honourably recognized and confirmed by your Honourable Court; and the more readily, as your Honourable Court's admission of the validity of such title has been placed on the public records of the State.

7. That as a proof that the Government of India consider the provisions of the treaty as descending along with the succession to the heirs of the Nawaub, I beg to quote an extract from a letter of the Government agent to my brother, the father of the late Nawaub, dated the 13th December 1819, conveying the opinion of the Governor General in the following terms:—"His Lordship conceives a new treaty between his Highness and the Company to be unnecessary, as he considers his Highness to be *ipso facto* a party to the treaty concluded with his father in 1801;" whence it follows that, as the predecessor of the late Nawaub was a party to the treaty, as the heir of Nawaub Azeemood Dowlah, the late Nawaub was also a party to it, as the heir of Nawaub Azum Jah; and, consequently, in virtue of my heirship to my nephew, I must likewise be considered a party to the Treaty of 1801, and associated with its provisions.

8. That by the fourth, fifth and sixth articles of the treaty, the contracting parties stipulate and agree on the interchange of reciprocal advantages as follows:—"That the British Government shall, in virtue of this document, assume the administration of the civil and military government of the Carnatic, with a right to all the revenues thereof, save and except such portion of the revenues as shall be appropriated for the maintenance of the Nawaub, and the support of his dignity and that of his immediate family; the precise amount of which is declared to be one-fifth part of the net revenues; and I beg respectfully to urge the observation, that the mutual advantages thus detailed are the result of the distinct stipulation and agreement with the avowal of which the fourth and fifth articles are headed and commenced, their validity on both sides being established by the joint and mutual consent of the contracting parties, neither of which can be competent to make any alteration in them without the concurrence of the other.

9. That the revenue assigned for supporting the dignity of the Nawaub and his family is as firmly and irrevocably guaranteed and secured in its full integrity to the heirs of his said family, as the administration of the Carnatic and the appropriation of the rest of its revenues are to the heirs of the East India Company, the former being assigned by the tenor and language of the treaty as the equivalent for the latter; and only so long as the said stipulation and agreement retains its force with regard to the former engagement, can it pass any force with respect to the latter; and as long as the East India Company continues to possess and enjoy the administration and revenues of the territories of the Carnatic, so long are the Company bound by every consideration of good faith and honest dealing, of British honour and national morality, to abide by the terms of the treaty under which these superior advantages have been acquired, and continue to be retained by them.

10. Having thus detailed my reasons for considering that the Treaty of 1801 justifies and upholds my claim to the musnud of the Carnatic, and that my construction of the treaty, as establishing the hereditary right to it in my family, has been adopted and officially recorded by the Governor General to your Honourable Court and the Government of Madras; for these several recognitions I conceive are based on the conditions and tenor of the said Treaty. I will lastly refer to the recognition of his late Majesty King George the Third, in a short quotation taken from a letter addressed by his Majesty to the Nawaub Azeemood Dowlah, my father, dated at "Our Court at St. James's the 27th day of January 1804, and in the 44th year of our reign. We congratulate your Highness on your accession to the musnud of your ancestors, on which may you long remain with honour and happiness. Your Highness may be assured that we shall seize every occasion of affording you proofs of regard, and of continuing to your Highness and to your family our especial friendship and protection."

11. That, if your Honourable Court could be induced to coincide with the apparent object of the Madras Government in setting aside the Treaty of 1801, and your own unambiguous recognition of my title in the public Despatch above quoted, no other alternative appears to remain to your Honourable Court than that of reducing the present descendants of the Prince with whom the treaty was contracted, by which the East India Company have obtained the wide territories and rich revenues of a valuable portion of British India to the miserable, degraded and uncertain position of helpless pensioners on the precarious bounty of the Government, a condition which it was the desire and intention of Lord Clive and the Council of Madras, during whose administration the treaty was framed and concluded, to prevent and avert, and who, with reference to this particular arrangement, observe, in their Despatch to the Secret Committee of your Honourable Court, dated the 3d August 1801-15, "The mode of providing for the support of the dignity of his Highness the Nawaub Azeemood Dowlah is conformable to the principles on which the alliance between his Highness's family and the Company has been received and established. By these means the interests of his Highness will become united with those of the Company in the general prosperity of the Carnatic; and, while the actual security of the British interests provided by the present arrangement remains undiminished, the mode of supplying a fund for the expenses of the family in the manner suitable to its rank and to the dignity of the British Government, by the allotment of a proportion of the public revenues for that purpose, is entirely relieved from the degrading name and appearance of a stipendiary maintenance."

12. That I have made use of the above arguments on the supposition that the objection of the Government is referrible only to the tenor of the Treaty of 1801; but as it is within the range of possibilities that a second objection may be advanced under the idea that the uncle cannot be his nephew's successor according to Mahomedan law, as he can be by the laws of Europe and Christianity, I beg to adduce an instance to the contrary, of the recent date of 1837, in which year Nusserood Deen Hyder, the King of Oude, was succeeded by Nussecood Dowlah, his uncle, the grandson of whom is the present King, both having succeeded to the throne with the knowledge and sanction of the Supreme Government.

That, having thus argued the propriety of my claim as based upon the treaty and the attestations of your Honourable Court and the Governor in Council of this Presidency, and shown that the Mahomedan custom and law are in support of it, as well as British law and practice, I finally commend myself and my claim to the generous and favourable consideration of your Honourable Court, and have the honour to subscribe myself.

MINUTE of the Honourable Court of Directors.

1. THE Governor General's letter in the Foreign Department, dated 14th November 1855, and the political letters from the Madras Government, dated the 12th October, the 20th November, and the 4th December 1855, report to us the death, *without direct heirs*, of his Highness Mahomed Ghouse, Nabob of the Carnatic, and communicate the views of the Governor General and of the Governor in Council at Madras respecting the consequences of that event.

2. In the opinion both of the Governor General and of the Madras Government, the dignity of the Nawaub of the Carnatic has expired; the treaties between the British Government and the successive heads of the family of Wallajah are at an end; the British Government are under no obligation to recognise any person as successor to the rights hitherto enjoyed under those treaties; and, expediency being wholly against such recognition, these authorities are unanimously of opinion that it ought not to take place.

3. We have carefully examined the past history of the relations of the British Government with this family, and have bestowed on the important question referred to us the earnest deliberation due to all questions which can be supposed to involve considerations of public faith.

4. We find that when, in 1801, the representative of the junior branch of the family of Walajah was placed on the musnud by the act of the British Government, a formal announcement was made to the following effect: The conduct of the two previous Nawabs, Walajah and Omdut ul Omrah, had placed them in the position of public enemies of the British

British Government; that all antecedent right of the family had been forfeited; and that the Nawab Azeemood Dowlah was solely indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it, to the grace and favour of the British Government.

5. We find that Azeemood Dowlah fully acknowledged this fact; and that the original draft of treaty prepared by the Madras Government having contained words implying that the British Government did not confer a new, but recognized a pre-existing right, those words were, on that express ground, by the desire of the Marquis Wellesley, struck out, and others substituted which did not contain that implication.

6. The rights of the family being thus derived from the Treaty of 1801, are necessarily limited by its terms, and those are exclusively personal to Azeemood Dowlah. There is no mention in the treaty of heirs and successors, nor any stipulation respecting descendants. Two successions, indeed, have since taken place; but on each of these occasions the question was regarded and treated as one subject to the decision of the British Government. On the first of these occasions, the Governor General acknowledged the son of Azeemood Dowlah as his successor in the mark and title of Nawaub of the Carnatic; but the meaning of that ambiguous term was cleared up by the declaration, His Excellency is pleased to *resolve* that the pecuniary provisions of the Treaty of 1801 shall remain in force. On that last vacancy the family were expressly informed that "*it is the intention of Government that the late Nawaub shall be succeeded in his state and dignity by his infant son.*" It was thus distinctly held that the Government might have refused its assent to the succession even of a direct heir, and on the present occasion there are no direct heirs.

7. In the circumstances, there cannot be any obligation on the British Government to continue the provisions of the Treaty of 1801 in favour of any collateral relative of the deceased Nawaubs; while, in the absence of obligation, we entirely agree with the Madras Government in the opinion, that it would be highly inexpedient to do so. Such titular sovereignties, and the exemption they are held to confer from the common operation of the law, are always an evil, and in the present case their effect has (as was truly observed by Lord Harris), been morally most pernicious, "not only by favouring the accumulation of an idle and dissipated population in the chief city of the Presidency," but by the scandalous want of principle evinced in pecuniary matters, both by the late Nawaub and by his uncle, Azeem Jah, the nearest collateral relative.

8. Azeem Jah has addressed to us a memorial, in which he professes to consider his right to the musnud as having been admitted by the Madras Government and by us. He cites with this view an expression in the resolution of Government in 1843: "The position which he holds in relation to his Highness the Nabob, and to his succession to the musnud;" and a passage from one of our letters to the Madras Government, dated 14th January 1829, in which he is spoken of "as the next heir," in case of the Nabob's demise. The subject then before us was not the succession to the musnud, but the appointment of a physician to the young Nabob, and we had no intention whatever of entering into the question, what might be Azeem Jah's rights of inheritance. As the nearest of kin, we spoke of him as the heir to whatever could be legally derived from the Nabob by inheritance; but the nabobship had never been considered by us to be heritable by heirs of right.

9. We therefore fully adopt the opinion of the Governor General and of the Madras Government, that the title and dignity of Nabob, and all the advantages annexed to it by the Treaty of 1801, are at an end.

The 10th and 11th paragraphs of the Despatch refer to the provisions proposed to be made for his Highness Prince Azeem Jah and the officers of the late Nawaub's household, and others, by way of allowances and pensions, and to the payment of the debts of the late Nawaub.

12 (and last para. of the Despatch). We perceive that, in the contemplation of the Madras Government, the Palace of Chepauk will at once be at the disposal of the State as public property. Sir Henry Montgomery says that it was mortgaged, which might imply that it was considered to be private property. You will institute further inquiries upon this point; but, whatever may be the correct view of the subject, we do not wish to see the ladies of the Nabob's immediate family deprived, against their inclination, of the privilege of residing in that edifice; and the most liberal consideration should be given to any claims they may prefer to portions of the personal property contained in the building.

No. 18.—Political Department.

From the Madras Government to the Secretary of State for India.

My Lord,

Dated 4 June 1859.

WE do ourselves the honour to forward to you the accompanying copy of a minute recorded by our President, relative to the renewal of intercourse between Prince Azeem Jah and his Excellency the Governor.

We have, &c.
(signed) *C. E. Trevelyan.*
Patrick Grant.
Walter Elliot.
W. A. Morehead.

Fort St. George, 7 June 1859.

(No. 12.)

MINUTE by the Honourable the President, dated 4 June 1859.

ON my arrival at Madras, I received a polite letter of congratulation from Prince Azeem Jah, who was formerly Naib-i-Mukhtiyar, or regent for his nephew the late Nawab, and a pension of a lac of rupees a year, afterwards increased to a lac and a half, was assigned to him when the Nawabship of the Carnatic was brought to a close on his nephew's death, in October 1855.

Upon being informed that there had for some years been a suspension of intercourse between Prince Azeem Jah and the Governor, I directed only a verbal answer to be returned through Dr. Balfour, the agent for Chepauk, until I should be able to judge for myself.

It soon became apparent to me that, although he had been guilty of extravagance or worse in the administration of his nephew's affairs, Prince Azeem Jah had not committed any offence which deserved that he should be placed under a permanent ban; and it was obviously expedient that the chronic state of estrangement between the Government of Madras and the Mahomedans of Triplicane, which had caused so much anxiety of late years, should be brought to an end, and that the former amicable relations between the Carnatic family and the European society of Madras should be restored.

Renewed advances on the part of Azeem Jah enabled me to send him a message, through the agent, that in my opinion it would conduce to the tranquillity of his remaining years if he abandoned the chimerical idea of the restoration of the Nawabship, and accepted his position as the first native nobleman at Madras, in which case I should be happy to commence my intercourse with him on that footing, and to treat him with becoming honour; and I sent him the same kind of invitation to the ball about to be given in celebration of Her Majesty's birthday which was sent to the rest of the society of Madras. Prince Azeem Jah cordially responded to this overture, and came to the ball, where I received him with the same attentions which I had been accustomed to pay to native noblemen of his rank at Delhi and Calcutta; other members of the family were also present at the entertainment. Dr. Balfour has since informed me that Azeem Jah is highly pleased at what has taken place, and that he perfectly understands and acquiesces in his new position.

(signed) *C. E. Trevelyan.*

ORDER thereon, 6 June 1859, No. 346.

(No. 13.)

ORDERED, that a copy of the foregoing minute be transmitted to the Right Honourable the Secretary of State for India by the next steamer.

(signed) *T. Pycroft,*
Chief Secretary.

