

Rare section

(1) Papers relating to
the Carnatic and Tanjore
Commissions. 1838. Pp. 1 to 81
V2, L: 8. 2312

(2) Twentieth report of the
Carnatic Commission. 1824.
Pp. 1-23
V2, L: 8. 2312

CARNATIC AND TANJORE COMMISSIONS.

RETURN to an ORDER of the Honourable The House of Commons,
dated 20 February 1838;—for,

AN ACCOUNT of CLAIMS, and the Amount of the same, in English Money, made upon, (I.—III.) and of the Sums awarded by (II.—IV.) the *Carnatic* and *Tanjore* Commissioners, since the 14th day of July 1836; stating the several Items of the last complete Year's Expenditure, and the Names of the Persons receiving the same (V.); also, the Amount of Annual Expenses attending the Commission in England, since the 14th day of July 1836 (VI.); together with Copies of the Correspondence which has taken place between the Court of Directors and the Board of Control respecting the termination of the said Commission (VII.) [*see Parliamentary Papers*, No. 478, of 1836]; together with Copies of Correspondence between the *Tanjore* Commissioners and the Court of Directors of the East India Company, in relation to the termination of the said Commission, and to the Settlement of the Petty Claims under the same, since the 14th July 1836 (VIII.); and also, Copies or Extracts of Correspondence between the *Tanjore* Commissioners in *England* and those at *Madras* on the same subject (IX.)

(*Mr. Hume.*)

Ordered, by The House of Commons, to be Printed,
30 March 1838.

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The Commissioners respectfully submit that this Return cannot be furnished by them.

[N. B. *This Correspondence has been furnished by the India House.*]

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Memorandum:—The three first Nos. of the following Series (VIII.) bear a date prior to the period specified in the Order of The Honourable House of Commons; but they are delivered, because they are documents referred to in the margin of No. 13 and No. 15 of VIII., two of the documents included in that period and required accordingly, and because their insertion somewhere became consequently necessary; and they are placed here instead of at the end of those documents, because, by the present arrangement, the chronological order of the communications between the Court of Directors and the Tanjore Commissioners is preserved.

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P A P E R S
RELATING TO THE
CARNATIC AND TANJORE COMMISSIONS.

I.

I. NUMBER of Claims, and Amount of Claims in English Money, made upon the Carnatic Commissioners since the 14th day of July 1836.

I.
Number of Claims on Carnatic Commissioners.

— Nil. —

II.

II. AMOUNT of the Sums awarded by the Carnatic Commissioners since the 14th day of July 1836.

II.
Sums awarded by Carnatic Commissioners.

— Nil. —

N. B.—All the claims made upon the Carnatic Commissioners were finally adjudicated by them before the said date, being as follows :

	<i>£.</i>	<i>s.</i>	<i>d.</i>
Claims made in English money - - - - -	30,404,919	1	3 ½
Awarded in favour of parties - - - - -	2,686,148	12	8 ½
Awarded against parties - - - - - <i>£.</i>	27,718,770	8	6 ½

III.

III. NUMBER of Claims, and Amount of Claims, made upon the Tanjore Commissioners since the 14th day of July 1836.

III.
Amount of Claims on Tanjore Commissioners.

— Nil. —

IV.

IV. AMOUNT of the Sums, in English Money, awarded by the Tanjore Commissioners since the 14th day of July 1836.

IV.
Sums awarded by Tanjore Commissioners.

	<i>S. Pags.</i>	<i>fs.</i>	<i>c.</i>	<i>£.</i>	<i>s.</i>	<i>d.</i>
Against the claimants - - - - -	13,765	41	50	5,506	7	11
In favour of the claimants - - - - -	31,607	31	28	12,643	1	11 ½
Aggregate awarded - - - <i>S. Pags.</i>	45,373	30	78	18,149	9	10 ½

	<i>£.</i>	<i>s.</i>	<i>d.</i>
The total amount claimed, exclusive of demands for unspecified amount of pay due to native servants and troops, was, in English money -	1,612,594	16	10
Remaining to be adjudicated - - - - -	234,119	6	6 ½
Total hitherto awarded - - - <i>£.</i>	1,378,475	10	3 ½

Viz.

In favour of parties - - - - -	£. 572,034	13	- ½
Against parties - - - - -	806,440	17	3

V.

ACCOUNT of the several Items of the last complete Year's Expenditure of the Tanjore Commission, and the Names of the Persons receiving the same.

V.
Items of Expenditure, Tanjore Commission.

In respect to the expenditure in India, the Commissioners in England have no information.

In respect to the expenditure in England, the following is the return :

	£.	s.	d.
Three Commissioners, from the 1st January to the 31st December 1837, Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., John Hurdis Ravenshaw, Esq., at 1,500 £ per annum each - - - - -	4,500	-	-
George Parkhouse, Esq., Secretary - - - - -	900	-	-
Robert Playfair, Esq., Assistant Secretary - - - - -	600	-	-
Mr. C. B. Stockdale, First Clerk - - - - -	300	-	-
Mr. T. Harrison, Second Clerk - - - - -	280	-	-
Messengers and Porter - - - - -	201	2	-
House-rent and taxes - - - - -	173	16	7
Repairs - - - - -	79	5	7
Contingencies:—Stationery, coals and candles, postage, and other incidental charges, including 40 £ per annum to Office-keeper - - -	319	9	3
	7,353	13	5
The late Lieutenant-colonel Michael, Translator of Mahratta Papers - -	757	10	-

N. B. At the time of the former return, in 1835, the Commissioners stated that they did not know the proportion [of the income paid by the East India Company to this gentleman] which was to be considered due to him in the above character, he having held a situation in the East India College at Haileybury. The above sum included also his pay in the military service of the East India Company.

VI.

AMOUNT of Annual Expenses attending the Commission in England since the 14th day of July 1836.

VI.
Expenses of Commission in England.

From the 1st July 1836 to 31st December 1837, being one year and a half:

	£.	s.	d.
Expenses of the Commission, including the above sum of 7,353 £ 13 s. 5 d., from the 1st July 1836 to 31st December 1837, being one year and a half	11,011	5	7
On account of the late Lieutenant-colonel Michael, including the above sum of 757 £ 10 s., and including also a sum still payable to his legal representative - - - - -	1,123	15	-

VII.

CORRESPONDENCE which has taken place between the Court of Directors and the Board of Control, respecting the Termination of the Tanjore Commission; [in continuation of Parliamentary Paper, No. 478, of 1836.]

VII.
Correspondence between Court of Directors and Board of Control.

N. B. This correspondence has been furnished by the India House.

— 1. —

Sir,

India Board, 27 July 1835.

I AM directed by the Commissioners for the Affairs of India to acknowledge your letter of the 23d instant, in which the Court of Directors state, that they have no authority over the proceedings of the Tanjore Commissioners.

The Board believe that a similar disclaimer must be made on their part, but they have been advised that the Directors of the East India Company and the Board of Control would be fully justified in requiring the Commissioners forthwith to reduce their establishment of secretaries and clerks.

The Board request you will lay this letter before the Court of Directors, with a view of obtaining their opinion on the subject.

Peter Auber, Esq.

I have, &c.
(signed) R. Gordon.

VII.

Correspondence
between Court of
Directors and
Board of Control.

— 2. —

Sir,

East India House, 27 August 1835.

I AM commanded by the Court of Directors of the East India Company to acknowledge the receipt of your letter dated the 27th ultimo, and to acquaint you, in reply, that if it should appear that the Tanjore Commissioners determine to retain a larger establishment than is required for the purposes of that Commission, the Court will be ready to unite with the Board of Commissioners for the Affairs of India in calling upon the Tanjore Commissioners to effect a suitable reduction therein.

R. Gordon, Esq., M.P.

I have, &c.

(signed) P. Auber, Secretary.

— 3. —

Sir,

India Board, 28 August 1835.

THE Commissioners for the Affairs of India learn from the minutes of the Court of Directors of the 19th instant, that while the Court cannot entertain the supposition that the Tanjore Commission will be prolonged for the further period of seven years, they have yet resolved, on the consideration that the lease may be terminated at twelve months' notice, to renew for seven years the lease of the house at present occupied by that Commission.

The Board regret that, in advertence to the correspondence which has passed with regard to the expense of that Commission, the Court did not see the propriety of consulting with the Board before they decided on the application of the Commissioners; and they would still suggest, with the view of effecting a saving, which seems easily practicable, that accommodation for the Commission may be found in some of the apartments at the India House, which the reduction of establishment has left unoccupied.

Peter Auber, Esq.

I am, &c.

(signed) R. Gordon.

— 4. —

Sir,

East India House, 3 September 1835.

I AM commanded by the Court of Directors of the East India Company to acknowledge the receipt of your letter, dated the 28th ultimo, adverting to the resolution which the Court have passed to renew for a further term the lease of the house occupied by the Tanjore Commission, and with reference to the late correspondence between the Board and the Court regarding the expense of the Commission, expressing the regret of the Board that they were not previously consulted on the subject.

In reply, I am directed to observe that the arrangement for renewing the above lease on its expiration at Michaelmas next is one by which no new or additional expense will be incurred, and as it includes the same special provision as formerly, empowering the Court at any time to terminate the lease upon twelve months' notice, it was considered in every respect the most advantageous arrangement which could have been adopted. On these grounds, and as it involved merely a continuance to the Tanjore Commissioners of accommodation on the same premises which they have occupied almost ever since their functions as Carnatic Commissioners commenced, it did not appear necessary to the Court to make a previous reference to the Board upon the subject.

Anxious as the Court are that a Commission which entails so heavy a charge may be terminated as soon as possible, they cannot forget that so long as it shall continue the East India Company are bound, by the terms of the deed entered into with the Tanjore creditors, to defray out of the revenues of that country all the expenses incidental to the investigation of their claims, including, of course, whatever outlay is necessary to provide suitable accommodation for the Commissioners and their establishment. This latter object has, in the Court's opinion, been satisfactorily and economically accomplished by the arrangement hitherto subsisting. The Board, indeed, suggest whether the Tanjore Commissioners might not be received into this house; but the Court consider that there would

would be a manifest impropriety in placing independent functionaries, whose duty it is to arbitrate between the Company and their creditors, under the same roof with their own servants.

VII.
Correspondence
between Court of
Directors and
Board of Control.

R. Gordon, Esq., M.P.

I have, &c.
(signed) P. Auber, Secretary.

— 5. —

Sir,

East India House, 23 June 1836.

WITH reference to the correspondence which passed in July last between the Board of Commissioners for the Affairs of India and the Court of Directors, on the subject of the Tanjore Commission, I am commanded to forward copy of a letter from Mr. Playfair, the assistant secretary to the Tanjore Commissioners, dated 13th instant, and to observe that the despatch to the Indian Government alluded to by Mr. Playfair is still before the Board.

Vide Correspondence
between the
Court of Directors
and the Tanjore
Commissioners.

Robert Gordon, Esq.

I have, &c.
(signed) James C. Melvill, Secretary.

— 6. —

Sir,

India Board, 25 June 1836.

I HAVE laid before the Commissioners for the Affairs of India your letter of the 23d instant, enclosing a letter from Mr. Playfair, assistant secretary of the Tanjore Commissioners, of the 9th instant.

Draft despatch, No. 351, was prepared in June 1835; and previously to the reconsideration of that draft, the Board submit to the Court that it would be expedient to ascertain if any correspondence has taken place since that period between the Tanjore Commissioners in England and the Tanjore Commissioners in India.

The Board are not aware what business may have been despatched by the English Commission since the return made to the House of Commons in August last; if, however, there be an expectation that the labours of that Commission may be speedily closed, such expectation would materially affect the question of communicating with the Madras Government relative to the proceedings of the Indian Commission.

James C. Melvill, Esq.

I am, &c.
(signed) R. Gordon.

— 7. —

Sir,

East India House, 22 July 1836.

IN conformity with the suggestion of the Board of Commissioners for the Affairs of India conveyed in your letter of the 25th ultimo, the Court of Directors of the East India Company have requested the Tanjore Commissioners to furnish information on the point therein specified.

I am commanded to forward, for the consideration of the Board, a copy of the reply which has been received from the secretary to the Commissioners, under date the 11th instant, and I am to state that its contents appear to the Court to show the necessity for transmitting to India the directions contained in draft No. 351, prepared in June 1835.

Correspondence
between Court of
Directors and
Tanjore Com-
missioners.

R. Gordon, Esq.

I have, &c.
(signed) James C. Melvill, Secretary.

— 8. —

Sir,

India Board, 2 March 1837.

THE Commissioners for the Affairs of India have seen in the minutes of the Court of Directors of the East India Company that some claims of the creditors of the late Rajah of Tanjore have been adjudicated, and they have desired me to request you will call the attention of the Court of Directors to my letter of the 4th July 1835, in which the amount of the then adjudicated claims (252,633*l.*) is stated under four different classes.

VII.
Correspondence
between Court of
Directors and
Board of Control.

The Board are anxious to ascertain the aggregate of business which has been done by the Tanjore Commissioners since that period, and also what claims now remain for their adjudication.

The Board, in common with the Court, still feel doubtful of their authority over the Tanjore Commissioners, as expressed in the letters of the 23d and 27th of July 1835; but they think it their duty, after the lapse of 18 months, to call the attention of the Court of Directors to this subject, in order that they may consider whether they should not ask for power to expedite or close the proceedings of this Commission.

J. C. Melvill, Esq.

I am, &c.
(signed) R. Gordon.

— 8 (a.) —

LETTER referred to in preceding Communication, dated India Board, 4 July 1835,
[*Inserted at p. 55.*]

— 9. —

Sir,

East India House, 11 March 1837.

HAVING laid before the Court of Directors of the East India Company your letter of the 2d instant, I am commanded to inform you, in reply, that the attention of the Court had previously been directed to the state of the Tanjore Commission in consequence of a communication from the Commissioners in this country, dated the 3d ultimo; and that the Court are of opinion that the termination of the Commission, both here and in India, may be most advantageously accelerated by effecting a compromise of the unspecified claims, as proposed in the Court's public despatch to the Government of India, dated the 21st September last, and as now again adverted to in the draft of a further despatch, which I have the honour, by command of the Court, to transmit herewith for submission to the Board.

I am commanded to add, that the Court are not in possession of distinct information as to the aggregate of business transacted by the Tanjore Commissioners since the date of your letter of the 4th July 1835, at which period the bonded claims unadjudicated were 16 in number; but that it appears from the several documents, of which extracts are herewith enclosed, that the number of such claims in that state is now reduced to seven.

R. Gordon, Esq. M. P.
&c. &c. &c.

I have, &c.
(signed) James C. Melvill, Secretary.

— 9 (a.) —

PUBLIC LETTER to India, No. 18, dated 21 September 1836.

1. SINCE closing our despatch in this department of the 2d August 1836, which was erroneously addressed to the Governor of Fort William instead of to your Government, on the subject of the Tanjore Commission, we have received a communication from the Commissioners in this country, laying before us copy of a letter addressed to them by the Commissioners at Madras, under date the 1st March last, with its enclosures, among which enclosures we find copy of a letter addressed on the 14th December 1835, by Mr. Chippindall and Mr. Grant, the second and third Commissioners, to the secretary to the Government of Fort St. George, containing their separate minutes of that date, in which they respectively state, for the information of your Government, their views as to the further probable duration of the Commission.

2. From these documents, copies of which are enclosed, it appears that, under the most favourable circumstances, if such an investigation of each of the petty claims as is prescribed by the Tanjore deed take place, many years must yet elapse before the business of the Commission can be brought to a close.

3. We observe that the junior Commissioner (Mr. Grant) estimates the shortest further period which would be required for the investigation and settlement of these claims at 10 years. Of the correctness of this opinion we are unable to come to any conclusion; the more particularly as, in consequence of the alleged insufficiency of the notice given in India of the time allowed to claimants to come forward, to which we called your attention in our despatch before mentioned, the numerical extent of the claims cannot be satisfactorily ascertained. But whatever may be the number of the claims, it is probable that a small amount

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sioners.

amount will be found due to the parties. Looking, therefore, to the protracted and very heavy expense which the present system necessarily entails on the Indian revenues, and to the almost indefinite delay to which it subjects the claimants, the Commissioners in this country, adopting the view taken in Mr. Grant's minute of the 27th August 1835, and again submitted in his minute of the 14th December last, have suggested that it would be for the interest of the Company, as well as of the other parties to the deed, to come to a compromise which might relieve the Tanjore Commissioners from the duty of deciding on any one of the claims; and have proposed that twelve months' pay, with interest at four per cent. from the date of the Commission to the date of payment, be tendered to such of the claimants as specify a given rate of monthly pay, although they do not state the aggregate amount of their claim; and that the same tender be made to those who state neither the monthly rate nor the aggregate amount, but refer to the dufters, an examination of which records, it is observed, would enable the Madras Commissioners to reduce all the claims into schedules of different ascertained rates of monthly pay.

4. Upon full consideration of the subject, it appears to us that it would be desirable to adopt the course suggested by the Commissioners, and that the terms proposed would be likely to satisfy the claimants. We are confirmed in this opinion by the fact stated in Mr. Grant's minute of the 27th August 1835, that in the course of the investigation, as far as it had then gone, no one instance had appeared of the wages of a servant of the Rajah of Tanjore being so much as a year in arrear; and although we may in many cases issue to individuals more than is justly due to them, we look upon the amount of this probable sacrifice as comparatively of little moment, when the serious evil of maintaining the existing establishment is considered.

5. We wish it, however, to be understood, that by this compromise we do not intend to sanction the indiscriminate admission of all claims; as a reference to the dufters will enable the Commissioners to judge of the probability or otherwise of the claims being well founded.

6. Should the result of the inquiry, which in our despatch of the 2d August we directed you to make into the state of the business before the Tanjore Commissioners, induce a concurrence in the view we have now taken of the subject, we authorize you to issue to the Madras Commissioners the requisite instructions for effecting the desired compromise.

7. We have been informed by the London Commissioners that they have required the Commissioners at Madras to prepare and transmit a list of all the petty claimants, specifying whether by themselves, by Mr. Edward Gordon, by Mr. Ouchterlony, or by any one else, they tendered their claims respectively to the Madras Board, and whether there be any evidence that such claims were delivered to the said agents before the 23d March 1830. We direct that you obtain from the Madras Commissioners a copy of the list so to be prepared, and that you instruct the Madras Government to proceed forthwith, in the manner adopted in the analogous case under the Carnatic deed, to call upon the parties to come forward, by themselves or by their agents, and to accept the compromise and release the Tanjore deed. When the petty claimants shall thus release the deed, and the Madras Commissioners shall transmit such release to the London Commissioners, the latter will by general awards release the Company from their liabilities under the deed, as the lists are forwarded.

— 10. —

Sir,

India Board, 30 March 1837.

THE Commissioners for the Affairs of India observe in your letter of the 11th instant, that the Court are not yet in possession of distinct information as to the aggregate of business transacted by the Tanjore Commissioners in India since the date of my letter of the 4th July 1835.

The Board are apprehensive that my letter of the 2d instant was not sufficiently explicit, and that the Court are not aware that the Board intended their inquiry to refer to the aggregate of business which has been done by the Tanjore Commissioners in England since July 1835.

The Board submit to the Court that it is expedient to ascertain this fact.

I am, &c.

James C. Melvill, Esq.

(signed) R. Gordon.

— 11. —

Sir,

East India House, 21 April 1837.

I HAVE laid before the Court of Directors of the East India Company your letter of the 30th ultimo, stating that it is expedient to ascertain the aggregate of business which has been performed by the Tanjore Commissioners in England since the 4th July 1835; and I am commanded to transmit, for the information

VII.
Correspondence
between Court of
Directors and
Board of Control.

information of the Board of Commissioners for the Affairs of India, the accompanying statements, showing the adjudications of which the Court have received certificates from the Tanjore Commissioners subsequently to their Tenth Report to Parliament, dated the 6th February 1834.

From these statements, it will be observed that since the date first mentioned four adjudications have been made in favour of parties, to whom the awards have amounted to 20,863 st. pags. 17 f. 79 c., and that one adjudication has been made against a party, whose claim amounted to st. pags. 641. 7. 22.

I am, &c.

(signed) James C. Melvill, Secretary.

Robert Gordon, Esq. M. P.

ABSOLUTE ADJUDICATIONS IN FAVOUR OF CLAIMANTS.

Number of Award and of Certificate.	DATE.	Number in Report to Parliament.	Names of the Parties.	Amount of Awards.	Aggregate Amount.
				Star Pgs. fs. c.	Star Pgs. fs. c.
69	31 July 1834	- - 94 in the Fourth Report.	William David Shirriff	165 22 41	3,310 30 25
58			Pammell Satoopatty Moodelly and Ramaradha Moodelly	3,145 7 64	
70	4 Feb. 1835	- - 95 and 96 in ditto.	William Hart -	3,662 12 47 1/2	9,553 34 54
59			Mahomed Khan -	2,945 32 3 1/2	
72			Hyat Khattoo -	1,472 37 1 1/2	
60			Zeenub Khattoo -	1,472 37 1 1/2	
	6 Mar. 1835	- - 81 in the Third Report.	Shumana, otherwise Sham Row -	6,556 17 27	77,134 11 26
			William Douglas Brodie -	694 8 60	
			Vendaloor Mootoo Moodeliar -	527 25 10 1/2	
			Edward Gordon -	694 8 60	
			William Hart -	34,726 6 53 1/2	
			Maudombankom Shunmogaroy Pelay -	4,630 38 50	
			Edward Francis Elliot -	4,998 12 51	
			Gauda Raz Shashia -	771 14 32	
			John de Vaz -	2,315 19 25	
			Thomas Teed -	385 28 16	
			Rajah Ram Punt -	1,543 10 69	
			Runga Row -	1,543 10 69	
			Satoo Row -	1,543 10 69	
			Yaiknath Row -	4,629 32 44	
			Bowanny Shunker Row -	2,314 37 22	
			Vishvanaut Row -	4,629 32 44	
			Appoo Row -	925 40 8 1/2	
			Vencat Row -	925 40 8 1/2	
			Trimbuck Row -	925 40 8 1/2	
			Sadasheva Row -	925 40 8 1/2	
			Kistna Row -	925 40 8 1/2	
73	30 - -	- - 82 to 84 in the Third Report.	Shamuna, otherwise Sham Row -	809 28 12	9,525 22 35
61			William Douglas Brodie -	85 30 52	
			Vendaloor Mootoo Moodeliar -	68 24 42	
			Edward Gordon -	702 41 28	
			William Hart -	385 32 75	
			Gauda Raz Shashia -	95 10 58	
			Thomas Teed -	47 26 29	
			Rajah Ram Punt -	1,542 40 10	
			Rungah Row -	542 40 10	
			Satoo Row -	542 40 10	
			Yaiknath Row -	1,628 36 31	
			Bhowanny Shunker Row -	814 18 16	
			Vishvanaut Row -	1,628 36 31	
			Appoo Row -	325 32 38 1/2	
			Vencat Row -	325 32 38 1/2	
			Trimbuck Row -	325 32 38 1/2	
			Sadasheva Row -	325 32 38 1/2	
			Kistna Row -	325 32 38 1/2	

Number of Award and of Certificate.	DATE.	Number in Report to Parliament.	Names of the Parties.	Amount of Awards.	Aggregate Amount.	VII. Correspondence between Court of Directors and Board of Control.
				Star Pgs. fs. c.	Star Pgs. fs. c.	
74 62	7 Jan. 1836	-- 29 in the Second Report.	Alexander Norman Macleod - -	1,825 14 62	1 825 14 62	
75, No. 1 63	19 Dec. -	- - No. 70 in the Third Report.	Esther Woolf - -	509 19 49	509 19 49	
75, No. 2 64	19 - -	- - No. 30 in the Second, and Nos. 76 and 85 in the Third Report.	Ditto - - -	{ 430 35 35 566 21 12 }	997 14 47	
76 65	19 - -	- - No. 37 in the Second Report.	William Hart - - Esther Woolf - - Gopaul Doss Beejum Chund - -	876 23 52 1,314 35 38 15,339 35 71	17,531 11 1	
				Star Pagodas - - -	1,20,387 32 59	

ABSOLUTE ADJUDICATIONS AGAINST CLAIMANTS.

Number of Award.	DATE.	Number in Report to Parliament.	Names of the Parties.	Amount of Claims.	Aggregate Amount.
				Star Pgs. fs. c.	Star Pgs. fs. c.
68	31 July 1834	-- No. 93 in the Fourth Report.	Collatoor Soobarooy Moodeliar - -	32,479 10 38	32,479 10 38
71	6 Mar. 1835	- - No. 81 in the Third Report.	Tanjore Nanah Row Bhowanny Shunker Row - - -	1,05,490 18 40 10,549 1 68	1,16,039 20 28
77	19 Dec. 1836	-- No. 101 in the Fifth Report.	Ballakistna Doss -	641 7 22	641 7 22
				Star Pagodas - - -	1,49,159 38 8

— 12. —

Sir,

India Board, 1 May 1837.

I AM directed by the Commissioners for the Affairs of India to acknowledge the receipt of your letter of the 21st ultimo, with an enclosure, showing the adjudications of which the Court have received certificates from the Tanjore Commissioners subsequent to their Report to Parliament, dated the 6th February 1834.

The Board are still unable from this document to ascertain correctly the aggregate of business which has been done by the Tanjore Commissioners since the 4th July 1835.

The Board consequently request from the Court the necessary information; and if there be no means of affording it at the India House, they submit to the Court the propriety of applying to the Tanjore Commissioners, referring them to my letter of the 4th July 1835. In that letter, from information derived from the assistant secretary of the Tanjore Commission, given with the knowledge and sanction of that Commission, the business remaining to be transacted was divided into four classes, amounting in the whole to 6,31,584 pagodas.

I am, &c.

James C. Melvill, Esq.

(signed) R. Gordon.

VII.

Correspondence
between Court of
Directors and
Board of Control.

— 13. —

Sir,

East India House, 2 June 1837.

I AM commanded by the Court of Directors of the East India Company to transmit, for the information of the Board of Commissioners for the Affairs of India, copy of a letter received from the Tanjore Commissioners in answer to an application made to them by the Court for information as to the number of claims decided since the 4th July 1835.

Correspondence
between Court of
Directors and
Tanjore Commis-
sioners.

I have, &c.

R. V. Smith, Esq. M.P.

(signed) *James C. Melvill*, Secretary.

— 14. —

Sir,

India Board, 21 November 1837.

THE Commissioners for the Affairs of India have perused a letter from the Tanjore Commissioners in England to the Secretary of the Court of Directors, dated 2d October 1837, requesting that, in addition to the half-year's salary of 341 *l.* 5 *s.*, 25 *l.* be allowed Colonel Michael for his travelling expenses as Mahratta interpreter.

Correspondence
between Court of
Directors and
Tanjore Commis-
sioners.

This request the Court were pleased to grant. It appears that in consequence of the resignation of his situation at Haileybury, the Court have informed the Tanjore Commissioners that no further allowance will be made to Colonel Michael for his travelling expenses; but the Board take this opportunity of submitting to the Court the propriety of inquiring how far the labour now performed by the Mahratta interpreter of the Tanjore Commissioners be commensurate with a salary of 682 *l.* 10 *s.* per annum.

By reference to the correspondence between the Tanjore Commissioners in England and the Court of Directors in May last, the Board perceive that the amount of claims decided by the Commissioners from July 1835 to May 1837, amounted only to 8,995 *l.* 12 *s.*, out of which sum only 491 *l.* 12 *s.* was declared in favour of the Company. The Board therefore submit, that it would be desirable to ascertain how many attendances were given by the Mahratta interpreter during that period, and also what labour was performed by him in execution of his office.

The Board further submit to the Court of Directors the propriety of ascertaining the amount of business which has been performed by the Tanjore Commissioners from the date of their letter of the 23d May to the present time.

I am, &c.

J. C. Melvill, Esq.

(signed) *R. Gordon*.

— 15. —

Sir,

East India House, 7 December 1837.

I AM commanded to acquaint you that the Court of Directors of the East India Company, having applied on the 30th ultimo to the Tanjore Commissioners for information on the points of inquiry connected with the business of the Commission embraced in your letter of the 30th of that month, have received a reply from Mr. Parkhouse, dated the 4th instant, of which a copy is herewith transmitted for the information of the Board of Commissioners for the Affairs of India.

Correspondence
between Court of
Directors and
Tanjore Commis-
sioners.

I have, &c.

Robert Gordon, Esq.

(signed) *James C. Melvill*, Secretary.

— 16. —

Sir,

India Board, 26 December 1837.

THE Commissioners for the Affairs of India have directed me to request you will call the attention of the Court of Directors to the expenses of the Tanjore Commission, wholly disproportionate as they are to the labour performed.

It appears by my letter to you of the 4th July 1835, that the number of claims remaining to be decided by the Tanjore Commissioners in England (exclusive of unspecified claims) was 16, divided into four classes, as set forth in the margin.*

The Board collect, from the letters of the Tanjore Commission of 23d May and 4th December 1837, that only five of these cases have been decided between the 4th July 1835 and the 4th December 1837, amounting to 47,198 pagodas, or 18,879 *l*.

Referring to my former correspondence with you, it appears that much doubt was entertained of the power of the Court or of the Board to interfere for the purpose of putting any check upon the expenses of this Commission. I am directed, however, again to call the attention of the Court of Directors to the subject, in the hope that some remedy may be found for an evil, the continuance of which, if it can be avoided, must be discreditable to the home authorities.

I am, &c.

James C. Melvill, Esq.

(signed) *R. Gordon.*

— 17. —

Sir,

East India House, 6 January 1838.

I HAVE laid before the Court of Directors of the East India Company your letter dated the 26th ultimo, in which the attention of the Court is requested to the expenses of the Tanjore Commission, in the hope that some remedy may be found for an evil, the continuance of which, if it can be avoided, must be discreditable to the home authorities.

In the correspondenc referred to in your letter, the Court of Directors expressed their full concurrence in the view taken by the Board of Commissioners of the disproportionate amount of the charge incurred on account of the Tanjore Commission, as compared with the duty performed; they indicated, at the same time, their desire to bring the Commission to a close as early as might be practicable, and they suggested measures by which (with the concurrence of the Commissioners, which appeared to the Court to be necessary,) the charge might be diminished, either by reducing the salaries and establishment of the present Commission, or by adopting some other system of adjudication. During the last year, the Court have transmitted instructions to the Government of India, which they trust will have the effect of accelerating the progress of the Commission in that country; and they would be happy to co-operate with the Board in any measures, within their competence to adopt, which might bring the Commission to a close in England. The doubts, however, which, as you observe, were entertained in 1835, as to their power of interference, still exist. They apprehend that nothing short of legislative interference can be of avail, so long as the claims of any actual parties to the deed remain unadjudicated; but should the Board, as one of the home authorities, be able to point out any other or more expedient course, the Court will be most ready to give the subject their best consideration.

I have, &c.

Robert Gordon, Esq., M. P.

(signed) *James C. Melvill, Secretary.*

* Class I.—Three claims, amounting to 1,12,813 pagodas, (45,125 *l*) reported upon in India, and transmitted back to that country for further information; one of them, amounting to 1,904 pagodas, on the 6th January 1834, and the others, amounting to 1,10,909, on the 10th and 15th June last.

Class II.—Six claims, amounting to 3,14,381 pagodas, (125,752 *l*) reported by the Commissioners in India to the Board here.

Class III.—One claim, amounting to 63,047 pagodas, (25,219 *l*) waiting for the receipt from India of the original bond of the Rajah.

Class IV.—Six claims, amounting to 1,40,641 pagodas, (56,264 *l*) not yet reported from India.

VIII.

Correspondence
between Tanjore
Commissioners and
Court of Directors.

VIII.

COPIES CORRESPONDENCE between the Court of Directors and the
Tanjore Commissioners.

— 1. —

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
13 June 1836.

Sir,

I AM directed by the Commissioners to request to be informed whether any reply have been received to the despatch to the Indian Government on the subject of the business of the Tanjore Commission, to which despatch reference was made in the Honourable Court's letter to Mr. Secretary Gordon, under date 9th July last, and, if any reply shall have been received, to request a copy thereof.

I have, &c.

(signed) *Robert Playfair*,
Assistant Secretary.

To James C. Melvill, Esq.
&c. &c. &c.

— 2. —

East India House, 7 July 1836.

Sir,

I HAVE laid before the Court of Directors of the East India Company your letter of the 13th ultimo, requesting to be furnished with a copy of any reply which may have been received to the despatch to the Indian Government on the subject of the business of the Tanjore Commission, referred to in Mr. Auber's letter to Mr. Secretary Gordon of the 9th July 1835; and I am commanded to inform you, in reply, that, the despatch alluded to not having been forwarded to India, the Court are desirous, previously to the re-consideration of the subject, of ascertaining if any correspondence has taken place since that period between the Tanjore Commissioners in England and the Tanjore Commissioners in India.

I am accordingly to request, that the Court may be furnished with information on this point, and that they may likewise be informed whether there be an expectation that the labours of the Commission may be speedily closed, as such expectation would materially affect the question of communicating with the Madras Government relative to the proceedings of the Indian Commission.

I am, &c.

Robert Playfair, Esq. (signed) *James C. Melvill*, Secretary.

— 3. —

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
11 July 1836.

Sir,

1. I AM directed by the Commissioners to acknowledge the honour of your letter of the 7th instant, in which you state that the despatch to the Indian Government referred to in Mr. Auber's letter to Mr. Secretary Gordon of the 9th July 1835, had not been forwarded to India; and you add the request of the Honourable Court of Directors to be furnished, previously to their re-consideration of the subject, with information on two points, viz. first, whether any correspondence have taken place since the said 9th July 1835, between this Board and the Commissioners in India; and second, whether there be any expectation that the labours of this Commission may be speedily closed.

2. In reply, I am directed to express, with the greatest respect, the regret of this Board that the Honourable Court did not send out the despatch in question, inasmuch

inasmuch as it was understood to have had in view measures for the speedier termination of the Commission.

3. The whole tenor indeed of the correspondence of this Board with the Honourable Court has proved the necessity of some measures, beyond the powers of this Board, in order to expedite the conclusion of the labours of the Commissioners at Madras; and the Honourable Court will do this Board the justice to remember, that in their Return made to the Honourable House of Commons on the 31st August 1835, a copy of which Return was, as soon as printed, viz. on the 9th November 1835,* transmitted to the Honourable Court, this Board stated, in reference to the probable termination of the Tanjore Commission, "that it must depend in great measure, first, upon the Commissioners in India returning the necessary information still required in cases already in part investigated, and transmitting their reports on cases not as yet at all submitted to this Board; and, secondly, upon any measures which may be adopted by the East India Company in reference to the withdrawal from the Tanjore deed of the unspecified claims," &c.

4. If the despatch noticed in Mr. Auber's letter above quoted had been forwarded, and if the powerful interference of the Honourable Court had been thereby exerted, first, upon the Indian Government, and, secondly, through that Government upon the Commission at Madras, there is reason to believe that this Board would by this time have been able to report that efficient progress had been made in disposing of the remaining cases; but to this date no further report has been received from Madras at this office.

5. At the same time, the Commissioners here feel it to be their duty to observe, first, that the Board at Madras, though they have sent no reports on the claims remaining for adjudication here, appear from a statement made by Mr. William Hart, recently arrived in England, (an agent employed in India for many of the claimants, and whom, as such, this Board took the earliest opportunity of examining on the subject,) to have been sedulously engaged in other public duties delegated to them, particularly to an examination of the Tanjore dufters in relation to "the petty claims;" and, secondly, that by the testimony of the same gentleman, there is reason to hope that the remaining reports, some of which he believes to have been "finished, or nearly finished," when he left Madras, will speedily be forwarded to this country.

6. In reference to the first question addressed to this Board by the Honourable Court, viz. whether any correspondence have taken place with the Commissioners at Madras since the 9th July 1835, I am directed to state that this Board have, subsequently thereto, continued their system of addressing the Board at Madras by almost every opportunity; and on the 9th November 1835, the day when the Parliamentary Return, from which the passage in paragraph 2 of this letter was quoted, was delivered here, a copy of it in duplicate was transmitted to the Board at Madras; the Commissioners here specially calling upon them to transmit without delay the remaining specified claims, and to explain the causes of the previous delay which had occurred in the completion of their investigations.

7. In reference to the second question addressed by the Honourable Court to this Board, I am further directed to state that the Commissioners respectfully submit to the Honourable Court the above circumstances, as furnishing the best materials of information in their power as to the probable close of the Tanjore Commission.

I have, &c.

To J. C. Melvill, Esq.
&c. &c. &c.

(signed) Geo. Parkhouse, Secretary.

* A copy of the part in question having been previously transmitted in MS. to Mr. Secretary Auber, on the 11th September 1835.

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

1. It is our duty to submit to your consideration the accompanying copies of despatches and documents received by us on the 1st instant from the Tanjore Commissioners at Madras.*

2. As two of the documents in question are extracts from two despatches addressed by this Board to the Commissioners at Madras, on the 10th August 1827 and on the 27th May 1835 respectively, and as such extracts convey imperfectly the views of this Board, we have felt it right to transcribe the entire documents, marking in the margin those passages which the Commissioners at Madras have selected.

3. It is true that the whole of our despatch of the 27th May 1835 has been already submitted to the notice of your Honourable Court in our communication of the 5th June 1835; but, for your convenience in reference to it, we retranscribe it as a number in this representation, and thus bring together all the materials, to which we have now to invite your attention.

4. It is scarcely necessary for us to express the regret which we cannot but feel, and which your Honourable Court will as certainly experience, in regard to the existing state of the Board at Madras, of which the senior member is absent through illness, and of which the two remaining members, whose union might have enabled them to conduct the general business, appear by their own minutes to differ materially as to the mode in which that business may be best carried to a close.

5. Under these circumstances, without further reference to the illness, and consequent absence of Mr. Fauquier, it is our duty to notice in detail the minutes of the two junior Commissioners.

6. The question at issue is the best mode of closing the Tanjore Commission consistently with the deed† under which we are appointed, and consistently with justice to the Honourable Company, and to all other persons, who, with the Honourable Company, are likewise parties to that deed.

7. The first question, therefore, to be ascertained, is, obviously, who are "the other parties" to the Tanjore deed, who, by executing the same, in conjunction with the Honourable Company, have entered into mutual covenants; and whose consent to any other arrangement of their claims must be specifically given, before they can be deprived of any benefits which they might claim under the existing arrangements.

8. The answer is equally obvious: that they, and they only, who duly executed the deed previously to that period which the Honourable Court fixed as the limit for receiving claims, under a power contained in the deed itself, authorizing the said Honourable Court so to fix the limit, are legally entitled to claim the benefits provided by the said deed.

9. But the equity of the case is more extensive. All the parties known by the designation of the "petty claimants" are natives; all were invited by advertisements in the native languages to come forward and prefer their claims, without any limitation of time; and all had a reasonable right to expect, that,
whenever

* (a) Copy letter from Commissioners in India to Commissioners in England, of 1 March 1836.
(b) Copy extract from Minutes of Consultation, of Fort St. George, of 19 November 1835.
(c) Copy letter from Commissioners in India, of 14 December 1835, to the Secretary to Government, Fort St. George.
(d) Copy Minute Second Commissioner at Madras.
(e) Copy Letter from Commissioners in India to Commissioners in England, of 12 February 1827.
(f) Copy Schedule of the claim of Fareed Khan.
(g) Copy Minute of Junior Commissioner at Madras.
(h) Copy Memorandum ditto.
(i) Copy Calculations, with observations.
(k) Ditto.
(l) Copy Letter from Commissioners in England to Commissioners in India, 10 August 1827.
(m) Copy Letter from Commissioners in England to the Commissioners in India, 27 May 1835.

† The Second Commissioner inadvertently refers to the "Act of Parliament" instead of the deed, as constituting the ground upon which the claimants rest.

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Commissioners and
Court of Directors.

whenever the East India Company, the other party to the deed, chose to exercise its reserved powers and to close the door against further claims, a notification to that effect, as extensively promulgated in languages known to the claimants as the original invitation to them to prefer their claims, would have been issued. The reverse is the case: it is clear, by the statement of the Madras Commissioners in a report to us, dated 31st December 1834, (noticed by us in our reply* of the 27th May 1835, paragraph 6,) that the notification closing the door against claimants was never promulgated in any native language; while the invitation opening the door, without any limit of time, was published in all the languages of the presidency. If this mode of publication were necessary when parties were for the first time invited to appear, without any limitation of time, it was of course doubly necessary, as we stated to the Commissioners at Madras in our said despatch of the 27th May 1835, when such parties were to be warned, that, if they did not appear within a given time, they would be excluded from all benefits under the deed.

10. We think, therefore, that, as it appears that no notification against the admission of claims after a day therein fixed has been published in the languages generally understood by the several claimants, all who have preferred their claims to the Commissioners at Madras, whether since or before that day, are in strict equity, and certainly in a just and liberal interpretation of the case, entitled to be considered by the Honourable Court as *bonâ fide* parties entitled to the benefits of the Tanjore deed.

11. In this observation we assume that the parties in question have, either by themselves or by their agents, executed the said deed, though it may be after the period limited for the admission of new claims, or at least have been prevented from executing the same by the act of the Commissioners at Madras; and that, at any rate, they or their agents were ready to do all such acts as the deed required.

12. If the parties (invited without limit of time to prefer their claims, and never warned, in any language which they understood, to prefer them before a given day, or not at all,) were, under such circumstances, either admitted to execute the deed, or, being willing to execute it, were prevented, we think, that in any arrangements to be now contemplated, whether an investigation continued under the deed, or a compromise offered in lieu of its provisions, all the parties in this class ought to be comprehended.

13. We are here led to a consideration of the question how this large class of petty claimants (*i. e.* parties who prefer claims for an unspecified amount, stating only that something is due to them,) came ever to be admitted as parties to the Tanjore deed.

14. The observation of the junior Commissioner at Madras, in his minute transmitted to this Board, has been made under a misapprehension of the facts of the case. As a copy of that minute accompanies this communication to your Honourable Court, it is enough for us here, instead of citing its words, to state the substance; namely, that had such an anomalous case been contemplated, (as the continuance of the Tanjore Commission at an expense exceeding twenty-fold the amount of the claims to be investigated, the amount of such claims being, in the first instance, unspecified by the parties, and being left to be ascertained by the actual investigation,) he thinks it cannot be doubted that provision would have been made in drawing out the Tanjore deed for the exclusion of unspecified claims, which seem to him to have been admitted by the Home Board under a very liberal construction of the deed.

15. In justice to ourselves, we are bound to state to your Honourable Court, that, in the very first instance, when the Carnatic Commissioners were requested to undertake the duties to be created by the Tanjore deed, and when your then chairman, Mr. Wigram, on the 17th January 1824, transmitted to them accordingly a draft of the proposed deed and bill, which had been prepared by the Company's law officers, for effectuating an engagement with the Tanjore creditors, and when he requested to be favoured with the sentiments of the then Carnatic Commissioners thereon, the late Sir Benjamin Hobhouse, the senior Commissioner, on the part of himself and his colleagues, returned the said papers, with sundry observations

N. B.—On the 22d
Jan. 1824.

* Copy herewith sent, VIII. 4 (m.)

observations and suggestions in relation thereto, among which is the following, to which we most respectfully request the present attention of your Honourable Court: viz. "And, further, suppose claims delivered without a sum specified, but referring to the dufters for their amount, in what light are they to be considered? Ought not some distinct provision to be made for them, as difficulties for want of it have occurred under the Carnatic deed?"

16. It thus appears that, before the deed had been submitted to any claimant for execution, when it was still in the hands of your Honourable Court, to be modified according to your own discretion, the gentlemen to whom your chairman paid the compliment of transmitting that deed for previous examination, specifically, and from a full knowledge of the inconveniences experienced from the want of certain restrictions in respect to parties who had been admitted to claim under the Carnatic deed, suggested to your Honourable Court the expediency of making a distinct provision for those, who, whatever might be their moral claims upon the revenues of Tanjore, for services rendered to the late Rajah, could produce no legal evidence of such claims; and whose claims, if to be established at all under the proposed Tanjore deed, would require an expenditure in the machinery of investigation required by that deed, greatly exceeding, if not the aggregate of the whole sum which might be found due, any reasonable proportion which the expense of investigating a demand for a money claim ought to bear to its amount.

17. We regret the neglect of this suggestion; but for that neglect we can no more blame ourselves than for having made the suggestion itself.

18. Practically, the suggestion was neglected, and the deed, unaltered, was executed by the Honourable Company, and by sundry persons claiming to be creditors of the late Ameer Sing, formerly Rajah of Tanjore.

19. A duplicate original of the deed so executed was duly transmitted to us.

20. In course of time, one of those cases which had been anticipated occurred, and the Commissioners at Madras brought it under the notice of this Board.

21. The judgment of this Board on that occasion furnishes the ground of the observation of the junior Commissioner at Madras, and he quotes an extract from a despatch of this Board, as containing the reasons of its conduct.

22. We have already intimated to your Honourable Court that we have felt it necessary to transcribe the whole of that despatch, in lieu of transcribing the extract quoted. We request your attentive perusal of that despatch.

23. You will there see that we considered it to be our duty, in a matter involving largely the pecuniary interests of the Honourable Company, to desire the attendance here of the Honourable Company's solicitor.

24. We received the letter from the Commissioners at Madras on the 8th August 1827. We immediately summoned Mr. Lawford, and on the 10th August had the desired conference with him.

25. A copy of the minute of that conference, and of the letter which resulted from it, addressed by us to the Commissioners at Madras on the same day, the 10th August 1827, we have transmitted herewith, for the fuller information of your Honourable Court.

26. You will see, from these proceedings, and from an examination of the Tanjore deed, that (the provision which we had suggested not having been adopted) we had no alternative but to admit all persons claiming to be creditors of the late Ameer Sing; and this, not as the junior Commissioner at Madras assumes, under a liberal construction of the said deed, but under the strictest legal interpretation of it, as confirmed by your own solicitor, who drew it.

27. That the results have been inconvenient and expensive, even beyond the delay and the cost contemplated at the time, is perfectly clear; but the consequence is not attributable to us at least, who gave a timely warning to your Honourable Court, that some "distinct provision ought to be made" for the class of petty claimants, irrespective of the provisions of the Tanjore deed.

28. It is obviously impossible for us, or for any one out of the Commissioners' office in Madras, to form an opinion whether the calculation of the probable extent of time which may be required to complete such an investigation of each of these claims as is prescribed by the Tanjore deed be correct or otherwise. We neither affirm nor deny the conclusion, that it will occupy at the very least ten years to complete such investigation; but we are fully prepared to state our opinion, that, looking at the certain extent of time which, under the most favourable circumstances, would be occupied in that investigation, and looking at the probably small amount which will be found due to the parties, it is greatly for the interest of the Honourable Company to take the speediest measures for relieving the Tanjore Commissioners from the duty of deciding on any one of the claims of the class in question. By what mode or upon what principle this may be effected, the wisdom and the justice of the Honourable Court will best decide. It is enough for us to say, that the parties who have executed the Tanjore deed must withdraw from it before we can release the Honourable Company, and the deed, which they have provided for the satisfaction of such claims on the late Rajah Ameer Sing, from the liability thereby created. What may be the inducement which it will be advisable for your Honourable Court to authorize your Government in India to hold forth to the petty claimants, as a body, it is not our province to suggest. But our anxiety to liberate the Honourable Company, on the one hand, from the protracted expense which the present system necessarily involves, and the claimant, on the other hand, from the almost indefinite delay which he on his part must experience under it, may perhaps excuse us with your Honourable Court if we take the liberty of adding, that the suggestion of the junior Commissioner at Madras appears to us to be well worthy of your consideration, particularly if the "year's pay," with interest, to which he refers, be considered as a *bond fide* year of not less than twelve months, instead of less periods, as eight months, &c., to which he has referred.

29. In our despatch to the Board at Madras of the 27th May 1835, we stated that we should have recommended the payment of every claim in full, rather than that the Honourable Company should continue at the expense of the investigation; but we observed that, by the very terms of the proposition, such a course was impossible, inasmuch as the claims in question were unspecified in amount. As to many of the class, however, though not as to all, the suggestion of the junior Commissioner at Madras is applicable; because as those "many" do claim at a given rate of monthly pay, though they state no aggregate as the amount due, it is easy to calculate a year's pay at that monthly rate, and to tender the same, with interest, from the date of the Commission to the date of payment, as a compromise, to such claimants. It is probable, also, that, as to the rest, who, stating neither the rate of their monthly pay, nor the amount of any aggregate as due to them, refer solely to the dufters for the result, a sufficient examination of those dufters has already been made by the Madras Commissioners to enable them to reduce all the claimants into schedules of different ascertained rates of monthly pay: and thus a mode of ascertaining the basis of a compromise may be found. But it is our duty, not more to the claimants than to the Honourable Company, to state explicitly our opinion that the terms of compromise to be offered must be such as will satisfy all the claimants; because, if less than the whole shall accept them, the machinery of the Tanjore Commission must, *pro tanto*, be maintained, in its full extent and expense, till, in the forcible illustration of the junior Commissioner at Madras, a guinea shall be spent in deciding that a shilling is due.

30. As, however, it is clear that no one who is not at this moment before the Commissioners at Madras as (either by due execution of the deed, or by fair implication, as already intimated in paragraphs 10-12 of this communication,) a party to that deed can be entitled to the benefit of its provisions, on the one hand, or to a compromise in lieu of them, on the other hand, the first point to be ascertained is, How many, and who, are the parties in such condition?

31. In our despatch of the 27th May 1835, we specially called the attention of the Madras Commissioners to the circumstances under which the great body of this class of persons had been admitted to be claimants or *quasi* claimants; whether by their own execution of the deed, or by the act of their agent and attorney, the late Mr. Edward Gordon, or otherwise.

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32. To this part of the subject they have not adverted; and it has in consequence become our duty, in a despatch bearing even date herewith, to direct the Board at Madras forthwith to prepare a list of all the said persons, specifying whether by themselves, by Mr. Edward Gordon, or by any one else, they have become parties to the Tanjore deed; or when, if otherwise, they by themselves, or by the said late Mr. Edward Gordon, or by his executor, Mr. Ouchterlony, or by any one else, tendered their claims respectively to the Madras Board; and further to state, whether there be any evidence that such claims had been delivered to the said agent before the 23d March 1830, the date limited by the Court for the reception of claims.

33. It may be that the Madras Commissioners had ascertained that Mr. Edward Gordon was not duly authorized to represent the claimants, for whom he professed to act; but it is certain that on the 9th July 1831 they reported to us, that, prior to the 23d March 1830, 417 claims of the class in question had been presented by the said Mr. Edward Gordon; and (whatever may be the fate of the 1,600 claims, now described in the marginal note of the second Commissioner at Madras to his minute as increased to "about 2,000,") the Commissioners in India uniformly treat the first division of this class as entitled at any rate to be considered claimants under the Tanjore deed.

34. We have directed the Commissioners at Madras to transmit to us a copy of such list so to be prepared by them; and we respectfully suggest to your Honourable Court to instruct your Indian Government to obtain from that Board another copy of such list; and to proceed forthwith in the manner adopted in the analogous case, under the Carnatic deed, to call upon the parties to come forward by themselves, or by their agents, and to accept the compromise, and to release in consequence the Tanjore deed. A certified copy of such release must be transmitted to us; and by general awards, as the lists are forwarded to us, we can release the deed. The distinction in this case, as compared with the case under the Carnatic deed, is, that whereas a new investigation, involving, as it has since appeared, a considerable delay and expense, was, in respect to the Carnatic petty claimants, thereby created, there will be no new or distinct machinery here required; but on the parties in India releasing the deed, on the Commissioners there transmitting such release, and on our receiving the same, the liabilities incurred by the Honourable Company, by having executed the Tanjore deed, will at once be extinguished.

35. The Commissioners at Madras advert to the larger and specified claims, which still remain for final reports there, for adjudication here, and for the consequent transmission by us and reception in India of the communications authorizing the accountant-general at Madras to issue bonds or certificates in the case of those claims which shall be favourably adjudicated. The second Commissioner refers to the middle of the year 1837 as the probable period of the final close. The junior Commissioner had, in his minute of the 27th August 1835, referred to the present month, of August 1836 as the probable period of such close, under the circumstances therein assumed. As, however, those circumstances have not occurred, and as at any rate none of the reports to which he refers have yet been received by us, we do not feel at liberty to give any assurance, or to hold out any expectation to your Honourable Court, as to the period when the Madras Commissioners shall make those replies and communications to us, which are essential to our conclusion of the labours entrusted to us. We can only repeat to your Honourable Court (without fear of contradiction on the part of any one acquainted with the circumstances of the case), that no delay in the progress of the Tanjore Commission has occurred for which the Tanjore Board in England is responsible.

We have, &c.

(signed) . *Thomas Cockburn,*
Robert Harry Inglis,
John Hurdis Ravenshaw.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
4 August 1836.

— 4 (a.) —

To *Thomas Cockburn*, Esq., *Sir Robert Harry Inglis*, Bart., and *John Hurdie Ravenshaw*, Esq., Commissioners in England for investigating the Tanjore Debts.

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Court of Directors.

Gentlemen,

WE have the honour to enclose a copy of a letter, dated the 14th December last,* with its enclosures, in relation to the probable period at which we expect to be able to terminate the business of this Board, and which was addressed by us to this Government for the information of the Governor-general in Council.

2. It is necessary to state to your Board, that we were required to furnish this information in consequence of an appeal through this Board to the Supreme Government, on the 14th September last, from our Mahratta translator, whose military pay and allowances have been stopped under the operation of a general order from the Honourable the Court of Directors, that no military officer should draw both civil and military pay; and further, he has been called upon to refund about 9,000 rupees.

3. Nearly six months having elapsed since this letter was forwarded by us, and no reply having been received from the Supreme Government, we have determined no longer to delay the transmission of these enclosures, and to communicate the decision of that authority whenever we may receive it.

We have, &c.
(signed) *H. J. Chippindall*,
Alexander Grant.

Office of Tanjore Commissioners, Madras, }
1 March 1836.

— 4 (b.) —

(No. 1798. Public Department.)

EXTRACT from the Minutes of Consultation under date 19 November 1835.

READ the following Letter from the Secretary to the Government of India:

Requesting to be informed, with reference to the amount of Major Crisp's salary as Mahratta translator, of the probable period when the business of the Tanjore Commission will be brought to a close, and what further time it will occupy the Government Commissioner to investigate and decide the Carnatic small claims, and whether there is still sufficient reason for the appointment of an additional Government Commissioner on a salary of 28,000 rupees per annum. Requesting a statement of the number of cases disposed of by these two officers within the last 12 months, and of the number remaining to be examined and decided. Here enter 21 Oct. 1835, No. 260.

Para. 1. Resolved, that the Tanjore Commissioners be required to report the probable period within which the Tanjore claims will be all adjudicated, and the business of the Commissioners in this country be brought to a termination.

2. Resolved, that the Government Commissioner for the adjudication of Carnatic small claims, and the additional Government Commissioner for the identification of claimants, be required to furnish a statement of the number of cases which they have respectively disposed of within the last 12 months, and the numbers remaining to be examined and decided.

(A true extract.)

(signed) *Robert Clerk*, Secretary to Government.

(A true copy.)

To the Tanjore Commissioners.

(signed) *H. J. Chippindall*.

— 4 (c.) —

(No. 17.)

To the Secretary to Government, Public Department, Fort St. George.

Sir,

WE have the honour to acknowledge the receipt of an extract from the Minutes of Consultation under date the 19th November last, and in compliance with the resolutions of Government, we proceed to submit the information required relative to the probable termination of the business of the Tanjore Commission in this country.

Differing, however, in opinion as to the best mode of disposing of the greater part of that business now remaining, we consider it advisable, in the absence of the senior Commissioner,

to

* *Memorandum*.—The receipt of this letter was acknowledged August 1, 1836. See IX. 10.

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to state the views which we have respectively taken separately, and in the form of minutes, by which we trust that the Government will be enabled to form some judgment of the course likely to be adopted by the Tanjore Commissioners in England, on whose decision the probable length of our labours will mainly depend.

Office of Tanjore Commissioners, }
14 December 1835. }

We have, &c.
(signed) H. J. Chippindall.
A. Grant.

(A true copy.)
(signed) H. J. Chippindall.

— 4 (d.) —

MINUTE by the Second Commissioner.

In order that the Supreme Government may be enabled to judge of the probable period at which it may be expected that this Board will arrive at the termination of its labours, it is necessary that I should state what claims remain to be disposed of. This will appear by the following statement:—

Four bonded claims, (the evidence on which has not yet been completed), to be reported to the Commissioners in England.

Three bonded claims, which have been reported to the Board, but the decision suspended for want of further evidence; in one of these, however, the bond, the endorsement on which is required to be proved, has not been transmitted to this Board by the Commissioners in England.

Five hundred and sixty-eight petty claims,* almost entirely from persons in the service of the late Ameer Sing when Rajah of Tanjore, for arrears of salary.

Of these, the bonded claims, in all probability, will be settled—that is, the awards received by this Board and the bonds issued by the accountant-general—by the middle of 1837; but the petty claims, and the claims for the arrears of pay, the latter stated to be from the commencement to the end of the reign of Ameer Sing, require the examination of, and extracting from, such an immense mass of defective and disarranged Mahratta records, consisting of from five to eight lac of leaves, that I fear to express any decided opinion as to the time when they may be expected to be brought to a close, lest I should mislead the Government.

The accompanying copy of a letter and its enclosure, addressed by this Board, under date the 12th of February 1827, to the Commissioners in England, and extract from their reply to the same, dated the 10th of August 1827, will acquaint the Supreme Government with the nature of these claims for arrears of pay, and likewise the orders by which this Board have been guided in admitting them, there being no provision in the Act of Parliament for claims the amount of which is not specified.

In strict conformity with the Tanjore deed and the Act of Parliament, every claim must be thoroughly investigated; but as this would require a very long period and involve an enormous expense, I hope to be able, in the course of a few months, when I shall have completed a set of about 20 claims, to submit, in conjunction with my colleagues, a proposition for a compromise, grounded upon the result of the investigation into these claims, which I trust will obtain the sanction of the Commissioners in England, and be approved of, as well by the Honourable the Court of Directors as by the creditors, but more especially the latter; for, so long as the Act of Parliament remains in force, they may refuse the proposed composition and insist upon the investigation; and there is every reason to believe that they will do so, unless convinced upon good grounds that they will be benefited by the terms which are offered.

I think it necessary here to state, that until after I had joined the Board these claims had not begun to be investigated, probably from the desire of the Commissioners to dispose of the heavy claims first; and that since the investigation was committed to me, feeling solicitous to unravel these complicated accounts, I have been unremitting in superintending the preparation of them.

I therefore cannot in justice to myself allow the remark of the third Commissioner, that the whole of our establishment has been actively employed for a year and a half in arranging and extracting from the dufters the accounts of about 20 only of the 600 claimants for arrears of pay, to pass without observation, the fact being otherwise. Shortly after taking charge of this appointment, finding that there was scarcely anything for me to do, I requested the senior Commissioner to give me some employment, and, in compliance with my request, he made over to me the investigation into the claims for arrears of pay.

Being entirely unacquainted with the nature of these claims, I directed the sherishtadar to prepare the accounts of six persons who were claimants to the largest amount of pay; but after waiting for several months, finding that no progress was made, and having in the meantime acquired some little knowledge of the business, I took the matter into my own immediate superintendence, with one or two of the amlah, first examining whether the claimants were actually in the service of the Rajah or not, occasionally directing the copying and

* In addition to these, about 2,000 claims have recently been preferred, and await the sanction of the Honourable Court for their admission or otherwise.

and translation of such papers as appeared to throw light upon, or were otherwise useful or necessary to the investigation, by degrees increasing the number of the persons employed in this duty as occasion required, but it was not until the middle of December last the full strength of the establishment was devoted to this irksome duty.

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The time which has been consumed in this first attempt to elucidate these claims cannot be considered as any criterion of what will be necessary for the completion of the same number at any future period, as the mootissuddees were almost wholly unacquainted with the contents of the dufters, and likewise with the mode in which the accounts relative to the payment of the servants of the Tanjore state were entered. Much time was also necessarily consumed in searching the records, to discover whether the claimants were in the service of the Rajah or not.

It has for a long time been my opinion, that if an offer of composition were made to the creditors, that it would not be equitable, either in respect to them or to the Honourable Company, to propose any that was not founded upon actual investigation; and it was partly with this view that I selected a certain class of servants of the state, consisting of 20 persons, some of whom were holding the highest offices, and others of those of an inferior grade, but all under the designation of Mohurier or Karkoon, and subject to the same general rules in respect to their pay. This opinion has been strengthened and confirmed as I have proceeded with the investigation, and the accompanying extract from a letter from the Board in England, under date the 27th of May last, while it sets forth the difficulties and discouraging nature of the inquiry, at the same time plainly indicates that no proposition which is not the result of a careful investigation will meet the countenance and support of that authority.

The third Commissioner, however, I regret to observe, entertains a different view of the case, being of opinion that, without reference to what may be found due to the individuals whose pay accounts are now being sifted and examined, it will be advisable, chiefly on account of the expense that will be incurred by the delay in their preparation, at once to propose as a composition the pay of one year to each person. I must do the third Commissioner the justice to say, that he showed me this proposition in August last, and that I objected to it then, as I do now, for the reasons above stated.

With respect to the expense contemplated as consequent upon the delay arising from the investigation of these 20 claims, I cannot perceive any reason to apprehend it, as the proposition will be submitted to the consideration of the Board in England long before they will have decided upon the bonded claims; and in regard to the amount proposed to be offered in composition of the demand on account of arrears of pay, I consider it would be premature to offer any remark.

I cannot conclude this without respectfully bringing to the notice of the Supreme Government, that it will not be possible for the Board to proceed in the discharge of their duty if deprived of the valuable and experienced services of their Mahratta translator.

Office of Tanjore Commissioners, }
14 December 1835.

(signed) *H. J. Chippindall*,
Second Tanjore Commissioner.

(A true copy.)
(signed) *H. J. Chippindall*.

— 4 (e.) —

To Sir *Benjamin Hobhouse*, Bart.; *Thomas Cockburn*, Esq., and Sir *Robert Harry Inglis*, Bart., Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

We have the honour to enclose copy of a letter and schedule of a claim presented to us by *Fareed Khan*.

This being the first instance of an unspecified claim for arrears of pay, and in which the claimant refers to the dufters of the Tanjore Durbar for the amount of arrears, and there being no provision in the deed of agreement for the reception or admission of such claims, we are compelled to request the instructions of your Board for our guidance in receiving or rejecting claims of this description.

It appears only necessary to state at present, that, in the event of these claims being received, we have not yet been furnished with any authentic household accounts of the Rajah *Ameer Sing*; nor are we informed of the existence of any regular accounts for the period of his reign, from which any satisfactory statements could be prepared of the arrears of pay and allowances due to his servants.

Office of Tanjore Commissioners, }
Madras, 12 February 1827.

We have, &c.
(signed) *F. Fauquier*,
F. W. Russell.

(A true copy.)
(signed) *H. J. Chippindall*.

VIII.
Correspondence
between Tanjore
Commissioners and
Court of Directors.

CLAIM of *Fareed Khan*, son of *Hoossain Khan*, Deewan, upon his late Highness
Ameer Sing, formerly Rajah of Tanjore.

Name of the Claimant.	Date of the Claim.	Amount of the Principal of the Claim in the Coin specified in the Account.	Amount of Interest at 4 per cent. per annum.	Aggregate Amount in the Coin specified in the Account.	Vouchers produced in support of the Claim.
Fareed Khan, son of Hoossain Khan the deewan.	unknown.				

Remarks.—A balance due to my late father, the Hoossain Khan, by the late Ameer Sing, Rajah of Tanjore, for the service rendered by him as deewan; monthly salary of 90 pagodas; the amount of arrears unknown, and the date of claim and amount of arrears should be learnt by the reference of Durbar dufters.

Madras, 1 February 1827.

(signed) *Fareed Khan.*

(A true copy.)

(signed) *H. J. Chippindall.*

MINUTE by the Junior Commissioner.

I HAVE read and considered attentively the minute of the second Commissioner, and still adhere to my opinion that the proposition which I submitted to the Board, in a memorandum, dated 27th August 1835 (of which I annex a copy), should be referred to the Home Board without any further delay.

When I first offered this suggestion to my colleagues, the senior Commissioner was unable, from illness, to give immediate attention to the subject, and the second Commissioner "declined to sanction any proposition of this nature, or to submit any other," until the accounts of a certain class (in number about 20) of the claimants for arrears of pay should be completed and reported on, which it was then supposed would occupy from three to four months.

That time has, however, passed, but the report on these 20 claims will not, I believe, be despatched in less than six months more, nor till a much later period, should any serious difficulties arise in making up the accounts, which, from the defective state of the dufters, we have such good reason to apprehend.

With all the deference, therefore, which I am inclined to yield to the judgment of my colleague, I feel that I should not perform my duty, if, when called upon by Government for my opinion of the probable duration of the business before us, I contented myself with stating the difficulties we have to contend with, without at the same time pointing out the only mode by which I can see a possibility of closing the Commission within a reasonable time.

I have been confirmed, too, in my opinion of the propriety of proposing that a compromise should at once be offered to the claimants for arrears of pay, by a letter lately received from the home Commissioners, the accompanying extract from which evinces that the idea of a compromise has also occurred to them, although they considered that the nature of the claims rendered such an adjustment of them impracticable.

But it appears to me that the suggestion I have made, of offering one year's pay to all these claimants; obviates the only difficulty in the way of a compromise highly advantageous to both parties; and I therefore purpose to forward my individual opinion to that effect to the Board at home by the first opportunity.

I see no good reason for delaying this proposal until the few petty claims now under investigation are reported, because, however perfect and satisfactory the accounts connected with them may prove, the time required to investigate the remainder in a similar manner would involve a monstrous expense, altogether disproportioned to the amount which could be awarded upon them.

I have indeed made a calculation, the result of which shows, that if all the claimants for arrears of pay had been in the service of Ameer Sing during the whole 12 years of his reign, and had never received any part of their pay, the amount due to them, with interest since 1798, would fall short of the expense of maintaining the Tanjore Commission for 10 years, the shortest time in which I think it could be closed, if these claims were fully investigated.

As regards the bonded claims, four of which only remain to be reported, I am not aware of anything that should prolong the investigation of them in this country beyond the end of next year; and I should consider it quite as preposterous to continue the Tanjore Commission a day longer than is necessary for their adjudication, as to pay a guinea for the investigation of a claim which could not possibly amount to a shilling. Had such an anomalous case been contemplated, I think it cannot be doubted that provision would have been

been made in drawing out the Tanjore deed for the exclusion of unspecified claims, which seem to me to have been admitted by the home Board, under a very liberal construction of the deed.

In conclusion, I would beg, with great deference, further to suggest, that the Supreme Government might, if satisfied of the great saving which would be effected by the course I propose, offer terms to the claimants for arrears of pay, without waiting for a reference to the home authorities, an answer to which would not, probably, be received in much less time than a year from this date.

Office of Tanjore Commissioners, }
14 December 1835.

(signed) *Alexander Grant.*

(A true copy.)

(signed) *H. J. Chippindall.*

— 4 (h.) —

MEMORANDUM.

THE whole of our establishment has been actively employed for a year and a half in arranging and extracting from the dufters the accounts of about 20 only of the 600 claimants for arrears of pay.* The translation of these extracts, it is supposed, will occupy at least three or four months more, and then only shall we be able to say whether or not there are data for making an award upon any one of them; and, whatever the result may be, whatever doubts we may have as to whether the accounts of the remaining 580 claimants are sufficiently perfect and continue to enable us to come to any satisfactory conclusion, I conceive that we should not be justified in rejecting a single claim, until we had satisfied ourselves of its merits by the same tedious process. This task, taking as a criterion the rate at which the investigation of these 20 claims has progressed, would not be completed in less than 50 years; but admitting that the native accountants, (on whom, by the way, we must entirely rely for the accuracy of the extracts,) from the increased facility which they may be supposed to acquire by a constant reference to the accounts, get through their work fivefold quicker than they have hitherto done, still they would not finish it under 10 years.† I would therefore propose, that, as almost all the bonded claims have now been disposed of, we recommend to the home Commissioners, that, with the sanction of the Court of Directors, a compromise be offered to the claimants for arrears of pay of one year's salary, which, with interest at four per cent., will not, according to the calculation I have made, amount to three lacs of rupees. Doubtless the greater part, if not all of them, will thus be overpaid; as, in the course of our investigation of the accounts, no one instance has appeared of a servant of the Rajah being at any time so much as a year in arrear; but when it is considered that the annual cost of keeping up the Tanjore Commission is about 30,000 L., none, I think, will question the advantage of closing it upon these terms.

If, without waiting for the translation of the extracts, this recommendation be now sent home, together with the reports upon the two or three bonded claims which remain, I see no reason why the Commission might not, be closed within a year from this date.

27 August 1835.

(signed) *Alexander Grant.*

(A true copy.)

(signed) *H. J. Chippindall.*

— 4 (i.) —

CALCULATION by the Third Commissioner; alluded to in his Minute.

Monthly Pay and Yearly Pay of those who receive per Mensem.

3,894 + 1,842 + 1,563 = 7,299 × 4 = 29,196, more than 30 chukrums.
843 + 633 + 563 = 2,044 × 5 = 10,220, above 10 and not more than 30.
240 + 208 + 208 = 656 × 6 = 3,936, above 5 and not more than 10.
191 + 180 + 120 = 491 × 8 = 3,928, under 5 chukrums.

47,280 Total yearly pay of 393.

claimants, according to their own statement, and calculated by the rates agreed to by the Taha of 1197. There are, besides, about 100 claimants on Mr. Gordon's list whose pay is not stated; but, from their designation, it appears that they were chiefly menial servants, whose monthly pay did not probably exceed five chukrums. There are also 67 claims for arrears of pay, exclusive of Mr. Gordon's list. Supposing therefore that these, together with the 100 on Mr. Gordon's list, whose rate of pay I have not yet ascertained, (in all 167,) average the same as the 393 above stated, the yearly pay of the whole of the claimants for arrears will amount to about 67,000 chukrums, or about 95,000 rupees, or with interest at four per cent. from the Rajah's deposition to this date, about 240,000 rupees. This amount I think, however, would be considerably diminished; as of course any of the claimants who may have been paid off with the Mahratta horsemen, as well as those who entered the service of Serfojee, and renounced all claim to arrears of pay from his predecessor, would be excluded from the compromise.

* Remarks by the Second Commissioner.—This is a mistake: 679 is the total number of the claims of every description.

† Remarks by the Second Commissioner.—I am not prepared to sanction any proposition of this nature, nor do I think we should be justified in submitting this or any other before the claims I have in hand, and which are nearly ready, are completed.

PAPERS RELATING TO THE

Taha of 1198.

VIII.
Correspondence
between Tanjore
Commissioners and
Court of Directors.

Those whose nominal monthly pay was more than 30 chukrums, } 4 months in the year.
received for only - - - - - }
Those whose pay did not exceed 30 chukrums - - - - - } 5 ditto ditto.
Ditto - - ditto - 10 ditto - - - - - } 6 ditto ditto.
Ditto - - ditto - 5 ditto - - - - - } 8 ditto ditto.

(signed) Alexander Grant.

(A true copy.)

(signed) Alexander Grant.

- 4 (k.) -

I.	II.	III.	IV.	I.	II.	III.	IV.	I.	II.	III.	IV.
360	30	7	5	104	20	6	3	126	12	10	6
60	30	10	5	100	30	10	3	100	30	8	5
60	20	8	5	189	30	6	3	126	20	10	5
240	30	10	4	154	20	10	3	63	15	10	5
200	30	10	3	80	15	10	3	63	15	10	5
70	30	6	3	50	20	8	3	126	20	10	5
50	20	6	3	50	16	6	3	60	30	10	5
90	30	6	3	50	30	6	4	63	15	10	5
90	12	6	4	80	30	6	4	126	30	10	5
320	30	9	3	80	20	6	4	100	15	6	5
200	30	9	4	40	30	10	4	126	15	6	2
200	30	8	3	60	15	10	3	126	30	10	2
120	15	8	3	32	30	6	5	126	30	10	2
100	30	10	5	72	30	7	3	66	12	10	2
110	20	10	3	40	20	6	3	50	20	10	2
180	20	10	3	50	20	8	2	66	30	7	2
100	20	10	4	43	12	6	3	50	15	8	2
100	20	10	3	35	15	8	3		15	10	2
33	12	10	5	45	15	8	4		30	10	2
300	21	8	2	40	15	6	3		15	6	2
50	15	8	4	40	15	7	3		20	8	2
80	21	8	3	42	30	6	3		20	10	2
80	30	8	3	50	30	7	3		20	9	2
435	20	6	3	50	30	6	3		20		2
70	30	9	3	50	20	7	3		30		2
31	30	10	5	40	25	10	5		20		2
80	30	10	5	50	25	10	5		13		2
85	30	10	3	126	25	6	5		11		5
	13		5				3				3
	11		3				2				3
	13		3				3				3
	13		3				4				5
	13		4				4				3
	15		5				4				3
	15		3				5				3
	15		3				4				2
	20		3				2				3
	18		3				3				3
	11		4				3				
			3				3				
			4				3				
			3				3				
			3				5				
			3				3				
			3				3				
			5				3				
			4				3				
			4				3				
			3				3				
			3				3				
			3				3				
			3				3				
			3				3				
3,894	843	240	191	1,842	633	208	180	1,563	568	208	120

— 4 (L.) —

LETTER from the Commissioners in England, dated 10th August 1827, to the Commissioners in India.

Gentlemen,

WE have the honour to acknowledge the receipt of your letter of the 12th February 1827, No. 2, enclosing copy of a letter and schedule of a claim for an unspecified amount presented to you by Fareed Khan, and requesting our instructions for your guidance, in receiving or rejecting the said claim, and others of a similar description, in which the parties, as under the Carnatic deed, may refer to the dufters of their alleged debtors for the amount and proof of their debts.

2. After a full consideration of the Tanjore deed of the 11th February 1824, and after a conference with the solicitor of the East India Company, by whom it was drawn, we are of opinion, in which he agrees with us, that there being no express provision in that deed for the exclusion of claims, the amount of which may not have been specified by the parties, it is incumbent upon the Commissioners in India, and in England, to receive and investigate the same.

3. The eighth article of the deed requires the Commissioners in India to proceed in the matter of claims in such manner as in the deed is mentioned as to the proceedings of the Commissioners in England. That manner is regulated by the fifth article; which article requires the Commissioners in England to call upon all such persons as have become parties to the deed to send in accounts of their claims. The first point, then, to be secured in every case is the execution of the deed; the second is the sending in accounts of every claim; the third is the advertisement of such claim; but the term "accounts" is very vague, and may be applied even to a statement so general as that of Fareed Khan, where nothing more than the scale of a monthly salary is mentioned as the foundation of a claim; and, at any rate, it would not be safe or servicable to refuse to allow a party (describing himself as a creditor and having executed the deed) to send in a schedule without specifying the amount of his claim; since, so long as reference to the dufters is allowed and required to check the accounts of claimants, any nominal sum might be inserted in a schedule, and any fictitious vouchers might be sent in with it to meet the form, subject to the result of the inquiry pointed out which is finally to guide your report on the amount due.

4. We therefore direct you to receive, advertise, and investigate all claims preferred before you by parties to the deed, whether they shall or shall not specify the amount of their claims, until, conformably to the ninth article of the Tanjore deed, notice shall have been duly given to you that after a stated period no person or persons shall be admitted to become party to that deed.

We have, &c.

(signed) *Benjamin Hobhouse.*
Thomas Cockburn.
Robert Harry Inglis.

— 4 (M.) —

Mem.—Para. 2 only of this letter was extracted by the Commissioners in India; the whole is here given.

To *F. Fauquier, Henry James Chippindall, and A. Grant, Esquires, Commissioners* appointed to act in India, for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore.

Gentlemen,

1. WE had the honour on the 19th instant to acknowledge the receipt of your report on the state of the claims for unspecified arrears of pay. We proceed to notice it.

2. We are perfectly aware of the long, laborious, often unsatisfactory, and sometimes almost hopeless investigation, which is confided to you. The bare enumeration of the extent of the packages of papers to be examined, consisting of from 540,000 to 810,000 leaves of account, is sufficient evidence of the nature of the work in which you are engaged. If the parties had specified any sums as the amount of their claims respectively, it might have been a question with us, whether, in justice to them, and with a view to the interests of the Honourable Company, it might not have been our duty to have recommended to the Court of Directors, at once and without any investigation, to offer to all the said parties a payment, either in full or with a given deduction upon all the sums claimed severally by the same. But from the very terms of the proposition this alternative is not open to us; the claims are unspecified in amount; and if the claimants shall be admitted to be parties to the deed, their rights, and the sum due to each, must of course be separately examined; and though the result may at the best be imperfect and unsatisfactory, still the creditors are entitled to the benefit of the investigation provided by the deed.

3. A preliminary question, however, remains to be examined, namely, whether the said claimants be, in any legal and regular form, parties to the Tanjore deed, either by themselves or their attorney. For many of them, (for all, indeed, from No. 181 to 598 inclusive,) it is understood that the late Mr. Edward Gordon was attorney; but in a list of signatures to the deed at Madras, which list was by you, in your letter dated 28th November 255.

November

VIII.
Correspondence
between Tanjore
Commissioners and
Court of Directors.

November 1831, (twenty months from the 23d March 1830, after which date, according to the orders of the Court, no party could be admitted to execute the deed,) transmitted to us, as containing the names of all those who, up to that time, had signed the deed at Madras, the names, with few exceptions of native claimants, do not appear; and certainly the name of Mr. Edward Gordon, as the attorney of this great class of claimants, or on their behalf, is equally wanting.

4. If this be so, the case, so far as the Commissioners in England or in India are concerned, may appear to be at an end, and the parties must be left to the consideration and the mercy of the Honourable Court; unless it be contended, either that it is not necessary, in order to prefer a claim under the Tanjore deed, that the party should execute the said deed, or that the signature of A. B., who has signed the deed as attorney of C. D., is sufficient to enable him to act as the attorney of E. F. also. But, in the first instance, we request a more direct account from you of the state and circumstances of the signatures to the deed, and of Mr. Edward Gordon's presentation of these claims, together with a copy of any letter with which he may have accompanied such presentation. It is true, that in your letter to this Board, dated 9th July 1831, you distinctly stated that the native claims (of the schedules of which you therein enclosed a list as so preferred by Mr. Edward Gordon, agent for the parties) were presented to you within the period limited for the presentation of claims; but you did not as distinctly state that the said Mr. Edward Gordon executed the deed on their behalf; nevertheless, it is clear that you are satisfied that they are in some way parties, not merely by the trouble which you have taken in the matter, but because in your paragraph 13 you expressly state, that they, in contradistinction to others, "have been admitted."

5. We may add a general remark, viz. that we have been compelled, by the necessity of the case, to assume always that you, on your responsibility, had satisfied yourselves that the parties whose claims you have investigated had duly executed in your presence the Tanjore deed. We assumed this, because it was your general duty to have thus satisfied yourselves; we assumed it, because in our original instructions, paragraph 8, we specially required you not to proceed to the consideration of any claim till the party had executed the deed; and we assumed it, because, in the nature of things, we could not, except through you, have any evidence of the fact. We implied, therefore, your satisfaction from your silence to the contrary, and from your continued prosecution of the inquiry; and, indeed, if it had not been for the circumstances which the question raised in the paragraph 13, last quoted, has now brought forward, we should not have felt a momentary doubt as to the fact, that every party whose claim you had investigated had, by himself or by attorney, duly executed the deed.

6. We proceed to notice the case of those "others" of the same general class, to whom you refer in the same paragraph 13. You state that, in addition to the former 417 claims for unspecified sums, you have "recently received from Mr. Ouchterlony, the executor of the late Mr. Edward Gordon, 1,600, chiefly for arrears of pay." You proceed to state, "these of course must be rejected, as having been preferred after the time notified in the Government Gazette; but as it is evident that these persons were not, indeed, we may say, could not be, aware of the existence of this order, no means having been taken for this purpose, except publishing it in English in the official Gazette, which they could neither have access to nor understand, we feel it to be our duty to recommend their case to the favourable consideration of your Board, and also to request that you will bring it to the notice of the Honourable Court of Directors of the East India Company."

7. Our first duty is to direct that you do forthwith report to us specifically all the circumstances under which you received the papers in question, with every date connected therewith, and that you do particularly state when you first became acquainted with the fact of the existence of this body of claimants; and, further, that you do endeavour to ascertain, with the least possible delay, the circumstances under which, and the dates at which, they were placed in the charge of the late Mr. Edward Gordon, transmitting copy of his letter laying the list of claims before you.

8. Our next duty is to recall your attention to our general instructions.

9. In the original instructions to your Board, dated 8th September 1824, for the general conduct of your proceedings, we stated to you in substance, that while the detail of your investigation must necessarily be left to your own discretion, there were some fundamental rules which we felt it necessary to include and specify. Among those rules, one was, that notice of every claim should be published without delay in the public papers in the native languages; another was, that an abstract of the objects of the Commission, of the Tanjore deed, and of the Act of Parliament, should in like manner be published in the public papers in the native languages. We trust that this was duly observed. We assumed at the time, and even now are willing to assume, that your Board duly caused to be published, if not in the Madras Gazette, in some other public paper; or, if not in any paper, yet in some other mode, which, in the judgment of your Board at the time, better met the object in view, the notification in question in the native languages. We request that you will be pleased to state to us the fact, and the mode of such publication.

10. We are led to intimate this desire by the painful surprise with which we read your observations, above quoted, on the necessary and involuntary ignorance in which certain parties had been placed by the non-publication in the native languages of the order requiring all parties to come forwards, within a given day, and to execute the deed. It is true that the letter of this Board, dated 3d July 1829, did not, *totidem verbis*, reiterate the general instructions

instructions, of the 8th September 1824, nor did we at any time indeed formally require you to publish such notification in any given newspaper; the letter and the spirit of our original instructions were, that you should, "in the public papers, with translations in the native languages" (that is, in some mode of advertisement, and in some languages known to all parties interested, the choice of the papers and of the languages being left to your Board), "call upon all persons who desire to avail themselves of the benefit of the proposed plan under the Tanjore deed to become parties to the said deed and deliver in their claims." If this were necessary when parties were for the first time invited to appear, without limitation of time, it was of course doubly necessary when they were to be warned that, if they did not appear within a given time, they would be excluded from all benefit under the deed.

11. From your report of the 31st December 1834, now before us, we learn for the first time that this has not been done. You do not appear to be aware of the duty of your Board in the matter at the time. You do not refer to the omission as any omission of duty on the part of your Board, even if no instructions had been issued from this Board. You do not refer to it as any neglect of those instructions; you do not refer to it as a matter of blame on the part of any one; but you content yourselves with stating the fact, and summarily requesting us to recommend the case of the parties to the notice of the Court of Directors.

12. Under these circumstances, we cannot, until we shall receive the answer required by the preceding paragraphs, do more than transmit to the Honourable Court of Directors a copy of your report of the 31st December 1834, and of this reply.

Office of Tanjore Commissioners,
Manchester Buildings, Westminster,
27 May 1835.

We have, &c.
(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

— 5. —

Gentlemen,

East India House, 6 October 1836.

THE Court of Directors of the East India Company having had under their consideration your letter, dated the 4th August last, with its enclosures, as to the further probable duration of the Tanjore Commission at Madras, have communicated their instructions upon that subject in a despatch to the Government of India, under date the 21st ultimo; of which I am commanded by the Court to transmit a copy for your information.

I have, &c.

(signed) *James C. Melvill,*
Secretary.

Thomas Cockburn, Esq.
Sir Robert Harry Inglis, Bart., and
John Hurdis Ravenshaw, Esq.

— 5 (a.) —

COPY LETTER, in the Public Department, to the Governor-General of India in Council;
dated 21 September 1836.

Para. 1. SINCE closing our despatch in this department of the 2d August 1836, which was erroneously addressed to the Governor of Fort William instead of to your Government, on the subject of the Tanjore Commission, we have received a communication from the Commissioners in this country, laying before us copy of a letter addressed to them by the Commissioners at Madras, under date the 1st March last, with its enclosures; among which enclosures we find copy of a letter addressed on the 14th December 1835 by Mr. Chippindall and Mr. Grant, the second and third Commissioners, to the secretary to the Government of Fort St. George, containing their separate minutes of that date, in which they respectively state, for the information of your Government, their views as to the further probable duration of the Commission.

2. From these documents, copies of which are enclosed, it appears that, under the most favourable circumstances, if such an investigation of each of the petty claims as is prescribed by the Tanjore deed take place, many years must yet elapse before the business of the Commission can be brought to a close.

3. We observe that the junior Commissioner (Mr. Grant) estimates the shortest further period which would be required for the investigation and settlement of these claims at 10 years. Of the correctness of this opinion we are unable to come to any conclusion, the

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more particularly as in consequence of the alleged insufficiency of the notice given in India of the time allowed to claimants to come forward, to which we called your attention in our despatch before mentioned, the numerical extent of the claims cannot be satisfactorily ascertained. But whatever may be the number of claims, it is probable that a small amount will be found due to the parties. Looking therefore to the protracted and very heavy expense which the present system necessarily entails on the Indian revenues, and to the almost indefinite delay to which it subjects the claimants, the Commissioners in this country, adopting the view taken in Mr. Grant's minute of the 27th August 1835, and again submitted in his minute of the 14th December last, have suggested that it would be for the interest of the Company, as well as of the other parties to the deed, to come to a compromise, which might relieve the Tanjore Commissioners from the duty of deciding on any one of the claims; and have proposed that 12 months' pay, with interest at four per cent. from the date of the Commission to the date of payment, be tendered to such of the claimants as specify a given rate of monthly pay, although they do not state the aggregate amount of their claim; and that the same tender be made to those who state neither the monthly rate nor the aggregate amount, but refer to the dufters; an examination of which records, it is observed, would enable the Madras Commissioners to reduce all the claims into schedules of different ascertained rates of monthly pay.

4. Upon full consideration of the subject, it appears to us that it would be desirable to adopt the course suggested by the Commissioners, and that the terms proposed would be likely to satisfy the claimants. We are confirmed in this opinion by the fact stated in Mr. Grant's minute of the 27th August 1835, that in the course of the investigation, as far as it had then gone, no one instance had appeared of the wages of a servant of the Rajah of Tanjore being so much as a year in arrear; and although we may in many cases issue to individuals more than is justly due to them, we look upon the amount of this probable sacrifice as comparatively of little moment, when the serious evil of maintaining the existing establishment is considered.

5. We wish it, however, to be understood, that, by this compromise, we do not intend to sanction the indiscriminate admission of all claims, as a reference to the dufters will enable the Commissioners to judge of the probability, or otherwise, of the claims being well founded.

6. Should the result of the inquiry, which, in our despatch of the 2d August, we directed you to make into the state of the business before the Tanjore Commissioners, induce a concurrence in the view we have now taken of the subject, we authorize you to issue to the Madras Commissioners the requisite instructions for effecting the desired compromise.

7. We have been informed by the London Commissioners that they have required the Commissioners at Madras to prepare and transmit a list of all the petty claimants, specifying whether by themselves, by Mr. Edward Gordon, by Mr. Ouchterlony, or by any one else, they tendered their claims respectively to the Madras Board, and whether there be any evidence that such claims were delivered to the said agents before the 23d March 1830. We direct that you obtain from the Madras Commissioners a copy of the list so to be prepared, and that you instruct the Madras Government to proceed forthwith in the manner adopted in the analagous case under the Carnatic deed, to call upon the parties to come forward by themselves or by their agents, and to accept the compromise and release the Tanjore deed. When the petty claimants shall thus release the deed, and the Madras Commissioners shall transmit such release to the London Commissioners, the latter will, by general awards, release the Company from their liabilities under the deed, as the lists are forwarded:

— 6. —

Gentlemen,

East India House, 20 October 1836.

I AM commanded by the Court of Directors of the East India Company to forward, for your information, copy of the Court's despatch to the Bengal Government of the 2d August 1836, on the subject of the Tanjore Commission, which is alluded to in the despatch addressed by them to the Government of India on the 21st ultimo, of which a copy was transmitted with Mr. Melvill's letter of the 6th instant.

I have, &c.

(signed)

J. D. Dickinson,
Deputy Secretary.

Thomas Cockburn, Esq.,
Sir Robert Harry Inglis, Bart., M. P., and
John H. Ravenshaw, Esq.

— 6 (a.) —

Public Department. No. 44, of 1836.

Our Governor of the Presidency of Fort William in Bengal,

Para. 1. WE have received from the Tanjore Commissioners in this country copy of a correspondence which has taken place between them and the Commissioners at Madras, and of which we deem it important to place you in possession, in order that the authority wherewith you are invested by the deed over the latter functionaries may be exerted to prevent, as far as possible, any delay in the progress and close of the Commission.

2. Much time is no doubt necessarily occupied in the examination of the voluminous records and accounts of the palace of Tanjore, which is preliminary to a decision of the numerous claims for arrears of pay; but this time must obviously be much prolonged by the circumstance mentioned by the senior Commissioner, of these records being in a language and character with which the Commissioners are not conversant, and of every extract made for the purpose of information having to be translated into English for them.

3. Another subject which is adverted to in this correspondence, is that of fresh claims having been recently brought forward at Madras, which, as the Commissioners correctly state, cannot be received, in consequence of the period limited for the appearance of parties as subscribers to the Tanjore deed having long since expired. No ground of complaint can exist in regard to the time allowed for claimants to come forward, which was most ample, but a question is also raised whether proper notice was given in India to persons interested; and if this should be ascertained not to have been done, it will only furnish proof of extreme neglect and inattention on the part of the Commissioners at Madras. Knowing from the experience we have had with respect to the Carnatic petty claims the multiplied evils and abuses to which, especially in a country like India, an indefinite permission to prefer pecuniary claims is sure to give rise, we shall not be willing to extend any further indulgence to parties who did not come into the Tanjore deed when called upon to do so, unless the clearest evidence should be produced that a proper public notice of the limitation of time was not given.

4. We shall leave it with you to make a full inquiry into the present state of the business before the Tanjore Commissioners, and to accelerate its termination by every means within your power. Of the result of your proceedings on this subject we shall expect to be advised.

London, 2 August 1836.

We are, &c.

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Commissioners and
Court of Directors.

Date of the Tanjore
deed, 11 Feb. 1824.
Period after which
parties were not
allowed to subscribe,
23 March 1830.

— 7. —

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

WE have this day received through Mr. Secretary Melvill a despatch from Mr. Chippindall and Mr. Grant, surviving members of the Tanjore Board at Madras, dated the 10th September 1836, and enclosing copy of a minute of the Governor in Council of Fort St. George, by which the duty of Government Commissioner, vacant by the death of Mr. Fauquier, (an event which has not been announced to us,) had been imposed upon them.

IX. F. 1. of these
papers.

We have the honour to transmit a copy of the said despatch and its enclosure, for the information of your Honourable Court.

Under these circumstances, we owe it alike to the interests of the Honourable Company and of the creditors under the Tanjore deed, and, we may add, to our own characters also, to lose no opportunity of reiterating the general principle, that it is a bad economy of time, and eventually of money also, to impose upon your servants in India, whom you have entrusted with the investigation of the Tanjore claims, any duty which can delay the final close of the Tanjore Commission in England and in India. Your Honourable Court will perceive that any labour which may withdraw the Board at Madras from those inquiries, which alone and exclusively form the subject of reference to us here, and of final adjudication by us, must, in that proportion, render necessary the existence of this Board and its machinery; and it is due to you, and to ourselves, to lay before you, with the greatest respect, and without a day's delay, the importance of this consideration.

We have, &c.

(signed)

Thomas Cockburn.
Robert Harry Inglis.
John Hurdie Ravenshaw.

Office of the Commissioners
for investigating the Debts of the late Ameer Sing,
formerly Rajah of Tanjore,
20 January 1837.

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between Tanjore
Commissioners and
Court of Directors.

To the Honourable the Court of Directors of the East India Company.*

Honourable Sirs,

1. We have the honour to transmit to you, for your information, a copy of a despatch addressed to us by the Tanjore Commissioners at Madras forwarding their separate minutes of 13th, 15th, and 16th August 1836, consequent upon their receipt of the orders issued to them by your Governor-general of India in Council relative to an offer of a compromise to the petty claimants; such compromise having in view the more speedy close of the Tanjore Commission.
2. It is scarcely requisite to observe, that these orders and minutes were issued, and passed, prior to the receipt by your Governor-general of India in Council of your Honourable Court's despatches of the 2d August 1836, and 21st September 1836.
3. We have to request, that if your Honourable Court shall have received any despatch from your Governor-general of India, or from your Governor in Council of Fort St. George, on the subject of the compromise to be offered to the petty claimants, we may be favoured with a copy thereof.
4. We have also the honour to lay before your Honourable Court a copy of a despatch, dated 6th September 1836, from the Commissioners at Madras, in reply to our letter of the 27th May 1835, of which said letter a copy was transmitted to your Honourable Court by us on the 5th June 1835.
5. Having in our letter to your Honourable Court of the 4th August 1836 stated fully our sentiments on the expediency of a compromise, and the Honourable Court's said despatch of the 21st September 1836 having had reference to our said letter, the only observation which appears to us necessary to offer here is, that we retain our opinion, that, in order to insure the early termination of the Commission, the offer of compromise must be made unconditionally to all.
6. Without referring in detail to the embarrassments of the Commission at Madras, caused by the long illness, and consequent absence, and lastly, death of Mr. F. Fauquier, and without dwelling on those which arise from the difference of opinion between the surviving members, we feel it to be our duty to call your special attention to the able and conclusive minutes of Mr. A. Grant, the third Commissioner at Madras. We have given full consideration to the minutes of Mr. H. J. Chippindall, the second Commissioner; but it appears to us that he has fallen into the error pointed out by the third Commissioner, of confounding investigation and compromise. Rules, expedient and necessary in an investigation, are, by the very terms of the proposition, inapplicable in a case of compromise.
7. On the general principle, we must observe, that if any investigation at all be made, (and some investigation of the probability of a claim being good seems to be required by paragraph 5 of your Honourable Court's despatch of the 21st September 1836,) a door will be opened, through which delay must enter. The only mode by which delay can be prevented is by adopting, as to parties and principle of compromise, the suggestions submitted by us to your Honourable Court, in paragraph 29 of our letter of the 4th August 1836; viz. (1) that the terms of the compromise shall satisfy all the parties who are claimants; because, if less than the whole shall accept them, the machinery of the Tanjore Commission must, *pro tanto*, be maintained; and (2), as suggested by the third Commissioner at Madras, and enforced by us in paragraph 28 of our said despatch, that pay, for a whole year of twelve months, with interest from the date of the deed, or from the 30th April 1823, be offered to all the said parties.
8. Thus far we have assumed, as all our previous communications to your Honourable Court have assumed, that the great mass of the petty claimants have,

* Enclosures.—Copy despatch from the Commissioners in India, under date 23 August 1836, (No. 5) with five enclosures; and copy despatch from the Commissioners in India, under date 6 September 1836, with five enclosures.

have, either by themselves or by their attorney, duly executed the Tanjore deed.

9. Of the existence of four-fifths of such claimants (we take round numbers for the sake of convenient illustration) we were never informed till the receipt of that despatch from the Tanjore Commissioners at Madras, which we acknowledged by our said letter of the 27th May 1835. Of the fact, that the remaining fifth had not executed the deed, we were never informed till the receipt of the despatch from the Tanjore Commissioners, of which we have herewith the honour, as noticed in paragraph 1, to transmit a copy to your Honourable Court.

10. The facts of the case are summarily these :

11. The first class of petty claimants consists of those whose claims were distinctly tendered to the Commissioners in India on or before the 23d March 1830 (the date limited by your Honourable Court for the reception of claims, to which point we shall have occasion to advert in a subsequent part of this letter). This class may be subdivided as follows; viz.

(1.) Fifty, whose names and claims have been as regularly and formally advertised and recorded in the Madras Gazette, the London Gazette, and in our Reports to Parliament, as any Europeans who have ever submitted themselves to the decision of the Board; though, by the lists transmitted to us, it would appear that no more than 17* have executed the deed. It may be observed, however, that we have reason to think that many have signed whose names have not been reported to us.

(2.) Nineteen, whose claims were received by the Commissioners in India prior to the 23d March 1830, but were not published by them in the Madras Gazette, but were transmitted with those represented by the late Mr. E. Gordon.

(3.) Four hundred and eighteen, represented by the late Mr. E. Gordon. Before the 23d March 1830 Mr. E. Gordon tendered these claims to the Tanjore Commissioners at Madras, and offered to execute the deed on their behalf. It appears by the papers herewith forwarded to your Honourable Court† that Mr. E. Gordon was not allowed by the late senior Commissioner to sign the deed. If the execution of the deed prior to the 23d March 1830 were necessary to bring a party before the tribunal which that deed created, it is clear, in law and in equity, that a tender to execute, rejected by the party who had the deed in his possession, is sufficient to save him from any disabilities thereby created, and practically to constitute his right to be heard as a claimant. But, in fact, there never has been in England, or in India, any such limitation of time as to the execution of the deed; nor could there be, in the nature of things, so long as the Commission itself exists.

12. This will be obvious to your Honourable Court by a single illustration. A claim is formally preferred, and the deed is executed by *A. B.* within the time specified. He holds a bond of the late Rajah of Tanjore, and appears, *primâ facie*, entitled to its amount. Upon investigation, it is made judicially evident that the right is in *C. D.*, who is a minor, or a foreigner, entirely ignorant of the whole transaction. It would be obviously inconsistent with every principle of justice, and every form of judicial proceedings, to pay the amount to a wrong person, who has submitted himself to our decision, in the faith that he will pay it over to the right one, who has not so submitted himself. And in order, therefore, to satisfy the equity of the case, and to fulfil the requirements of the deed, which imposes upon us the obligation of not deciding absolutely on any claim until all the parties interested therein shall, by themselves or by their agents, have duly executed the said deed, and in order thereby finally to relieve the Honourable Company from any future demand on the part of any party, we have been obliged to call upon the said *C. D.* to come forwards and execute the deed. The meaning of your Honourable Court was clearly, that no new claim should be admitted after the 23d March 1830; not that no fresh signature in respect to an old claim should be affixed to the deed after that date.

13. In

* The number (17) and the supposition following may be erroneous. The second Commissioner, in para. 5 of his second minute, (1836,) refers to 9 as the number.

† From the Commissioners at Madras, 6 September 1836, paras. 6, 7.

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13. In fact, however, the Tanjore deed has not reserved to your Honourable Court the power of limiting the time for the reception of claims, but has vested in you no more than the barren power of declaring, that, after a given time, to be fixed by yourselves, no one should be admitted to execute the deed, "or to receive the benefit and advantage thereof," a restriction, which, if taken literally in its full extent, would prevent any one from receiving, after such date, any certificate under our awards. The particular power given to you under the deed you have not exerted; because, though we specially called your attention to the words of the deed, whereby you were to fix the time, after which no one should be permitted to execute the same, your Honourable Court, wisely judging that such a limitation was impossible, or, at least, was unjust, alike to the Honourable Company and to the claimants, assumed that the power reserved to you of limiting the date of executing the deed was equivalent to a power of limiting the production of new claims; and you accordingly instructed us, in para. 2 of your despatch of the 2d July 1829, to receive no new claims after three months from that date, and to convey to the Tanjore Board at Madras a similar instruction, namely, that no new claims whatever were to be received after the expiration of three months from the publication of such notice.

14. Your Honourable Court will see, that, if a very strict inquiry be applied to the case, you have exerted a power not given to you by the Tanjore deed, and have not exerted the power which was specially therein reserved to you; and that, while there is no limitation of time prescribed by the deed for the reception of claims, you have not prescribed any limitation of time for the execution of that deed.

15. The first inference which we desire to draw from this statement is, that as by the new state of things, disclosed to us in the last despatch from the Tanjore Commissioners at Madras, it appears that the aggregate number in the three divisions of the first class of petty claimants, (already noticed in para. 11 of this letter,) in number about 470, were not permitted to execute the deed before the 23d March 1830, such non-execution does not, in respect to them, diminish their right to be considered parties under the deed, whether in regard to the execution thereof, or to the date of claim.

16. The second inference is, that as the remaining parties (in number originally stated at 1,600, and since at 2,270), who, through Mr. J. Ouchterlony, have tendered claims since the 23d March 1830 are not estopped by any clause in the deed, requiring them to have preferred such claims before that or before any other date, they cannot be estopped by any order prohibiting them from preferring such claims, unless the power of issuing such order be reserved to your Honourable Court, or to any other body, by any authority under the said deed.

17. If it be said that this is a purely technical objection, we might reply, that it is employed only to support essential justice; since, even if your Honourable Court had promulgated such an order as the deed empowers you to promulgate, namely, one limiting the time for the execution of the deed, it is quite clear that it ought to have been promulgated, not only on the spot where the parties interested might be found, but also in a language which they could understand. If it were otherwise, an order affixed in your own court-rooms, or an order in Spanish, might be held to bar the rights of claimants, natives of India, residing in Tanjore, or in any other part of the East.

18. It is clear that the order was not published except at Madras, and in English, and in one paper, the Government Gazette. We have already adverted so fully to this circumstance in our letter of the 4th August 1836, as well as in the preceding paragraphs, that we need not trouble your Honourable Court with any further reasoning thereon. But as the Commissioners at Madras have assumed, that, in so publishing it, they obeyed our orders, which had not specifically required them to translate the notice, it is due to ourselves to recal your attention to our general instructions to the Board at Madras of the 8th September 1824,* whereby, while they were left to their own discretion in many matters,

No. VIII. 4. of this series.

* Communicated to your Honourable Court, 13 August 1824, for your approval previously to being sent out; presented, by order, to the House of Commons, 4 September 1835; ordered to be printed same day. [No. 597.]

matters, and were informed that, as to particular claims, they should receive particular instructions from this Board, they were distinctly directed to publish, with translations in the native languages, not only an abstract of the deed, but also notice calling upon all persons to come forwards and execute it. We did not specify either the native languages, or the papers in which these notices should appear. We never professed to have, and could not be expected to have, any information which could entitle us to direct the Board at Madras in such matters. We left the choice to their own discretion; and, in like manner, when we called upon them to publish "a similar notice" to that which, in obedience to your instructions, we had published in England, we did not mean that they should publish the same notice, *totidem verbis*, in English only, but that, according to the spirit of our General Instructions, and the direct precedent therein prescribed, they should make the notice in question as extensively known as the former notices, and as extensively, indeed, as the justice of the case required. This the then Board at Madras neglected to do; and the Board which five years afterwards was sitting at Madras, on the 31st December 1834, then for the first time acquainted us with the omission, and requested us to bring the case before the favourable notice of your Honourable Court. This we did in our letter of the 5th June 1835.

19. It appears from the papers now submitted to your Honourable Court, that the objection in question was brought before the Tanjore Commissioners at Madras so early as the spring of 1834. But whether brought forward early or late, in India or in England, the objection is founded in moral justice; and a *bond fide* creditor, native of India, residing at Tanjore, for instance, ought not to be debarred from his right of investigation under the deed, merely because a notice was published in English at Madras, requiring him to come forward with his claim before a given day or not at all.

20. With these views, we hold that, legally, the first class of petty claimants are parties to the Tanjore deed; and that, equitably, the second class ought not to be deprived of the benefits of it, and ought, if they desired it, to be permitted now to execute it.

21. To all parties, legally or constructively, claimants under the deed, the offer of a compromise must, in order to be effectual, be universal and unconditional; and the benefit of the deed must be renounced by all, and the deed itself released by all, the only investigation to be required being the establishment of the identity of the party accepting the compromise and releasing the deed with the party who had claimed under it: an investigation which, as suggested by the third Commissioner at Madras, can best be carried on by your resident at Tanjore. Successive schedules, containing the names of parties so withdrawn from the deed, must thereupon be transmitted to us, and we shall forthwith proceed to award against them.

22. This, though considerably shortening the duration of the Commission in England, necessarily continues it till the last release shall be obtained.

23. We think it to be our duty therefore to submit to your Honourable Court a suggestion founded upon the new state of things recently developed to us.

24. Your object is to liberate the Honourable Company from the burthen of the expenses of the Tanjore Commission. In that object we can confidently appeal to our own conduct to show that we have zealously co-operated with your Honourable Court, by urging the adoption of measures which might shorten its duration. The only limitation which we have imposed upon ourselves, or now impose in this co-operation, has been, and is, our sense of justice to the creditors.

25. With these feelings and principles, we proceed to state a new suggestion to your Honourable Court, without prejudice to the rights of any party.

26. We submit to you accordingly the expediency of considering that all the petty claimants, excepting those who have actually executed the Tanjore deed, in number about 17, and who must as formally release it, are a new and distinct body of creditors, and are not, and need not be, parties to the Tanjore deed; and that to all such (schedules of their names and rates of pay being made out by the Tanjore Commissioners at Madras, or, where the rate of the pay of the individual cannot be ascertained, the average rate of his class being substituted,) a year's pay, with interest from the date of the deed, or from the 30th April

See para. 11 and
note.

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1823, be tendered; the same terms to be offered to those who in law, as well as *bonâ fide*, are parties to the deed. These last will of course immediately release the deed, and we shall award against them.

27. The rights of all will in this way be alike secured. The question of sufficiency of notice, as to time, language, or terms, will be rendered unnecessary; and so far as this Commission in England is concerned, the expense of its continuance will, by the adoption of this plan, probably be soon saved to the Honourable Company.

28. Your Honourable Court will see that it is stated by the third Commissioner at Madras, in his memorandum of the 27th August 1835, accompanying his minute of the 14th December 1835, of which documents we had the honour to transmit copies to your Honourable Court on the 4th August 1836, that the investigation of 20 petty claims had occupied the whole of their establishment for a year and a half;* and though this is denied by the second Commissioner, in paragraph 9 of minute of 14th December 1835, (of which we transmitted a copy at the same time,) yet he admits, by paragraph 10 of that minute, that the full strength of their establishment was thus devoted from the middle of the preceding December 1834, (*i. e.* for a whole year,) and it is obvious that a considerable time must be occupied by investigating each case under the deed; and that even that qualified investigation which is directed by your Honourable Court, (namely, to ascertain the probability of a claim being good previous to the compromise being offered to the claimant,) must occupy more time than the money to be saved is worth, independently of the danger of the claimant rejecting the compromise after all, and requiring a re-investigation under the Tanjore deed.

29. Your Honourable Court will, however, be pleased distinctly to understand, that, unless you shall be willing to recognise the equitable right of all the petty claimants to be included under a compromise to be offered to them as strangers out of the circle of the Tanjore deed, we must, as urged in our letter to your Honourable Court of the 4th August 1836, continue to consider them as equitably within that circle, one-fifth of them being legally parties to it, by the tender of their attorney to execute it, and the remaining number not having been sufficiently excluded from the right of executing it.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Commissioners
for investigating the Debts of the late Ameer Sing,
formerly Rajah of Tanjore,
3 February 1837.

— 8 (a.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq., Commissioners in England for investigating the Tanjore Debts.*†

Gentlemen,

We have the honour to forward, for your information, copies of our letter to the Madras Government of the 17th instant, and of our respective minutes on the orders of the Supreme Government, under date the 8th of June, and the resolutions of the Madras Government of the 7th ultimo, directing the tender of one year's pay to be made to the claimants for arrears of pay.

We have, &c.

(signed) *H. J. Chippindall.*
Alexander Grant.

Office of Tanjore Commissioners, }
Madras, 23 August 1836. }

* In a marginal note on the minute (15 August 1836) of the junior Commissioner, added, we presume, by himself, are these words, in reference to 15 claims mentioned in the text: "The inquiry into these 15 claims has occupied a considerable portion of our establishment for a period of more than two years."

† Enclosures.—No. 1. Copy of a letter to Government, dated - 17th August 1836.
2. Minute by the second Commissioner, - 13th ditto.
3. Minute by the junior Commissioner - 15th ditto.
4. Second minute by the second Commissioner, 16th ditto.
5. Ditto ditto by junior Commissioner, - 16th ditto.

— 8 (b.) —

(No. 30.)

To H. Chamier, Esq., Chief Secretary to Government, Fort St. George.

Sir,

A DIFFERENCE of opinion having arisen between us upon some very material points relating to the compromise which we have been instructed by Government to offer to the claimants for arrears of pay, of unspecified amount, we have the honour to submit, for the information of the Right Honourable the Governor in Council, our individual opinions in the form of minutes,* and to request the decision of Government upon the subject.

We shall hereafter have the honour of addressing Government upon some other points alluded to in the letter from the Supreme Government, which we think it necessary to notice.

We have, &c.

(signed) H. J. Chippindall.
Alexander Grant.Office of Tanjore Commissioners, }
17 August 1836.(A true copy.)
(signed) Alexander Grant.

— 8 (c.) —

MINUTE by the Second Commissioner.

THE Governor-general in Council having been pleased, by an order, dated the 8th of June last, to direct that a conditional offer of one year's pay, in full acquittance of all demands, shall be made to certain persons, servants of the late Ameer Sing, formerly Rajah of Tanjore, who have preferred their claims on account of arrears of salary, alleged to be due to them by the Rajah at the time of his deposition, I feel it incumbent on me to submit, for the consideration of Government, the accompanying translate of an original document, discovered by me when examining the Tanjore papers in the phudposee dufter, No. 3 of 1198, the last year of the late Ameer Sing's reign, and of the existence of which the Government were not aware at the time of issuing the order above alluded to.

Vide paras. 7 & 12.

2. This document contains two statements; the first, drawn up by the Rajah's accountants, exhibits the amount paid to the mokassa or military department, both on account of the salaries of that year (1198) and of the balances of the year preceding. It then shows in what manner the whole had been discharged, states the amount of pay for 1198, the payments on account of the same, and that an over-payment had been made of chukrums 2,295. 9. 7 ½., besides a gratuity of chukrums 1,200.

3. The second is a memorandum prepared by the Killadar Ramchunda Rao Gaude, showing a balance in his favour of chukrums 5,941. 2. 10, on account of the arrears of 1197, and of discharges in the year 1198;† but from this sum should be deducted the payments in full of all arrears made to the Mahratta troops who were under his command, amounting to chukrums 2,755, by the resident at Tanjore, under the orders of this Government in 1799.

4. The details of these accounts cannot be found in the dufters; but these general statements are sufficient, in my opinion, to show that all the claimants belonging to this department (which, according to the muster-rolls, includes the greater portion of the persons of the highest rank and pay) ought to be excluded from the benefit of the Government proposition.

5. Should the Government be pleased to view the case in this light, it will not only reduce the number of the claimants in a very considerable degree, but will also effect a saving to the Government of more than 1,10,000 rupees.‡

6. In the event of the proposition of the Government being acceded to by the claimants, I conclude we are not to deviate from the deed of covenants and the Act of Parliament, by directing the payment of any sums the original of which shall exceed 1,000 rupees, no instructions to that effect being contained in the Government letter to this Board, as the settlement of the claims by composition, instead of by investigation, does not, I think, alter or remove the restriction contained therein.

Vide 8th article.

7. The

- * Enclosures.—No. 1. Minute by the second Commissioner, dated 13th August 1836,
2. Ditto by junior Commissioner, - dated 15th ditto.
3. Second minute by the second Commissioner, 16th ditto.
4. Ditto ditto by junior Commissioner - 16th ditto.

† The chief, Sutwajee Inglay, and three of his followers, have nevertheless preferred their claims before this Board for arrears of pay, as likewise has another follower, who in 1799 was found to have been overpaid.

‡ In the late Mr. Gordon's list of claimants, the pay of 141 amounts to 7,287 chukrums per mensem, but allowing liberally for errors of over-statement and renunciation of claim, I calculate at the rate of chukrums 6,500, at the taha of four months, or 26,000 per annum, and interest at four per centum, according to the deed.

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7. The delay consequent upon a reference to the home Commissioners may be obviated by our transmitting a certified list of the amount due to each individual, accompanying it with a copy of the agreement of the party to the compromise:

8. Under these and other considerations arising from the investigation of the accounts, I would suggest that, until the pleasure of Government be known, the following persons be excluded from the benefit of the arrangement:

1st. All servants of the Tanjore state in the mokassa or military department.

2d. All persons whose names shall not be found in the lists of servants employed by the late Ameer Sing during the last three years of his reign, or who may have resigned or been discharged during that period, and that in no case shall the *ipse dixit* statement of pay and of having been in the service of the Rajah be admitted, unless confirmed by the records.

3d. All persons, servants of the late Ameer Sing, who, upon taking service under Sirfojee, his successor, executed a deed, resigning every claim upon the Tanjore state, whether for pay or presents, &c., from the date of entering the service of Ameer Sing to that of his deposition.

4th. The Mahrattah horsemen, whose arrears of pay were discharged by the Tanjore resident in 1799.

5th. The following fifteen persons, whose pay accounts have been extracted from the dufters, six of whom have been over-paid, and the remaining nine have to receive, according to the taha, from 27 days to 2 years and 18 days.

Hoozoor Mohurrier Rajastree Sevajee
Sumbhajee Pundit.
Germajee Ramajee.
Ramajee Rajo.
Babajee Ramajee.
Visvanatha Sunkarajee.
Ramajee Kirstna.
Jeevun Row Seevajee.
Trimbuk Sumbhajee.

Sumbhajee Trimbuk.
Cawsee Boye, Ramajee Chellumbur's
wife.
Govind Kirstna.
Annajee Appajee.
Soobajee Ramajee.
Bhavaneerow Seevajee.
Soobajee Sashoo.

6th. All persons agreeing to this compromise shall be paid according to the taha or fixed rate of pay of the last year of the late Ameer Sing's reign, or of their service.

9. It may be objected that the examination of the lists for this purpose will create some delay, but I am informed by the Mahrattah mootissuddees that it will not exceed one month; and it should be borne in mind, that Mr. Ouchterlony, the agent for 499 claims preferred by the late Mr. E. Gordon, has been obliged to refer to his clients for a fresh power of attorney, to enable him, should they deem it advisable, to accept on their behalf the liberal offer of Government, and the signatures of so many persons, residing in different parts of the country, must unavoidably occupy much time, during which the examination will be completed.

13 August 1836.

(signed) *H. J. Chippindall,*
Second Tanjore Commissioner.

(A true copy.)

(signed) *Alexander Grant.*

— 8 (d.) —

MINUTE by the Junior Commissioner.

1. It is with great regret I find that the second Commissioner objects to give immediate effect to the direct and positive instructions of the Governor-general to offer at once a compromise to the claimants for arrears of pay.

2. I regret this the more, because the objections urged by the second Commissioner (which I have in vain endeavoured to combat) to this very desirable arrangement are so numerous, that I see no hope of being able to effect it without an appeal to Government, which I could have wished to avoid.

3. But as these objections, if admitted, will involve us in preliminary investigations, and references to the voluminous and unsatisfactory Mahratta accounts so often before alluded to, as well as to the home authorities, I should ill perform my duty if I did not at once protest against the course he seems inclined to follow, which, in my judgment, is calculated to defeat altogether the object sought by the compromise which the Governor-general so entirely approves.

4. I would propose, and am prepared to make, an immediate tender of one year's pay, with interest, to all the claimants for arrears of pay, with a few exceptions, which I proceed to notice.

5. Soon after the deposition of Ameer Sing, some of those who had been in his service were retained by his successor Serfojee, upon condition of renouncing, in writing, all claim to arrears of pay during the preceding reign. The greater part, if not all, of these written documents we have in our possession, and in whatever instances we can positively identify any of those who granted such deeds of renunciation with present claimants, we can immediately award against such parties, as well as against any whom we can in the same manner identify with those whose arrears were paid by the resident at Tanjore in 1799, according to his despatches

despatches to the Madras Government. We can also award upon the 15 claims which we have actually investigated.* These awards we can make in conformity with the deed of covenants, and without any delay, and I do not doubt that the proposed tender, if made now, will induce all the other claimants to release the deed, and so enable us to close the Commission immediately we have completed our reports upon the few bonded claims that remain.

6. Having stated my opinion of the course we ought to pursue, and which appears to me perfectly just and simple, and in conformity with the instructions of Government, I proceed to remark on the objections which the second Commissioner opposes to it.

7. He proposes to exclude from the compromise 141 claimants upon the late Mr. Gordon's list; and others also, whom he states to have belonged to the "military department," on the ground that the arrears claimed by a chief or commandant of that department, Ram Chund Row Gauday, amounted to only 5,941 chukrums.

8. In the justice of this I can by no means concur, for even supposing, in reliance on this isolated and confused memorandum of account, (the pay of the military department, the elephant depôt, and an individual named Saik Hussan being mixed up together,) that the above sum only was due in the aggregate to the whole military establishment of the Rajah, it would not follow that any one individual on that establishment was not so much as a year in arrear; and without a scrutiny of the dufters, (which it is the main object of the proposed compromise to avoid,) I maintain that we could not award against any such individuals, and, therefore, that they should be included in the compromise.

9. If, therefore, I thought with the second Commissioner that this memorandum exhibited the true state of the arrears due to the whole military establishment of Ameer Sing at the time of his deposition, I would not award against a single claim upon the evidence it affords. I am not, however, able to state, nor can any one I believe say with certainty, that this person, Ram Chunder Row Gauday, received, or if he received, that he distributed the pay of all who came under the denomination of military servants under the Rajah, including Mahratta horsemen, matchlock men, armed peons, &c. &c. Indeed, it is pretty clear from the despatches of the Tanjore resident before mentioned, that the Mahratta horsemen were commanded by Sutwajee Inglay as a separate body, and as such, claimed and received from Government large arrears of pay, after a careful examination of their claims by Captain Blackburne.

10. But if it were practicable or just to exclude from the compromise these 141 claimants, I do not conceive that it would be politic, as it might induce Mr. Ouchterlony, the agent for those on the late Mr. Gordon's list, to demur to, or refuse the offer altogether, if so many of his constituents were excluded upon grounds which were not palpably and to his conviction just and reasonable.

11. Upon this point I would only remark further upon the second Commissioner's own admission, that the accounts on which he founds this objection are merely general, the details (which only, in my opinion, could be satisfactory) not having been found.

12. The next objection (and a very important one if admitted) urged by the second Commissioner against making a prompt and unqualified offer of a compromise is, that, "in the event of the proposition of the Government being acceded to by the claimants, we are not to deviate from the deed of covenants and the Act of Parliament, by directing the payment of any sums the original of which shall exceed 1,000 rupees, as the settlement of the claim by composition instead of by investigation does not, in his opinion, alter or remove the restriction contained therein." I confess that I am altogether at a loss to understand this objection; I cannot see why we should pay the least attention to the provisions of the deed of covenants, in making a tender to one of the parties to that deed, for the express purpose of inducing them to release the other party from their obligations, and from the necessity of conforming to the deed and its provisions; I conceive that the Governor-general might, if he pleased, have made this tender through any other agents, and without reference to us, and that agents so authorized might have concluded the arrangement with the claimants in perfect ignorance of the detailed provisions of the deed of covenants.

13. On this subject I will only add, that I do not concur in the second Commissioner's opinion, expressed in the 7th paragraph of his minute, that the delay consequent on a reference to the home Commissioners can be obviated. On every account I think such a reference in the present case unnecessary and very objectionable.

14. The second Commissioner also objects to admit any claimant to the benefit of the compromise unless his name be found on the lists of servants employed by the late Rajah during the last three years of his reign. Now these lists, and in fact all the dufters for the last two years of the Rajah's reign, are notoriously imperfect, and I would not under any circumstances award against a claim upon the negative evidence they (the lists) afford; but even if that evidence was considered to be conclusive, the search for, and comparison of, such lists would, I feel confident, cause great delay. The second Commissioner has been informed by the Mahratta accountants that they can perform this service in one month, but I have so frequently known these people err to a great extent in similar calculations, that, without impugning their motives or good intentions, I feel at liberty to refuse my reliance upon this report. With regard, too, to Mr. Ouchterlony's reference to his constituents for a
full

* The inquiry into these 15 claims has occupied a considerable portion of our establishment for a period of more than two years.

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full and unqualified power of attorney to act for them in this matter, I cannot see why our proceedings should thereby be delayed, and I feel satisfied that, when informed of the liberal intentions of Government, all parties concerned, both claimants and the attorneys for the claimants, will be as anxious as Government can be for a prompt and equitable settlement in the manner proposed.

15. The second Commissioner further objects to calculate the pay of the claimants according to their own statements when the claims were first presented, and insists that in every instance we should consult the dufters to ascertain the monthly pay.* Here again great delay must necessarily arise, and I should think to very little purpose. In some cases, it is true that the monthly pay may have, and probably has been overstated; but as these claimants all refer to the dufters in proof of their demands, it is not probable that many of them would take the trouble to assert a falsehood, which these very dufters would surely reveal.

16. But even if a little were gained in this way, by a scrutiny of the dufters, I think it would be better to make the offer, as I originally proposed, of one year's pay, with interest, according to the claimants' own showing, because they would then know with certainty the exact sum offered to them, which would induce them more readily and, I hope, unanimously to accept the compromise.

17. I cannot concur with the second Commissioner that the compromise which the Governor-general has instructed us to offer is to be conditional. His Lordship's instructions are positive, and the orders of the Madras Government direct, without any qualification, that no time shall be lost in giving immediate effect to the views of the Supreme Government. These orders I conceive that it is our duty to obey, and I regret the delay that has already occurred from the difference of opinion which has arisen between the second Commissioner and myself.

18. I would therefore propose that we immediately issue a proclamation tendering one year's pay, according to the taha or scale existing in the last year of Ameer Sing's reign, with interest at 4 per cent. per annum, to all claimants for arrears of pay of unspecified amount who preferred their claims within the limited period; that is, before the 23d March 1830, with the exceptions detailed in the 5th paragraph of this minute.

15 August 1836.

(signed) *Alexander Grant.*

N. B.—With respect to the apprehension expressed in the latter part of the 4th paragraph of the Minutes of Consultation of the Madras Government, on the 7th July 1836, in regard to those cases where the original claimant is dead and the succession disputed, cases similar to which have, I understand, caused infinite trouble and delay in finally appropriating the amount adjudicated by the Government Commissioner on the withdrawn Carnatic claims, I would propose that (except when the attorneys of parties have full powers to receive the amount) it be stipulated, in offering the compromise, that such cases shall be adjusted by the resident at Tanjore, where most of the claimants and their families reside, and that there shall be no appeal from his decision. I trust, however, that such will be of rare occurrence, compared with similar cases under the Carnatic Commission; the claims under which were preferred nearly 30 years ago, whereas few, if any, of the Tanjore claims for arrears of pay were preferred earlier than the year 1830.

15 August 1836.

(signed) *Alexander Grant.*

(A true copy.)

(signed) *Alexander Grant.*

— 8 (c.) —

EXTRACT from a LETTER from *Peter Auber, Esq.* to *Robert Gordon, Esq. M.P.*, dated East India House, 9th July 1835, taken from "Papers and Correspondence relative to the Tanjore Commission," page 30.

BUT if this course should be determined upon, the Court are of opinion that no claim beyond the limit fixed in the Tanjore deed, viz. 1,000 rupees principal, should be decided without reference to some authority in England. The adjudication in India of the claims from which the Carnatic fund was released proceeds very slowly, and the result is most unsatisfactory, as will appear on perusal of the Court's despatch to Madras, No. 13 of 1835. Security against deception and fraud seems to require that the final decision of all important claims should take place in England; and perhaps the best substitute for the Commissioners would be the Court of Directors, who would of course take proper legal advice whenever it became necessary to do so, and whose proceedings would be subject to the approbation of the Board.

(A true extract.)

(signed) *Alexander Grant.*

* In a few instances, where the claimants do not mention the amount of their pay, but only the nature of their employment, I propose that their pay be assumed at the average rate of others in similar employ.

— 8 (f.) —

EXTRACT from a LETTER from the Commissioners in England to *Robert Gordon, Esq. M.P.*, dated 16th July 1835, taken from "Papers and Correspondence relative to the Tanjore Commission," page 36, paragraph 32.

THE Commissioners think it right to add, that if, as was suggested by the Carnatic Commissioners, terms are offered at Madras to all the unspecified claimants to withdraw their names from the Tanjore deed, under a security of payment, or of a satisfaction for their claims, there is no reason to fear that many will refuse the terms, or hesitate to withdraw their names from the deed; in which case, if such withdrawal be legally authenticated to this Board, they can proceed to award against them, and thus to release the deed. But this Board must be as well satisfied that a party has withdrawn from the deed as that he has executed it. The observation is of course limited to those, and to those only, who have, by themselves or attornies, been made parties to that deed, on which subject I am directed again to refer you to paragraph 3 of this Board's despatch to the Commissioners in India, dated 27th May last, and of which a copy was transmitted to you on the 17th ultimo.

(A true extract.)

(signed) *Alexander Grant.*

— 8 (g.) —

SECOND MINUTE by the Second Commissioner.

1. I HAVE attentively considered the minute of objection to my proposals respecting the claimants for arrears of pay, urged by the junior Commissioner, but cannot find any cause for deviating from the opinion I have already recorded.

2. It is, however, necessary that I should notice more in detail some of the points upon which unfortunately a difference of opinion prevails.

3. And first with respect to the Government offer being conditional. Nothing, in my opinion, can be more clear than that such is the intention of the Supreme Government: in the 7th paragraph of the Government letter, it is stated, after remarking that the 2,000 claims, from lapse of time, are inadmissible, "the only portion of their labours which can occupy any length of time is the third class of claims, or those for arrears, 600 or 700 in number. This is on the supposition that it is finally determined by the home authorities to allow a participation in the benefit of the deed to the claimants for arrears of pay of unspecified amount. The necessity or propriety of admitting such parties appears to be a doubtful question, both of law and fact." The second part of the 12th paragraph directs "that a communication should be made to the Commissioners of the views which have been detailed in this letter, that they be called upon at once to make a tender to the parties interested of the composition proposed."

4. I cannot separate these paragraphs: the first expresses the views or sentiments of the Government concerning this class of claimants, and the second unequivocally refers to them; and as the parties (the 499 contained in the late Mr. E. Gordon's list) have not as yet been admitted by the home authorities to be parties to the deed, the Government could not, I presume, intend the offer to be otherwise than conditional; in this view, the proposition of the junior Commissioner of an unconditional tender would have the effect of pledging the Government to the payment of claims, the admission of which to the benefit of the deed they avowedly consider doubtful.

5. The junior Commissioner states that he is prepared at once to make an unconditional offer of one year's pay to all the claimants, with a few exceptions; but until they become parties to the deed, are they qualified to avail themselves of it? and can they, as proposed by him, in cases where the original amount shall exceed 1,000 rupees, or indeed I may add in any case, grant a release to the deed? I should say, certainly not; but the Supreme Government may make the granting of this release one of the conditions of the compromise, when they (the claimants) shall have been admitted to become parties to the deed, and which, as their claims were preferred within the limited period, 23d March 1830, although the deed has not been signed, there is every reason to expect. In regard to original claims above 1,000 rupees not being decided in India, I beg to annex an extract from a letter, dated 9th July 1835, from the Honourable the Court of Directors to the Board of Control, and also from the reply, dated the 16th July 1835, from the home Commissioners to that Board. The objection, that they are not parties to the deed, does not apply to all the claimants for arrears of pay of an unspecified amount, as a small number (9) having signed it, their claims were inserted in the Madras Gazette and reported to the home authorities; to these persons, provided they are not of the description it is proposed to exclude, an unconditional offer of one year's pay in full of all demands may be made immediately; and when accepted by them, and they have granted a release to the deed, the amount, if the original sum does not exceed 1,000 rupees, may be paid at the treasury of this presidency.

6. With respect to the statements regarding the mokassa department, they may appear confused to the junior Commissioner, who has only recently become acquainted with them; but to me, who have been long engaged in these accounts, they are very intelligible and convincing.

7. They are general as concerns the mokassa, with specific payments to Sheikh Hussan and Sheikh Sunoollah conjoined, and to the keeper of the elephant depôt, whose name is

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not mentioned. These statements are not altogether isolated, as I have the translate of a revenue paper confirmatory of the payments of chukrums 78,924. 9. in the districts to this class of servants. No detail of the payments was to be expected in this, the phudposee department, as it contains chiefly abstracts of accounts prepared for the personal inspection and information of the Rajah; but the mokassa muster-rolls, of which there are ten in the last year, plainly indicate their rank, and monthly pay of each.

8. It is not very material, in my opinion, to the present case whether Ram Chunda Rao Gaudé, the Commander-in-chief of the Rajah's troops, personally received and distributed their pay or not. It is clear from his memorandum (which will be found, as far as relates to the payments made by the Rajah on account of the arrears of 1197, amounting to chukrums 30,075. 1., exactly to correspond with the Government statements) that the accounts of these persons were under his control and management, and that the sum of chukrums 5,941. 3. is the total amount which he claimed as being due to them; but from this I submit must be deducted the sums paid to the Mahrattah troops, who although under the immediate command of Sutwajee Juglay as their chief, were nevertheless under the general control of the Killadar Ram Chunda Rao Gaude, and are included in the muster-rolls of the troops; but should the Government, in consideration of this alleged balance, be pleased to sanction the tender of one month's pay, with interest at 4 per cent., to each of these claimants (not being of the persons excepted by my first minute), they will be most bountifully and liberally dealt with.

5,941	3
2,755	-
<hr/>	
3,186	3

9. The maulees, or armed peons, do not belong to the mokassa but to the amourzanees, or civil department of the state, and their names and pay accounts will be found in the dufters of the same.

10. The time required for completing the examination of the remaining portion of the list of claimants I feel confident ought not, if steadily pursued, to exceed one month. All that is necessary is to search for the name of the individual in the class to which he belongs, and having found this, his pay will be seen immediately. Liberal as the Government have been in ordering this tender to be made, I cannot suppose them willing to admit any person to participate in the benefit of it who was not in the service of the late Rajah Ameer Sing, or to pay him at a higher rate than he is entitled to.

11. I did not, in my first minute, notice the subject of providing against disputed succession as there was no difference of opinion respecting it, intending to do so in the letter of the Board to Government.

12. It only remains that I should state that I could not, consistently with my interpretation of the views and orders of the Supreme Government, concur with the junior Commissioner in making an unconditional offer to all the claimants for arrears of pay of an unspecified amount, previously to submitting my reasons for entertaining a different opinion, together with the documents and facts I had become acquainted with in the investigation of the voluminous accounts of the Tanjore state, (the concealment of which would have been more than a neglect of duty,) for the consideration and final orders of the Government.

13. No injury, that I am aware of, can arise to the Government from making the compromise conditional upon the admission by the home authorities of these persons to become parties to the deed; no injustice will be done by the exclusion from this tender of the persons belonging to the mokassa department, the Mahratta horsemen, or of those whose names shall not appear in the lists of the servants in the last three years of the reign of the late Ameer Sing, or by paying them, as proposed by me, according to the taha, a fixed rate of pay, nor do I conceive that this will be productive of any serious delay.

14. But whatever measures the Government shall finally determine upon, I beg to state that I shall most heartily and diligently exert myself to carry them into immediate and effectual execution.

Madras, 16 August 1836.

(signed) *H. J. Chippindall,*
Second Commissioner.

(A true copy.)
(signed) *Alexander Grant.*

— 8. (h.) —

SECOND MINUTE by the Junior Commissioner.

1. I AM compelled to comment, which I shall do briefly, upon the second Commissioner's second minute, lest the Government should be obliged to make another reference to us upon opinions and statements contained in it, which I think can neither be sustained by argument nor supported by proof.

2. I maintain there is no proof that any of the 141 claimants, whom the second Commissioner wishes to exclude from the compromise, ever received one rupee from Ram Chunder Row Gaudy, and therefore that his general and private memorandum, claiming 5,941 chukrums, cannot affect the claims of those individuals, nor could we award against them without entering on and examining detailed accounts, at a ruinous sacrifice of time, and a consequent outlay of ten times the sum I propose to offer them.

3. I still, too, adhere to my opinion that the sheet of account, submitted by the second Commissioner as grounds for excluding these claimants, is very confused and unsatisfactory; not

not only are the accounts of separate establishments mixed up in it, but in the two statements it contains, one by the Rajah's accountants, the other by those of Ram Chunder Row Gauday, and both purporting to be true accounts for the same period, hardly any of the items correspond, whilst in one the balance is in favour of the state to the amount of 2,755 chukrums, in the other 5,941 chukrums against the state.

4. The second Commissioner accounts for these papers appearing confused to me by the circumstance of my having but lately become acquainted with them; but I confess that, with the discrepancies they contain, no length of study or attention could make them convincing, or even intelligible to me.

5. The second Commissioner says, "nothing is more clear than that the offer of the Supreme Government is conditional," quoting in support of this opinion part of the 7th paragraph of Mr. Secretary Princep's letter. That paragraph, as it appears to me, merely sets forth the state of the business remaining (as the Governor-general has been given to understand) before the Commissioners, and points out the only portion of the business which ought, in his Lordship's opinion, under any circumstances, to protract our labours.*

6. But I cannot suppose that the Governor-general means to make the offer of the compromise conditional, because he doubts whether the rights of the claimants are unexceptionable, or that his Lordship would expect a compromise so qualified to be accepted. I am of opinion, too, that if this were the intention of the Supreme Government, so material a qualification would have been noticed in the 12th paragraph of the letter, where special and positive instructions are given, and that it would not have escaped the attention of the Madras Government, who directed us to make the offer without any such condition.

7. The second Commissioner continues to urge an appeal to the dufters to ascertain the amount of pay of the claimants, and the fact of their having been in the Rajah's service at all. He says, "he cannot suppose that the Government is willing to admit any person to the benefit of the compromise who was not in the service of the Rajah, or to pay him at a higher rate than he is entitled to." The circumstance I have before alluded to, viz. that these claimants refer to the dufters as the sole proof in support of their demands, renders it most improbable that they would, to any extent, assert falsely what the dufters must disprove, either as to the fact of service or amount of pay; and in speaking of what they are "entitled to," and throughout this discussion, the second Commissioner does not seem to me to have divested his mind of arguments which, although just and proper in relation to a settlement of claims founded on investigation, are misapplied in the present case—a compromise, in tendering which Government is willing to make some sacrifice in order altogether to avoid investigation and to gain a great end.

16 August 1836.

(signed) *Alexander Grant.*

N. B.—I find that, writing in haste, I have omitted to notice the second Commissioner's proposition, to offer the military claimants one month's pay. I would ask, is there any chance of their accepting such terms whilst other claimants receive a year's pay? It is not likely that they will admit the justice of making such distinctions. I have also overlooked the extract submitted by the second Commissioner from Mr. Auber's letter, dated 9th July 1835. The opinion of the Court, that claims above 1,000 rupees principal should be referred to some authority in England, refers to the case of claims settled by adjudication; the observations of the home Board in reply also evidently apply to claims to be satisfied by investigation and adjudication, for in their letter referred to, of the 27th May 1835, they give an opinion that a compromise is impracticable.

(signed) *Alexander Grant.*

(A true copy.)

(signed) *Alexander Grant.*

— 8. (i.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq., Commissioners in England for investigating the Tanjore Debts.*†

Gentlemen,

WE proceed, at length, to reply to your Board's letter of the 27th May 1835, acknowledged by us on the 5th November 1835, and should the information we are able to offer upon

* There are between 100 and 200 claimants for arrears of pay of unspecified amount, about whose admission to the benefits of the deed no question has been raised, and I am prepared to show, if required, that those on Mr. Gordon's list could not be excluded. The proof I can give of this is indubitable, but I am unwilling to lengthen this already protracted discussion by entering on it here. Whatever was the intention of the Supreme Government, therefore, on this point of difference between the second Commissioner and myself, I am quite sure that, eventually, it will prove not to be of the least consequence, as all these claimants are virtually parties to the deed.

The second Commissioner himself "has every reason to expect that they will be eventually admitted." Why, therefore, clog the offer with a condition, certainly useless, and so likely to cause its rejection?

† Enclosures.—No. 1. Copy of a Letter from Mr. Edward Gordon, dated 22 March 1830.

No. 2. Copy of a Letter from Mr. J. Ouchterlony, dated 17 April 1834.

No. 3. Copy of a Letter to Mr. J. Ouchterlony, dated 4 January 1836.

No. 4. Copy of a Letter from Mr. J. Ouchterlony, dated 28 January 1836.

No. 5. Copy of Mr. B. Balfour's Examination, dated 5 September 1836.

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upon the several subjects noticed by you as requiring explanation still appear incomplete or unsatisfactory, we beg that you will not attribute such a result to any want of diligence on our part, but to the peculiar difficulties in which we were placed, and under which, with regard to the proceedings of this Commission previous to our own appointment, we still continue to labour.

2. We are called on to state, 1st, Why the late Mr. Edward Gordon did not execute the deed of covenant on behalf of the large class of claimants for arrears of pay whom he represents? 2d, Whether the notice limiting the period for the reception of claims was translated into any of the native languages, and if not, why this rule was not observed?

3. On neither of these points do the records of the Commission afford the slightest information; and on the receipt of your letter in the month of October last, the late senior Commissioner, who could alone have explained the cause of such seemingly important omissions, was unable from illness to give any attention to business.

4. We were therefore compelled to defer any reply, in the hope that, with restored health, our late colleague would undertake it, a hope in which by the lamented death of that gentleman we have been so unhappily disappointed.

5. It now, therefore, only remains to us to endeavour to satisfy your Board's inquiries and doubts by such inferences as may be deduced from acts of our predecessors bearing on the subjects under consideration.

6. With regard to the late Mr. Gordon having omitted to execute the deed, we are able to furnish you with an explanation, contained in a private note from the late Mr. Fauquier to Mr. Grant, dated from Covelong on the 13th July last: "It was owing originally to the doubt as to the admission of these claims by the Commissioners in England; then the endeavours to ascertain from the Tanjore records whether they were capable of adjustment; then whether it would not be necessary to have each claimant in person to execute the deed; then it was forgotten, and Mr. Gordon died. But the claimants are not to suffer from the accidental omission on my part."

7. From this it would appear that Mr. Gordon was not required, or even allowed to execute the deed when the claims of his constituents were received and admitted, on the 22d March 1830, and that he was never informed that he was at liberty to do so; under which circumstances, we conceive that it would be the height of injustice, if not absolutely illegal, to exclude these claimants from the benefits of the deed, to which they have, in our opinion, virtually become parties.

8. In the 3d paragraph of your Board's letter you observe, that after the 23d of March 1830 no party could be admitted to execute the deed.

9. Upon this we would remark, that such does not appear to have been the construction put by our predecessors upon the Court's order, nor upon the notice issued in conformity with that order by your Board in England, a similar notice to which was by them published in the Madras Gazette of the 23d December 1829.

10. On referring to the last paragraph of the Honourable Court's letter of the 2d July 1829, you will observe that they direct that no claim shall be received after the limited period; and your Board's notice in like manner provides against the preferring of claims after that period.

11. It is true that the Court of Directors were empowered by the deed to fix a period after which no person could become a party to it, but if the Court have not exercised this power, limiting merely the reception of claims, if it is not stipulated that the execution of the deed previous to or at the time of preferring a claim is essential to its reception,* and if the Commissioners, (as we find was the case,) have acted upon the supposition that the deed might be executed at any time by a party who had preferred his claim within the limited period, then we submit that it would be impossible now to refuse the investigation of any claim which has been preferred and received by the Commissioners on or previous to the 23d March 1830.

12. We now proceed to consider the omission, commented upon by your Board, of publishing the notice limiting the period for the reception of claims without a translation into one or more of the native languages.

13. It appears that on this occasion, as well as when parties were first invited to appear in support of their claims, our predecessors have adhered strictly to your instructions.

14. In your original instructions you specially directed that the notice should be translated into the native languages, which was accordingly done; but as the direction was not repeated in your letter of the 3d July 1829, the notice of the 23d December 1829 was the same "*verbatim*," (with the exception of the necessary alteration of dates,) as that published by your Board in England.

15. We

In the original,
1834 was written
by mistake instead
of 1831.

* The deed continued to be executed even after the transmission of the copy to your Board on the 28th November 1831; the last signatures having been attached to it, in claims 27 and 63 of the Gazette, on the 6th February 1832, and many of these claimants for arrears of pay, from No. 116 to 181, have not as yet executed the deed, although their claims were preferred in the years 1827, 1828, and 1829.

15. We do not doubt, however, that, had our predecessors considered this notice in the English language insufficient under the then existing circumstances, they would have accompanied it with translations into the native languages; and that it was sufficient may be inferred from the fact that no objection has been taken to it, except by Mr. Ouchterlony, up to the present time.

16. To the objection first urged by that gentleman at an interview with the second Commissioner about the time he preferred this numerous list of claims in April 1834,* and recommended to the favourable attention of your Board in our report of the 31st December following, we have since the receipt of your letter under reply given a very full and attentive reconsideration, and have obtained from Mr. Ouchterlony his arguments in support of these claims at considerable length in his letter dated 28th January 1836.

17. We have also examined Mr. Balfour, who filled the situation of manager in this office from the first establishment of the Commission to the 17th October 1834; and his evidence, which forms No. 5 of Enclosures, entirely confirms the view we have taken above of the practice which obtained regarding the reception of claims and subsequent execution of the deed.

18. Mr. Balfour's statement respecting the notice of the 23d December 1829, and the claims advanced by Mr. Ouchterlony by his letter of the 17th April 1834, together with that gentleman's own admission in this letter that these were the identical claimants adverted to by Mr. Gordon in his verbal communication to the Board in the end of 1829 or beginning of 1830, induces us to qualify our former recommendation in their favour with the observation, that they must have been aware of the publication of the restricting notice at that period, and that no sufficient reason has been adduced by Mr. Ouchterlony for their having neglected to prefer their claims in the four following years, during the greater portion of which time Mr. Gordon was alive and residing at Madras.

Office of Tanjore Commissioners, Madras, }
6 September 1836.

We have, &c.

(signed) *H. J. Chippindall.*
Alexander Grant.

— 8 (k.) —

To the Commissioners for investigating the Claims of his Highness the late *Ameer Sing*,
formerly the Rajah of Tanjore, Madras.

Gentlemen,

I HAVE the honour to submit the accompanying Mahratta statement of arrears due to several persons formerly in the service of the late Ameer Sing, which were only received by me from Tanjore by yesterday's post, which precludes the possibility of my submitting them to you in due form, in time for their being placed on record; but with your permission, I shall take an early opportunity of so doing, and of waiting upon you with powers from the persons on whose behalf these claims are now submitted.

Madras, 22 March 1830,

I have, &c.

(signed) *Edward Gordon.*

(A true copy.)

(signed) *Alexander Grant.*

— 8 (l.) —

To the Commissioners for investigating the Debts of his late Highness *Ameer Sing*,
formerly Rajah of Tanjore.

Gentlemen,

I HAVE the honour to submit to your investigation the claims of 2,270 individuals on his late Highness Ameer Sing, Rajah of Tanjore, for arrears of pay due to them by the said Rajah, in whose service they were employed.

I beg at the same time to represent, that these claims are the same which the late Mr. Gordon reported *vivá voce* to the Board, in the latter part of the year 1829, or early part of 1830, that he was preparing to submit; but the claimants being scattered over the country, a considerable delay necessarily took place. It is owing to the decease of that gentleman that these claims are now represented by me.

Madras, 17 April 1834.

I have, &c.

(signed) *J. Ouchterlony.*

(A true copy.)

(signed) *Alexander Grant.*

* These were, in our report of 31st December 1834, stated to be about 1,600, as it was understood from Mr. Ouchterlony that all the claimants in Mr. Gordon's list were included in this number.

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— 8 (m.) —

To James Ouchterlony, Esq. Executor for the late E. Gordon, Esq.

Sir,

WE beg to call your attention to our communication on the 7th of November last, respecting certain claims for arrears of pay, for the preferring of which the late Mr. E. Gordon is said to have been the constituted attorney, and to request that you will be pleased to state whether you have received any information upon that subject from the native agent of that gentleman, who, we are informed, is absent from Madras.

We have, &c.

(signed) H. J. Chippindall.
Alexander Grant.

Office of Tanjore Commissioners, }
4 January 1836.

(A true copy.)

(signed) Alexander Grant.

— 8 (n.) —

To the Commissioners for investigating the Debts of his Highness the late Ameer Sing,
Rajah of Tanjore.

Gentlemen,

I HAVE the honour to acknowledge the receipt of your letter of the 4th instant.

I had delayed replying to your former communications in the hope that the arrival at Madras of the vakeel, Kistna Row, who was agent in the matter of these petty claims at the time of their submission to your Board by the late Mr. E. Gordon, would have afforded the opportunity of more complete information than a letter could convey. I, however, now beg to enclose a letter from this vakeel, in reply to my requisition, bearing date the 5th ultimo.

It is generally corroborative of the previous impression I entertained, that the late Mr. Gordon satisfied the then Commissioners of the regular order that governed the submission of the 499 claims, and of his *vivâ voce* statement, that this was but the advance guard of a body that would speedily pour in. I have already stated verbally to your Board that I do not find any memorandum in the late Mr. Gordon's paper of this conversation, nor indeed is it likely that he would have retained any. The probabilities, however, are strongly in favour of its occurrence, as, in continuation from that period, the signatures of claimants to powers for the attempted recovery of their demands were progressively obtained. The apparent discrepancy regarding the powers I have endeavoured to remedy, by procuring fresh ones. These I forwarded to your chief Commissioner, Mr. Fauquier, on the 15th April 1834. That gentleman was at that time at Tanjore, whither I sent them, understanding that parties resident at that place, claimants, were undergoing personal examination before him.

In reference to the claims in continuation, which I have at a subsequent period laid before your Board, I am aware that the express letter of your order, published on the 24th December 1829, forbids their reception; but I entertained the hope that a consideration of all attendant circumstances will induce both yourselves and the Commissioners at home to revise a decision, which, if acted upon, would press so hardly and unequally upon my constituents. The spirit of the Act of Parliament, as seen through its provisions, I would then submit, bears the constructions of indulgence towards circumstances and deficiencies, which absence, inadvertence, or the crude structure of some of the native claims on the Rajah might call for the extension of, without prejudice to the equitable title, *de part et d'autre*, of demands made by the creditors of the late Rajah Ameer Sing, or the East India Company. The seventh provision of the Act I would take as an example of this spirit; it runs as follows:

"Provided also, and be it further enacted, that no person resident or being in the United Kingdom of Great Britain and Ireland shall be compellable by virtue of this Act to go to or appear before the Commissioners to act in India, or to go out of the said United Kingdom; and no person resident or being in the East Indies shall be compellable by virtue of this Act to come to or appear before the Commissioners to act in England, or to go out of the East Indies."

And I trust it will be admitted as confirmatory of my view. I would then request your attention to the condition of my constituents generally; the order which forms their bar of exclusion; and the utter impossibility of their being at all acquainted either with its purport or publication.

These people, I hear, for the most part held a kind of very subordinate or domestic employ in the state, and the completion of arrangements which placed the country under the management of the British Government ejected them from such occupation. Treaties, commissions, and Acts of Parliament, the stipulations of the one, and the object and powers of the others, were naturally hidden mysteries to them, and they pursued the apparently sole alternative of dispersing in various directions to gain the employ that should furnish them with means of subsistence. Now only, at a late day, have they understood (or rather their descendants after the lapse of time) that the East India Company, in assuming charge of the country, had engaged to liquidate the arrears of wages due to them by the Rajah whom they served, and from whom, under the old rule, such arrears must have come. The claims, then, that such knowledge makes them feel justifiable they accordingly prefer, but meet a stumbling-block at the very threshold of their application; and of what nature? It is an
English

English advertisement, inserted in an English newspaper, of circulation almost solely amongst English residents in the presidency, this bearing date the 23d December 1829, published on the 24th, and declaring that no claim on the Rajah would be received by your Board subsequent to the 23d March 1830. Now I would pray you, gentlemen, to consider how utterly impossible it was for these poor people, even if by any extraordinary chance a copy of the newspaper in question had come before them, to understand one syllable of the notification. But I may say that I feel assured of the admission by your Board of its total inadequacy as a vehicle of information to them, and that the only means by which the knowledge could in any degree be imparted must have been in an announcement, according to native form and practice, by beat of tom-toms.

I will therefore now conclude by simply pressing upon your earnest and indulgent consideration these two circumstances :

First, What I think I may call the undoubted fact of arrears of pay being due to these people, as it is notorious that the Rajah's servants were seldom or never paid up to the day.

Second, That if justice *per se* lays in the claim, the offence against dates in preferring it is venial, as resulting from sheer ignorance, to dissipate which no effective means were furnished or at hand.

I have, &c.

(signed) *J. Ouchterlony.*

Madras, 28 January 1836.

— 8 (o.) —

Enclosure in the preceding.

To *J. Ouchterlony, Esq.*

Honourable Sir,

WITH due respects I beg leave to state, that this day I had the honour of hearing the contents of your letter to R. Rungasawmy Naick, and wherein your Honor have mentioned something about my claim.

Some time ago, Rowootrow Nulvady Sahep, a vazurustmab, had took a power of attorney from the people, relations, both noble and mean, for the balance that had been served under his Excellency the late Ameer Singjee, Rajah of Tanjore; and further, he has given me his power of attorney, which upon I have not only given my power of attorney to the late Mr. Gordon, and also the said gentleman preferred the claim of above people to the Commissioner's office, and at that time on the date of the said Mr. Gordon is mentioned that there are to come more about of 2,000 people's claim, except this 419 people's, which, I dare say, that you may found out the date by examining the said claim at Commissioners' office; in the meantime, I am not only very happy to transmit a true copy of the said power after I go to Mudhiorjen, and also I shall wait on your presence with Rungasawmy Naick, and ready to answer for all your question; by this your Honor may apprehend that this is the claim which has been granted now to you by Rungasawmy Naick of the said 2,000 people.

As I am suffering much distress for expenses, I humbly beg that you would be pleased to remit a bill of exchange for the sum of 50 pagodas, that I may come down there.

I have, &c.

(signed) *Kistnarow.*

Tanjore, 5 December 1835.

(True copies.)

(signed) *Alexander Grant.*

— 8 (p.) —

5 September 1836.

Mr. Balfour, late manager, being in attendance, the following questions were put to him :

1. Whilst you were manager in this office, can you state whether parties stating that they had claims against the Rajah Ameer Sing were at once required on preferring them to sign the deed of covenant, or whether their claims were reserved by the Commissioners, and the execution of the deed only required before the claims were reported on?

1. The Commissioners never admitted parties to sign the deed of covenant until they had satisfied themselves that these parties had some grounds of claim, and it was not considered absolutely necessary that the deed should be executed until the claim was ready for report. Before a claim was reported on, the Commissioners always made a point of inquiring whether the party had executed the deed.

2. Do you know why Mr. Edward Gordon did not execute the deed when he preferred the claims of 499 persons for arrears of pay on the 22d March 1830?

2. Mr. Gordon at that time produced the power of attorney from these parties, and the Commissioners objected to his executing the deed until he should submit these claims in the regular form with schedules.

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3. Can you state why the notice of the 23d December 1829, limiting the period for the reception of claims, was not translated into any of the native languages in like manner as the notice in 1825, inviting parties to come forward and prefer their claims?

3. I suppose the Commissioners did not think this necessary, as almost all the claims hitherto preferred were represented by European agents resident at Madras, and the Commissioners had not then heard of the body of claimants afterwards represented by Mr. Gordon. The notice, however, although in English, immediately became known at Tanjore, Trichinopoly, and other places, from whence these persons forwarded the power of attorney to Mr. Gordon, which arrived only a few days before the expiration of the period for receiving claims, and therefore too late to admit of his making out the schedules in regular form, before the 23d March 1830.

4. When did you first become acquainted with the existence of the large body of claimants for arrears of pay, represented by Mr. Ouchterlony, and whose claims were submitted by him, in a letter dated the 17th April 1834?

I never heard of these claimants until the receipt of that letter.

(signed) *B. Balfour.*

(A true copy.)

(signed) *Alexander Grant.*

— 9. —

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

1. Nor having yet been honoured with any notice or acknowledgment of our letter to your Honourable Court, dated the 3d ult., transmitting to your Honourable Court the conflicting minutes of the second and third Tanjore Commissioners at Madras, on the subject of a compromise to be offered to the petty claimants, which letter contained, among other things, a request (*see para. 3*) that, if your Honourable Court should have received a despatch from your Governor-general of India, or from your Governor of Fort St. George, on the subject of any compromise to be offered to the petty claimants, we might be favoured with a copy of the same, we feel it right to repeat the said request.

2. If this request had stood alone in our letter, we might, under the circumstances in which we are placed with relation to your Honourable Court and to all parties claiming to be creditors of the late Ameer Sing, have been justified in recalling your attention to that letter; but at the close of that letter (paras. 23-29) we had the honour to submit to your Honourable Court a suggestion, founded upon the actual state of things at Madras, as recently for the first time made known to us, of which suggestion we had hoped that the earliest notice would have been taken, even if from any circumstances it should have been deemed inexpedient to adopt it.

3. The suggestion was made without prejudice, as was expressly stated, to the rights of any parties; but it is clear to us that, if adopted, it would tend essentially to shorten the duration of the Tanjore Commission in England.

4. We had hoped that this suggestion, so made by us with this object, would have received the readiest and earliest attention of your Honourable Court. It is possible that this may have been the case; but as we have not been favoured with any communication in reply from your Honourable Court, we think it right formally to recall the matter to your consideration.

5. We think it right to state also formally our request, that, whenever your Honourable Court, one of the parties to the Tanjore deed, shall instruct your governments in India to communicate with the Tanjore Commissioners at Madras on subjects touching the discharge of their duties as such under the Tanjore deed, you will do us the honour to transmit to us copies of such instructions, in order that we may co-operate, so far as may be in our power, with your views.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Commissioners
for investigating the Debts of the late Ameer Sing,
formerly Rajah of Tanjore,
2 March 1837.

— 10. —

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between Tanjore
Commissioners and
Court of Directors.

Gentlemen,

East India House, 10 March 1837.

IN compliance with request contained in your letters, dated the 3d ult. and the 2d inst., I am commanded by the Court of Directors of the East India Company to forward extract of a despatch from the Government of Madras, dated the 16th August last, together with copy of the papers therein alluded to, relating to the proposed compromise with the petty claimants under the Tanjore Commission.

With respect to the propositions submitted in your letter of the 3d ult., I am commanded to state that the Court have not failed to bestow upon them the attention which is due to the interests involved in the settlement of the questions raised in your communication, and that they will cause you to be furnished with a copy of any instructions which they may issue to the Government of India regarding the nature and extent of the suggested compromise.

I have, &c.

Thomas Cockburn, Esq.
Sir R. H. Inglis, Bart. M. P.
John H. Ravenshaw, Esq.

(signed) *James C. Melvill.*

— 11. —

Gentlemen,

East India House, 23 March 1837.

THE Court of Directors of the East India Company have had under their consideration your letter of the 20th January last, pointing out the probable effect of the order issued by the Government of Madras on the 19th August 1836, under which the surviving members of the Tanjore Commission at that Presidency were required to perform the duties of Government Commissioner previously discharged by the late Mr. Fauquier. In reply, I am commanded to transmit, for your information, copy of a despatch which the Court have addressed to the Government of India upon this subject, under date the 13th instant.

I have, &c.

Thos. Cockburn, Esq.
Sir R. H. Inglis, Bart., M.P.
J. H. Ravenshaw, Esq.

(signed) *James C. Melvill.*

— 11 (a.) —

COPY LETTER, in the Public Department, to the Governor-General of India in Council, dated 13 March 1837.

Para. 1. WE have received from the Tanjore Commissioners in this country a letter, under date the 20th January last, bringing to our notice the order issued by the Government of Madras on the 19th August 1836, which directed that, in consequence of the death of Mr. Fauquier, the duties of Government Commissioner should be discharged by Messrs. Chippindall and Grant, the second and third Tanjore Commissioners at that Presidency, and forwarding a copy of a letter from those gentlemen, dated the 10th September last, in which they describe the new duty required of them as very onerous, and advert to the effect which it may have in retarding the close of the Tanjore Commission.

2. It will be apparent from our despatch of the 21st September last, in which we authorized the adoption of measures for effecting a compromise with the petty claimants, that we are exceedingly desirous that the business for which the Tanjore Commissioners were specially appointed shall be brought to as early a conclusion as may be practicable, and consequently that any arrangement which might impede its progress would not be acceptable to us: but as it appears from the Calcutta Gazette of the 21st September last that the vacancy occasioned by the decease of Mr. Fauquier has been supplied by the promotion of Messrs. Chippindall and Grant to be first and second Commissioners, and the appointment of Mr. J. H. Young as third Commissioner for investigating the claims upon the late Rajah of Tanjore, we conclude that the duties of Government Commissioner for Carnatic claims, which are now to be discharged by Messrs. Chippindall and Grant jointly, instead of as heretofore by one individual, cannot interfere with their duties as Tanjore Commissioners so as to prevent the accomplishment of the object we had in view in sanctioning the compromise to which we have before alluded. This compromise we are glad to learn by a despatch

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between Tanjore
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from the Madras Government of the 16th August last, you have already required the Commissioners to endeavour to effect.

3. We, however, forward in the packet a copy of the letter from the Commissioners in this country, and of its enclosures, in order that opportunity may be afforded you of considering the objections which have been urged against the present arrangement, and of determining whether any alteration is expedient.

— 12. —

Gentlemen,

East India House, 13 April 1837.

THE Court of Directors of the East India Company having had under consideration your letter dated 3d of February last, with its enclosures, I am commanded to transmit you a copy of a further despatch which the Court have addressed to the Government of India on the subject of the proposed compromise with the petty claimants under the Tanjore Commission.

I have, &c.

Thomas Cockburn, Esq.

(signed) James C. Melvill, Secretary.

Sir R. H. Inglis, Bart., M. P.

J. H. Ravenshaw, Esq.

— 12 (a.) —

COPY LETTER, in the Public Department, to the Governor-General of India in Council, dated 7 April 1837.

1. WITH reference to our despatches of the 2d August and 21st September last, regarding the Tanjore Commission, we now forward, as numbers in the packet, copies of the further papers noted in the margin* on the subject of the proposed compromise with the petty claimants.

2. From the documents enclosed in a despatch which we have received from the Madras Government, dated 16th August last, we learn that you have authorized the offer of a compromise to those claimants who, before the 23d March 1830, the date to which, under orders from this country, the reception of claims was limited, had either actually executed the deed, or, by themselves or their agents, had sent in their claims to the Commissioners at Madras. You will observe that the Commissioners in England have proposed that the compromise be not restricted to these parties, but that it be extended to the whole body of claimants, whether they came forward before or after the prescribed period. We cannot, however, acquiesce in this proposal, being of opinion that the parties whose claims were not preferred before the 23d March 1830, cannot, in any view of their case, be regarded as parties to the deed, or entitled to special consideration, and that ample justice will be done by the compromise which you have directed, and which we accordingly sanction. We are nevertheless so fully impressed with the importance of bringing the Commission to as early a termination as may be practicable, that we are willing to make every concession which you may deem expedient with a view to expedite the settlement of the petty claims preferred within the limited period, and we give you full authority finally to arrange all matters connected with the Tanjore Commission in India without any further reference to us.

— 13. —

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

1. WE have the honour to acknowledge the receipt of the letter of Mr. Secretary Melvill, dated the 13th instant, stating that your Honourable Court having had under consideration our letter of the 3d February, with its enclosures, had commanded him to transmit to us a copy of a further despatch to the Government of India on the subject of the proposed compromise with the petty claimants under the Tanjore Commission, and transmitting to us accordingly a copy of such despatch.

2. We observe with regret that your Honourable Court have not adopted our suggestion of extending to all the claimants, whether they came forwards before or after the 23d March 1830, the terms of the proposed compromise, and that you rest your objection on the ground that those persons, who did not come forwards

* Letter from the Tanjore Commissioners in England, dated 3d February 1837, with enclosures. Letter from General Blackburne, formerly Mahratta interpreter, and subsequently resident at Tanjore, dated 23d February 1837, with a Memorandum therein enclosed.

forwards till after that date, cannot, in any view of their case, be regarded as parties to the deed, or entitled to special consideration.

3. In respect to one of these objections, we are willing to admit that the persons in question cannot "be regarded as parties to the deed;" but we repeat our conviction, in reference to the other objection, that they are nevertheless "entitled to special consideration:" since on the supposition that any sum, however small it may be, would have been found due to any one of those persons, if he had come forwards on the day preceding the prescribed date, we retain the deliberate opinion, that the notification, which your Honourable Court hold to have barred him from being a party to the Tanjore deed, ought to have been addressed to him in the place where he was to be found, and in a language which he could understand; and while it is admitted that the said notification was made in the English language only, and at Madras, it is, on the other hand, notorious that the great mass of the persons, to whom it was intended to apply, were natives residing in the country of Tanjore, and who understood no tongue but their own.

4. Under these circumstances, we held, and still hold, the conviction, that while such persons were not strictly entitled to demand from us an investigation of their claims and an adjudication thereof under the Tanjore deed, they were fit objects for the special consideration of your Honourable Court; and it will be a considerable satisfaction to us if it shall appear that the discretion which, in respect to all matters connected with the Tanjore Commission in India, comprehending, as we trust, these parties, your Honourable Court have been pleased to entrust to the Supreme Government of India, shall be so exercised by his Lordship in Council as to comprehend them in the terms of some compromise.

5. The decision of your Honourable Court thus announced to us, induces us to submit to your notice herewith a copy of the *vivâ voce* evidence given before us by Major-general Blackburne, inasmuch as we fear that the written memorandum delivered by him to your chairman on the 23d February 1837 may have led you to think that the number of *bonâ fide* claimants on the late Ameer Sing and the amount of their just demands were less than, in our judgment, is the case.

6. Having applied to Major-general Blackburne to know if he could afford us any information respecting claims for arrears of pay due to the servants of the said late Ameer Sing, we were given to understand, on the 9th February last, that he had been employed by the Government of Fort St. George, in the year 1799, in settling some of these claims. In consequence, we requested your Honourable Court, on the 17th February, to furnish us with copies of the papers relating to this matter. We think it right to remind your Honourable Court, that when, on the 19th July 1824, we requested that all papers and documents in possession of the Honourable Court, "which they may be of opinion will throw light on the claims in question, or the transactions connected therewith," might be transmitted to this Board, the accounts of the transactions now at issue were not included among the documents sent to us in consequence of such request; and, in point of fact, we had no knowledge of their existence.

7. Your Honourable Court, in compliance with our said request of the 17th February last, transmitted to us on the 3d March copies of the "correspondence between the Madras Government, the resident at Tanjore, and Captain Blackburne, in the year 1799, upon the claims of the servants of Ameer Sing, formerly Rajah of Tanjore."

8. On examination of these papers, we found that the only parties whose claims were submitted to the investigation and settlement of Major-general Blackburne were those of certain Mahratta horsemen, Major-general Blackburne having, as appears by his letter of the 31st January 1799, not considered that his authority extended over other cases, and having accordingly informed the resident as follows: "It may not be improper to acquaint you, that, since the commencement of my inquiry into the claims of the Mahratta horsemen, several of the Circar servants have brought forwards claims of a similar nature, and requested me to include them in the inquiry. As I considered their applications beyond the limits of my commission, I declined receiving them."

9. It thus appears that, at the time, he not only did not ascertain what were the facts, or even the probabilities, of the case, but distinctly declined to take

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between Tanjore
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any part in the matter, and did not even receive any statements of the amount claimed.

10. It further appears, from a perusal of the whole papers, that the settlement effected by Major-general Blackburne was confined to the case of the Mahratta horsemen; that such settlement was not the result of any compact or arbitration between parties, but was enforced upon the claimants very little to their satisfaction, they being compelled to take, in full of all demands, four months' pay, and allowances for themselves, their horses, and their followers, the whole amounting to no more than 3,924 chukrums, to which the Governor in Council of Fort St. George afterwards directed a donation of 8,064 chukrums to be added.

11. It appears that this settlement was so far from being free and voluntary on the part of the Mahratta horsemen, that the resident was authorized by the Madras Government to inform them, that if the terms were not peaceably accepted, they would be sent out of the Tanjore country by the Company's troops; and it appears that the Company's artillery was brought into a position to be directed against them in the event of any resistance.

12. It is impossible to regard any settlement effected in such a manner as conclusive against the justice of any claims.

13. It appears by the resident's letter of the 21st August 1798, included in the papers last transmitted to us, that the amount of cash found in the treasury at Tanjore, and made over to Serfojee Rajah by the resident, and by others, amounted to no more than 16,000 chukrums, or 6,340 pagodas, a sum, the smallness of which constitutes a sufficient reason for the disclaimer by Serfojee of all responsibility on his part to discharge the debts due to the servants of his predecessor.

14. It appears accordingly that Serfojee Rajah, when applied to for the discharge of arrears due to the servants of Ameer Sing, referred them to that Prince for payment; and, before he would admit them into his own service, required them to secure him from all such claims, by executing a release to him for all arrears due up to the date of their admission into his service.

15. It is clear that the servants of the deposed Rajah had at the time little alternative. They must either have submitted to the terms required, or must have relinquished the prospects of subsistence and future employment.

16. Although, however, such act on their part released their new master, Serfojee, from all demands on him, it was, in our opinion, no release to Ameer Sing, if he had ever re-ascended the musnud; and is no release to the Honourable Company, who, by treaty, subsequently obtained possession of the Tanjore country (*i. e.* the fund from which the just debts of Ameer Sing, were in his reign to be discharged), and who, by the Tanjore deed, have undertaken to discharge the just debts of the said Ameer Sing.

17. We cannot, therefore, conclude this letter without repeating our regret that your Honourable Court should have decided against including in the terms of your proposed compromise to the petty claimants that large body of men, who, without warning, legal or sufficient, as we hold, have been barred from executing the Tanjore deed, and thereby entitling themselves to the benefit of an adjudication under its provisions.

We have, &c.

(signed)

Thomas Cockburn.

Robert Harry Inglis.

John Hurdie Ravenshaw,

Office of the Commissioners
for investigating the Debts of the late Ameer Sing,
formerly Rajah of Tanjore,
17 April 1837.

— 14. —

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between Tanjore
Commissioners and
Court of Directors.

Gentlemen,

East India House, 18 May 1837.

THE Board of Commissioners for the Affairs of India having made application to the Court of Directors of the East India Company for a statement of the aggregate amount of business performed by the Tanjore Commissioners in this country since 4th July 1835, I am commanded by the Court to request such information as will enable them to satisfy the inquiries of the Board. Your attention is especially requested to a letter from R. Gordon, Esq., Secretary at the India Board, to P. Auber, Esq., dated the 4th July 1835, a copy of which is enclosed. It therein appears to have been ascertained, from information furnished by your assistant secretary, under your sanction, that the business then remaining to be transacted in England was divided into four classes, comprehending sixteen bonded claims, and amounting to pagodas 6,31,584.

I have, &c.

Thomas Cockburn, Esq.
Sir R. H. Inglis, Bart., M.P.
J. H. Ravenshaw, Esq.

(signed) *James C. Melvill.*

— 14 (a.) —

Sir,

India Board, 4 July 1835.

THE Commissioners for the Affairs of India have observed, in the minutes of the Court of Directors of the 17th ultimo, that the Commissioners appointed by an agreement, concluded on the 11th February 1824, to inquire into and adjudicate upon the claims of the creditors of the late Rajah of Tanjore, have addressed the Court upon the subject of the renewal of the powers which were conferred upon them by the Legislature.

An Act of Parliament was passed in 1824, and continued by a subsequent Act in 1830, "to enable the Commissioners acting in execution of the agreement between the East India Company and the private creditors of the Rajah of Tanjore the better to carry the same into effect." Under the provisions of this Act witnesses could be compelled to give testimony; oaths could be administered, and reports of proceedings were annually submitted to Parliament. By the expiration of this Act these powers are at an end; and the Commissioners acting solely by virtue of the agreement, are responsible neither to the Company nor this Board, and are not obliged to make any report of their proceedings.

Previously, however, to giving their sanction to the proposed application to Parliament, the Board deem it expedient that due inquiry should be made into the amount of business which remains to be transacted by the Commission in England and the expense attending it, and the corresponding Commission in India.

According to the reports made to Parliament, the aggregate amount of the Tanjore claims for specified sums is 40,30,573 pagodas, and the amount of those adjudicated was, on the 6th February 1834, 30,28,540, which amount has been since increased to 33,98,989 pagodas; namely, in favour of the claimants - - - pagodas 13,96,653.

Against them - - - - - 20,02,336.

- Pagodas 6,31,584, or 252,633 *l.* remain to be settled.

This remainder the Board understand, from information derived from the assistant secretary to the English Commission, given with the knowledge and sanction of that Commission, may be divided into four classes.

1st. Three claims, amounting to pagodas 1,12,813, (or 45,125 *l.*) reported upon in India, and transmitted back to that country for further information; one of them, amounting to pagodas 1,904, on the 6th of January 1834, and the others, amounting to pagodas 1,10,909, on the 10th and 15th ultimo.

2d. Six claims, amounting to pagodas 3,14,381, (or 125,752 *l.*) reported by the Commissioners in India to the Board here.

3d. One claim, amounting to pagodas 63,047, (or 25,219 *l.*) waiting for the receipt from India of the original bond of the Rajah.

4th. Six claims, amounting to pagodas 1,40,641, (or 56,254 *l.*) not yet reported from India.

With respect to two out of the three claims constituting class 1st, there is no probability of the Commissioners in England having the opportunity of making any further progress for 12 or 15 months to come.

Class 2, it is expected, will be finally adjudicated in the course of the present month; consequently after that period the only employment with respect to the above-mentioned claims which the Commissioners in England can have for a considerable time is the adjudication of one of the cases of class 1st, the single case in class 3d, or some or all of the six cases composing class 4th.

The Board are aware that this statement does not include the 568 claims of unspecified amount under investigation by the Commissioners in India, most of which, it is intimated in the letter from the senior Commissioner of 15th January last, will be found to come

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within the amount which the Commissioners in India are competent finally to decide; but some of these will probably be referred for the decision of the Commissioners in England. Nor does it include the 1,600 claims which have been brought forward since the expiration of the time limited for their reception; but it does not appear necessary at present to take further notice of them, because they may not be admitted at all, or may be admitted under a different arrangement.

A question has also been raised whether any of the claimants for unspecified amounts are parties to the original deed of agreement.

The expense attending the two Commissions appears to be :

In INDIA, on the 1st May 1833 :				Rupees.
Three Commissioners receiving,				
First Commissioner - - - - -				48,333
Second ditto - - - - -				30,915
Third - ditto - - - - -				18,549
Mahratta translator				10,950
With an establishment costing				12,177
And contingent charges				1,916
In ENGLAND :				1,22,940 or £. 11,534.
Three Commissioners, each 1,500 l.	£.	s.	d.	
With an establishment consisting of				
A secretary	900	-	-	
Assistant secretary	600	-	-	
Two clerks, each 300 l.	600	-	-	
Mahratta translator, also Professor at Haileybury	782	10	-	
Two messengers, 75 l. each	150	-	-	
Porter	54	10	-	
House-rent, stationery, coals, taxes, repairs, and other contingencies, about	330	-	-	
				7,917
TOTAL in India and in England, about				£. 19,451

The Board are fully aware of the difficulty which exists in closing the labours of these Commissions, but they feel that the attention of the Court of Directors should be called to the heavy expense of both Commissions, which is out of all proportion to the work remaining to be performed, and they will be happy to receive any suggestions for the diminution or extinction of it.

It might perhaps be advisable to refer all the cases still under consideration in India to the decision of the same authority to which the Carnatic petty claims have been referred, or to a similar authority, and the reports of such cases as should from their importance be transmitted to England might be submitted for adjudication to some eminent lawyer in this country, whose probity and talents should be unquestionable, and who would receive remuneration in proportion to his labour.

The Board, however, are confident that the whole subject will receive the serious consideration of the Court, and they will be glad to hear the result of their deliberations.

Peter Auber, Esq.

I have, &c.
(signed) R. Gordon.

— 15. —

Office of the Tanjore Commissioners,
Manchester Buildings, 23 May 1837.

Sir,

1. I AM directed by the Commissioners to acknowledge the receipt of your letter to them of the 18th inst., in which, by desire of the Honourable Court of Directors (in reference to an application from the Board of Commissioners for the Affairs of India, "for a statement of the aggregate amount of business performed by the Tanjore Commissioners in this country since the 4th July 1835"), you request such information as will enable the Honourable Court to satisfy the inquiries of the Board. You invite the special attention of the Tanjore Commissioners "to a letter from R. Gordon, Esq., secretary at the India Board, to P. Auber, Esq., dated the 4th July 1835," of which you enclose a copy; and, in referring to it, you use the following words: "It therein appears to have been ascertained, from information furnished by your assistant secretary, under your sanction, that the business then remaining to be transacted in England was divided into four classes, comprehending 16 bonded claims, and amounting to pagodas 6,31,584."

2. Whether

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2. Whether the 16 bonded claims can be correctly said to represent the whole of the business which, on the 4th July 1835, remained to be transacted in England, must depend upon the unspecified claims being all found to be of or under the amount of 1,000 rupees, the limit of claims reserved for the decision of the Commissioners at Madras, or upon the said unspecified claims being, without an investigation, under the deed, but, by compromise, all withdrawn from it, and otherwise disposed of. The Tanjore Commissioners never gave their sanction to a statement that, in July 1835, the 16 bonded claims represented all the business which might remain to be discharged here; and even in the case supposed, namely, that of all the petty claimants, parties to the Tanjore deed, withdrawing from it, releasing the same, and accepting the compromise, the Tanjore Commissioners in London are thereupon by general awards to release the Company from their liabilities under the deed.

3. With these observations, I am further directed to make, for the information of the Honourable Court, the following reply to your letter.

4. As the Honourable Court have transmitted a copy of Mr. Gordon's letter of the 4th July 1835*, directing as aforesaid the special attention of the Commissioners to it, it may be agreeable to the Honourable Court that it should form the ground-work of the observations which I am directed to make.

5. Mr. Gordon has divided the Tanjore claims, so far as they came within the scope of his letter, into four classes.

6. The three claims in question are, 1. pagodas 1,903.18.66. [Woolf]; the required communication in respect to which was received by this Board on the 15th November 1836, and thereupon the final award of this Board was passed in favour of one of the contending parties on the 19th December 1836. The amount due from the late Rajah of Tanjore was not the point requiring further investigation in India, but the right *inter se* of two parties, each of whom had submitted his claim to the Commissioners; such right depending principally on an original instrument, which had not, in the first instance, been sent home from Madras. 2. The second claim was that of Messrs. Arbuthnot & Co, at Madras, attornies for Vencat Row, for 24,709 p. 4 f. 70 c.; upon which, with some intermediate communication, the Commissioners have not yet received the final reply from the Commissioners at Madras. 3. The third claim was that of Messrs. Arbuthnot & Co., at Madras, attornies for Yeshwunt Rao Sindha, for 86,200 p. *24 f. 52 c.; upon which the Commissioners have received no other communication from the Commissioners at Madras, except an acknowledgment of the receipt of their despatch.

7. On the 12th August 1835, a few weeks after the date of Mr. Gordon's letter aforesaid, the Commissioners found it necessary to resolve to refer back for further investigation in India certain other claims, which they specified in their return to the Honourable House of Commons on the 31st August 1835; and the names and amount of which are printed (p. 84) in the papers of correspondence which this Board had the honour to transmit to the Honourable Court on the 9th November 1835, having previously, *i.e.* on the 11th September 1835, laid before the Honourable Court a manuscript copy of that part of the said papers and correspondence (No. 7, from p. 64 to 85, printed papers).

8. To save you the trouble of reference, however, I am directed to continue the list of claims which ought to be added to Class I. of Mr. Gordon's Analysis. They are as follows: viz.

	S. ps.	f.	c.
William Hart, attorney for Soorah Sooboo Chitty - - - - -	55,748	32	15
The late Colonel Mark Wilks, assignee and mortgagee of Soorah Sooboo Chitty - - - - -	1,10,301	10	63
The late Colonel Mark Wilks, assignee and mortgagee of Soorah Sooboo Chitty - - - - -	10,416	28	-
The late Honourable L. G. K. Murray, assignee of Veerasawmy, claiming under assignment from the said Soorah Sooboo Chitty - - - - -	1,10,304	7	-
		The	

* Printed by order of The House of Commons, 3 September 1835, No 582.

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The Honourable Court will understand that the aggregate of these claims is not the amount actually demanded; they represent, in whole or in part, one and the same debt, for which the several parties are contending under the Tanjore Commission.

9. As the instructions under which these claims were referred back to India show in detail the necessity of such reference, I am directed to transmit herewith a copy thereof, dated 7th September 1835.

10. To this reference the Commissioners in London have received no other communication from the Commissioners at Madras, except a letter acknowledging its receipt on the 18th February 1836, and mentioning the illness of a witness, who was expected to attend them in a month or six weeks, and a subsequent intimation, dated on the 23d August 1836, and received here on the 25th January 1837, that this principal witness, whom this Board had specially instructed them to examine, continued too ill to attend them; whereupon they were forthwith directed, by an overland despatch, to proceed at once to his house, four miles from Madras, for the purpose of examining him. These directions (dated the 31st January 1837) were conveyed by the Mediterranean mail of the 1st February 1837, and, it is trusted, have long since reached Madras; but, of course, no reply has yet been received in England. Original and duplicate were transmitted in the usual manner.

Mr. Gordon's letter of the 4th July 1835. Class II. Six claims, amounting to pagodas 3,14,381, or 125,752 l., reported by the Commissioners in India to the Board here.

No.	S. ps.	f.	c.
29.—	1,825	14	62
45.—	11,892	18	60
59.—	11,892	18	60

11. Three of these claims are the three removed, according to the last paragraph, to the Class I., inasmuch as they also have formed the subject of reference to India. The fourth claim appears by the printed papers, p. 84, already quoted, to be as follows: "A portion of claim, No. 29, reserved in favour of the estate of the late Alexander Macleod, esq., waiting a power of attorney from his representative to authorize the receipt thereof."

This power of attorney was received on the 23d December 1835, and the award thereupon issued on the 7th January 1836, and the certificate founded upon it was duly communicated to your Honourable Court on the 8th January 1836. The fifth and sixth claims are for one and the same identical sum: they are preferred by one and the same party, Mr. William Hart, as attorney for both the contending claimants, who are severally described as assignees of Soorah Sooboo Chitty. As this is the same person in whose transactions the several claims last referred back to India originated, the Commissioners in England felt that it was safer, and involved no delay in the close of the Commission, to wait till the return of the cases referred back to India before finally deciding upon the others also. Five of these claims are either so identical, or so connected, that the necessity of yielding to the appeal of one of the parties for a further reference to Madras (as stated p. 84, printed papers), imposed on this Board the duty of postponing the final consideration of all.

Mr. Gordon's letter of the 4th July 1835. Class III. One claim, amounting to pagodas 63,047, or 25,219 l., waiting for the receipt from India of the original bond of the Rajah.

12. The claim upon this bond is for 63,047 ps. 30 f. 16 c., and the bond itself was stated to have been lodged in a suit in the Supreme Court at Madras. The Commissioners there reported to this Board, on the 2d December 1835, that they had obtained possession of the bond in question, and that they purposed without delay to transmit it to this country, with their further report thereon. It has not yet been received.

Class IV. Six claims, amounting to pagodas 1,40,641, or 56,264 l., not yet reported from India.

13. The six claims in question, being for the aggregate sum (strictly) of 1,41,226 s. ps. 22 f. 56 c., were as follows, as stated in p. 84 of the printed papers and correspondence:

No. in the Report to Parliament.	S. ps.	f.	c.
21. William Hart, attorney for the heirs of Collore Vencataroyboo - -	10,590	25	-
37. William Hart, attorney for the heirs of Jerem Doss - -	18,120	-	-
43. R. A. Maitland, executor of the late B. Roebuck, assignee of Sadras Verderajah Moodeliar - - - - -	99,758	40	54
99. Veeru Govind Doss, assignee of Verjee Boi, widow of the late Kishen Doss Mothee Chund - - - - -	9,520	-	-
101. Balakistna Doss, son of Lutchmee Doss Sevajee - - - - -	641	7	22
104. Jumal Kahn, son of Cander Kahn - - - - -	2,595	33	60

The

The Commissioners had the pleasure of receiving, on the 15th November 1836, reports on two of the six claims, viz. the second and the fifth in the above list; and they proceeded forthwith to take the said cases into their final consideration, and on the 19th December 1836, passed their awards upon them. One was in favour of the parties, as evidenced by their certificate addressed to the Honourable Court, on the 22d December 1836; the other was against the claim, as was shown by a copy of the award thereupon, which was also communicated to the Honourable Court on the said 22d December 1836.

14. The following is an abstract of the preceding adjudications passed by this Board :

	<i>S</i>	<i>ps.</i>	<i>f.</i>	<i>c.</i>
Award No. 74, dated 7th January 1836, in favour of Alexander Norman Macleod, executor of Alexander Hume, formerly Macleod, (being a sum reserved in Award No. 52, in reference to a bond of the Rajah Ameer Sing, in the name of Lieutenant Macpherson) - - - - -	1,825	14	62	
(Remaining part of No. 29, in the Report to Parliament.)				
Award No. 75, in favour of Esther Woolf, widow and sole executrix of Robert Woolf, (being for certain sums reserved from certain awards as claimed by the said Robert Woolf, under an assignment for agency,) the aggregate whereof is - - - - -	1,903	18	66	
(Remaining part of Nos. 70, 19, 30, and 85, and 76, in the Reports to Parliament.)				
Award No. 76, in favour of the claim originally preferred by William Hart, attorney for the heirs of Jerem Doss, upon a bond of the Rajah Ameer Sing, in favour of the said Jerem Doss, (No. 37 in the Report to Parliament.)				
Aggregate amount of the claim, <i>S. ps.</i>	18,120.			
Of which there was allowed,				
To Esther Woolf, widow and sole executrix of Robert Woolf, assignee - - - - -	1,314	35	38	
To William Hart, assignee - - - - -	876	23	52	
To the legal representative or representatives of the Cottee of Gopaul Doss, Bejum Chund - - - - -	15,339	35	71	
	17,531	11	1	
Allowed - - - - -	21,260	2	49	
Disallowed balance - - - - -	588	30	79	
Disallowed by Award No. 77, against the claim of Ballakistna Doss, son and heir of the late Lutchmee Doss Jevajee, upon a promissory note of Trimbeck Sumbajee and Nagojee Sumbajee, vakeels of the Rajah Ameer Sing, (No. 101 in the Report to Parliament) - - - - -	641	7	22	
Disallowed - - - - -	1,229	38	21	
	22,489	40	70	
	<i>S. ps.</i>			

15. The Honourable Court are fully aware that the business of the Tanjore Commissioners in England necessarily depends on the proceedings of the Tanjore Commissioners at Madras.

16. In the beginning of the Commission certain claims were preferred originally before the Board in England, but by the regulations of the deed none could be decided without reference to India, where the accounts of the palace at Tanjore and the surviving servants of the Rajah were to be found.

17. The greater bulk of the claims was, however, in the first instance, and always has been, in India; and, at all events, every claim is to be subjected to a comparison there with the duffers and vouchers of the two parties, so far as they can be collected.

18. For some time the chief business of the Commissioners in England has been to stimulate others to supply the materials on which this Board might be enabled to close the Commission. That this Board has not neglected this duty, or any other which it was within their means to discharge as Tanjore Commissioners, they confidently appeal, not to their characters only, or to their assertions, but to those successive communications, whether to the Honourable Court at home, or to the Tanjore Commissioners at Madras, which have already been before the Honourable Court.* From them it will be seen that, whether the

* To the Honourable Court of Directors, 13 June 1836, VIII. 1.—From the Honourable Court, 7 July 1836, VIII. 2.—To the Honourable Court, 11 July 1836, VIII. 3.—To the Honourable Court, with 12 Enclosures, 4 August 1836, VIII. 4.—From the Honourable Court in reply, 6 October 1836, VIII. 5.

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the proceedings of the Commissioners in India were interrupted by the acts of others, or were delayed by any cause more immediately under their own control, this Board has never failed to represent the evil to the Honourable Court, or to them, with a view to such remedy as the case might admit.

19. For instance, Mr. F. W. Russell, the third member of the Commission at Madras, was subjected, by the act of the Supreme Government, to a forfeiture of his just expectation of succeeding to the income, when he succeeded to the station, of the second Commissioner there. The economy, the Commissioners in England venture to think, did not deserve the name, because, though the Honourable Court, on the 6th December 1832, in answer to their representation, were pleased to order that the salary should be restored and continued to Mr. F. W. Russell, that gentleman, to whose experience as well as talents the Commission was largely indebted, had already left India for this country. His place remained practically unfilled for a considerable time: the first gentleman appointed resigned, on the ground of ill-health, soon after his arrival at Madras; and his successor did not take his seat at the Tanjore Board there until the 1st January 1834.

20. Again, when the efficiency of the Commission was impaired in another way, viz. by throwing upon the Tanjore Commissioners other work than that which devolved upon them as such, the Tanjore Commissioners here represented to the Honourable Court the inexpediency of the measure, because it was clear to them, and they hoped that it would be clear to the Honourable Court, that whatever delayed the final discharge of the duties of the Tanjore Commissioners in India, not only continued the expense of its machinery there, but necessarily involved the continuance of the Tanjore Commission in England, the expense of which the Honourable Court were naturally anxious to close, but which was protracted by the very measures which their own Government adopted in India.

21. Again, when the services of the Mahratta translator were likely, on a proposed reduction of his salary, to be withdrawn from the Board in India, the Tanjore Commissioners here felt so strongly the justice of the appeal made to them by the Commissioners there on this subject, that they hastened forthwith to convey it to the Honourable Court, with the strongest expression of their hope, that they would not suffer the service to be crippled, and their own expenses ultimately increased, by the temporary saving of a salary of a few hundred rupees, which saving might induce either the chance of an imperfect decision, or the prolonged existence of the Commission itself.

22. Above all, the Commissioners here feel that in the suggestion which they made to the Honourable Court, in paras. 23-29 of their letter of the 3d February 1837, (a suggestion by which, saving the rights of all parties, they proposed that the unspecified claims might be considered without reference to the Tanjore deed,) they gave the strongest evidence of their desire to close the Commission as speedily as was consistent with the interests of other parties, and that they were anxious for nothing more than justice to the cases of the natives of India, whose claims, by the fifth clause of the deed, are stated to be entitled to a preferable consideration.

23. The Commissioners direct me to add; that they owe it to themselves to repeat that, under the mode of investigation prescribed by the Tanjore deed, which requires the constant co-operation of a subordinate Board at Madras for the examination of the palace records, and for the transmission of reports and evidence to this country, they are not, and cannot be, responsible for the quantity of work to be done here; but they are responsible for the way in which it is done; and they are further responsible, morally, though not legally, for the endeavour to use every means within their power that they shall be duly supplied with such work.

24. The Commissioners do not presume to inquire what were the precise injunctions from the Honourable Court to the Indian Government (to which the Honourable Court referred in their letter to R. Gordon, Esq., dated 9th July 1835),

VIII. 5.—To the Honourable Court, 20 January 1837, VIII. 7.—From the Honourable Court, in reply, 23 March 1837, VIII. 11.—To the Honourable Court, 3 February 1837, with despatches from the Commissioners in India, of the 23 August and 6 September 1836, VIII. 8.—To the Honourable Court, 2 March 1837, VIII. 9.—From the Honourable Court, 10 March 1837, VIII. 10.—From the Honourable Court, 13 April 1837, VIII. 12.—To the Honourable Court, with Enclosures, 17 April 1837, VIII. 13.

1835), and which were to accelerate the progress of the Commissioners in India. The Honourable Court stated in that letter as follows: "The draft of a further despatch to this effect is now before the Board;" nor do they advert to an expression which accompanied that statement, because the Honourable Court were pleased, in a subsequent letter to the same gentleman, 23d July 1835, to state, that in using it, they had "not the remotest intention of casting any imputation upon the Commissioners in England, or of implying in the least degree that any delay had arisen which they might have avoided." The Commissioners feel the courtesy with which this explanation was given. But, in reference to the fact of certain injunctions having been prepared by the Honourable Court, with a view to a given object, as stated by the Honourable Court, I am directed by the Commissioners to observe, that whatever those injunctions may have been, and whatever success might have been anticipated by the Honourable Court from their Indian Government receiving and acting upon them, the Tanjore Commissioners here not having, after the expiration of a year, found any result whatever from them, and not having received the expected returns from India, applied to the Honourable Court to be informed what reply they had received to the said despatch so drafted and submitted to the India Board, and having been informed, in answer, that the same had not been sent out to India, they addressed the Honourable Court in a letter, dated the 11th July 1836, to which I am directed by the Commissioners respectfully to recal the attention of the Honourable Court.

25. The substance of every answer which can be addressed by this Board to the Honourable Court, in reference to any question touching the probable duration of the Tanjore Commission, is contained in the closing sentence of the report of the Commissioners to the Honourable House of Commons on the 31st August 1835, namely, "that it must depend in great measure, first, upon the Commissioners in India returning the necessary information still required in cases already in part investigated, and transmitting their reports on cases not as yet at all submitted to this Board; and, secondly, upon any measures which may be adopted by the East India Company, in reference to the withdrawal from the Tanjore deed of the unspecified claims."

26. The Commissioners cannot acknowledge the communication of the Honourable Court without drawing their attention to the facts, that while, with the exception hereinbefore noticed, there has been apparent, and as yet unexplained, delay on the part of the Commissioners at Madras in furnishing the Board here with the information requisite to enable them to adjudicate the bonded claims, which, at any rate, must, under the deed, be decided here, those gentlemen are all, comparatively, new in the office at Madras; that the two, now the senior members, laboured, for a considerable time, under the disadvantage of being practically deprived of the services of the late Mr. Fauquier, their then senior, while, at the same time, they laboured under the further disadvantage of a difference of opinion between themselves, which prevented any measure having the assent of a majority of the Board. They were also for a time without the aid of a Mahratta translator. They were likewise withdrawn for a time from the duties of Tanjore Commissioners by having those of the Government Carnatic Commissioners imposed upon them. But above all, it may be observed, in reference to the non-receipt of reports here upon the bonded claims, that the Commissioners at Madras, as appears by their minutes on the question of the "petty claims," seem to have been sedulously engaged in the examination of the Tanjore dufters in relation to the said "petty claims." This special occupation of their time, together with the other circumstances hereinbefore adverted to, ought not to be overlooked, either by the Honourable Court or by this Board, when inquiring into the causes which have hitherto delayed the transmission from Madras of the reports of the Commissioners there upon the bonded claims remaining for final adjudication in England.

James C. Melvill, Esq.
&c. &c. &c.

I have, &c.
(signed) George Parkhouse,
Secretary.

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—16.—

Gentlemen,

East India House, 30 November 1837.

WITH reference to my letter of the 12th ultimo, stating that a warrant had been passed to enable you to discharge half a year's salary due to Lieutenant-colonel J. Michael, on the 29th September last, as Mahratta translator to the Tanjore Commission, and his travelling expenses up to the 24th June preceding, I am commanded by the Court of Directors of the East India Company to request, that, in order to enable the Court to reply to some inquiries which they have received from the Board of Commissioners for the Affairs of India, you will inform me on how many occasions attendance was given by Lieutenant-colonel Michael at your office, and what labour was performed by him in the execution of his appointment, from the 9th of July 1835 to the date of Mr. Parkhouse's letter to me of the 23d May last.

I am also to request, that, in continuation of the information supplied to the Court in Mr. Parkhouse's letter above mentioned, they may now be furnished with a statement of the amount of business which has been performed by the Commissioners in England from the date of that letter up to the present time,

I have, &c.,

Thos. Cockburn, Esq.
Sir R. H. Inglis, Bart., and
J. H. Ravenshaw, Esq.

(signed) *James C. Melvill*, Secretary.

— 17. —

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
4 December 1837.

Sir,

I AM directed by the Commissioners to acknowledge the receipt of your letter of the 30th November, requesting, by direction of the Honourable Court of Directors, first, that, in order to enable them "to reply to some inquiries which they have received from the Board of Commissioners for the Affairs of India," you might be informed "on how many occasions attendance was given by Lieutenant-colonel Michael at the Tanjore office, and what labour was performed by him in the execution of his appointment, from the 9th July 1835 to the date of Mr. Parkhouse's letter of the 23d May last;" and secondly, that, in continuation of the information supplied in that letter, the Court, "may now be furnished with a statement of the amount of business which has been performed by the Commissioners in England from the date of that letter up to the present time;" and, in reply, I am directed to state, in reference to the first point, that Colonel Michael has always attended whenever summoned at this Board, and also on other occasions, but that his personal attendance has not been frequent, in proportion to the number of translations made by him, because such attendance has not been generally necessary, the papers which required translation being ordinarily sent down to him at Haileybury College, in order that his duties there might be interrupted as little as possible. In the interval in question they have only once addressed any summons to him requiring his personal attendance, but have received from him translations No. 1,173 to 1,190. The number of translations must, of course, depend on the number of original papers transmitted in a given period.

2. In reference to the second point in your letter, I am further directed to state, in continuation of the information supplied on the 23d May last, that the Commissioners have awarded a sum of star pagodas 12,173. 1. 41. in favour of the parties preferring a claim, and a sum of star pagodas 12,536. 3. 29. against the same. The award No. 78, is referred to in Mr. Playfair's letter to you of the 20th November 1837, in relation to the claim of Vencat Row, No. 72 in Madras Gazette, No. 88 in Report to Parliament.

3. The Commissioners presume, that by the "amount of business," the Honourable Court desire to know the amount in money decided in respect to Tanjore creditors; and they have, accordingly, made the above statement; but they cannot refrain from taking this and every other opportunity of expressing their

their regret, that, while they discharge all the business before them without a day's delay, as it comes in, there should still be wanting the due and regular supply from India of the cases remaining there for previous investigation, without which supply, as fully stated in my letter of the 23d May 1837, (to which letter, and particularly to para. 18 thereof, they respectfully invite the attention of the Honourable Court,) the Commissioners here cannot close the Tanjore Commission.

4. For the convenience of reference, I am directed to transcribe the para. in question.

*“ For some time the chief business of the Commissioners in England has been to stimulate others to supply the materials on which this Board might be enabled to close the Commission. That this Board has not neglected this duty, or any other which it was within their means to discharge as Tanjore Commissioners, they confidently appeal, not to their characters only, or to their assertions, but to those successive communications, whether to the Honourable Court at home, or to the Tanjore Commissioners at Madras, which have already been before the Honourable Court. From them it will be seen that, whether the proceedings of the Commissioners in India were interrupted by the acts of others, or were delayed by any cause more immediately under their own control, this Board has never failed to represent the evil to the Honourable Court, or to them, with a view to such remedy as the case might admit.”

5. The references in the margin of the para. thus quoted would not be complete without my being directed to state that the Commissioners here have lost no subsequent opportunity of calling the attention of the Commissioners at Madras to the importance and the duty of closing the business of the Tanjore Commission with the least possible delay. For this purpose, they addressed them as follows, on the 25th July 1837:—

“ We cannot withhold from you the expression of our surprise and disappointment that the Java, which left Madras on the 5th March last with Sir Frederick Adam, late Governor of Fort St. George, and which arrived in England on the 17th instant, has not brought us one letter or report from your Board. We feel considerable regret on every account in acquainting you, that from the 2d May last to the present 25th day of July, we have received no despatch from you. The last which reached us bore date the 31st December 1836. We cannot of course assume that none have been transmitted by you, nor even, if none have been transmitted, that you may not be able to justify the apparently inexplicable omission; but we owe it to you, as well as to ourselves, to call upon you, first, without a day's delay, on the receipt of this despatch, to set forth the causes which, unless, indeed, your despatches have miscarried, have prevented you from addressing us; 2dly, that with the least possible delay you will, at any rate, proceed to complete the investigation of the bonded claims remaining before you, and thereupon to transmit your reports in reference thereto; and 3dly, that you will communicate to us the proceedings adopted in respect to the compromise to be tendered to the petty claimants, whether parties to the deed or otherwise.

2. “ You cannot wonder at our regret and surprise at these circumstances, when you recollect that on the 27th August 1835 one of your members stated, in his memorandum of that date, that there appeared no reason why, under certain circumstances, therein stated, the Commission might not be closed within a year from that time; and that another of your members observed, in his minute of the 14th December 1835, that the bonded claims, in all probability, will be settled, that is, the awards received by this (the Madras) Board and the bonds issued by the accountant-general, by the middle of the year 1837. That period has now passed; and though two reports were received by

* To the Honourable Court of Directors, 13 June 1836, VIII. 1.—From the Honourable Court, 7 July 1836, VIII. 2.—To the Honourable Court, 11 July 1836, VIII. 3.—To the Honourable Court, with 12 Enclosures, 4 August 1836, VIII. 4.—From the Honourable Court, in reply, 6 October 1836, VIII. 5.—To the Honourable Court, 20 January 1837, VIII. 7.—From the Honourable Court, in reply, 23 March 1837, VIII. 10.—To the Honourable Court, 3 February 1837, VIII. 8, with despatches from the Commissioners in India, of the 23 August, VIII. 8. a. and 6 September 1836, VIII. 8. i.—To the Honourable Court, 2 March 1837, VIII. 9.—From the Honourable Court, 10 March 1837, VIII. 10.—From the Honourable Court, 13 April 1837, VIII. 12.—To the Honourable Court, with Enclosures, 17 April 1837, VIII. 13.

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Court of Directors.

by us from you on the 15th November 1836, the first step in the above series has not yet been completed, namely, the arrival in this country of all the reports which at the time in question remained to be forwarded from you to us."

6. To the same purpose we wrote as follows, on the 10th October 1837: "As in your despatch to us of the 29th April, last noticed, you have acknowledged the receipt of our letter of the 21st October 1836, enclosing to you a copy of the instructions which the Honourable Court of Directors had addressed to their Government of India, for the purpose of accelerating the progress and early termination of the proceedings under the Tanjore Commission at Madras; and as in consequence you are aware, not more from those instructions than from all our letters upon the subject, that there is the strongest and justest anxiety among the authorities here to attain that object without any other delay than may be incident to an examination of the rights of all parties under the Tanjore deed, we need only here refer to our last letter on the same subject, dated the 25th July 1837, and to state that we have as yet received no further reports, and to reiterate our instructions, that no time may be lost in transmitting to us full and complete reports on all the cases which remain unreported."

7. On the subject of the business in the class of petty claimants, I am directed to refer you to the letter of this Board to the Honourable Court of the 21st November 1837, the last which, on that subject, has been addressed by this Board to the Honourable Court.

8. To these quotations and references the Commissioners think it unnecessary to add more than one general observation, namely, that, under the actual state of the Commission, this Board is rather in the nature of a court of appeal than a court of original jurisdiction, and cannot, therefore, advance a step beyond the consideration and decision of cases which others may be prepared to lay before them.

9. It is due, at the same time, to the Commissioners at Madras, and the Commissioners here direct me accordingly to add, (1.) that though there has been a great, and as yet unexplained, delay in the transmission from Madras of reports on bonded claims, the attention of the Board there appears, from many communications already before the Honourable Court, to have been much and mainly directed to the business of the petty claims, and to the withdrawal of them from the Tanjore deed; and (2.) that by a late despatch from them, dated 9th June 1837, received here on the 14th November 1837, they state in their closing para. as follows: * * * "We hope at an early date to transmit our reports on the few remaining bonded claims before us, which it shall be our anxious endeavour to draw up in a form and manner so clear as to render unnecessary further reference to us; a course which, at this late stage of proceedings, it is more than ever desirable to avoid."

J. C. Melvill, Esq.
&c. &c. &c.

(signed) I have, &c.
George Parkhouse, Secretary.

IX.

COPIES OF EXTRACTS OF CORRESPONDENCE between the *Tanjore*
Commissioners in *England* and those at *Madras*.

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 1. (A. 1.) —

To *F. Fauquier, Henry James Chippindall, and A. Grant, Esqrs.*, Commissioners appointed to act in India for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore.

Gentlemen,

1. WE have the honour to acknowledge the receipt of your duplicate despatch of the 29th May, and of your original despatch of the 27th June last, which together reached this office on the 6th inst., having been brought to England per ship Claudine.

2. As

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

2. As we have received no other communication from you since the 19th May last, when your despatches of the 15th January and 2d and 6th February last reached us; as the letters now acknowledged do not refer to any other communication made or to be made by you, and as they contain nothing beyond the mere acknowledgment of the receipt of despatches from this Board (some dated a year and a half before the 29th May last, and which were probably in India a full year before that date), we cannot but express our surprise and regret at this apparent, and as yet unexplained, neglect of our instructions to you.

3. We lose no time in transmitting to you a list of the specified claims on which your reports are still wanting, and also a note of the dates of our several instructions, your replies to which are also wanting.

4. We think it our duty, specially and urgently, to call your attention to the immediate preparation and despatch of your reports on all the specified claims remaining before you, so soon as you shall be satisfied thereon respectively; accompanying the same with the original documents, and with copies of all the evidence required, in order that there may not be, in relation to those cases, any such delay as, in consequence of certain omissions in the cases noted in our despatches of the 10th June, 15th June, and 7th September last, has necessarily intervened in our adjudication of other claims.

5. We have to call your particular attention to the necessity of your furnishing us forthwith with a statement of the circumstances which have led to the failure of your expectation* that the Tanjore Commission, so far as your proceedings were concerned, would be closed in the year 1832; together with a statement of the causes which still interpose an obstacle to such close.

6. In the course of the last Session of Parliament certain returns were required by the House of Commons in relation to this Commission. Copies of those returns, as printed by order of The House, have this day been delivered to us; and we take this opportunity of transmitting, in original and duplicate, copies thereof, for the information of your Board.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
9 November 1835.

— 2. (A. 2.) —

To *F. Fatquier, Henry James Chippindall, and A. Grant, Esqrs.*, Commissioners appointed to act in India for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore.

Gentlemen,

WE have the honour to acknowledge the following despatch from your Board, received this day, per ship Lord William Bentinck.

Original letter of 29th May 1835, acknowledging receipt of despatches.

2. Referring you to our despatch of the 9th ult., we have only to add that we have received no reports from you by any of the recent ships from Madras, the latest private letters received from thence being dated in July last.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
11 December 1835.

IX. 4. Original
received per ship
Juliana, 1 June
1836.
Duplicate acknow-
ledged in letter of
29 Nov. 1835.

* Despatch, dated Madras, 3 November 1832, referring to an Enclosure addressed to the Secretary of the Government of Fort St. George, on the 20th October 1832.

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 3. (A 3.) —

To *F. Fauquier, H. J. Chippindall, and A. Grant, Esqrs.*, Commissioners appointed to act in India for investigating the Debts of the late *Amcer Sing*, formerly Rajah of Tanjore.

Gentlemen,

HAVING in several letters, dated as in the margin, acknowledged the receipt of certain despatches from your Board, also dated as in the margin, which despatches contain, with little exception, nothing but a bare acknowledgment of the receipt of despatches from us, and understanding that the last ships expected to leave Madras in October last are now arrived, without bringing any further communication to us, we feel it to be our imperative duty again to call your attention to the state of the business before you, and the consequent state of the business before us, and our inability to make that progress in the discharge of our office which our duty and our inclination would alike prompt. We therefore again direct you, without delay, to forward to us your reports on all the cases which remain for our adjudication; and to accompany such reports with a statement of the causes of the delay which has hitherto taken place; and if no such reports can be transmitted on the immediate receipt of this despatch, to state at once the causes thereof, and the matters in which your time and labours have been employed since the date of your two last reports,

being the 15th January 1835.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
11 February 1836.

— 4. (A. 4.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq.*, Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

WE have the honour to acknowledge the receipt of the undermentioned despatches from your Board.

On the 11th May last, per ship *Asia* :—

Original received
per ship *Juliana*,
1st June 1836.

Duplicate letter, dated 9th November 1835, acknowledging the receipt of this Board's duplicate despatch, dated 29th May, and original despatch, dated 27th June 1835, per ship *Claudine*; transmitting list of specified claims on which information is still wanting, and requiring an immediate reply; calling for information respecting the Tanjore Commission not having been terminated as early as was expected in 1832, and forwarding copy of printed correspondence laid before the House of Commons.

Original received
per ship *Juhana*,
1st June 1836.

Duplicate letter, dated 11th December 1835, acknowledging receipt of this Board's despatches by the ship *Lord William Bentinck*,

On the 12th May, per ship *Malcolm* :—

Duplicates received
per ship *Kellie*
Castle, 26th May
1836.

Original letter, dated 7th January 1836, acknowledging receipt of despatches by the ship *New Grove*.

Original letter, dated 8th January 1836; transmitting award No. 74, and certificate No. 62.

On

On the 26th May, per ship Kellie Castle :—

Original letter, dated 2d February 1836, acknowledging receipt of despatches per ships Royal William and Sesostris, and remarking that no duplicate letter of the 15th January 1835, with reports No. 80 and No. 81, had reached your Board.

IX.
Duplicate received per ship Sir Edward Paget, 6th June 1836.

Office of Tanjore Commissioners, }
13 June 1836.

We have, &c.
(signed) *H. J. Chippindall.*
Alexander Grant.

— 5. (B. 1.) —

EXTRACT LETTER from the Tanjore Commissioners in England to the Commissioners in India, under date 12th April 1836.

Para. 2. “ WE cannot repress the observation which forcibly occurs to us, namely, that, in the communications recently addressed by your Board to us, you have been content to acknowledge the mere receipt of despatches from this Board, even in cases in which the object of those despatches was so limited that your enclosure of the documents therein pointed out, and admitted to be in your possession, would have satisfied our requirements, and have enabled you to answer as well as to acknowledge them. This is the case with our letter of the 19th May 1835, which noticed the fact of the Evidence No. 9 of Report 80, and No. 8 and No. 9 of Report 81 not having been forwarded with the respective reports. Again, it is the case with our letter of the 15th June 1835, in which we called upon you to transmit to us the evidence to which you refer as taken by your first Commissioner upon the same reports. The first of these letters was received by you on the 22d September; the second, on the 26th October 1835; and, as we have despatches from your Board dated on the 2d December, there appears to have been time, even in the shorter of the intervals, for the transmission of the evidence here in question. We may add, that we have reason to believe that there are letters in England dated at the close of the said month of December.

3. “ Other despatches from us required, of course, research and consideration, and we do not therefore include them in these observations; but we feel it to be our duty to express our strong regret and disappointment at the continued delay which is interposed to the progress and completion of the investigation committed to us.”

— 6. (B. 2.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq.,* Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

WE have the honour to acknowledge the receipt of the undermentioned despatches from your Board.

On the 20th September 1836, per ships Sesostris and Royal William :—

Original duplicate and triplicate letters, dated 12th April 1836, acknowledging the receipt of despatches, per ship Barretto Junior, &c.

Original and triplicate per ship Sesostris; duplicate per ship Royal William.

On the 20th September, per ship Royal William :—

Original letter, dated 16th May 1836, acknowledging the receipt of the letter, dated 22d December 1835, giving cover to the final papers in relation to award No. 60 and certificate No. 51.

Duplicate received on the 22d September per ship Repulse.

On the 22d September 1836, per ship Repulse :—

Original letter, dated 18th May 1836, acknowledging the receipt of despatches, per ships Bolton and Prince George, the latter reporting the absence of the senior Commissioner on sick certificate.

Triplicate acknowledged on the 22d August, and the duplicate received on the 3d October, per ship Thomas Grenville.

Office of Tanjore Commissioners, Madras, }
5 October 1836.

We have, &c.
(signed) *H. J. Chippindall.*
Alexander Grant.

— 7. (C. 1.) —

IX.

Correspondence
between Tanjore,
Commissioners in
England and those
at Madras.

To *H. J. Chippindall* and *A. Grant* Esqrs., Commissioners appointed to act in India for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore.

Gentlemen,

WE have the honour to acknowledge the receipt this day of the following despatches from your Board, viz.

Per ship Bolton :—

Duplicate letter and enclosures of 22d December 1835.

And per ship Prince George :—

Original letter of 7th January 1836.

Stating that the senior Commissioner, from severe indisposition, had obtained a medical certificate, and had left Madras on the 11th November last. A copy of this letter we have transmitted for the information of the Honourable Court of Directors of the East India Company.

2. We regret much, on every account, the illness of your first Commissioner; and trust that he may soon be restored to health, and enabled to resume his duties.

3: It is not without pain that we notice the irregularity incident to your proceedings in this matter. The medical certificate in question is dated, we presume, in November; at any rate the first Commissioner left Madras, according to your statement, on the 11th November; yet on the 19th of that month you addressed a despatch to us without noticing the fact; and have twice since, viz. on the 2d and 22d December, dated despatches to us, equally without any intimation of the circumstance.

4. It is with more than equal regret that we have to observe, that you have not as yet supplied the answers which we had expected, in reference to our former instructions.

We have, &c.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
18 May 1836.

— 8. (C. 2.) —

To *Thomas Cockburn*, Esq., *Sir Robert Harry Inglis*, Bart., and *John Hurdis Ravenshaw*, Esq., Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

WE have the honour to acknowledge the receipt of the undermentioned despatches from your Board.

On the 14th of June, *via* Malta :—

Original letter, dated 29th March 1836, acknowledging the receipt of despatches, per ship *True Britain*.

Original letter, dated 30th March 1836, acknowledging the receipt of this Board's despatch, dated 2d December 1835, and forwarding the original bond for 5,905 pagodas in favour of *Stree Dhur Mahetta*.

On the 1st July last, per the ship *Windsor* :—

Original letter, dated the 11th February 1836, requesting this Board to forward reports on the cases which remain for adjudication; and if no such reports can be transmitted immediately after the receipt of the despatch, to state the causes thereof.

On the 29th July 1836, *via* Malta, &c. :—

Triplicate letter, dated 18th May 1836, acknowledging the receipt of this Board's despatches, per ships *Bolton* and *Prince George*, the latter reporting the absence of the senior Commissioner on sick certificate.

We have, &c.

(signed) *H. J. Chippindall.*
Alexander Grant.

Office of Tanjore Commissioners, }
Madras, 22 August 1836. }

Original acknow-
ledged on the 16th
instant.

Duplicates re-
ceived per ship
Orient, 6th Au-
gust 1836.

IX. 3. of this
series.
Duplicate received
per ship *Orwell*,
13th July 1836.
Triplicate received
per ship *Asia*.

IX. 7. of this
series.

— 9. (D. 1.) —

COMMISSIONERS in *India* to the Commissioners in *England*, of
1 March 1836.

(Given before, *vide* VIII. 4. a.)

IX.
Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 10. (D. 2.) —

To *F. Fauquier*, *H. J. Chippindall* and *A. Grant*, Esquires, Commissioners
appointed to act in India for investigating the Debts of the late *Ameer Sing*,
formerly Rajah of Tanjore.

Gentlemen,

1. WE have the honour to acknowledge the receipt this day of the following
despatches from your Board.

Per ship Duke of Argyll :—

Duplicate letter, dated 25th February 1836, acknowledging the receipt of an
original and duplicate despatch, &c.

Duplicate letter, dated 1 March 1836, with several enclosures, being copies
of minutes, &c. &c. on the subject of the present state of the business of
your office, in connexion with the probable period of the winding-up of the
Tanjore Commission; and original letter, dated 14th March 1836, enclos-
ing copy of a letter from Y. Veerasawmy to your Board.

VIII. 4. a.

2. Without adding other observations, which the first perusal of these des-
patches has already suggested to us, and which we shall take an early opportu-
nity of communicating to you, we cannot omit the immediate occasion of
repeating the expression of our disappointment and regret at not having
received any reports from you on the claims which remain for your investi-
gation; we refer specially to those claims on which no original reports from
you have yet been received by us.

We have, &c.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
1 August 1836.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

— 11. (D. 3.) —

To *F. Fauquier*, *H. J. Chippindall* and *A. Grant*, Esquires, Commissioners
appointed to act in India for investigating the Debts of the late *Ameer Sing*,
formerly Rajah of Tanjore.

Gentlemen,

1. WE had the honour on the 1st instant to acknowledge the receipt of your
several despatches, dated the 25th February and the 1st and 14th March last,
and in that acknowledgment we intimated our intention of forwarding to you
the observations which occurred to us on the several subjects thereof.

2. As the mode of dealing with the principal of those subjects, viz. the best
mode of bringing to a close the proceedings of the Tanjore Commission in
a manner consistent with justice to all parties under the Tanjore deed, must
necessarily be left to the judgment of the Honourable Company, out of whose
resources the fund for discharging the claims found due, and the expense of
investigating them, must come, we have felt it to be our duty to address a
letter to the Honourable Court of Directors at once upon the subject; and, in
order to place our views fully before you, we transmit to you herewith a copy
of that letter, bearing date this day.

3. Though, from a perusal of that letter, you would sufficiently collect our
wishes in regard to your own proceedings, yet it is expedient that we should
255. directly

Enclosure:
Copy letter to the
Honourable Court
of Directors, under
date 4th August
1836.

VIII. 4. of these
Papers.

IX.

Correspondence
between Tanjore
Commissioners
in England and
those at Madras.

directly instruct you (according to the terms recited in our 32d para. to the Honourable Court) forthwith to prepare a general list of all the natives in the class of petty claimants, distinguishing those originally noticed by you as represented by the late Mr. Edward Gordon from those in that supplemental list to which you first called our attention in your report, dated 31st December 1834, as noticed in our despatch of the 27th May 1835. The number in that supplemental list was first stated to be "1,600, chiefly for arrears of pay." A marginal note to the minute of the second member of your Board describes that number as now "about 2,000 claims." In a column opposite to each name you will state the amount claimed, that is, the rate of monthly pay, wherever it may be specified; or, if otherwise, the general fact that the party refers to the dusters. You will state in another column whether the party have executed the deed, and whether by himself or by agent; and if by agent, naming him, and referring to the authority under which he claimed to act. If, on the contrary, the party have not executed the deed, you will state whether he delivered his claim in person at your office; and, if so, whether he offered to execute, or had an opportunity of executing, the Tanjore deed. Lastly, you will state to us when you first became aware of the existence of the supplemental list in question, and what measures you took to ascertain the time and circumstances at and under which the claims therein were entrusted to Mr. Edward Gordon. You will specially furnish us with information as to the time when Mr. Edward Gordon, as representing any of the said parties, executed the Tanjore deed; and you will, as already required in our despatch of the 27th May 1835, furnish us with a copy of his letter to you, laying the first list before you; and also copy of the letter of his executor, Mr. Ouchterlony, laying the supplemental list before you; and, as the number in that list, or at least in that class, appears now to have been raised from 1,600 to 2,000, you will state when and under what circumstances such increase has accrued; and, generally, you will communicate to us all such information as you possess in relation to the whole class.

We have, &c.

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
4 August 1836.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

— 12. (D. 4.) —

Enclosures :
Copy letter from
Mr. Secretary
Melvill, under date
6 October 1836.
VIII. 5.
Copy of a despatch
from the Honourable
Court of Directors
to the Governor-
general in Council,
under date
21 September 1836.
VIII. 5. a.

To *F. Fauquier, H. J. Chippindall, and A. Grant, Esqrs., Commissioners appointed to act in India for investigating the Debts of the late Ameer Sing, formerly Rajah of Tanjore.*

Gentlemen,

WE had the honour to transmit to you, on the 4th of August last, a copy of our address to the Honourable Court of Directors on the subject of your several communications respecting the Tanjore claims of unspecified amount, and now enclose a copy of the Honourable Court's reply, of the 6th instant, together with a copy of their despatch to the Governor-general, bearing date the 21st September last. We rely on your most zealous exertions to carry the plan of compromise therein suggested into execution with the least possible delay.

We have, &c.

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
10 October 1836.

(signed) *Thomas Cockburn,*
John Hurdis Ravenshaw.

— 13. (D. 5.) —

EXTRACT LETTER from the Tanjore Commissioners in India to the Commissioners in England, dated 20th July 1836.

Para. 3. "HAVING been almost exclusively engaged since the receipt of this despatch in preparing a preliminary reference to Government, with the details necessary, previous to carrying the orders of the Governor-general with regard to the offer of a compromise to the claimants for arrears of pay into effect, we have been prevented from forwarding our report of claims Nos. 55 and 103 of the Gazette, which is nearly completed, and which we hope to transmit by the next opportunity. We shall also have the honour at an early date to reply at length to the letter of your Board of the 27th May 1835, requiring information regarding the unspecified claims for arrears of pay, with the explanation of a delay in this matter, which we would willingly have avoided."

VIII. 4. m. of
these Papers.

— 14. (D. 6.) —

EXTRACT LETTER from the Tanjore Commissioners in India, to the Commissioners in England, dated 31st December 1836, acknowledging receipt of Despatches.

"Duplicate letter, dated the 1st August, acknowledging the receipt of our duplicate letters of the 25th February and 1st March, and of our original despatch, dated 14th March 1836.

"Original letter, dated 4th August 1836, respecting the claims for arrears of pay, forwarding to us copy of a letter from your Board to the Honourable the Court of Directors on the subject, and requesting a general list of the petty claimants may be prepared and forwarded to you, with all such information as we possess in relation to the whole class of these claimants."

— 15. (E. 1.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq., Commissioners in England for investigating the Tanjore Debts.*

Gentlemen,

1. It is with sincere pain, a feeling in which we are persuaded your Board will participate, that we have to communicate the demise, on the 3d instant, of Mr. F. Fauquier, who for so long a period, and with such distinguished ability, filled the situation of senior member of this Board.

2. The long continued illness which preceded this melancholy event having entirely deprived us of Mr. Fauquier's invaluable assistance since his return from Tanjore in 1834; we still hoped that his health might have been restored, and in that hope we have delayed replying to some inquiries of your Board, regarding which he alone could have given the desired information.

3. We shall now, however, without loss of time, transmit to your Board such information upon the subject we allude to as we can procure, or the records of the office, of a date antecedent to our own appointment to the Board, can supply.

We have, &c.

(signed) *H. J. Chippindall.*
Alexander Grant.

Office of Tanjore Commissioners, Madras, }
23 August 1836. }

IX.
Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 16. (E. 2.) —

To *H. J. Chippindall* and *A. Grant*, Esqrs., surviving Commissioners appointed to act in India for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore, or to the Commissioners for the time being.

Gentlemen,

WE have the honour to acknowledge the receipt, this day, of your despatch of the 23d August 1836, announcing to us the melancholy event of the death of Mr. F. Fauquier, senior member of your Board.

* * * * *

We were not aware till the statement in your 2d para. that you had been so long deprived of the assistance of Mr. F. Fauquier. It appears, from that statement, that for a space of about two years you have been conducting without him the business of your Board. While your announcement of this fact, and its consequences, explains in part your non-transmission of certain replies, which we have expected from you, it makes us the more anxious that no further delay may occur in transmitting to us such information upon the subjects in question as the present members of your Board may be able to supply or collect.

We have, &c.

Office of the Tanjore Commissioners, Manchester Buildings, Westminster, 25 January 1837.	(signed)	<i>Thomas Cockburn.</i> <i>Robert Harry Inglis.</i> <i>John Hurdis Ravenshaw.</i>
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— 17. (F. 1.) —

To *Thomas Cockburn*, Esq., *Sir Robert Harry Inglis*, Bart., and *John Hurdis Ravenshaw*, Esq., Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

WE have the honour to forward for your information copy of a letter to our address from the acting secretary to the Government of Fort St. George, with extract from the Minutes of Consultation annexed, directing us to discharge the duties of the office of Government Commissioner, vacant by the death of Mr. Fauquier.

2. We cannot but consider the imposition upon us of this new and very onerous duty as a singularly unfortunate resolution of the Madras Government, at a time when, urged by the Supreme Government, and by our own desire to accomplish so desirable an end, we are using every possible exertion to bring the Tanjore Commission to a conclusion.

We have, &c.

Office of Tanjore Commissioners, Madras, 10 September 1836.	(signed)	<i>H. J. Chippindall.</i> <i>Alexander Grant.</i>
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— 18. (F. 2.) —

To *H. J. Chippindall* and *A. Grant*, Esqrs., surviving Commissioners appointed to act in India for investigating the Debts of the late *Ameer Sing*, formerly Rajah of Tanjore.

Gentlemen,

WE have the honour to acknowledge the receipt, on the 20th instant, of your duplicate despatch, per ship *Ambassador* (original not yet arrived), containing your duplicate letter and its enclosures, under date 10th September 1836, on the subject of your having been appointed by the Governor in Council of Fort St. George to discharge the duties of Government Commissioner, vacant by the death of Mr. Fauquier. A copy of this despatch we have felt it to be our duty to lay before the Honourable Court of Directors without delay; and we transmit to you herewith, as the best mode of conveying our sentiments on the occasion, a copy of our address to the Honourable Court thereupon.

We assume, as a matter of course, that you have duly communicated to us the event of the death of Mr. Fauquier, to which in the despatch now acknowledged you make only an incidental allusion. We perceive by the shipping intelligence in the London newspapers, that a vessel, not yet arrived, had left Madras before the sailing of the *Ambassador*, and by that, or by some still earlier despatch, you will doubtless have announced to us the vacancy in the Commission occasioned by the loss of Mr. Fauquier.

We rely on your always communicating to us without delay every event affecting the constitution of your Board.

We have, &c.

Office of the Tanjore Commissioners, Manchester Buildings, Westminster, 24 January 1837.	(signed) <i>Thomas Cockburn.</i> <i>Robert Harry Inglis.</i> <i>John Hurdis Ravenshaw.</i>
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— 19. (F. 3.) —

To *H. J. Chippindall*, *A. Grant*, and *J. H. Young*, Esqrs., Commissioners at Madras for investigating the Tanjore Debts.

Gentlemen,

IN reference to our letter of 24th January last, acknowledging receipt of a duplicate despatch from the surviving members of your Board, under date 10th September 1836, on the subject of their being appointed to discharge the duties of Government Carnatic Commissioner, vacant by the death of Mr. Fauquier, and communicating copy of the letter which we had felt it to be our duty to address to the Honourable Court of Directors of the East India Company in regard thereto, we have now the honour to transmit copies of the Honourable Court's reply, and of its enclosure, being copy of their despatch on the subject to their Supreme Government.

2. We are unwilling to close this despatch to you without expressing our serious regret that we have not received any communication from you in reference to the claims not yet reported on.

We have, &c.

Office of the Tanjore Commissioners, Manchester Buildings, Westminster, 4 April 1837.	(signed) <i>Thomas Cockburn.</i> <i>Robert Harry Inglis.</i> <i>John Hurdis Ravenshaw.</i>
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IX.

Correspondence between Tanjore Commissioners in England and those at Madras.

Enclosure :
 Copy letter to the Honourable Court of Directors, under date 20th January 1837.
 VIII. 7. of this series.

Enclosures :
 No. 1. Copy letter from Mr. Secretary Melvill, dated 23d March 1837. VIII. 11.
 No. 2. Copy enclosure in ditto (being copy despatch to the Supreme Government). VIII. 11. a.

— 20. (F. 4.) —

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq.,* Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

Original not yet
received.

WE have the honour to acknowledge the receipt this day, per ship *Marquis Camden*, of your Board's duplicate despatch, dated 4th April 1837, transmitting, with reference to your despatch of the 24th January last, copies of the Honourable the Court of Directors' letter to you, and of their despatch to the Supreme Government on the subject of this Board having been appointed to discharge the duties of Government Carnatic Commissioners, (the junior Commissioner of this Board has subsequently been appointed to the same duty,) and expressing your regret that not any communication has been received from us in reference to the claims not yet reported on.

On this latter point, we shall at an early date take an opportunity of offering explanations, which we do not doubt will be perfectly satisfactory to your Board; and will here only add, that we expect to have forwarded our reports on all remaining claims not yet reported on, as well as those referred back to us by your Board for further investigation, by the end of the current year.

We have, &c.

(signed) *H. J. Chippindall.*
Alexander Grant.
J. H. Young.

Office of Tanjore Commissioners, Madras, }
1 August 1837.

— 21. (G. 1.) —

EXTRACT LETTER from the Tanjore Commissioners in England to the Commissioners in India, dated 18th April 1837.

VIII. 8

Para. 3. "You will observe by paras. 26 to 29, inclusive, of our letter of the 3d February 1837 to the Honourable Court of Directors, that we suggested to them, without prejudice to the rights of any party, that the persons whose claims were submitted to your Board by the late Mr. E. Gordon, but in respect to which he was not admitted by your late first Commissioner to execute the Tanjore deed, should not be considered as parties to that deed, however equitably entitled to be so regarded; but that, in lieu thereof, they should be included in the terms of any compromise, which, if they had actually executed the deed, would, for the sake of inducing them to withdraw from it again, and to release the Honourable Company, have been addressed to them. Our object was thereby to avoid, first, the necessity of the intervention of this Board in passing awards against all such persons; and secondly, the expense consequent upon the prolongation of the Commission in England for this purpose; while we should equally have secured another object, which we were bound not less to regard, namely, the maintenance of the just rights of those persons, who, in equity at least, if not technically by law, appeared to us to be entitled to the benefit of the provisions of the Tanjore deed.

4. The Honourable Court have not thought proper to adopt this suggestion; and, therefore, though its non-adoption evidently entails upon the Honourable Company the continued expense of this Commission in England, we have no alternative but again to direct your attention to the 7th paragraph of the Court's letter to the Supreme Government, dated 21st September 1836, and to instruct you to carry the same into full effect.

5. You will perceive by this paragraph that you will be required by the Governor-general of India in Council to furnish a copy of that list which we directed you to prepare (being a list of all the petty claimants, as noticed in our despatch to you of the 4th August 1836), and that the Madras Government will be instructed to proceed forthwith in respect to them (in the manner adopted in the analogous case under the Carnatic deed), to call upon the parties to come forward, by themselves or by their agents, and to accept the compromise

promise and release the Tanjore deed. You will be pleased to put yourselves in immediate communication with the Governor in Council of Fort St. George, in order to see that, through that authority, or through your own,*such notification be made as may be legally and equitably sufficient to give to all parties interested the knowledge of the case. We feel compelled, by a late discovery, to add, though otherwise we should have thought it wholly unnecessary to descend to the particulars, that such notification must be made in the usual mode adopted, whether by advertisements in the native languages or by tom-tom; since, strictly, the death of the late Mr. E. Gordon has cancelled the powers under which he tendered himself to your late first Commissioner to execute, as attorney for the parties, the Tanjore deed.

6. When, by themselves or by some competent attorney, the parties whose claims were submitted to your Board before the 23d March 1830 shall have released the Tanjore deed (it being ascertained distinctly, to your satisfaction, that the parties who release represent those who originally desired to execute the deed), you will proceed, as intimated in the closing part of the 7th paragraph of the despatch of the Honourable Court to the Governor-general of India in Council, of the 21st September 1836, to transmit attested copies of such release in successive schedules to us; and we shall proceed by general awards, as in the case of the petty claimants on the Carnatic fund, to release the Honourable Company from their liabilities under the Tanjore deed.

7. You will observe by the last paragraph of our letter to the Honourable Court of the 17th inst., that we still express a hope that the Governor-general of India in Council, under the circumstances of the case, will, in the exercise of the discretion confided to him by the Honourable Court, extend to the case of the parties represented by Mr. Oughtterlony, whose claims were not tendered till after the 23d March 1830, the benefit of some compromise. Our disappointment, that the Honourable Court did not themselves decide in favour of our suggestion, is increased by the recollection that, when we first submitted to them a representation in favour of the claimants in question, the Honourable Court, in commenting upon it in their despatch to the Government of India, dated the 2d August 1836, were pleased to observe that they should "not be willing to extend any further indulgence to parties who did not come into the Tanjore deed when called upon to do so, unless the clearest evidence should be produced that a proper public notice of the limitation of time was not given." The Honourable Court have not denied, nor is it denied by any one, that the notification actually given was published in English only, and at Madras only; and, repeating the conviction that such an announcement was not "a proper public notice" in the premises, we can only repeat our hope that the discretion, which the Honourable Court have transferred elsewhere, may be exercised according to our view of the equity of the case.

— 22. (G. 2.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq., Commissioners in England for investigating the Tanjore Debts.*

Gentlemen,

1. We have the honour to submit herewith, for your information, copies of the final orders of the Supreme Government, noted in the margin, respecting the notice to be issued to the claimants under the Tanjore deed of covenants, and the compromise to be tendered to the claimants for arrears of pay.

2. We beg further to enclose a copy of the notice, which has been translated into Tamil, Mahratta, and Canarese, and inserted three times in the Fort St. George Gazette; in addition to which, the resident at Tanjore and the several collectors at this presidency have been requested to give it the utmost publicity, and have been furnished by us with several printed copies of the notice and translations for circulation in their respective districts.

We have, &c.

(signed) *H. J. Chippindall,*
Alexander Grant,
J. H. Young,

Office of Tanjore Commissioners, Madras, }
14 June 1837. . . }

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IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

1. Extract from the Minutes of Consultation of the Government of Fort St. George, No. 744, dated 16th May 1837; together with copy of a letter from the Supreme Government of India, No. 145, dated 19th April 1837.
2. Order from the Government of Fort St. George, No. 884, dated 7th June 1837, with copy of a letter from the Government of India, No. 184, dated 10th May 1837.

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 22 a. (G. 3.) —

Office of Tanjore Commissioners, Madras, 20 May 1837.

NOTICE is hereby given, that all persons now claiming to be creditors of the late Ameer Sing, formerly Rajah of Tanjore, and parties to the articles of agreement, bearing date the 11th day of February 1824, made between the Honourable Company, of the one part, and the creditors of the said Rajah, of the other part, are required to attend at the office of the Tanjore Commissioners, Madras, by themselves or their authorized agents, and establish their claims, on or before the 20th day of November 1837; and in default thereof the Commissioners will report or adjudicate against such claims. And notice is hereby further given, that to persons desirous of having recourse to the records of the office of the said Commissioners for the purpose of supporting their claims, the Commissioners will, on requisition in writing specifying such records, produce them.

(signed) *H. J. Chippindall.*
Alexander Grant.
James H. Young.

— 23. (G. 4.) —

To *Thomas Cockburn, Esq., Sir Robert Harry Inglis, Bart., and John Hurdis Ravenshaw, Esq.,* Commissioners in England for investigating the Tanjore Debts.

Gentlemen,

ON the 15th of December last we transmitted, for your information, copy of a letter from the Supreme Government, containing definite orders regarding the offer of compromise to the petty claimants, which we had received on the 26th of October.

2. We now beg to forward copies of the principal correspondence which has taken place since that date, and up to the day on which the notice of summons was published in the Government Gazette, intimation of which we lost no time in communicating to you.

3. From a perusal of No. 1 of enclosures, a full account of our proceedings up to the 18th of April will be seen. It will appear from that document, that the opinion of our Board was not unanimous upon the nature of the summons which ought to be published, and that this unfortunate division of opinions caused a delay of nearly three months in the publication of the notice.

4. The senior Commissioner conceived that the reason for which parties were summoned, namely, for the sake of having the compromise offered to them, ought to be distinctly stated in the notice; the second and junior Commissioners, on the contrary, thought that the doing so would be nothing less than holding out a sort of bonus to fraud; that the stating that a certain sum of money was in course of payment to any such parties as would receive the same on withdrawing their claims, would bring down a host of impostors, who would all declare themselves to be the original claimants, or relations and nearest of kin of the original claimants, in the hope of procuring the amount due, knowing that no proof was required or asked as to the truth of the claim.

5. The point was, therefore, referred to the Government; our various minutes of opinions were forwarded at the same time (No. 2 of the enclosures), together with the opinion of the Advocate-general, and a copy of the demi-official note and draft of summons from the Honourable Company's solicitor, marked 3 and 4 of enclosures, and on the 11th of May we received an order from the Government of Madras, who coincided with the opinion of the senior Commissioner, and ordered us to add a paragraph, stating that it was the intention of the Government to offer a compromise to all such as should appear. We forward a copy of this letter, as also one of the summons, with the additional paragraph, Nos. 6 and 7 of enclosures.

6. We added the paragraph as ordered, and had the whole translated into the Mahratta, Tamil, and Canarese languages, but when we were on the point of publishing this we received fresh orders from the Supreme Government, dated the 19th of April (No. 8 of enclosures), in which the opinions of the second and junior Commissioners were supported. We were accordingly ordered to omit the paragraph which we had been told to add, and the notice was published on the 20th of May, in the form in which it had been originally proposed

proposed on the 23d of February, three months previous. No. 9 of enclosures, with the exception of the last paragraph, is a copy of the notice as finally published.

7. With a view of promulgating extensively our intentions, we caused a circular (No. 10 of enclosures) to be forwarded to all the collectors in this presidency, as well as the resident at Tanjore, together with 10 copies of the summons to each; so that no plea can hereafter be raised as to ignorance of the existence of the notice.

8. The term allowed for appearance in the notice, of six months, will expire on the 20th of November, and we hope, therefore, to have it in our power certainly, at the commencement of the year 1838, to report to you that our hands are empty, and that having no more cases on our file, the Commission may be closed.

We have, &c.

(signed) *Alexander Grant.*

J. H. Young.

Office of Tanjore Commissioners, Madras, }
17 July 1837. }

IX.
Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 23 a. (G. 5.) —

Enclosure No 1. in the preceding Letter from the Commissioners in India.

(No. 14.)

To *R. Clerk, Esq.*, Secretary to Government, General Department, Fort St. George.

Sir,

MR. Secretary Prinsep's letter, dated the 15th of last February, of which a copy was sent to us by you on the 30th of last month, has obliged us to make a minute search into the office records of the last eight or nine months, in order to enable us to state in a clear and distinct manner all that has occurred connected with the petty claims within the above mentioned period; that is, since the offer of a compromise to the claimants first received the sanction of the Supreme Government.

2. Had it not been for the necessity of such a search, we should have taken even an earlier opportunity than we have done of replying to the letter alluded to; since as long as it remains unanswered we must labour under the imputation which it conveys, and from which we hope to be exonerated when the circumstances, which we now take the liberty of bringing to notice, shall be better known.

3. It will not be necessary in this explanation to go back further than to the middle of last year, and we may therefore commence by stating, that in consequence of a reference made to Bengal, in which the opinions of the second and third Commissioners (at that time) were fully stated, we were ordered, in a letter from Mr. Secretary Prinsep, dated the 8th of June 1836, "at once to make a tender to the parties interested of the composition proposed."

4. These orders were conveyed in terms which caused a question to arise between the two Commissioners as to whether the "composition proposed" was to be unconditional or not; and on this subject a reference was made to the Honourable the Governor of Madras, on the 17th August 1836, who, in answer, merely directed us to "lose no time in making the tender" of the compromise.

5. There being at this time only two members of the Board (the vacancy caused by the death of the late Mr. Fauquier not having been filled up,) we were obliged to refer the matter a second time, in order to get a distinct reply as to which course was to be pursued, that proposed by the present senior, or that proposed by the present second Commissioner.

6. The acting secretary to Government replied on the 27th of August, and stated that his Excellency in Council was inclined to approve the course suggested by the present second Commissioner, but that as the opinions of the Commissioners differed so materially "a reference would be made to the Supreme Government on the subject."

7. On the 26th of October we received a communication from the Supreme Government on the subject, and as Mr. Young, the third member of our Board, joined us on the 10th of November, we had hoped there was no probability of the necessity of making any further references.

8. The Governor-general, in the letter alluded to, declared that it was not the intention of Government to make the offer conditional; but these orders were given by the Supreme Government previous to their receipt of the last reference from Madras, and it was not till the 3d of November that we heard from you that the Governor-general of India in Council did not conceive that the reference required any further orders than those contained in his communication of the 21st September. The question being thus settled, it only remained for us to promulgate the offer of the compromise on the part of Government.

9. On the 30th November, the two senior Commissioners (the junior dissenting) wrote to Government, stating the course they intended to pursue, and requesting leave to confer

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

with the Government law officers, in order that in the details their proceedings might be strictly legal and binding on the parties.

10. We received on the 9th of December the authority of the Madras Government to hold the required conference, when we immediately intimated to Mr. Acworth our wish that he would name an early day to meet us on the subject; but on account of a press of professional business and the intervention of the Christmas vacation, it was not till the 31st of December that gentleman was able to attend at our office.

11. Upon stating to him the object we had been instructed, with the assistance of the Company's law officers, to effect, Mr. Acworth declared his unwillingness to give an opinion without having had access to all the previous proceedings and correspondence bearing on the case, and for this purpose requested to be furnished with these documents.

12. On the 27th of January, having been advised that Mr. Acworth had perused and considered these proceedings, we at once adjourned to that gentleman's chambers, who, after much discussion, judged it advisable to defer any decision on the case till the return of the Advocate-general, who was then daily expected from the Neilgherry Hills, and with whom we had a conference on the 3d of February.

13. On the 10th of February a copy of the notice proposed to be issued was forwarded to his Honor in Council, but it was returned to us on the 18th, with an order to modify it in conformity with some suggestions contained in a letter dated the 4th of January last, which had just been received from the Supreme Government.

14. A modified proclamation was sent to Government on the 23d of February by the second and junior Commissioners, and the senior Commissioner, who dissented from it, recorded his minute of objection in the Board, which, together with rejoinders from the second and junior Commissioners and further comments from the senior Commissioner, were forwarded to the Government on the 2d March.

15. It was not until the 2d of April that we received further instructions from the Supreme Government, and were again referred to the Government law officers. We, in consequence, wrote to the Honourable Company's solicitor on the 5th instant, requesting him to obtain the advice of the Advocate-general as to which was our best course to pursue, under the orders newly received from Bengal. We have received an answer to this, dated the 10th instant, and measures for drawing up a summons, according to the opinion expressed, are in active preparation.

16. We have thus brought the matter down to the present time; but in order to point out more clearly and forcibly that the whole of the time which has elapsed since the first order received by us has been occupied in unavoidable reference and necessary consultations with the Government law officers, we beg to send a short abstract of the different orders, &c., and the dates at which they were issued.

	Order from Government of India, dated the 8th June, received	- 11 July 1836. *
	Reference to Government (Madras)	- - - - - 17 August 1836. †
	Order from Bengal Government, dated the 21st September; received	26 October 1836. ‡
	Second Order from Bengal Government; received	- - - - - 3 November 1836.
	Permission asked to confer with the Government Law Officers	- - - - - 30 November 1836. §
	Permission granted to confer with Law Officers	- - - - - 9 December 1836. §
	Mr. Acworth came and took away the papers	- - - - - 31 December 1836.
	Conference with the Honourable Company's Solicitor took place	- 27 January 1837.
	Conference with the Advocate-general and Honourable Company's Solicitor	- - - - - 3 February 1837.
Accompaniment, No. 1, with this letter.	Copy of Notice sent to Madras Government, No. 2.	- - - - - 10 February 1837.
	Returned with fresh orders, No. 3	- - - - - 18 February 1837.
	Modified summons sent for approval, No. 4	- - - - - 23 February 1837.
	Approved, No. 5	- - - - - 3 April 1837.
Accompaniments, No. 2, with this letter.	Wrote to the Company's Solicitor for advice	- - - - - 7 April 1837.
No. 3, ditto ditto.	Answer received from Company's Solicitor	- - - - - 11 April 1837.
No. 4, ditto ditto.		
No. 5, ditto ditto.		

17. Thus it will be seen that the only delay which has occurred was between the 9th and the 31st of December, and between the latter date and the 27th January 1837, which we have accounted for, we hope, most satisfactorily in paragraphs 10, 11 and 12 of this address.

We have, &c.

(signed) *Alexander Grant.*
J. H. Young.

Office of the Tanjore Commissioners, }
18 April 1837.

(A true copy.)

(signed) *J. H. Young.*

* Copy forwarded to your Board as Enclosure, No. 1, in our letter, dated the 20th July 1836.
† Ditto - - - ditto - - as Enclosure, No. 1, in ditto, dated 23 August 1836, on the subject of Petty Claims.
‡ Ditto - - - ditto - - as Enclosure, No. 1, in ditto, dated 15 December 1836.
§ Copies forwarded to your Board as Enclosures, Nos. 2 and 3, in our letter, dated 15 Dec. 1836.
|| Enclosures, Nos. 3 and 4, in our present despatch.

— 24. (H. 1.) —

To *H. J. Chippindall, A. Grant, and J. H. Young, Esquires, Commissioners*
at Madras for investigating the Tanjore Debts.

IX.
Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

Gentlemen,

We cannot withhold from you the expression of our surprise and disappointment that the Java, which left Madras on the 5th March last with Sir Frederick Adam, late Governor of Fort St. George, and which arrived in England on the 17th instant, has not brought to us one letter or report from your Board. We feel considerable regret, on every account, in acquainting you, that, from the 2d May last to the present 25th day of July, we have received no despatch from you. The last which reached us bore date the 31st December 1836. We cannot of course assume that none have been transmitted by you, nor, even if none have been transmitted, that you may not be able to justify the apparently inexplicable omission; but we owe it to you, as well as to ourselves, to call upon you, first, without a day's delay, on the receipt of this despatch, to set forth the causes which, unless indeed your despatches have miscarried, have prevented you from addressing us; secondly, that with the least possible delay you will, at any rate, proceed to complete the investigation of the bonded claims remaining before you, and thereupon to transmit your reports in reference thereto; and, thirdly, that you will communicate to us the proceedings adopted in respect to the compromise to be tendered to the petty claimants, whether parties to the deed or otherwise.

2. You cannot wonder at our regret and surprise at these circumstances when you recollect that, on the 27th August 1835, one of your members stated, in his memorandum of that date, that there appeared no reason why, under certain circumstances, therein stated, the Commission might not be closed within a year from that time; and that another of your members observed, in his minute of the 14th December 1835, that the bonded claims in all probability will be settled, that is, the awards received by this (the Madras) Board and the bonds issued by the Accountant-general, by the middle of the year 1837. That period has now passed, and, though two reports were received by us from you on the 15th November 1836, the first step in the above series has not yet been completed, namely, the arrival in this country of all the reports which at the time in question remained to be forwarded from you to us.

We have, &c.

Office of the Tanjore Commissioners,
Manchester Buildings, Westminster,
25 July 1837.

(signed)

Thomas Cockburn.
Robert Harry Inglis.
John Hurdis Ravenshaw.

— 25. (H. 2.) —

EXTRACT LETTER from the Tanjore Commissioners in England to the
Commissioners in India, dated 10 October 1837.

“As in your despatch to us of the 29th April, last noticed, you have acknowledged the receipt of our letter of the 21st October 1836, enclosing to you a copy of the instructions which the Honourable Court of Directors had addressed to their Government of India for the purpose of accelerating the progress and early termination of the proceedings under the Tanjore Commission at Madras; and as in consequence you are, aware, not more from those instructions than from all our letters upon the subject, that there is the strongest and justest anxiety among the authorities here to attain that object without any other delay than may be incident to an examination of the rights of all parties under the Tanjore deed, we need only here refer to our last letter on the same subject, dated the 25th July 1837, and to state that we have as yet received no further reports, and to reiterate our instructions that no time may be lost in transmitting to us full and complete reports on all the cases which remain unreported.”

IX.

Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

— 26. (H. 3.) —

EXTRACT LETTER from the Tanjore Commissioners in India to the
Commissioners in England, dated 9 June 1837.

Para. 8. "WE trust that we have now most fully and satisfactorily supplied all the information which your Board required to enable you to pass a final decision and award upon this claim, and we hope at an early date to transmit our reports on the few remaining bonded claims before us, which it shall be our anxious endeavour to draw up in a form and manner so clear as to render unnecessary further references to us, a course which, at this late stage of proceeding, it is more than ever desirable to avoid."

— 27. (H. 4.) —

EXTRACT LETTER from the Tanjore Commissioners in England to the
Commissioners in India, dated 20 November 1837.

Para. 2. "As on former occasions, and particularly in reference to the former report of your Board on this claim, we felt it to be our duty to remark on the want of due and sufficient examination and precision in the matter and documents of that report, defects which compelled us to remit the case to you for further investigation, we feel it to be our more grateful duty to express our approbation of the very satisfactory manner in which you have executed our instructions, and completed that further investigation in this claim."

— 28. (H. 5.) —

To *H. J. Chippindall*, *A. Grant*, and *J. H. Young*, Esqrs., Commissioners at
Madras for investigating the Tanjore Debts.

Gentlemen,

WE have the honour to acknowledge the receipt this day of the following despatches from your Board, per ship *Minerva*; viz.

Original letter from your Board, dated 30th September 1837, acknowledging the receipt of a duplicate despatch from us; and

Original letter from your Board, dated 10th October 1837, also acknowledging the receipt of a duplicate despatch from us.

Duplicate letter, dated 5th September 1837, acknowledging receipt of original despatches from us; and

Duplicate letter, dated 14th September 1837, acknowledging the receipt of one original despatch from us.

2. In the course of the present week we have received eight despatches from your Board, which we have already duly acknowledged.

3. In reference to the date of the latest of the said despatches, viz. the 10th October 1837, we cannot but express our regret that we are still without any one of those reports from you, which you have so often given us reason to expect. On the 9th June 1837, you stated that you hoped, at an early date, to transmit your reports on the few remaining bonded claims, the consideration of which forms one division of your duties as Tanjore Commissioners; and on the 17th of the following month, viz. 17th July 1837, you express your hope, after noticing the case of the petty claims, the consideration of which forms the other division of your said duties, that "certainly at the commencement of the year 1838" you would be enabled to report to us that you had "no more cases on your file." If you meant that you would transmit at one and the same time, and that such time should be the latest specified, viz. the commencement of 1838, your reports on all the claims, bonded and petty, which on the 9th June 1837 remained for your investigation, then of course the preceding expression of our regret is premature, inasmuch as we ought to have waited till the arrival of ships despatched from Madras in the commencement of 1838 before renewing our notice of the subject; but if it were meant that, your labours being in con-

tinued

Originals before
received, and ac-
knowledged by us,
28 February 1838.

tinued progress, you would from time to time, as each case might have been investigated, transmit to us your report thereon, then, indeed, so far as the bonded claims are concerned, we may repeat the expression of our surprise and regret that no despatch from you, conveying any report on any of the bonded claims remaining for your investigation on the 9th June 1837, should have been received by us bearing date in the interval between that date and the 10th October.

IX.
Correspondence
between Tanjore
Commissioners in
England and those
at Madras.

We have, &c.

Office of the Tanjore Commissioners, }
Manchester Buildings, Westminster, }
1 March 1838.

(signed) *Thomas Cockburn.*
Robert Harry Inglis.
John Hurdis Ravenshaw.

(True copies.)

By order of the Tanjore Commissioners.

19 March 1838.

Geo. Parkhouse, Secretary.

(Nabobs of Arcot's Debts.)

THE
TWENTIETH REPORT
OF THE
COMMISSIONERS

Appointed under an Agreement, concluded on the
10th of July 1805, between the EAST INDIA Company
and The PRIVATE CREDITORS of the late NABOBS of
The CARNATIC.

(46 GEO.-III. c. 133.)

Ordered, by The House of Commons, to be Printed,
20 February 1824.

THE REPORT - - - - - p. 3

Aggregate Sterling Amount of CLAIMS, in former and in this List - p. 4

Absolute ADJUDICATIONS *in favour* of Claimants - - - pp. 5 to 19

Aggregate Sterling Amount adjudicated *in favour* of Claimants - - p. 19

Absolute ADJUDICATIONS *against* Claimants - - - pp. 20 to 22

Aggregate Sterling Amount adjudicated absolutely *against* the }
Claimants, to the date of this Report - - -} - p. 23

Conclusion of this Report } - - - - - ibid.

TO THE

Honourable THE COMMONS of the United Kingdom of Great Britain and Ireland,
in Parliament assembled.

THE

TWENTIETH REPORT of the Commissioners
appointed under an Agreement, concluded on the 10th of July
1805, between the EAST INDIA COMPANY and The PRIVATE
CREDITORS of the late NABOBS of The CARNATIC.

IN Obedience to sect. 9, of the 46th of the late KING, c. 133,
(continued by five Acts, the one passed in the 50th, another in the 52^d,
another in the 57th, another in the 59th year of his Reign, and the other in the
3^d year of His present Majesty's reign;) which directs the Commissioners in
England, within twenty-one days after the commencement of the next and every
subsequent Session of Parliament, to present to both Houses of Parliament,
“ A List of all Claims which have been or shall be preferred to them or to the
“ Commissioners in *India*; and also a List of such Claims as from time to
“ time shall have been decided upon, either provisionally or absolutely, by the
“ said Commissioners, with the grounds of their decision thereon;”—We submit
to the notice of this Honourable House, that no Claim has been advertised
since the date of our last Report.

The Aggregate Sterling Amount of the CLAIMS, specified in the Lists which have been presented to This Honourable House, as nearly as could be calculated from the imperfect manner in which many of the Claims were stated, was - - - - -	} £.	s.	d.
	30,145,607	4	9½
To this Aggregate must now be added, the Amount of Sums so far as they can at present be ascertained, which were either not extended at all in the said Lists, or only in part extended - - - - -	} £.	s.	d.
	71,100	6	7½
	<hr/>		
TOTAL -	£.	30,216,707	11 4½
	<hr/>		

HAVING decided absolutely all the Claims, which the Returns made by the Commissioners in India have enabled us to adjudicate, since the date of our last Report, we conceive that the most proper manner of obeying the Act of Parliament, which requires us to state the grounds of such decision, is to lay before this Honourable House, Copies of the Awards which we have made.

ABSOLUTE

ABSOLUTE ADJUDICATIONS *in favour* of CLAIMANTS.

Absolute
Adjudications
in favour of
Claimants.

CLAIM Part of N^o 1,145 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Roy Reddy Row of Madras in the East Indies (since deceased) did become party to the aforesaid Indenture, and did thereby submit himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: And whereas, the said Roy Reddy Row did also become party to certain articles of agreement bearing date the third day of May, in the year of our Lord one thousand eight hundred, between several persons describing themselves as Creditors of the said Nabobs of the Carnatic, of the first part, John Fordyce of Whitehall, in the county of Middlesex, since deceased, of the second part, and the persons therein-named as trustees of the third part, and did thereby transfer and assign over to the said trustees one twentieth part of every debt or sum of money owing to him the said Roy Reddy Row, from their Highnesses the said Nabobs of the Carnatic, or the Ameer ul Omrah, or from any one of them, and of the interest to accrue thereon, the said one-twentieth part to be taken upon the sum at which the principal and interest of the said debts shall be liquidated or made up, to receive and hold the said one twentieth part so thereby to them assigned, upon the trusts in the said articles of agreement mentioned and set forth: And whereas George Moubray being the only survivor of the said trustees who executed the said articles of agreement, has also executed the aforesaid Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, and has thereby submitted himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said late Roy Reddy Row upon the said late Nabob Wallajah, for the principal sum of one thousand and fifty-nine Star Pagodas thirty-six fanams and forty-five cash (S. P^s 1,059. 36 f. 45 c.) stated to be arrears of pay due by his said Highness to the said Roy Reddy Row, which said principal sum, with arrears of interest calculated thereon, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand six hundred and five Star Pagodas thirty-seven fanams, and forty cash (S. P^s 1,605. 37 f. 40 c.) or six hundred and forty-two Pounds seven shillings and one penny three-farthings sterling (£. 642. 7 s. 1½ d.); and having also taken into consideration a Claim made by the said George Moubray, trustee as aforesaid for the one twentieth part as aforesaid of the sum claimed as aforesaid by the said Roy Reddy Row, and having duly investigated the said Claims according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Roy Reddy Row was in the service of the said Nabob Wallajah: And we do further find, that on account of arrears of pay alleged to be due to the said Roy Reddy Row, two payments were made by the government of Madras on the part of the said United Company of Merchants of England trading to the East Indies, to the said Roy Reddy Row; viz. the sum of eight hundred and eighty-four Star Pagodas sixteen fanams and forty cash (S. P^s 884. 16 f. 40 c.) on the first day of December, in the year of our Lord one thousand eight hundred and six, and the sum of one thousand and eighty Star Pagodas twenty-eight fanams and sixty cash (S. P^s 1,080. 28 f. 60 c.) on or about the eighth day of August, in the year of our Lord one thousand eight hundred and nine, as will be seen by reference to our Award, number five hundred and fifty (N^o 550) under date the fourteenth day of August, in the year of our Lord one thousand eight hundred and twenty, on the Claim of the said Roy Reddy Row on the said late Nabob Omdut ul Omrah, for arrears of pay: And we do further find, that a claim on account of the said payments hath been preferred by the said United Company: And we do further find, upon making up an account of the arrears of pay due to the said Roy Reddy Row, from the said Nabob Wallajah, agreeably to the principles of the aforesaid deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, that on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four,

N^o 730.

CLAIM
Part of N^o 779 in the
Madras Gazette of
the 20th April 1809;
Part of N^o 910 in the
London Gazette of
the 9th December
1809; and
Part of N^o 1,145 in the
Fifth Report to
Parliament.

Roy Reddy Row
(since deceased.)

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Adjudications
in favour of
Claimants.

the aggregate sum, principal and interest, of eight hundred and eleven Star Pagodas forty-one fanams and seventy-six cash (S. P^a 811. 41 f. 76 c.) or three hundred and twenty-four Pounds and sixteen shillings sterling (£. 324. 16 s.) and no more, was due and owing from the representatives of his Highness the said late Nabob Wallajah to the said late Roy Reddy Row and his assigns: And we do further find, That of the said aggregate amount, the sum of forty Star Pagodas twenty-five fanams and sixteen cash (S. P^a 40. 25 f. 16 c.) or sixteen Pounds four shillings and nine-pence halfpenny sterling (£. 16. 4 s. 9 ½ d.) is due and owing to George Moubray, assignee as aforesaid, and that the sum of seven hundred and seventy-one Star Pagodas sixteen fanams and sixty cash (S. P^a 771. 16 f. 60 c.) or three hundred and eight Pounds eleven shillings and two-pence halfpenny sterling (£. 308. 11 s. 2 ½ d.) being the remaining portion of the said aggregate amount, is due and owing to the said United Company, in further repayment of the advances made as aforesaid by the said United Company to the said Roy Reddy Row, in discharge of arrears of pay alleged to be due to him: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the said aggregate sum of eight hundred and eleven Star Pagodas forty-one fanams and seventy-six cash (S. P^a 811. 41 f. 76 c.) or three hundred and twenty-four Pounds and sixteen shillings sterling (£. 324. 16 s.) and no more, was justly due and owing from the representatives of the said late Nabob Wallajah to the said Roy Reddy Row and his assigns: And we do further Award and Order, That the said debt, being a debt contracted by the late Nabob Wallajah for arrears of pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That the sum of forty Star Pagodas twenty-five fanams and sixteen cash (S. P^a 40. 25 f. 16 c.) or sixteen Pounds four shillings and nine-pence halfpenny sterling (£. 16. 4 s. 9 ½ d.) is due and owing to George Moubray, assignee as aforesaid, and that the said George Moubray hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic, and that the sum of seven hundred and seventy-one Star Pagodas sixteen fanams and sixty cash (S. P^a 771. 16 f. 60 c.) or three hundred and eight Pounds eleven shillings and two-pence halfpenny sterling (£. 308. 11 s. 2 ½ d.) being the remaining portion of the said debt, is due and owing to the said United Company of Merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect of the said Claim, at the instance of the representatives of the said Roy Reddy Row, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the thirteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed) *Robert Playfair.*

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

CLAIM Part of N^o 1,145 in our Fifth Report.

N^o 731.

CLAIM

Part of N^o 779 in the Madras Gazette of the 20th April 1809; Part of N^o 910 in the London Gazette of the 9th December 1809; and, Part of N^o 1,145 in the Fifth Report to Parliament.

Roy Reddy Row (since deceased) described as Heir to the Estate of his Brother the late *Roy Armud Row.*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Roy Reddy Row of Madras in the East Indies, since deceased, described as heir to the estate of his brother the late Roy Armud Row, also formerly of Madras aforesaid, did become party to the aforesaid Indenture, and did thereby submit the Claim of the estate of the late Roy Armud Row to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him as aforesaid under the said Indenture. Now know ye, that we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Roy Reddy Row as aforesaid, for the principal sum of five thousand three hundred and ninety-nine Star Pagodas twenty-one fanams and seven cash (S. P^a 5,399. 21 f. 7 c.) stated to be for arrears of pay due by the said late Nabob Wallajah to the said late Roy Armud Row, which said sum, with interest thereon to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum (principal and interest) of eight thousand one hundred and eighty-

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in favour of
Claimants.

eighty-one Star Pagodas eight fanams and fifty-nine cash (S. P^s 8,181. 8f. 59c.) or three thousand two hundred and seventy-two pounds nine shillings and eight-pence sterling (£. 3,272. 9s. 8d.); and having duly investigated the said Claim, according to the covenants provisions and directions of the aforesaid Indenture, do find, That the said Roy Armud Row was in the service of the said late Nabob Wallajah: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture, of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay of the said Roy Armud Row, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum (principal and interest) of five thousand and fourteen Star Pagodas four fanams and seventy-seven cash (S.P^s 5,014. 4f. 77c.) or two thousand and five pounds twelve shillings and eleven-pence halfpenny sterling (£. 2,005. 12s. 11½d.) was and still is justly due and owing from the representatives of the said late Nabob Wallajah to the legal representative or representatives of the said late Roy Armud Row: And we do further find, That a further sum of one thousand four hundred and one Rupees and ten anas (R^s 1,401. 10 a.) amounting, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum (principal and interest) of six hundred and forty-eight Star Pagodas four fanams and sixty-nine cash (S.P^s 648. 4f. 69c.) or two hundred and fifty-nine Pounds four shillings and eleven-pence one farthing sterling, (£. 259. 4s. 11½d.) may, in respect to the claim so made as aforesaid, be due and owing from the representatives of the said late Nabob Wallajah to the legal representative or representatives of the said late Roy Armud Row, and that it is accordingly expedient to reserve the said sum for further investigation, and the said sum is therefore excluded from this Award: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby award and adjudge, That, upon the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the said aggregate sum of five thousand and fourteen Star Pagodas four fanams and seven-seven cash (S.P^s 5,014. 4f. 77c.) or two thousand and five Pounds twelveshillings and eleven-pence halfpenny sterling (£. 2,005. 12s. 11½d.) was and still is justly due and owing from the representatives of the said late Nabob Wallajah to the legal representative or representatives of the said late Roy Armud Row; and that the said legal representative or representatives of the said late Roy Armud Row hath have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further award and order, That the said debt being a debt contracted by the said late Nabob Wallajah for pay, is and shall be comprised in the first class of debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim or the Debt claimed thereon, save and except as is herein before excepted, at the instance of the legal representative or representatives of the said late Roy Armud Row, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the fourteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed)

BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

CLAIM N^o 1,681 in our Sixth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Sir Robert Harry Inglis Baronet, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Rago Chitty Modee, of the East Indies, son of Vencatachellum, now or formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Rago Chitty Modee, upon the late Nabobs Wallajah and Omdut ul Omrah, for the principal sum of eight hundred and seventy Star Pagodas (S. P^s 870.) for grain and other articles supplied by him to their said late Highnesses, which said principal sum, with arrears of interest alleged to be due thereon, is stated to amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand two hundred and sixty-five Star Pagodas

N^o 732.

CLAIM
N^o 10,462 in the Madras Gazette of the 5th February 1810.
N^o 1,506 in the London Gazette of the 15th September 1810;
and,
N^o 1,681 in the Sixth Report to Parliament.
Rago Chitty Modee,
Son of *Vencatachellum.*

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in favour of
Claimants.

Pagodas and two annas (S. P^a. 1,265. 2 a.) or five hundred and six Pounds and one shilling sterling (£. 506. 1s.); and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Rago Chitty Modee supplied the said late Nabobs Wallajah and Omdut ul Omrah with grain and other articles: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the grain and other articles supplied as aforesaid, by the said Rago Chitty to the said late Nabobs, subsequently to the twelfth day of February, in the year of our Lord one thousand seven hundred and eighty-five, and also of the repayments by their said Highnesses in part discharge thereof, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum (principal and interest) of four hundred and twenty-two Star Pagodas twenty-two fanams and sixty-eight cash (S. P^a. 422. 22 f. 68 c.) or one hundred and sixty-nine Pounds and four pence farthing sterling (£. 169. 0 s. 4 ½ d.) and no more, was and still is justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to the said Rago Chitty Modee: And we, the said Sir Benjamin Hobhouse and Sir Robert Harry Inglis, do hereby award and adjudge, That the aggregate sum of four hundred and twenty-two Star Pagodas twenty-two fanams and sixty-eight cash (S. P^a. 422. 22 f. 68 c.) or one hundred and sixty-nine Pounds and four pence farthing sterling (£. 169. 0 s. 4 ½ d.) and no more, was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to the said Rago Chitty Modee, and that the said Rago Chitty Modee hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt being a debt contracted by the said late Nabobs Wallajah and Omdut ul Omrah, for goods sold and delivered as aforesaid, to their said Highnesses, is and shall be comprised in the Second Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Rago Chitty Modee, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, have hereunto set our hands, the eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of
(Signed) *George Parkhouse.*

(Signed) { BENJAMIN HOBHOUSE.
ROBERT HARRY INGLIS.

CLAIMS N^o 1,006 and 1,007 in our Fifth Report.

N^o 733.

CLAIMS

N^{os} 684 and 685 in the Madras Gazette of the 6th April 1809; N^{os} 815 and 816 in the London Gazette of the 9th December 1809; and, N^{os} 1,006 and 1,007 in the Fifth Report to Parliament.

Nooncarrun, alias Loankurun, Son of Bheem Sein.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Nooncarrun alias Loankurun, of the East Indies, son of Bheem Sein, now or formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Loankurun, upon the said late Nabob Omdut ul Omrah, for arrears of pay, stated in the Madras Gazette, and in our Fifth Report to Parliament, to be due to him as mooshriff of the medicine warehouse, and to amount to the principal sum of one hundred and seven Star Pagodas seven fanams and two cash (S. P^a 100. 7 f. 2 c.); but in the schedule of the said Claim to the principal sum of one hundred and fifty-eight Star Pagodas (S. P^a 158), which last-mentioned principal sum, with arrears of interest thereon, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one hundred and eighty-four Star Pagodas eighteen fanams and thirty-nine cash (S. P^a 184. 18 f. 39 c.) or seventy-three Pounds fifteen shillings and sixpence one farthing sterling (£. 73. 15 s. 6 ½ d.); and having also taken into consideration a Claim made by the said Loankurun, upon the said Nabobs Wallajah and Omdut ul Omrah, for arrears of pay alleged to be due to him as mutsuddee of the khansamanee, for the amount of which arrears reference is made to the dufters of their said Highnesses; and having duly investigated the said Claims, according to the

the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Loankurun was in the service of the said late Nabobs Wallajah and Omdut ul Omrah, and that on account of the arrears of his pay as aforesaid, the sum of thirty Star Pagodas (S. P^a 30.) on or about the thirty-first day of July, in the year of our Lord one thousand eight hundred and one, and the further sum of thirty Star Pagodas (S. P^a 30.) on or about the thirtieth day of June, in the year of our Lord one thousand eight hundred and seven, were paid to the said Loankurun by the government of Madras, on the part of the said United Company; and that Claims in respect to the said payments have been preferred before us by the said United Company: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, accounts of the arrears of pay respectively due from their said late Highnesses to the said Loankurun, that the aggregate sum (principal and interest) of one thousand one hundred and twenty-eight Star Pagodas thirty-eight fanams and thirty-one cash (S. P^a 1,128. 38 f. 31 c.) or four hundred and fifty-one Pounds eleven shillings and three-pence three farthings sterling (£. 451. 11 s. 3 $\frac{1}{2}$ d.), was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabob Wallajah to the said Loankurun, and that on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum (principal and interest) of one hundred and seventeen Star Pagodas twenty-three fanams and nineteen cash (S. P^a 117. 23 f. 19 c.) or forty-seven Pounds and five-pence one farthing sterling (£. 47. 0 s. 5 $\frac{1}{2}$ d.) was and still is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Loankurun and his assigns: And we do further find, That of the said aggregate sum of one hundred and seventeen Star Pagodas twenty-three fanams and nineteen cash (S. P^a 117. 23 f. 19 c.) or forty-seven pounds and five-pence one farthing sterling (£. 47. 0 s. 5 $\frac{1}{2}$ d.) the sum of thirty-five Star Pagodas and sixty-eight cash (S. P^a 35. 0 f. 68 c.) being the amount, principal and interest, of the said sum of thirty Star Pagodas (S. P^a 30.) so paid as aforesaid, on the part of the said United Company to the said Loankurun, on or about the thirty-first day of July, in the year of our Lord one thousand eight hundred and one, and the further sum of twenty-six Star Pagodas twenty-seven fanams and seventy-six cash (S. P^a 26. 27 f. 76 c.) or ten pounds thirteen shillings and four-pence sterling (£. 10. 13 s. 4 d.) being the value on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the said sum of thirty Star Pagodas (S. P^a 30.) so paid as aforesaid, on the part of the said United Company, to the said Loankurun, on or about the thirtieth day of June, in the year of our Lord one thousand eight hundred and seven, making together, on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum of sixty-one Star Pagodas twenty-eight fanams and sixty-four cash (S. P^a 61. 28 f. 64 c.) or twenty-four pounds thirteen shillings and sixpence sterling (£. 24. 13 s. 6 d.) are in respect to the said two hereinbefore recited payments justly due and owing to the said United Company, and that the sum of fifty-five Star Pagodas thirty-six fanams and thirty-five cash (S. P^a 55. 36 f. 35 c.) or twenty-two Pounds six shillings and eleven-pence one-farthing sterling (£. 22. 6 s. 11 $\frac{1}{2}$ d.) being the remaining portion of the said aggregate sum, is justly due and owing to the said Loankurun: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum of one thousand one hundred and twenty-eight Star Pagodas thirty-eight fanams and thirty-one cash (S. P^a 1,128. 38 f. 31 c.) or four hundred and fifty-one pounds eleven shillings and three-pence three farthings sterling (£. 451. 11 s. 3 $\frac{1}{2}$ d.) was and still is justly due and owing from the representatives of the said Nabob Wallajah to the said Loankurun, and that the said Loankurun hath and shall have right to participate to the amount of the said sum; in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum of one hundred and seventeen Star Pagodas twenty-three fanams and nineteen cash (S. P^a 117. 23 f. 19 c.) or forty-seven Pounds and five-pence one-farthing sterling (£. 47. 0 s. 5 $\frac{1}{2}$ d.) was and still is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Loankurun and his assigns: And we do further Award and Adjudge, That the sum of sixty-one Star Pagodas twenty-eight fanams and sixty-four cash (S. P^a 61. 28 f. 64 c.) or twenty-four Pounds thirteen shillings and sixpence sterling (£. 24. 13 s. 6 d.) being a portion of the said last mentioned aggregate sum, is justly due and owing to the said United Company of Merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum, in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic; and that the sum of fifty-five Star Pagodas thirty-six fanams and thirty-five cash (S. P^a 55. 36 f. 35 c.) or twenty-two Pounds six shillings and eleven-pence one-farthing sterling (£. 22. 6 s. 11 $\frac{1}{2}$ d.) being the remaining portion of the said last mentioned aggregate sum, is justly due and owing to the said Loankurun, and that the said Loankurun hath and shall have right to participate to the amount of the said sum, in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, that the said debts, being debts contracted by the said late Nabobs Wallajah and Omdut ul Omrah, for arrears of pay, are and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues

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of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claims, them or either of them, so made as aforesaid, at the instance of the said Loanakurun, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the nineteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed) *George Parkhouse.*

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

CLAIM N° 808 in our Fifth Report.

N° 734.

CLAIM
N° 1,078 in the Madras
Gazette of the 20th
April 1809;
N° 1208 in the London
Gazette of the 27th
January 1810; and,
N° 808 in the Fifth
Report to Parlia-
ment.

*Meer Reza Eyar
Khan, Son of Meer
Jaffier Eyar Khan.*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Meer Reza Eyar Khan, son of Meer Jaffier Eyar Khan, both now or late of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, that we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Meer Reza Eyar Khan upon the said late Nabobs Wallajah and Omdut ul Omrah, for arrears of pay stated to be due to him from their said late Highnesses, amounting to the principal sum of three thousand two hundred and forty-six Star Pagodas and fifteen fanams (S. P^s 3,246. 15f.) which, with interest calculated thereon to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum of three thousand seven hundred and eighty-nine Star Pagodas twenty-five fanams and fifty-two cash (S. P^s 3,789. 25f. 52c.) or one thousand five hundred and fifteen Pounds sixteen shillings and ten-pence halfpenny sterling (£. 1,515. 16s. 10½d.); and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Meer Reza Eyar Khan was in the service of the said Nabobs Wallajah and Omdut ul Omrah: And we do further find, that on account of arrears of his pay as aforesaid, the sum of two hundred and forty Star Pagodas, (S. P^s 240.) on or about the thirty-first day of July, in the year of our Lord one thousand eight hundred and one, and the further sum of two hundred and forty Star Pagodas (S. P^s 240.) on or about the twenty-fifth day of November, in the year of our Lord one thousand eight hundred and seven, were paid to the said Meer Reza Eyar Khan by the Government of Madras, on the part of the said United Company, and that Claims in respect to the said payments have been preferred before us by the said United Company: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay of the said Meer Reza Eyar Khan, that in respect to the hereinbefore recited Claim upon the said late Nabob Wallajah, nothing is due and owing from the representatives of his said late Highness to the said Meer Reza Eyar Khan, and that in respect to the hereinbefore recited Claim upon the said late Nabob Omdut ul Omrah, the aggregate sum (principal and interest) of two thousand five hundred and forty-four Star Pagodas ten fanams and sixty-two cash (S. P^s 2,544. 10f. 62c.) or one thousand and seventeen Pounds fourteen shillings and one halfpenny sterling (£. 1,017. 14s. 0½d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of his said late Highness to the said Meer Reza Eyar Khan, and still is justly due and owing to him and his assigns, reserving for further inquiry in India the principal sum of one thousand two hundred and sixty-three Star Pagodas and twelve annas (S. P^s 1,263. 12a.) with the interest which may be due thereon to the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four: And we do further find, That of the said aggregate sum of two thousand five hundred and forty-four Star Pagodas ten fanams and sixty-two cash (S. P^s 2,544. 10f. 62c.) or one thousand and seventeen pounds fourteen shillings and one halfpenny sterling (£. 1,017. 14s. 0½d.) the sum of two hundred and eighty Star Pagodas six fanams and sixty-five cash (280 S. P^s 6f. 65c.) or one hundred and twelve Pounds one shilling and three-pence halfpenny sterling (£. 112. 1s. 3½d.) being the amount, principal and interest, of the said sum of two hundred and forty Star Pagodas (S. P^s 240.) so paid as aforesaid, on the part of the said United Company, to the said Meer Reza Eyar Khan as on the thirty-first day of July,

July, in the year of our Lord one thousand eight hundred and one, and the further sum of two hundred and ten Star Pagodas twelve fanams and twenty-seven cash (S. P^a 210. 13f. 27c.) or eighty-four pounds two shillings and four-pence one farthing sterling (£.84. 2s. 4½d.) being the value on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the said sum of two hundred and forty Star Pagodas (S. P^a 240.) so paid as aforesaid on the part of the said United Company to the said Meer Reza Eyar Khan, as on the twenty-fifth day of November, in the year of our Lord one thousand eight hundred and seven, making together, on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum of four hundred and ninety Star Pagodas nineteen fanams and twelve cash (S. P^a 490. 19f. 12c.) or one hundred and ninety-six Pounds three shillings and seven-pence three farthings sterling (£.196. 3s. 7¾d.) are in respect to the said two hereinbefore recited payments justly due and owing to the said United Company; and that the sum of two thousand and fifty-three Star Pagodas thirty-three fanams and fifty cash (S. P^a 2,053. 33f. 50c.) or eight hundred and twenty-one Pounds ten shillings and four-pence three farthings sterling (£. 821. 10s. 4¾d.) being the remaining portion of the said aggregate sum, is justly due and owing to the said Meer Reza Eyar Khan: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That nothing is due and owing from the representatives of the said late Nabob Wallajah to the said Meer Reza Eyar Khan in respect to his said Claim upon his said late Highness: And we do further Award and Adjudge, That the said aggregate sum of two thousand five hundred and forty-four Star Pagodas ten fanams and sixty-two cash (S. P^a 2,544. 10f. 62c.) or one thousand and seventeen Pounds fourteen shillings and one halfpenny sterling (£.1,017. 14s. 0½d.) was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Meer Reza Eyar Khan, and still is justly due and owing to the said Meer Reza Eyar Khan and his assigns, in respect to his said Claim upon his said late Highness: And we do further Award and Order, That the said debt, being a debt contracted by the said late Nabob Omdut ul Omrah for arrears of pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That the sum of four hundred and ninety Star Pagodas nineteen fanams and twelve cash (S. P^a 490. 19f. 12c.) or one hundred and ninety-six Pounds three shillings and seven-pence three farthings sterling (£. 196. 3s. 7¾d.) being a portion of the said aggregate amount so found due as aforesaid, is justly due and owing to the said United Company of Merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic; and that the sum of two thousand and fifty-three Star Pagodas thirty-three fanams and fifty cash (S. P^a 2,053. 33f. 50c.) or eight hundred and twenty-one Pounds ten shillings and four-pence three farthings sterling (£.821. 10s. 4¾d.) being the remaining portion of the said aggregate amount, is justly due and owing to the said Meer Reza Eyar Khan, and that the said Meer Reza Eyar Khan hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, save and except as hereinbefore excepted, at the instance of the said Meer Reza Eyar Khan, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the nineteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

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Adjudications
in favour of
Claimants.

Signed (being first duly stamped).
in the presence of (Signed) { BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS. .
(Signed) George Parkhouse.

CLAIM N° 565 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdat ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Heera Loll, of the East Indies, as son and heir of the late Hunsra Raje Consummah, formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted the claim of the estate of the said Hunsra Raje to the judgment, award, order and determination

N° 735.
CLAIM
N° 662 in the Madras
Gazette of the 6th
April 1809;
N° 793 in the London
Gazette of the 9th
December 1809;
and,
N° 565 in the Fifth
Report to Parliam-
ent.
Heera Loll, Son
and Heir of the late
Hunsra Raje Con-
summah.

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Adjudications
in favour of
Claimants.

nation of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration two items of Claim made by the said Heera Loll; the first item of Claim being for arrears of pay alleged to have been due to his said late father Hunsa Raje from the said late Nabob Wallajah, for the amount of which reference is made to the dufters of his said Highness; the second item of claim being for arrears of pay alleged to have been due to his said late father Hunsa Raje, from the said late Nabob Omdut ul Omrah, which arrears are stated in the Madras Gazette, and in our Fifth Report to Parliament, to amount to the principal sum of two hundred and fifty-six Star Pagodas nine fanams and thirty cash (S. P^a 256. 9f. 30c.), but in the Schedule of the Claim are stated to amount to the principal sum of three hundred and forty-one Star Pagodas thirty-nine fanams and thirty cash (S. P^a 341. 39f. 30c.), which last mentioned principal sum, with interest thereon to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum of three hundred and ninety-nine Star Pagodas six fanams and fifty-two cash (S. P^a 399. 6f. 52c.), or one hundred and fifty-nine Pounds thirteen shillings and three-pence one farthing sterling (£. 159. 13s. 3½d.); and having duly investigated the said two items of Claim so made as aforesaid, according to the covenants, provisions and directions of the aforesaid Indenture, do find, in respect to the first item of Claim, That the said late Hunsa Raje was in the service of the said late Nabob Wallajah: And we do further find, That on account of arrears of pay of the said Hunsa Raje, the sum of three hundred Rupees (R^a 300) was on or about the first day of November, in the year of our Lord one thousand eight hundred and six, paid to the said Hunsa Raje, by the Government of Madras, on the part of the said United Company, and that a Claim in respect to the said payment hath been preferred before us by the said United Company: And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay of the said late Hunsa Raje, That the aggregate sum (principal and interest) of one thousand and fifty-two Star Pagodas four fanams and seventy-three cash (S. P^a 1,052. 4f. 73c.), or four hundred and twenty Pounds sixteen shillings and eleven-pence one farthing (£. 420. 16s. 11½d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Wallajah to the said late Hunsa Raje, and still is justly due and owing to the legal representative or representatives of the said late Hunsa Raje and his assigns: And we do further find, That of the said aggregate amount, the sum of seventy-eight Star Pagodas and sixty-four cash (S. P^a 78. 64c.), or thirty-one Pounds four shillings and two-pence sterling (£. 31. 4s. 2d.), being the value on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the said sum of three hundred rupees (R^a 300) so paid as aforesaid on the part of the said United Company, to the said late Hunsa Raje, as on the first day of November, in the year of our Lord one thousand eight hundred and six, is, in respect to the said payment, justly due and owing to the said United Company; and that the sum of nine hundred and seventy-four Star Pagodas four fanams and nine cash (S. P^a 974. 4f. 9c.) or three hundred and eighty-nine Pounds twelve shillings and nine-pence one farthing sterling (£. 389. 12s. 9¼d.) being the remaining portion of the said aggregate amount, is justly due and owing to the said Heera Loll, for the benefit of the legal representative or representatives of the said Hunsa Raje: And we do further find, in respect of the second item of Claim, That nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the legal representative or representatives of the said Hunsa Raje: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum of one thousand and fifty-two Star Pagodas four fanams and seventy-three cash (S. P^a 1,052. 4f. 73c.) or four hundred and twenty Pounds sixteen shillings and eleven-pence one farthing sterling (£. 420. 16s. 11½d.) was justly due and owing from the representatives of the said late Nabob Wallajah to the said late Hunsa Raje: And we do further Award and Adjudge, That the sum of seventy-eight Star Pagodas and sixty-four cash (S. P^a 78. 64c.) or thirty-one Pounds four shillings and two-pence sterling (£. 31. 4s. 2d.) being a portion of the said aggregate amount, is justly due and owing to the said United Company of Merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic; and that the sum of nine hundred and seventy-four Star Pagodas four fanams and nine cash (S. P^a 974. 4f. 9c.) or three hundred and eighty-nine Pounds twelve shillings and nine-pence one farthing sterling (£. 389. 12s. 9¼d.) being the remaining portion of the said aggregate amount, is due and owing to the said Heera Loll, for the benefit of the legal representative or representatives of the said Hunsa Raje; and that the said Heera Loll hath and shall have right to participate of the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said late Nabob Wallajah, for arrears of pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah, to the legal representative or representatives of the said late Hunsa Raje: And we do further Award and Adjudge, That all

all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said two items of Claim, them or either of them, at the instance of the said Heera Loll, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twentieth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Absolute
Adjudication
in favour of
Claimants.

Signed (being first duly stamped) in the presence of (Signed) **BENJAMIN HOBHOUSE.**
THOMAS COCKBURN.
ROBERT HARRY INGLIS.
(Signed) *Robert Playfair.*

CLAIM N° 753 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Thomas Cockburn Esquire, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Madhoo Row, son of Narain Pundit, both now or formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, that we, the said Sir Benjamin Hobhouse and Thomas Cockburn, having taken into consideration a claim made by the said Madhoo Row, for the principal sum of one thousand three hundred and two Star Pagodas forty-one fanams and thirty-nine cash (S. P^s 1,302. 41 f. 39 c.) stated to be for arrears of pay due to him, the said Madhoo Row, by the said late Nabob Wallajah, and for the principal sum of one thousand four hundred and seventy-four Star Pagodas, twelve fanams and fifty-two cash (S. P^s 1,474. 12 f. 52 c.) stated to be for arrears of pay due to him the said Madhoo Row, by the said late Nabob Omdut ul Omrah, the said two principal sums making together with interest, calculated thereon, to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum (principal and interest) of four thousand one hundred and eighty Star Pagodas forty-three fanams and forty-seven cash (S. P^s 4,180. 43 f. 47 c.) or one thousand six hundred and seven-two Pounds and eight shillings sterling (£. 1,672. 8s.); and having also taken into consideration another Claim made by the said Madhoo Row, for arrears of pay, stated to be due to him the said Madhoo Row; by the said late Nabob Omdut ul Omrah, but for the amount of which arrears reference is made to the Dufters of his said Highnesses, and having duly investigated the said several Claims, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Madhoo Row was in the service of the said late Nabobs Wallajah and Omdut ul Omrah: And we do further find, That on account of the arrears of pay due to the said Madhoo Row from the said late Nabob Omdut ul Omrah, the sum of three hundred and forty-two Star Pagodas thirty-seven fanams and forty cash (S. P^s 342. 37 f. 40 c.) was on or about the first day of December, in the year of our Lord one thousand eight hundred and six, paid to the said Madhoo Row by the Government of Madras, on the part of the said United Company, and that a Claim in respect to the said payment hath been preferred before us by the said United Company: And we do further find, That the said Madhoo Row, hath alleged, that he did advance six hundred Pagodas (S. P^s 600) by way of loan in the Fusly year twelve hundred and ten, or February in the year of our Lord one thousand eight hundred and one, to the manager of Hussun ul Mulk renter of the Arcot province, and in repayment thereof, did deduct that sum from the amount bonâ fide paid to him on account of the pay which had accrued to him during the Fuslee years, twelve hundred and seven, eight and nine, and that in case such deduction and transfer should not be sanctioned and allowed by the Board, then he, the said Madhoo Row claims the said sum of six hundred Pagodas (P^s 600) with interest thereon, to be due from the representatives of the late Nabob Omdut ul Omrah; and we do further find, That in respect to the said alleged loan so stated to have been made by him, the said Madhoo Row as aforesaid, nothing is due or owing from the representatives of the said late Nabob Omdut ul Omrah to the said Madhoo Row: And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, accounts of the arrears of pay respectively due from the said late Nabobs Wallajah and Omdut ul Omrah to the said Madhoo Row, That the aggregate sum (principal and interest) of one thousand six hundred and seventy Star Pagodas thirty fanams and six cash (S. P^s 1,670. 30 f. 6 c.) or six hundred and sixty-eight Pounds five shillings and eight-pence three farthings

N° 737.

CLAIM
N° 759 in the Madras
Gazette of the 6th
April 1809;
N° 890 in the London
Gazette of the 9th
December 1809;
and,
N° 753 in the Fifth
Report to Parlia-
ment.
*Madhoo Row, Son
of Narain Pundit.*

Absolute
Adjudication
in favour of
Claimants.

things sterling (£.668. 5s. 8½d.) was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabob Wallajah to the said Madhoo Row, in respect to the Claim for arrears of pay so made by him as aforesaid upon his said Highness; and that, on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aggregate sum (principal and interest) of one thousand five hundred and seven Star Pagodas thirty-three fanams and twenty-six cash (S. P^a 1,507. 33f. 26c.) or six hundred and three Pounds two shillings and four-pence one farthing sterling (£.603. 2s. 4½d.) and no more, was justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Madhoo Row, in respect to the said two Claims so made by him as aforesaid upon his said Highness, and still is justly due and owing to the said Madhoo Row and his assigns: And we do further find, That of the said aggregate sum of one thousand five hundred and seven Star Pagodas thirty-three fanams and twenty-six cash (S. P^a 1,507. 33f. 26c.) or six hundred and three Pounds two shillings and four-pence one farthing sterling (£.603. 2s. 4½d.) so found due as aforesaid from the said late Nabob Omdut ul Omrah, the sum of three hundred and eleven Star Pagodas seven fanams and thirty-nine cash (S. P^a 311. 7f. 39c.) or one hundred and twenty-four Pounds nine shillings and five-pence one farthing sterling (£.124. 9s. 5½d.) being the value, on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the said sum of three hundred and forty-two Star Pagodas thirty-seven fanams and forty cash (S. P^a 342. 37f. 40c.) so paid as aforesaid on the part of the said United Company to the said Madhoo Row, is, in respect to the said payment, justly due and owing to the said United Company, and that the sum of one thousand one hundred and ninety-six Star Pagodas twenty-five fanams and sixty-seven cash (S. P^a 1,196. 25f. 67c.) or four hundred and seventy-eight Pounds twelve shillings and eleven-pence sterling (£.478. 12s. 11d.) being the remaining portion of the said aggregate sum so found due as aforesaid against the said late Nabob Omdut ul Omrah, is justly due and owing to the said Madhoo Row: And we the said Sir Benjamin Hobhouse, and Thomas Cockburn, do hereby Award and Adjudge, That in respect to the said alleged loan of six hundred Star Pagodas (S. P^a 600) so stated to have been made by him the said Madhoo Row as aforesaid, nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah to him the said Madhoo Row; and that in respect thereto, the said Madhoo Row hath no Claim upon the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That the aforesaid sum of one thousand six hundred and seventy Star Pagodas thirty fanams and six cash (S. P^a 1670. 30f. 6c.) or six hundred and sixty-eight Pounds five shillings and eight-pence three farthings (£.668. 5s. 8½d.) and the aforesaid sum of one thousand one hundred and ninety-six Star Pagodas twenty-five fanams and sixty-seven cash (S. P^a 1,196. 25f. 67c.) or four hundred and seventy-eight Pounds twelve shillings and eleven-pence sterling (£.478. 12s. 11d.) severally found due as aforesaid, and making together the sum of two thousand eight hundred and sixty-seven Star Pagodas thirteen fanams and seventy-three cash (S. P^a 2,867. 13f. 73c.) or one thousand one hundred and forty-six Pounds eighteen shillings and seven-pence three-farthings sterling (£.1,146. 18s. 7½d.) are justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah to the said Madhoo Row, and that the said Madhoo Row hath and shall have right to participate to the amount of the said sum of two thousand eight hundred and sixty-seven Star Pagodas thirteen fanams and seventy-three cash (S. P^a 2,867. 13f. 73c.) or one thousand one hundred and forty-six Pounds eighteen shillings and seven-pence three-farthings sterling (£.1,146. 18s. 7½d.) in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That the aforesaid sum of three hundred and eleven Star Pagodas seven fanams and thirty-nine cash (S. P^a 311. 7f. 39c.) or one hundred and twenty-four Pounds nine shillings and five-pence one farthing sterling (£.124. 9s. 5½d.) is justly due and owing to the said United Company of merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debts being debts contracted by the said late Nabobs Wallajah and Omdut ul Omrah for pay, are and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claims, them or either of them, or the debt or debts claimed thereon, at the instance of the said Madhoo Row, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we the said Sir Benjamin Hobhouse, and Thomas Cockburn, have hereunto set our hands, the first day of April, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed) Robert Playfair.

(Signed)

{ BENJAMIN HOBHOUSE.
{ THOMAS COCKBURN.

CLAIM N^o 841 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Meer Asudoolla Khan, commonly called Meer Mahomed Ismael Khan, of the East Indies, (since deceased) did become party to the aforesaid Indenture, and did thereby submit himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said late Meer Asudoolla Khan, for arrears of pay due to him from the said late Nabob Omdut ul Omrah, for the amount of which arrears reference is made to the Dufters of his said Highness, and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said late Meer Asudoolla Khan was in the service of the said late Nabob Omdut ul Omrah: And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said late Meer Asudoolla Khan, That in respect to the said Claim so made by him as aforesaid, the aggregate sum (principal and interest) of three thousand five hundred and sixty-three Star Pagodas seven fanams and fifty-nine cash (S. P. 3,563. 7 f. 59 c.) or one thousand four hundred and twenty-five Pounds five shillings and five pence three farthings sterling (£.1,425. 5s. 5½ d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said late Meer Asudoolla Khan, and still is justly due and owing to Izzutoonissa, his widow, and Meer Mahomed Hoosynaly and Meer Mahomed Neijmoodeenaly, his sons, for the benefit of the legal representative or representatives of him the said late Meer Asudoolla Khan: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby award and adjudge, That in respect of the hereinbefore recited Claim, the said aggregate sum of three thousand five hundred and sixty-three Star Pagodas seven fanams and fifty-nine cash (S. P. 3,563. 7 f. 59 c.) or one thousand four hundred and twenty-five Pounds five shillings and five pence three farthings sterling (£.1,425. 5s. 5½ d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said late Meer Asudoolla Khan, and still is justly due and owing to Izzutoonissa, his widow, and Meer Mahomed Hoosynaly and Meer Mohamed Neijmoodeenaly, his sons, for the benefit of the legal representative or representatives of him the said Meer Asudoolla Khan, and that the said Izzutoonissa, and the said Meer Mahomed Hoosynaly, and the said Meer Mahomed Neijmoodeenaly have and shall have right to participate to the amount of the said sum, in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt being a debt contracted by the said late Nabob Omdut ul Omrah for pay, is and shall be comprised in the first Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect of the said hereinbefore recited Claim, at the instance of the said Izzutoonissa, or of the said Meer Mahomed Hoosynaly, or of the said Meer Mahomed Neijmoodeenaly, them or either of them, or of the legal representative or representatives of the said late Meer Asudoolla Khan, or of any other person or persons whatsoever. In witness whereof, we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the fourth day of April, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed) George Parkhouse.

(Signed)

BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

Absolute
Adjudication
in favour of
Claimants,

N^o 738.

CLAIM
N^o 1,339 in the Madras
Gazette of the 11th
May 1809;
N^o 1,469 in the Lon-
don Gazette of the
3d February 1810;
and,
N^o 841 in the Fifth
Report to Parlia-
ment.

Meer Asudoolla
Khan, commonly
called Meer Ma-
homed Ismaeel
Khan (since de-
ceased).

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies,

N^o 739.

The United Com-
pany of Merchants
of England trading
to the East Indies,

Absolute
Adjudication
in favour of
Claimants.

for certain Sums paid by their Government of Madras, in part of arrears due to certain servants of his late Highness the Nabob Omdut ul Omrah, and reserved in certain Awards.

¹ Major William Hamilton.

² Lawrence Cuzzo.

³ William Abbott.

⁴ Alexander Binny.

⁵ John Norrys.

⁶ Maurice Fitzgerald.

⁷ Syed Khizer.

⁸ Syed Moheesooddeen Khoadi.

⁹ Syed Mohummud Attar.

¹⁰ Meer Cootbuddeen Khau.

Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part; Send Greeting: Whereas Claims have been preferred before us by the said United Company, for certain sums paid by the government of Madras, in part of arrears due to certain servants of his said late Highness the Nabob Omdut ul Omrah, and reserved in certain awards executed by the Commissioners acting for the time being under the said deed of Indenture, that is to say; the sum of three thousand five hundred and ninety-nine Star Pagodas and twenty-one fanams (S. P^a 3,599. 21 f.) or one thousand four hundred and thirty-nine Pounds and sixteen shillings sterling (£. 1,439. 16 s.) in ¹Award number fifty-five (55) the sum of four hundred and sixty-nine Star Pagodas thirty-five fanams and twenty-one cash (S. P^a 469. 35 f. 21 c.) or one hundred and eighty-seven Pounds eighteen shillings and nine-pence sterling (£. 187. 18 s. 9 d.); in ²Award number fifty-six (56) the sum of eight thousand six hundred and sixty-seven Star Pagodas twenty-two fanams and seventy-six cash (S. P^a 8,667. 22 f. 76 c.) or three thousand four hundred and sixty-seven Pounds and four-pence sterling (£. 3,467. 0 s. 4 d.); in ³Award number one hundred and ninety-five (195) the sum of ten thousand eight hundred and sixty-four Star Pagodas twenty-nine fanams and seventy cash (S. P^a 10,864. 29 f. 70 c.) or four thousand three hundred and forty-five Pounds seventeen shillings and nine-pence sterling (£. 4,345. 17 s. 9 d.); in ⁴Award number two hundred and thirty-two (232) a certain unspecified sum; in ⁵Award number two hundred and sixty-nine (269) which sum appears to have been the principal sum of fifty-four Star Pagodas (S. P^a 54.) amounting with interest thereon to the aggregate sum, principal and interest, of sixty-two Star Pagodas twenty fanams and thirty-three cash (S. P^a 62. 20 f. 33 c.) or twenty-four Pounds nineteen shillings and ten-pence three farthings sterling (£. 24. 19 s. 10 $\frac{3}{4}$ d.); the sum of twenty-one thousand eight hundred and fifty-four Star Pagodas thirty-four fanams and sixty-two cash (S. P^a 21,854. 34 f. 62 c.) or eight thousand seven hundred and forty-one Pounds eighteen shillings and eight-pence sterling (£. 8,741. 18 s. 8 d.); in ⁶Award number three hundred and seventy-nine (379) the sum of sixty-one Star Pagodas thirty fanams and eleven cash (S. P^a 61. 30 f. 11 c.) or twenty-four Pounds thirteen shillings and nine-pence sterling (£. 24. 13 s. 9 d.); in ⁷Award number four hundred and sixty (460) the sum of twenty-four Star Pagodas (S. P^a 24.) or nine pounds and twelve shillings sterling (£. 9. 12 s.); in ⁸Award number four hundred and sixty-two (462) the sum of ninety-three Star Pagodas fourteen fanams and thirty-five cash (S. P^a 93. 14 f. 35 c.) or thirty-seven Pounds six shillings and nine-pence sterling (£. 37. 6 s. 9 d.) being the value on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the sum of one hundred and two Star Pagodas and thirty-six fanams (S. P^a 102. 36 f.) or forty-one Pounds two shillings and ten-pence farthing sterling (£. 41. 2 s. 10 $\frac{1}{4}$ d.) reserved in ⁹Award number five hundred and forty-eight (548) having been paid by the said United Company on the first day of December, in the year of our Lord one thousand eight hundred and six, and the principal sum of nine hundred and ninety-seven Arcot Rupees and eight annas (A. R^a 997. 8 a.); in ¹⁰Award number seven hundred and twenty-six (726) amounting with interest thereon to the aggregate sum, principal and interest, of three hundred and thirty Star Pagodas twenty-nine fanams and seven cash (S. P^a 332. 29 f. 7 c.) or one hundred and thirty-three Pounds one shilling and sixpence one halfpenny sterling (£. 133. 1 s. 6 $\frac{1}{2}$ d.); And whereas the said several hereinbefore recited sums were, as severally requiring further consideration, withdrawn from the said several Awards, and were accordingly not included in the adjudications respectively made therein: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken the said Claims of the United Company in the said several sums into further consideration, do find, That the said sums hereinbefore respectively recited, and making together the aggregate sum of forty-six thousand and thirty Star Pagodas twenty-seven fanams and seventy-five cash (S. P^a 46,030. 27 f. 75 c.) or eighteen thousand four hundred and twelve Pounds five shillings and five-pence one farthing sterling (£. 18,412. 5 s. 5 $\frac{1}{4}$ d.) were, as on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still are severally due and owing to the said United Company of Merchants of England trading to the East Indies: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said aggregate sum, of forty-six thousand and thirty Star Pagodas twenty-seven fanams and seventy-five cash (S. P^a 46,030. 27 f. 75 c.) or eighteen thousand four hundred and twelve Pounds five shillings and five-pence one farthing sterling (£. 18,412. 5 s. 5 $\frac{1}{4}$ d.) is justly due and owing in the First Class of Debts, from the representatives of the said late Nabob Omdut ul Omrah, to the said United Company of Merchants of England trading to the East Indies; and that the said United Company hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said hereinbefore recited Claims, them or either of them, at the instance of the said United Company, or of any person or persons whatsoever. In witness whereof,

whereof, we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the fourteenth day of May, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed) *George Parkhouse.*

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

Absolute
Adjudications
in favour of
Claimants.

Connected with CLAIM N° 1,424 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by Award, number two hundred and ninety-seven (N° 297), bearing date the nineteenth day of July, in the year of our Lord one thousand eight hundred and thirteen, passed in respect to the Claim of Vendalore Mootoo Moodeliar, the sum of six hundred Star Pagodas (S. P^s 600.) is stated to have been paid to "him the said Vendalore Mootoo Moodeliar, in part of his "alleged arrears of pay, by the Madras government:" And whereas, a Claim hath been preferred before us by the said United Company, on account of the said payment so made on their part by the said government of Madras: And whereas, the said payment was made to the said Vendalore Mootoo Moodeliar on or about the fifteenth day of January, in the year of our Lord one thousand eight hundred and seven: And whereas, prior thereto the said Vendalore Mootoo Moodeliar became party to certain Articles of Agreement, bearing date the third day of May, in the year of our Lord one thousand eight hundred, between several persons describing themselves as Creditors of the late Nabobs of the Carnatic, of the first part; John Fordyce, of Whitehall, in the county of Middlesex (since deceased), of the second part; and the persons therein named as trustees, of the third part; and thereby transferred and assigned over to the said trustees, one-twentieth part of every debt or sum of money owing to him from their Highnesses the late Nabobs of Arcot, or the Ameer ul Omrah, or from any one of them, and of the interest to accrue thereon, the said one-twentieth part to be taken upon the sum at which the principal and interest of the said debt shall be liquidated or made up, to receive and hold the said one-twentieth part so thereby to them assigned upon the trusts in the said Articles of Agreement mentioned and set forth: And whereas, George Moubray being the last surviving trustee who hath executed the said Articles of Agreement, hath also executed the aforesaid Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, and hath thereby submitted himself, his heirs, executors, and administrators, to the judgment, award, order and determination of the Commissioners under the said Indenture: Now know ye, that we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim preferred on the part of the said United Company, in respect to the said payment of six hundred Star Pagodas (S. P^s 600) so made as aforesaid, on the fifteenth day of January, in the year of our Lord one thousand eight hundred and seven, to the said Vendalore Mootoo Moodeliar; and having also taken into consideration a Claim made by the said George Moubray, the trustee as aforesaid, named in the said Articles of Agreement, of the third day of May, in the year of our Lord one thousand eight hundred, as assignee as aforesaid, for the one-twentieth part as aforesaid, of the amount which shall be found to have been due from the said late Nabobs, them or either of them, to the said Vendalore Mootoo Modeliar, and having duly investigated the said Claims, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That on the death of the said late Nabob Omdut ul Omrah, on the fifteenth day of July, in the year of our Lord one thousand eight hundred and one, there was due and owing from his said Highness, for arrears of pay to the said Vendalore Mootoo Modeliar a certain sum, which, with arrears of interest thereon, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum, principal and interest, of five hundred and forty-two Star Pagodas three fanams and twenty-six cash (S. P^s 542. 3f. 26c.) or two hundred and sixteen Pounds sixteen shillings and seven-pence three farthings sterling (£. 216. 16s. 7½d.); and we do further find, that the said sum is still justly due and owing from the representatives of his said Highness, to the assigns of the said Vendalore Mootoo Modeliar: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, that of the said sum of five hundred and forty-two Star Pagodas three fanams and twenty-six cash (S. P^s 542. 3f. 26c.) or two hundred and sixteen Pounds sixteen shillings and seven-pence three farthings sterling (£. 216. 16s. 7½d.)

N° 740.

Connected with
CLAIM
N° 788 in the London
Gazette of the 9th
December 1809;
and,
N° 1,424 in the Fifth
Report to Parlia-
ment.

The United Com-
pany of Merchants
of England trading
to the East Indies,
for a Sum paid by
their Government
of Madras to Ven-
dalore Mootoo
Moodeliar, in re-
spect to his Claim
for Arrears of Pay,
and reserved in
Award, N° 297.

Absolute
Adjudications
in favour of
Claimants.

so due as aforesaid, on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, in the First Class of Debts under the said Indenture, the sum of twenty-seven Star Pagodas four fanams and twenty-nine cash (S. P^a 27. 4 f. 29 c.) or ten Pounds sixteen shillings and ten-pence sterling (£. 10. 16s. 10d.) being the one-twentieth part of the said amount, is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah, to the said George Moubray as assignee as aforesaid; and that the said George Moubray hath and shall have right to participate to the amount of the said sum of twenty-seven Star Pagodas four fanams and twenty-nine cash (S. P^a 27. 4 f. 29 c.) or ten Pounds sixteen shillings and ten-pence sterling (£. 10. 16s. 10d.) in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic, and that the sum of five hundred and fourteen Star Pagodas forty fanams and seventy-seven cash (S. P^a 514. 40 f. 77 c.) or two hundred and five Pounds nineteen shillings and nine-pence three-farthings sterling (£. 205. 19s. 9½d.) being the remaining portion of the aforesaid sum, is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah, to the said United Company of Merchants of England trading to the East Indies, and that the said United Company have and shall have right to participate to the amount of the said sum of five hundred and fourteen Star Pagodas forty fanams and seventy-seven cash (S. P^a 514. 40 f. 77 c.) or two hundred and five Pounds nineteen shillings and nine-pence three-farthings sterling (£. 205. 19s. 9½d.) in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Vendalore Mootoo Modeliar, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the fourteenth day of May, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

Connected with CLAIMS N^o 271 and 272 in our Fifth Report.

N^o 741.

Connected with
CLAIMS
N^{os} 550 and 551 in
the London Gazette
of the 29th July
1809; and
N^{os} 271 and 272 in the
Fifth Report to Par-
liament.

Sums reserved from
certain Awards on
the Claims of the
Representatives of
Bavany Doss
Nanasa Soucar.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by awards in reference to certain Claims of the representatives of *Bavany Doss Nanasa Soucar*, numbers six hundred and twelve (612); six hundred and thirteen (613); six hundred and fourteen (614); six hundred and eighteen (618); and six hundred and twenty (620); bearing dates respectively, the seventh, eighth, ninth, twenty-eighth and thirty-first days of August, in the year of our Lord one thousand eight hundred and twenty-one, the following sums, each being the one-twentieth part of the amount respectively found due, were excluded from the said awards for the sake of further investigation, as will be more fully shown by reference to the said awards, viz. Two hundred and fifty-two Star Pagodas eleven fanams and fifty-one cash (S. P^a 252. 11 f. 51 c.) or one hundred Pounds eighteen shillings and two-pence halfpenny sterling (£. 100. 18s. 2½d.); three hundred and sixty-eight Star Pagodas seven fanams and sixty-one cash (S. P^a 368. 7 f. 61 c.) or one hundred and forty-seven Pounds five shillings and sixpence sterling (£. 147. 5s. 6d.); thirty-two Star Pagodas thirty-eight fanams and forty-six cash (S. P^a 32. 38 f. 46 c.) or thirteen Pounds three shillings and four-pence sterling (£. 13. 3s. 4d.); one hundred and eighty-one Star Pagodas and twenty-three cash (S. P^a 181. 23 c.) or seventy-two Pounds and eight shillings sterling (£. 72. 8s.); and seven hundred and sixty-seven Star Pagodas twenty-two fanams and eight cash (S. P^a 767. 22 f. 8 c.) or three hundred and seven Pounds and two-pence halfpenny sterling (£. 307. 0s. 2½d.); the said sums, making together an aggregate of one thousand six hundred and one Star Pagodas thirty-eight fanams and twenty-nine cash (S. P^a 1,601. 38 f. 29 c.) or six hundred and forty Pounds fifteen shillings and three-pence sterling (£. 640. 15s. 3d.): Now know ye, That we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having further taken into consideration the right of the parties claiming the said several sums so excluded as aforesaid from the said Awards, do find, That of the said aggregate sum of one thousand six hundred and one Star Pagodas thirty-eight fanams and twenty-nine cash (S. P^a 1,601. 38 f. 29 c.) or six hundred and forty Pounds fifteen shillings and three-pence sterling (£. 640. 15s. 3d.) due on

on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the sum of one thousand five hundred and twenty-one Star Pagodas thirty six fanams and sixty cash (S. P^s 1,521. 36 f. 60 c.) or six hundred and eight Pounds and fifteen shillings sterling (£. 608. 15 s.) is justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to William Fairlie and John Innes, of Broad-street Buildings London, assignees of William Douglas Brodie, of Madras, in the East Indies, and that the sum of eighty Star Pagodas one fanam and forty-nine cash (S. P^s 80. 1 f. 49 c.) or thirty-two Pounds and three-pence sterling (£. 32. os. 3d.) being the remaining portion of the said aggregate sum, is justly due and owing from the said late Nabobs Wallajah and Omdut ul Omrah, to George Moubray, of Devonshire-street, in the parish of St. Mary-le-bone, the last surviving trustee of the late John Fordyce, formerly of Whitehall, in the county of Middlesex: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said sum of one thousand five hundred and twenty-one Star Pagodas thirty-six fanams and sixty cash (S. P^s 1,521. 36 f. 60 c.) or six hundred and eight Pounds and fifteen shillings sterling (£. 608. 15 s.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to the said William Fairlie and John Innes, as assignees as aforesaid, and that the said sum of eighty Star Pagodas one fanam and forty-nine cash (S. P^s 80. 1 f. 49 c.) or thirty-two Pounds and three-pence sterling (£. 32. os. 3d.) was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to the said George Mowbray, as the last surviving trustee as aforesaid, and that the said William Fairlie and John Innes and the said George Moubray, they having submitted themselves, their heirs, executors and administrators, to our judgment, award, order and determination in the premises, have and shall have right to participate to the said sums respectively in the Second Class of Debts in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Debts, at the instance of the said William Fairlie and John Innes and George Moubray, or of the representative or representatives of the said Bavany Doss Nanasa Soucar, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-third day of October, in the year of our Lord one thousand eight hundred and twenty-three.

Absolute
Adjudications
in favour of
Claimants.

Signed (being first duly stamped)
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

(Signed) George Parkhouse.

THE Aggregate Sterling Amount adjudicated in favour of }
Claimants, at the date of this Report, is - - - } £. 2,445,630. 0. 8 $\frac{1}{2}$.

Absolute
Adjudications
against
Claimants.

ABSOLUTE ADJUDICATIONS *against* CLAIMANTS.

CLAIM N° 3,351 in our Thirteenth Report.

N° 729.

CLAIM

N° 9,387 in the Madras Gazette of the 14th December 1809; N° 3,369 in the Affiche of the 31st December 1817; and N° 3,351 in the Thirteenth Report to Parliament.

Ram Nair, of Mahee Mundal, Son of Moodoo Nair.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Thomas Cockburn Esquire, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah; and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Ram Nair, of Mahee Mundal, son of Moodoo Nair, both now or formerly of the East Indies; hath become Party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse and Thomas Cockburn, having taken into consideration a Claim made by the said Ram Nair upon the late Nabob Omdut ul Omrah, for the principal sum of one thousand one hundred and eighty-five Star Pagodas (S. P^a 1,185.) alleged to be arrears of pay due by his said late Highness to the said Ram Nair, which said principal sum, with arrears of interest, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand three hundred and eighty-three Star Pagodas twelve fanams and fifty-one cash (S. P^a 1,383. 12 f. 51 c.) or five hundred and fifty-three Pounds six shillings and five-pence sterling (£. 553. 6s. 5d.); and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Ram Nair, in respect to the said Claim so made by him as aforesaid: And we, the said Sir Benjamin Hobhouse and Thomas Cockburn, do hereby Award and Adjudge, that the said Ram Nair hath no claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic in respect of the said claim: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all Demand whatsoever in respect of the said Claim, at the instance of the said Ram Nair, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse and Thomas Cockburn, have hereunto set our hands, the fourth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Signed (being first duly stamped)
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.
{ THOMAS COCKBURN.

(Signed) *Robert Playfair.*

CLAIM N° 4,559 in our Nineteenth Report.

N° 736.

CLAIM

N° 10,950 in the Madras Gazette of the 12th July 1821; N° 4,546 in the London Gazette of the 7th December 1822; and, N° 4,559 in the Nineteenth Report to Parliament.

Sukeena Bee, Widow of Khooja Abdool Wahid.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Sukeena Bee, of the East Indies, widow of Khooja Abdool Wahid, formerly also of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted the estate of the said late Khooja Abdool Wahid to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by her under the said Indenture: Now know ye, That we the said

Sir

Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Sukeena Bee, as widow as aforesaid, upon an alleged instalment bond of the said late Nabob Omdut ul Omrah, in favour of the said late Khooja Abdol Wahid, appearing to bear date the first Jemadee-ool-awul, in the year one thousand one hundred and ninety-five of the Hegyra, for the principal sum of two thousand Star Pagodas (S. P^s 2,000), [stated in the Madras Gazette, and in our Nineteenth Report to Parliament, to be for the principal sum of eight hundred Star Pagodas (S. P^s 800)], which said principal sum of two thousand Star Pagodas (S. P^s 2,000), with interest thereon, to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum (principal and interest) of four thousand three hundred and five Star Pagodas eight fanams and fifty cash (S. P^s 4,305. 8f. 50c.), or one thousand seven hundred and twenty-two Pounds one shilling and seven-pence three farthings sterling (£. 1,722. 1s. 7½d.), and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That nothing is due or owing from the representatives of the said late Nabob Omdut ul Omrah to the said Sukeena Bee, as widow as aforesaid, in respect to the said alleged bond, or the debt claimed thereon: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said Sukeena Bee hath no claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the said alleged bond, or the debt claimed thereon: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all claim whatsoever in respect to the said alleged bond, or the debt claimed thereon at the instance of the said Sukeena Bee, or of any other person or persons whatsoever: And we do further Award and Order, That the alleged bond aforesaid shall be cancelled and delivered up to the Court of Directors of the said United East India Company. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twentieth day of March, in the year of our Lord one thousand eight hundred and twenty-three.

Absolute
Adjudications
against
Claimants.

Signed (being first duly stamped)
in the presence of

(Signed) *Robert Playfair.*

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

CLAIM N^o 1,807 in our Sixth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas the said United Company of Merchants of England trading to the East Indies, have become party to the aforesaid Indenture, and have thereby submitted themselves to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by the said United Company under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said United Company, for the principal sum of sixty thousand four hundred and thirty-five Star Pagodas (S. P^s 60,435), which with the arrears of interest alleged to be due thereon, is stated to amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one hundred and two thousand two hundred and thirty-four and one half Star Pagodas (S. P^s 102,234½) or forty thousand eight hundred and ninety-three Pounds and sixteen shillings sterling (£. 40,893. 16s.) which Claim was preferred on behalf of the said United Company, in order to recover out of the fund provided for the satisfaction of the private Debts of the late Nabobs of the Carnatic, the reimbursement of certain sums paid by the said United Company to the Danish East India Company, on account of a Claim of the said Danish East India Company upon the said late Nabob Wallajah, for arms and ammunition furnished by them to the said Nabob; and having, according to the covenants, provisions and directions of the aforesaid deed of Indenture, proceeded in the investigation of the origin and nature of the said Claim, and after such investigation, having received a letter bearing date the twenty-ninth day of January, in the year of our Lord one thousand eight hundred and twenty-four, from the solicitor of the said United Company, in which it is requested by him on their behalf, that the said Claim may be withdrawn, "as it appears from the documents and information which have been transmitted from India, that the grounds on which this

N^o 742.

CLAIM
N^o 1,814 in the London Gazette of the 29th September 1810; and, N^o 1,807 in the Sixth Report to Parliament.

The United Company of Merchants of England trading to the East Indies, for Payments made to the Danish East India Company.

Absolute
Adjudications
against
Claimants.

"Claim was originally preferred, are untenable," do hereby Award and Adjudge, That nothing is due to the said United Company from the fund set apart for the satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the said Claim so preferred by them upon the said fund as aforesaid: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim so preferred as aforesaid, at the instance of the said United Company, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the second day of February, in the year of our Lord one thousand eight hundred and twenty-four.

Signed (being first duly stamped)
in the presence of

(Signed) *George Parkhouse.*

(Signed)

{ BENJAMIN HOBHOUSE.
THOMAS COCKBURN.
ROBERT HARRY INGLIS.

THE Aggregate Sterling Amount of Absolute Adjudications }
 against the Claimants, is, at the date of this Report - } £. 27,163,979. 2. 4½.

We shall here subjoin, for the information of this Honourable House, an ABSTRACT of the AMOUNT of our ADJUDICATIONS to the date of the present Report; viz.

	£.	s.	d.
Aggregate of Absolute Adjudications in favour of Parties	2,445,630	—	8½
Aggregate of Provisional Adjudications in favour of Parties	40,000	17	10
	£. 2,485,630 18 6½		
Aggregate of Absolute Adjudications against the Parties, including the Portions disallowed in Claims favourably adjudicated	£. 27,163,979	2	4½
	TOTAL - - 29,649,610 — 11		
Balance of Claims remaining for Adjudication, when Returns, containing the Results of the Investigations by the Commissioners in India, shall be received, but exclusive of a Number of small Claims (exceeding 8,000) the Subject of the proposed Arrangements, mentioned in the following Para.		567,097	10 5½
	£. 30,216,707 11 4½		

IN reference to the Measures, to which at various times we had called the attention of the East India Company, for the purpose of preventing the continuance of the Commission to an indefinite period, by relieving us from the necessity of investigating a numerous class of small Claims, we had the honour to state in our last Report to this Honourable House, That arrangements, with a view to the attainment of that object, had been transmitted by the Court of Directors of the East India Company to the Governor in Council of Fort Saint George: for the purpose of promoting the same object, we also transmitted instructions to the Commissioners at Madras: it is now our duty to state, that no Return thereto, has, as yet, been received by us from India.

We have further to submit, in reference to the Statements made in our two last Reports to this Honourable House, That immediately on receipt of the Act of Parliament (59 Geo. III. N° 294), [for giving, under the circumstances therein mentioned, relief to Messrs. Chase and Company, and others, against the provisions of an Act (37 Geo. III. cap. 142. sec. 28, 29), for preventing British subjects from being concerned in loans to the Native Princes of India], we transmitted to the Commissioners at Madras, instructions, directing them to proceed in the investigation of the Claims of the several parties named in the said Relief Act: it is now our duty to state, in respect to this subject also, that no return thereto has, as yet, been received by us from India.

We have not failed, repeatedly, to require Returns to our instructions on both the subjects herein again submitted to the notice of this Honourable House; but we apprehend, that the illness of the Second Commissioner, and his consequent absence at the Cape of Good Hope; the death of the Third Commissioner at a later period; and the arrangements for the appointment of their successors (which, though now, we believe, completed, has not yet been officially announced to us), have occasioned the delay during the last year.

Carnatic Office,
 Manchester Buildings,
 Westminster,
 20th February 1824.

BENJAMIN HOBHOUSE.
 THO. COCKBURN,
 ROBERT HARRY INGLIS.