

1. (A) Papers relating to Pecuniary claims
of British subjects on the Native Princes
of India. 1833. Part I Pages 6 + 7!

(B) " " " " Part II Pages 29

V2, L: 8. 2-2 A833-4

2. (C) Papers relating to the Affairs of Oude.
1834. Pages 213

V2, L: 8. 2529 A834

3. (D) Papers relative to the succession
to the throne of Oude. 1838. Pages 50

V2, L: 8. 2529 A838

(E) Further papers " 1838. Pages 50

V2, L: 8. 2529 A838

(F) Papers relative to Steam Communication
with India. 1839. Page 22

V2, L: 806 X3 A839

(G) Correspondence relating Aden. 1839
Pages 92

V2, L: 8. 4674 A839

(H) Occupation of Karachi, 1839.

V2, L: 8. 45 Pages 13
A839.

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P A P E R S

RELATING TO

PECUNIARY CLAIMS OF BRITISH SUBJECTS

ON THE

NATIVE PRINCES OF INDIA,

OR OF

NATIVES.

SUBJECT TO THE AUTHORITY OF THE EAST-INDIA COMPANY

IN INDIA.

LONDON:

PRINTED IN CONFORMITY TO THE RESOLUTION PASSED BY THE COURT OF
PROPRIETORS OF EAST-INDIA STOCK ON THE 20TH MARCH 1833.

BY J. L. COX AND SON, 75, GREAT QUEEN STREET.

1833.

AT A
GENERAL COURT

OF THE

**UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING
TO THE EAST-INDIES,**

Held on Wednesday the 20th March 1833.

RESOLVED, That there be printed and laid before this Court, copy of any Correspondence between the Commissioners for the Affairs of India and the Court of Directors since May 1831, on the subject of Pecuniary Claims of British Subjects on the Native Princes of India, or of Natives subject to the authority of the East-India Company in India.

CONTENTS.

	Page
GENERAL REMONSTRANCE :—Letter from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, dated the 9th May 1832	1
II.	
PAPERS relating to the Claim of the Representative of the late Mr. JAMES HODGES on the Zemindarry of Nozeed	7
III.	
PAPERS relating to the Claim of Mr. HUTCHINSON on the Rajah of Travancore	27
IV.	
PAPERS relating to the Claim of Mr. PRENDERGAST, on account of the Lucknow Bankers, of the Nawaub Vizier	39

I.

GENERAL REMONSTRANCE,

9th May 1832.

LETTER from the CHAIRMAN and DEPUTY CHAIRMAN to the PRESIDENT
of the India Board.

East-India House, the 9th May 1832.

SIR

The proceedings which are now pending in Parliament on the claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the communications which the Court of Directors have recently received from the Board and from yourself, respecting the claims of Messrs. W. Palmer and Co. on some of the Nizam's subjects, and those of the Lucknow Bankers on the King of Oude, appear to the Court to be of such a nature, as to make it their indispensable duty to endeavour to convey to you, and through you to the rest of His Majesty's Ministers, the conviction which the Court entertain of the pernicious tendency of the principle involved in all those proceedings and communications.

General
Remonstrance,
dated
9 May 1832

The pecuniary transactions of British subjects in India, Europeans and Natives, with Native States or the subjects of those States, in which the interference of the British Government has occasionally been sought, are of three kinds, *viz.*

Claims on States whose territories have been subsequently transferred to the Company.

Claims on States in alliance with the Company; and

Claims on the subjects of the British Government or on those of its allies.

With respect to the first class, the Company having become possessed of the territory, may in equity be expected to discharge, out of the revenues of that territory, the just debts of its former possessor, provided the same be judicially proved, and that the creditors agree to such equitable terms of settlement as may be suited to the new and advantageous position in which the transfer of the country has placed them in point of security. Such was the arrangement made with the creditors of the Carnatic and of Tanjore. A Commission was constituted to investigate the origin, justice, and amount of, and finally to adjudicate, the pecuniary claims in those countries. The first duty prescribed to the Commissioners was to trace, in each case, the original principal sum advanced by, or due to the claimant; and when that was satisfactorily ascertained, the Commissioners were authorised to add simple interest, at rates of four, five, and six per cent. in the case of the great body of creditors, a few only being allowed twelve per cent., and that for a very limited period. The result of this investigation, as respects the Carnatic creditors, has been, that of claims aggregating thirty millions sterling, little more than one-twelfth has been admitted: the remainder have been totally rejected. We call your special attention to this important and most instructive fact, as strikingly illustrative of the general character of the money transactions of individuals with Native States.

In proceeding to remark upon the second class of claims, *viz.* those on States in alliance with the Company, the Court trust that they may be permitted

General
Remonstrance,
dated
9 May 1832.

ted to enquire whether, if the Carnatic had remained subject to the Nabob, and if the pecuniary claims upon him to the amount of thirty millions sterling, investigated by the Carnatic Commissioners, had been pressed, as they doubtless would have been, upon the authorities in this country, you, Sir, would have proposed that the British Government should interfere on behalf of such creditors; still less, that they should interfere without judicial enquiry, and call upon the Nabob to satisfy their demands? or whether His Majesty's Ministers would have countenanced proceedings in Parliament tending to such a result? Cases of alleged hardship, as strong as any now brought forward, would have been urged: bonds would then, as now, have been produced, and plausible appeals made to the justice of the Government. Let it be supposed that, in the case which we have thus put, the Board of Commissioners had resolved to coerce the Nabob (as they now wish to do in analogous cases), and compel him to pay the whole amount claimed, what would have been the consequence? The result of the investigation of the Carnatic Commissioners, shewing that nearly eleven-twelfths of the claims were bad, is the best answer to that enquiry. A small proportion of just debt would, indeed, through our interference, have been recovered; but at what a cost to our ally! at what a sacrifice of character to ourselves! How grossly would the power of the British Government have been exercised, to oppress its weaker neighbour, whom it was bound by treaty, and even in common justice, to protect! And how would the revenues of the Carnatic have been exhausted, to satisfy demands either altogether unfounded, or consisting chiefly of interests heaped upon interests! We well know that nothing could induce you to run the risk of such injustice; and we press the example upon you, to shew that we cannot interfere in any of these transactions without incurring a similar risk. The Court do not forget that, previously to the assumption of the Carnatic by the Company, Parliament interfered so far as to direct an enquiry into the private debts of the Nabob of Arcot, with a view to their settlement; but we are sure we need do no more than advert to the enactment, and the purpose to which it was applied. Recollecting the memorable proceedings upon that subject in the House of Commons in February 1785, the Court do not apprehend that such a precedent will be quoted in support of a system of interference in similar cases now.

*The Court have no hesitation in stating their decided conviction, that interference in these matters is unjustifiable; and they confidently appeal to you, whether it be not the practice, even of the British Government, to decline interference with their European allies, on behalf of individuals who have voluntarily risked their money in foreign loans, and whose position as creditors has not been affected by any of the political measures of Great Britain.

If such be the practice of the States of Europe, whose relative position towards each other places them more or less upon a footing of equality, and enables them to exercise a discretion in admitting or rejecting claims, even after interference has been exercised, it surely cannot be becoming in the British Government, possessing as they do in India power absolutely predominant, to adopt a different practice, and to interfere with the weak and helpless Native States on behalf of claimants who embarked freely with their eyes open, and solely with a view to their own interests, in pecuniary speculations in which our Government took no concern, and of which, in point of fact, it had no cognizance; merely because some of those speculations have turned out unfortunately for the adventurers.

GENERAL REMONSTRANCE.

3

It is well known how easily the Native Governments, from their dependence and the painful feeling of insecurity which haunts them, take the alarm, and with how much dread they regard every thing which has a tendency to bring them into collision with our Government, whose study therefore it has been to limit, as much as possible, the number of points of contact. So sudden and so great a departure from this line of policy as would be implied in the exercise of our interference in private matters, whether pecuniary or otherwise, would assuredly excite distressing apprehensions in the minds of our allies, and involve our Government in constant embarrassment.

Neither can the Court admit that the cases of the private creditors, of the Indian States are such as to call for the interposition of the Supreme Authority, even if it could be afforded without gross injustice to those States, and the greatest embarrassment and discredit to ourselves. When an individual contracts pecuniary engagements in a foreign country, he subjects himself, *quoad* these transactions, to the laws and usages of that country, to which, if he be injured, he must apply for redress. It is no sufficient answer to this argument, that the law or the usages of the foreign country are defective, since an individual must be presumed to have informed himself upon points of that nature before he invested his property. The rates of interest observed in all the transactions in question are such as would neither have been paid nor demanded without extraordinary risk, and it seems to us to be most unreasonable to expect that the British Government should use its power to favour the pretensions of individuals to all the advantages, and to relieve them from all the risk and disadvantages of such speculations.

It can scarcely be necessary for us to point out, that a resolution now to interfere would be very inconsistent with the invariable practice of the Court, which has received the sanction of successive Boards of Commissioners for the Affairs of India. If the cause of the Lucknow Bankers is to be taken up as you propose it should be, what can the Court say to the representatives of Sir Harry Darell, or to those of Colonel Frith, Major Webber, Captain Edwards, and many others, on whose behalf the British Government, when solicited, has refused to lend its good offices with the Vizier? or how will it be possible to resist the multitude of dormant claims, not only upon Oude, but upon other Native States, which are known to exist on the part of Europeans, and also of Natives, who are equally entitled to consideration with the Lucknow Bankers? It is clear to the Court, that if the authority of the Government were to be employed in the one case, it would be immediately asked, and could not be refused in others, and that demands would arise which it would ruin our allies to meet. In short, Sir, the Court would do you injustice if they permitted themselves to think that you had any adequate idea of the mischief that would result from the adoption of the course which you recommend, a course diametrically opposed to that prescribed for the conduct of the Bengal Government in the Political Despatch regarding the claims of the Lucknow Bankers, dated the 12th of February 1819, in which you will find the following emphatic passage, to which, as having been inserted by the Board whilst the late Mr. Canning was its President, the Court attach more than ordinary importance. "We are so much aware of the difficulty of divesting a friendly communication to a weaker power of the character of authority, and are so apprehensive that the consequence of pressing upon the Vizier the consideration of those claims might bring upon him others from various quarters, that we direct you to rest contented with the attempt

General
Remonstrance,
dated
9 May 1832.

GENERAL REMONSTRANCE.

General
Remonstrance,
dated
9 May 1832.

“ you have already made, and to abstain from any similar proceedings here-
“ after, at the instance either of these or any other claimants.”

The Court are aware, that it has been said that the loans of British subjects to Native States have, in some cases, been directly beneficial to the Company. They oppose to this assertion the declaration of Parliament (37th George III. cap. 142, sect. 28), that that practice “ has been productive of much mischief “ and is the source of much usury and extortion.”

Undue importance has, in the Court's judgment, been attached by claimants and their advocates to the circumstance of the claims having arisen previously to 1797, when the law to which we have referred was passed. That enactment was, indeed, only prospective, and did not profess to affect the past transactions of individuals. It left them, in point of law, precisely where it found them, but with a legislative declaration of their impolicy and impropriety. To contend that it improved their situation is a strange perversion of a law, the declared object of which (sect. 28) was effectually to stop a destructive practice, which the “ wholesome orders of the Court had not been sufficient to restrain and repress.” If a measure of interference in favour of the claimants had been thought right (and it was quite as necessary for them in 1797 as at present), Parliament would surely have authorized it. Was any such authority given or contemplated? The whole tenor of the proceedings of the Legislature proves the contrary; and it would be rather extraordinary if, after the lapse of a long series of years, when the sources of information have for the most part ceased to be available, recourse should now be had to a system of interference, neither countenanced nor contemplated at a time when Parliament was legislating upon the subject of transactions of this kind, and when the circumstances of most of the cases might have been ascertained with comparative facility.

The objections which the Court have taken to interfere in the claims on our allies apply, with even increased force, to claims on their subjects. However justifiable it may be in peculiar cases, such as that of the trustees of Messrs. W. Palmer and Co., to suggest a method for settling a difficult and an embarrassing question (and the Court, in the draft which they submitted, did this to the utmost extent that they could think just or politic), we cannot too earnestly deprecate the idea, now for the first time seriously advanced in the paragraphs as altered by the Board, of using the authoritative interference of the British Government in such a matter. What would be said if the Government of England were to call upon any of its allies in Europe to require one of their subjects to settle accounts with a British subject? and that is precisely what the Board wish to be done towards the Nizam. Nay, the proposal goes even further; for whilst it contemplates relieving the parties from all risk of loss, it actually fixes the rate of interest “ according to the usage of the country,” in which the risk being great, the rate was proportionally extravagant; and this would, if acted upon, authorize an adjudication of interest to the trustees of Messrs. W. Palmer and Co. to almost any extent. “ The usage of the country ” might have been argued in favour of the Carnatic creditors; and it is the conviction of the Court that, if the origin and progress of the claims of Europeans or natives upon Native States, or the subjects of those States, were fully investigated, it would be found, as it was in the case of the Carnatic, that they were either wholly unfounded or principally composed of accumulated interest. The Court cannot understand how, upon any principle of justice, we are to interfere to obtain for the creditors of
Native

Native States, or of their native subjects, terms which were denied by ourselves to the Carnatic and Tanjore creditors; or why the authority of the British Government is to be interposed, to place a British subject in a better situation than the subject of a Native State, in recovering a debt from it or one of its subjects.

General
Remonstrance,
dated
9 May 1832.

With respect to claims upon our own subjects or upon the Company, such as that of Mr. Hodges, we will only further observe, that if the ordinary legal tribunals of the country are insufficient for the investigation and adjustment of them (a fact which the Court are by no means prepared to admit), the defect should be remedied, and other and more appropriate means devised than Committees of Parliament appointed at the instance of the claimants themselves, and in which it is not possible that a judicial investigation can be satisfactorily conducted.

It will not, we are persuaded, be thought by you, that the Court are influenced upon these subjects by any narrow and misplaced considerations affecting the pecuniary interests of the Company. Although the adoption of the principle which you have urged would probably lead to the exaction of many millions sterling from the natives, yet, in point of fact, the Company are not, nor can they be otherwise interested in the subject, than as it may affect the prosperity of India. An interference with our Native Allies will cause them to be impoverished and discontented, and thus the character of our Government will be implicated and our political relations deranged. Claims upon the Indian territory, if conceded, will injure our native subjects, by preventing relief from, or causing increase of taxation; and if the pressure should become to them intolerable, the crisis will arise at which this country must interpose financial aid.

We confidently trust that these contingent evils will all be averted by the determination of the King's Government to co-operate with the Court in steadfastly maintaining, as well in correspondence with the local Governments as in discussions in Parliament, when claims are brought forward there, the principle of non-interference in the pecuniary transactions of the Native States. If unhappily that should not be the case, the whole responsibility of any measure of interference must rest upon those who, in spite of the warning which experience affords, shall determine to venture upon its adoption. It will then be some consolation to the Court to reflect, that in making this representation, they have discharged an important duty to themselves and to the people of India.

We have, &c. .

(Signed)

J. G. RAVENSHAW,

C. MARJORIBANKS.

The Right. Hon. Charles Grant, M.P.

&c., &c., &c.

EXTRACT LETTER from the **PRESIDENT** of the India Board to the **CHAIRMAN** and **DEPUTY CHAIRMAN** of the East-India Company, dated 14th May 1832.

President's
Reply to
General
Remonstrance,
dated
14 May 1832.

I HAVE the honour to acknowledge the receipt of your letter of the 9th instant, relating to the "proceedings which are now pending in Parliament on the claims of Mr. Hodges on the Zemindar of Noozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the communications which the Court of Directors have recently received from the Board and from me, respecting the claims of Messrs. William Palmer and Co. on some of the Nizam's subjects, and those of the Lucknow Bankers on the King of Oude."

I reserve myself to a future opportunity to reply to the general reasoning contained in your letter on the subjects to which you call my attention, and propose to limit myself, on the present occasion, to a communication of the result of the best consideration which I have been able to give to the particular cases of the Calcutta Bankers, and of Messrs. William Palmer and Co.

[Note.—The remainder of the above letter will be found among the papers which relate to the respective claims of Messrs. W. Palmer and Co., and the Lucknow Bankers.]

II.

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P A P E R S

RELATING TO

THE CLAIM OF THE REPRESENTATIVE

OF THE

LATE MR. JAMES HODGES

OF THE

ZEMINDARRY OF NOZEED.

L I S T.

No	Page
1 Letter from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, 9th July 1831	9
2. Report of the Committee of Correspondence, 13th July 1831	<i>ib</i>
3. Ditto	10
4. Petition to the House of Commons, 21st July 1831	<i>ib</i>
5. Report of the Committee of Correspondence, 27th September 1831	11
6. Petition to the House of Commons, October 1831	16
7. Ditto	17
8 Letter from the Secretary of the East-India Company to the Secretary of the India Board, 15th December 1831	18
9 Petition to the House of Commons, January 1832	<i>ib</i>
10 Ditto House of Lords, May 1832	19
11. Letter from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, 14th March 1833	24
12. Letter from the President of the India Board to the Chairman and Deputy Chairman of the East-India Company, 15th March 1833	25

No. 1.

LETTER from the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company to the PRESIDENT of the India Board.

East-India House, the 9th July 1831.

SIR:

We have the honour to call your particular attention to the letter which our predecessors addressed to you on the 13th of April last, regarding a Bill then pending in the House of Commons, entitled "A Bill for providing for the discharge of a claim in respect of monies advanced by the late James Hodges, Esq., on security of the lands of the late Zemindar of Nozeed and Mustaphanagur, in the district of Fort St. George in the East-Indies, now under the sovereignty of the Honourable the East-India Company," which Bill has been again introduced.

It appears by the notices which accompany the Votes of the House of Commons, that upon moving the second reading of the Bill, Mr. John Wood also intends to move that it be referred to a Select Committee; and we learn that due notice was given that the second reading would be moved on Monday next. But we are given to understand, that on communication with Mr. Wood, that gentleman has consented to postpone moving the second reading until Monday se'ennight, the 18th instant, in order that, if the Court of Directors should think it right to petition against the Bill, they may have the opportunity of so doing.

We trust that, under these circumstances, you will favour us with your sentiments on the proposed Bill before the meeting of the Court on Wednesday next, that the Court may be enabled to determine on the course which it may be expedient for them to pursue.

We have the honour to be, Sir,

Your most obedient humble servants,

(Signed) R. CAMPBELL.

J. G. RAVENSHAW.

The Right Honourable Charles Grant, M.P.
&c. &c. &c.

No. 1.

Letter to the
President of the
Board,
9 July 1831.

No. 2.

REPORT of the COMMITTEE OF CORRESPONDENCE.

At a COMMITTEE OF CORRESPONDENCE, the 13th July 1831.

Your Committee herewith submit for the Court's approbation the draft of a letter which the Chairman and Deputy Chairman addressed to the Right Honourable Charles Grant, upon the subject of the Bill now pending in the House of Commons, entitled "A Bill for providing for the discharge of a claim in respect of monies advanced by the late James Hodges, Esq. on security of the lands of the late Zemindar of Nozeed and Mustaphanagur;" and in order that no opportunity may be lost for opposing the said Bill on the part of the Company, your Committee submit the accompanying draft of a Petition to the House of Commons upon the subject, and they recommend that authority be given to the Chairman and Deputy Chairman, should they think it necessary previously to the Court's next meeting, to affix the Company's seal to the said Petition, and to cause it to be presented.

No. 2.

Report of
the Committee of
Correspondence,
13 July 1831.

No. 3.

REPORT of the COMMITTEE of CORRESPONDENCE.

No. 3.

At a COMMITTEE of CORRESPONDENCE, the 20th July 1831.

Report of
the Committee of
Correspondence,
20 July 1831

YOUR Committee, in reference to their Report dated the 13th instant and to the Petition then approved, having again had before them the present state of the Zemindar of Nozeed's Bill, which is waiting for a second reading, and having consulted the Company's Standing Counsel thereon, your Committee are of opinion that it will not be expedient for the Company to offer any opposition to the second reading.

In the event of the Bill being read a second time, your Committee recommend that the Court petition to be heard by Counsel against the Bill before the Committee to which it may be referred.

The draft of such a Petition is herewith submitted, and your Committee recommend that it be passed under the Company's seal.

No. 4.

PETITION to the HOUSE of COMMONS.

No 4.

Petition to
the House of
Commons,
21 July 1831.

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

The Humble PETITION of the United Company of Merchants of England trading to the East-Indies.

HUMBLY SHEWETH:

That a Bill has been brought into, and is now depending in this Honourable House, entitled "A Bill for providing for the discharge of a claim in respect of monies advanced by the late James Hodges, Esq. on security of the lands of the late Zemindar of Nozeed and Mustaphanagur, in the district of Fort Saint George in the East-Indies, now under the sovereignty of the Honourable the East-India Company," under the circumstances therein mentioned.

That a part of the said Bill, if passed into a law, will be very injurious to the rights and interests of your Petitioners, inasmuch as it requires the Court of Directors of your Petitioners, without the consent of your Petitioners, and without any sufficient ground being shewn, or in fact existing, for such requisition, to appropriate so much of the territorial revenues of your Petitioners as will be sufficient to pay off and discharge to the legal personal representative, for the time being, of the said James Hodges, a large sum of money, alleged to be due from the former Zemindar of Nozeed and Mustaphanagur, together with interest thereon; and requires the said Court of Directors to send out instructions to the Governor and Council at Madras to pay such principal monies and interests out of the said territorial revenues of your Petitioners

Your Petitioners, therefore, most humbly pray, that they may be heard by their Counsel against so much of the said Bill as affects their rights and interests, and that they may have such relief in the premises as to the justice and wisdom of this Honourable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

East-India House, the 21st July 1831.

No. 5.

REPORT of the COMMITTEE OF CORRESPONDENCE.

At a COMMITTEE OF CORRESPONDENCE, the 27th September 1831.

No. 5.

Report of
the Committee of
Correspondence,
27 Sept. 1831

THE Chairman calling the attention of your Committee to the appointment of a Select Committee of the House of Commons to consider a Bill "for providing for the discharge of a claim in respect of monies advanced by the late James Hodges, Esq., on security of the lands of the late Zemindar of Nozeed and Mustaphanagur, in the district of Fort St. George in the East-Indies; now under the sovereignty of the Honourable East-India Company," and informing your Committee that the parties at whose instance the Bill was first introduced have suggested many material alterations therein, your Committee deem it to be their duty now to lay before the Court their sentiments upon the subject of that proceeding.

The Bill, as it stood for the second reading, alleged as the ground of the claim, that Mr. Hodges had advanced money to the Zemindar for the express purpose of enabling him to pay his tribute to the Company. The Court felt, that if that allegation could be distinctly proved, although it would not afford any pretence in law or in equity for demanding reimbursement out of the Company's funds, yet that there might be some consideration due to the claim as against the Zemindar, and therefore the Court abstained from petitioning against the Bill upon its second reading. But in the Bill, in its altered shape, that ground is abandoned, and it is simply alleged that, in consequence of Mr. Hodges' loan, the Zemindar was the better enabled to acquit himself of his pecuniary obligations to the Company. If the Bill had proceeded upon this ground in the first instance, the Court would assuredly have taken measures to oppose the second reading, as they could not for an instant have tolerated the principle, that the Company were to interfere for the payment of the private debts of a zemindar, much less, that they were themselves to pay those debts, merely upon the plea that he, by contracting them, obtained a facility to discharge debts due to other persons.

The Bill, in its original state, must, in the Committee's judgment, have been rejected, since the allegation upon which it rested could not be substantiated; and if the Select Committee should present the Bill as altered, and the House should permit it to pass, the Company will, by an alteration made *after* the second reading, have been deprived of the opportunity of being heard by Counsel at the bar of the House against the principle of the measure; a privilege never, it is believed, denied to the meanest subject of the Crown, when it is sought to attack his interests in any way, but more especially when the object is, as in the present case, to establish by a private Bill a pecuniary claim to which he would not otherwise be liable.

With regard to the merits of the case, as developed in the papers laid before the Committee, it may be desirable, in the first instance, to state the names and situations of the parties implicated in the transactions which gave rise to Mr. Hodges' claim. They are as follow:

Opparow, the Zemindar of Nozeed, an estate ceded to the Company under the treaty with the Nizam in 1766.

Mr. John Whitehill, Chief of the Council at Masulipatam, who were entrusted with the management of all the Company's business with Opparow.

Right Honourable John Sulvan and Mr. James Hodges, both Members of that Council.

Colonel Flint, the Military Commandant in the district of Masulipatam, and Sawmy Pillah, an inhabitant of Masulipatam, who at one time rented the zemindarry of Nozeed.

It is asserted on behalf of Mr. Hodges, one of the parties here named, that in 1775, when he was appointed to the Masulipatam Council, he took upon him certain debts said to be due by the Zemindar to three others of those parties, *viz.* Mr. Whitehill, Mr. Sulvan, and Colonel Flint; and that he (Mr. Hodges) lent Opparow further sums, the whole of which, with interest

No. 5.
 Report of
 the Committee of
 Correspondence,
 27 Sept. 1831.

upon them, were subsequently consolidated into one sum of 57,666 Madras pagodas, for which Opparow gave his bond; and this statement, so far as respects Mr. Whitehill and Mr. Sullivan, is confirmed by the latter gentleman, who is still living, and who has stated in evidence before the Select Committee, that the object of the loans was to enable the Zemindar to give a bonus to his bankers to induce them to become security for the payment of his tribute to the Company, and thus to prevent the sequestration of the zemindarry.

It is therefore apparent, that the claim originated in money dealings between the servants appointed to manage the Company's affairs at Masulipatam, and one of the Zemindars under the immediate control of those servants.

Mr. Hodges, in a letter to the Madras Government of the 11th December 1784, reported that these transactions were "carried on and avowed openly, not merely with the knowledge and concurrence, but with the assistance of Government;" and in a memorial to the Court of the 4th of May 1793 he stated, "that he carried on his concerns with Opparow in the face of day, and with the sanction of Government."

In making these assertions, Mr. Hodges must have forgotten that, according to his own account, dated the 11th of December 1784, his last advance to Opparow, or on his account, was made in 1776, and that it was not until 1777, after all the money had been lent, that he himself placed upon record the transactions; which he then did, for the express purpose, as stated by him, of "ensuring the future sanction of Government;" and in a letter addressed by him in the same year to the Chief of Masulipatam, stating the amount of his claim, Mr. Hodges said, "I give you this official information, that our debt, and the mode of its being provided for may be completely public;" and again, in the statement delivered in by him in 1784, he declared, "My demand on him (Opparow) then growing immense, and with no prospect of immediate relief, I brought my situation before Government."

Combining this evidence, furnished by Mr. Hodges himself, with the facts not only that no sanction of the transactions whilst they were taking place is to be traced, either on the records, or in the evidence given before the Select Committee, but also that Mr. Sullivan, when asked if the practice of making loans to the Zemindars, was at all encouraged by the Indian Governments, distinctly replied, "Certainly not;" your Committee feel themselves bound to assume, that when these money dealings with the Zemindar took place on the part of Mr. Whitehill, Mr. Sullivan, Colonel Flint, and Mr. Hodges, they were not only unsanctioned by, but unknown to the local Government.

They were first officially communicated to the Council of Masulipatam in 1777 by Mr. Hodges, upon the occasion of Mr. Pringle, Mr. Hodges, and his Soucar, Verdedoss, having most irregularly assumed the entire superintendence and management of the zemindarry, which was then declared by Mr. Hodges to be "first responsible to the Company," and afterwards to be liable for the debts of Messrs. Hodges and Pringle and the Soucar. This arrangement appears to have been sanctioned by Messrs. Pringle and Desvæux, both Members of the Masulipatam Council, the former of whom was directly concerned in loans to the Zemindar.

Two years were suffered to elapse before the Masulipatam Council made any communication upon the subject to the Government of Madras, and they were at length apprized of it in 1779, only in consequence of their having themselves called the particular attention of the Masulipatam Council to the distracted and deranged state of Opparow's zemindarry. A report was then made to the Government, in which the Masulipatam Council mentioned Opparow's heavy debts, and proposed that the Company should take possession of the zemindarry, and appropriate the revenues first to the payment of their annual tribute, and of one-fourth per annum of the arrears, until discharged; secondly, to the maintenance of the Zemindar; and lastly, the surplus, if any, to the creditors. It is worthy of observation, that in this report from the Council of Masulipatam (of which both Mr. Hodges and Mr. Pringle were Members), no mention whatever is made of their being creditors, or of their having assumed the superintendence of the whole zemindarry. The only notice at all applicable to their case is in the following paragraph, in which no names were mentioned: "The payment of these (private debts), belonging

" to

“to the other class, has been provided for by an agreement of some years standing, and in this manner certain villages have been assigned over to them by Opparow, to the amount nearly of 10,000 pagodas per annum. Although this is by no means an equivalent to what they might have expected, considering the amount of the sum which they claim as due to them, they are satisfied nevertheless to remain upon this footing.”

No. 5.

Report of
the Committee of
Correspondence,
27 Sept 1831

The Madras Government replied on the 23d of June 1779, approving the arrangement proposed by the Masulipatam Council, and recommending as Managers for transacting the business Messrs. Hodges and Pringle, a recommendation which (although, indeed, Mr. Whitehill was then in Council at Madras) it is hardly conceivable they would have made, had they known how those gentlemen were involved in money dealings with the Zemindar.

Upon obtaining the approbation of the Madras Government, the Masulipatam Council entertained a proposal from Sawmy Pillah to rent the Zemindarry, instead of the Company's managing it themselves; and in that proposal Sawmy Pillah offered, “For the debt due to Messrs. Hodges and Pringle he” (Sawmy Pillah) “makes over wholly and entirely all the villages of Vyoor, amounting in a good season to about 15,000 pagodas.” This proposal having been communicated to the Madras Government, they (Mr. Whitehill being second in Council) were of opinion, that the Masulipatam Council should be left to exercise their own judgment in the matter, and accordingly signified their approval, provided sufficient security were found for the regular payment of the Company's demands. The Masulipatam Council, therefore, accepted the proposal of Sawmy Pillah, who, as the renter, placed Mr. Hodges in possession of the villages, which he continued to hold until 1784, when Lord Macartney, the Governor of Madras, recorded a Minute, in which, after declaring, “every kind of money transactions with the Zemindars have been strongly prohibited by the Company; such dealings are injurious at all times, but when they are carried on by the very persons who are themselves entrusted with the collection of the public revenue, the pernicious tendency of them is considerably increased by the influence which those persons derive from official authority.” His Lordship referred to the recognition by the Government in 1779, of “any part of the transactions,” as “extraordinary,” as it appeared to him to be “unwarranted in its principle and pernicious in its tendency.” Considering, however, what had been done in 1779, Lord Macartney proposed, and the Government resolved to address a letter to the Masulipatam Council, in which, after describing the nature of the transactions and of the recognition of them in 1779, they said that the creditors to whom districts were mortgaged under the sanction of Government, could have “no claim to the assistance of the Company but upon the following conditions, *viz.* First, that they cheerfully acquiesce in the surrender of the districts which they have so long, and under the circumstances above-mentioned, so irregularly held under their management: Secondly, that they deliver in a state of the rise and progress of their demands; and, from the time they were liquidated by authority, a regular annual account current, specifying the receipts and balances.”

In consequence of these instructions, the Masulipatam Council, on the 7th December 1784, issued a notification, of which the following is a copy. “Notice is hereby given, that the Right Honourable the President and Council have been pleased to order that the creditors of Opparow, to whom districts in the zemindarry of Nozeed are mortgaged under the sanction of Government, be called upon for an account of their receipts and balances stated yearly, to shew that no more than legal interest has been charged, and that the Zemindar has had due credit given him for the revenue collected from the mortgaged districts; and that in case of refusal the assignments be dissolved; also that the creditors can have no claim to the future assistance of the Company but on the following conditions:

“1st. That they cheerfully acquiesce, in the surrender of the districts which they have so long held under their management.

“2d. That they deliver in a state of the rise and progress of their demands; and, from the time they were liquidated by authority, a regular annual account current, specifying the receipts and balances.

“That,

No. 5.
 Report of
 the Committee of
 Correspondence,
 27 Sept 1831.

“ That, upon these conditions faithfully performed, his Lordship, &c. have expressed their willingness to recommend their case to the Company, and to establish such provision for them as can with any propriety be set apart from the superior demands of the Company. But with regard to the crop on the ground in the mortgaged districts, the creditors can for the present only be allowed the first cost and charges of sowing it; and if the accounts required from them appear satisfactory, the whole produce will be accounted for to them as received by the Company.

“ The Chief and Council hereby require an immediate compliance, on the part of the creditors of Opparow, with the above orders of the Right Honourable the Governor in Council, viz. that they do forthwith surrender up and relinquish all claims upon such districts as have been mortgaged to them, and that they do, as soon as possible, send in accounts as above specified; also, that no person may at any time hereafter have any ground for pleading ignorance of the intention of Government, the Chief and Council hereby notify in the most public manner, that all such creditors of Opparow as shall not send in their accounts regularly drawn out in the form prescribed by the Governor in Council by the 15th of January next, will from that time be considered as having no title or claim to the assistance of Government in the recovery of their debts, and no right or title by virtue of any mortgage or assignment made them by Opparow.”

It will be observed, that this notification of the Masulipatam Council, whilst it recognized the mortgage as “ under the sanction of Government,” avoided all mention of that which the Government in their instructions had declared, viz. that the districts had been “ so irregularly held ” under the creditors. The sanction, it will have been already observed, amounted to nothing more than an approval of a proposal from Sawmy Pillah to become the renter, in which proposal he declared his intention to alienate certain villages. The condition of the arrangement being that the Company should be secured, Sawmy Pillah, of course, could only alienate for the time that he had possession; and it will be apparent on reference to the dispatch from Fort. St. George dated the 11th February 1785, para. 10, that in 1785 Sawmy Pillah's possession had ceased, as the collection of the revenue was then entrusted to tannadars, under the joint control of the Dewan of the young Zemindar, and of a manager appointed on the part of the Company;” besides which, the Madras Government having the admitted power of approving the mortgage, possessed the power also to dissolve it, which power, it will be seen, is distinctly asserted in the notice before quoted, and no where questioned or denied by Mr. Hodges.

Upon the conditions which have been enumerated, the Madras Government promised to recommend the case of the creditors “ to the Company, and to establish such provision for them as can with any propriety be set apart from the superior demands of the Company. But with regard to the crop on the ground in the mortgaged districts, the creditors can, for the present, only be allowed the first cost and charge of sowing it; and if the accounts required from them shall appear satisfactory, we have resolved that the whole produce be accounted for to them as it may be received by the Company.”

It may be supposed from the passage here quoted, that the Government had contemplated, temporarily at least, the setting apart some portion of the revenues for the creditors, even previously to the full liquidation of all the Company's demands. Such an idea may have arisen, in the first instance, from a mistaken notion of the amount of revenue which the zemindarry would yield, which, in their dispatch to the Court dated the 11th of February 1785, is stated to have been greatly over estimated; but in the same dispatch, after explaining that Mr. Hodges had been allowed the crop, the Government, without expressing a syllable of intention to establish any further provision for the creditors, observed, “ the districts taken from Mr. Hodges are now in possession of the Company, and until the public balance is fully discharged, which will require many years to accomplish, all the private creditors of Opparow must remain in common upon the same footing.”

A communication to that effect was accordingly made by the Madras Government

Government to the Masulipatam Council, who conveyed it to Mr. Hodges, telling him distinctly, "you must wait until the heavy public balance due from the zemindarry of Nozeed to the Company is discharged, before your case can again become an object of deliberation." It is worthy of remark, that this communication, addressed to Mr. Hodges as a creditor, bears the signature of Mr. Hodges as the Chief at Masulipatam.

No. 5.
—
Report of
the Committee of
Correspondence,
27 Sept. 1831

Mr. Hodges does not appear ever to have considered that the Government had pledged themselves to allow him any thing until the Company's claim should be discharged. He remained in India until 1791, and never urged such a pretension; nor is it discoverable in any of the applications made to the Court by him or by his successors. Indeed, it is quite obvious that no provision could have been made by Lord Macartney's Government, which would have been practically of the least benefit to Mr. Hodges; for it cannot for an instant be supposed that that Government, disgusted as they evidently were with the transaction, could ever have contemplated the waiving of the Government right of priority to a greater extent than had been, as already observed, proposed by the Masulipatam Council, or in other words, by the parties themselves in 1779; viz. the creditors to come in after the Company had received their regular tribute and one-fourth per annum of their arrears; and if this had been the final arrangement, Mr. Hodges would not have been in any respect better off than he is, the Company's receipts not having amounted to that proportion.

The question then is, even so far as respects Mr. Hodges' claim on the Zemindar of Nozeed—have the circumstances of the case been such, that the Company's prior claims upon the Zemindar either have been or could have been satisfied?

This claim amounted to 1,01,821 pagodas of annual tribute, and an account has been produced which shows that, up to 1803, the payments for that tribute had proved deficient in the sum of 4,87,915 pagodas. In 1803 the permanent settlement was introduced into the Northern Circars, and the rent fixed for the zemindarry of Noozeed was 88,000 star pagodas per annum, which is 13,821 star pagodas less than the former tribute, and the Madras Government perceiving that the discharge of the old balance was incompatible with the punctual realization even of this reduced rent, determined to relinquish their claim to their arrear. The object of this arrangement was, as stated in a dispatch from the Government of Madras, dated 22d February 1803, to establish "the best foundation of individual wealth;" and it cannot be contended that the creditors are entitled, in consequence of the Company having from such a motive given up their claims, to be placed in any better predicament than that in which they formerly stood.

If the Company had not relinquished their claim to arrears, there is not the most distant reason to believe that any considerable progress would have been made in their discharge, much less that they would have been altogether liquidated; whilst there can be no doubt that the relinquishment has been beneficial to the zemindarry, which must consequently be in a better state to meet the demands of private creditors than it could have been, if the Company had drained its resources to pay their arrears.

Neither can it be said that the Company unreasonably pressed upon the zemindarry previously to 1803. If the tribute had, from the first, been fixed at 88,000 star pagodas per annum, to which it was reduced in 1803, the amount from 1774 to 1803 would have been 25,52,000 pagodas. The accounts show that the sum which the Company actually received fell short of that amount.

From the foregoing narrative, in which the Committee have endeavoured to state the facts of the case with strict impartiality, it must be evident to every unprejudiced mind, that the claim originated in transactions of the most reprehensible nature; and whilst the Committee would never urge this consideration as a bar to the strict fulfilment of whatever Government may have become pledged to do, yet the claimants ought, in such a case, to be left to prosecute their claim under existing laws. To make a law expressly for the occasion is a measure of extraordinary indulgence, to which it surely cannot be said that the parties to the present claim have the slightest pretension.

No. 5.

Report of
the Committee of
Correspondence,
27 Sept. 1831.

It is further evident, that any claim which the estate of Mr. Hodges may have in this case must be upon the Zemindar, and not upon the Company. To compel the Company, by an arbitrary enactment, to pay a debt due by another person, is a measure to which your Committee cannot believe that Parliament will ever give its consent. It is no where asserted, much less proved, that the Company ever contemplated taking upon themselves the private debts of the Zemindar. Their Government did, indeed, recognize these debts as due from the Zemindar, and the propriety of their being ultimately discharged, but this sanction cannot by any construction be made to imply the remotest idea of paying the debt out of any other funds than the revenues of the zemindarry, after satisfying all the Company's demands. The most cursory perusal of the papers will show that the parties always looked to the Zemindar for payment, and pleaded the Government sanction only as the ground for the Company's interference and assistance.

The question as to Mr. Hodges' claim was always, in his mind and that of his representatives, one of time, dependent on the prior discharge of the Company's claims on the Zemindar; and it has been clearly shown in this paper, that those claims have never been discharged, nor could they have been, if the Company had continued to enforce them.

Upon the whole, therefore, your Committee cannot but regard the proposed Bill as a most unwarrantable attempt to make the revenues of India answerable for a private debt, and to confer an undue benefit on parties who have no other claim whatever to consideration, than that of having, by irregular means, obtained a recognition by Government of dealings of such a character, as to call, not for approval and encouragement, but for the severest reprehension.

Your Committee therefore submit to the Court the expediency of their recording their earnest protest against the proposition, as unjust in itself, and as involving a most injurious precedent.

 No. 6.

No. 6.

Petition to
the House of
Commons,
Oct. 1831.

PETITION to the HOUSE OF COMMONS.

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

The Humble PETITION of the United Company of Merchants of England trading to the East-Indies,

SHEWETH :

That in or about the month of July last, a Bill was introduced into your Honourable House, entitled, " A Bill for providing for the discharge of a claim in respect of monies advanced by the late James Hodges, Esq. on security of the lands of the late Zemindar of Nozeed and Mustaphanagur, in the district of Fort Saint George in the East-Indies, now under sovereignty of the Honourable the East-India Company," the professed object of which was to provide a fund out of the territorial revenues of India, for the purpose of paying to the legal personal representative of the late James Hodges, Esq. formerly a Member of the Council of Masulipatam within the Presidency of Madras, divers sums of money, alleged to have been advanced by the said James Hodges while such Member of the Council of Masulipatam aforesaid, to the then Zemindar of Nozeed and Mustaphanagur.

That the preamble to the said Bill stated, among other things, that Macca Narsinva Opparow, formerly Zemindar of Nozeed and Mustaphanagur, within the Presidency of Madras in the East-Indies, became indebted, in or before the year 1775, to the late James Hodges, Esq., then a Member of the Council of Masulipatam within the said Presidency, in divers sums of money, advanced to the said Zemindar for the purpose of enabling him to pay the tribute and kists due from the said Zemindar to your Petitioners, and that the affairs of the said Zemindar, and also of your Petitioners, being then greatly embarrassed, the said advances were of considerable public utility, and were attended with great advantage to your Petitioners.

That

That your Petitioners being well aware that the aforesaid allegations were untrue, and that the promoters of the Bill must therefore, of necessity, fail in any attempt to establish them before any Committee of your Honourable House, and conceiving also that, if such allegations were assumed to be true, there might possibly appear to your Honourable House some grounds for referring the said Bill to a Committee, forbore to trouble your Honourable House with any opposition to the second reading of the said Bill; but, with the leave of your Honourable House for that purpose obtained upon Petition, your Petitioners, by their Counsel, opposed the said Bill before the Committee of your Honourable House to whom the same was referred.

That the said Committee have now made their report to your Honourable House, thereby stating that they had heard Counsel in support of the said Petition, and had also heard Counsel in favour of the Bill, and had examined the allegations of the Bill, and found the same to be true, and had gone through the Bill and made several amendments thereunto.

That the preamble to the Bill, as amended, contains no such allegations as those to which your Petitioners have hereinbefore adverted, as forming the grounds of the claim on which the said Bill was introduced into your Honourable House, and the allegations now appearing in the said Bill, as amended, are materially different from those which the Bill when read the second time in your Honourable House contained.

Your Petitioners therefore humbly submit, that the grounds of the claim on which the said Bill is founded are altogether different in substance from those on which it was originally introduced, and are such that, if they had constituted the preamble of the said Bill before it had been read a second time in your Honourable House, your Petitioners would have petitioned your Honourable House to be heard by their Counsel at the bar of your Honourable House against such second reading.

That no sufficient ground is now stated in the preamble to the said Bill, as amended, to call for or justify the interposition of Parliament in favour of the representatives of the said James Hodges

That if the said Bill shall pass into a law, your Petitioners apprehend that their rights and interests will be greatly affected thereby, inasmuch as they will be compelled, against their consent, to pay out of the territorial revenues of India a large sum of money in no way due by your Petitioners, which revenues are already appropriated by law to maintain the civil and military government of India, and to pay the public creditors; and which, if found insufficient for those purposes, must be augmented, and if found more than sufficient, might and ought to be diminished.

Your Petitioners, therefore, most humbly pray, that the said Bill may not be passed into a law, and that your Petitioners may be permitted to be heard by their Counsel in support of the prayer of this their Petition, and that they may have such relief in the premises as to this Honourable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

East-India House, October 1831.

No. 7.

PETITION to the HOUSE OF COMMONS.

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

The Humble PETITION of the United Company of Merchants of England trading to the East Indies,

SHEWETH:

That a Bill has been introduced into your Honourable House, entitled
 "A Bill for providing for the Discharge of a Claim in respect of Monies advanced

No. 6.

Petition to
 the House of
 Commons,
 Oct. 1831.

No. 7.

Petition to
 the House of
 Commons,
 Dec. 1831.

18 CLAIM OF MR. HODGES' REPRESENTATIVE

No. 7.
 Petition to
 the House of
 Commons,
 Dec 1831.

"vanced by the late James Hodges, Esq., on security of the Lands of the late Zemindar of Nozeed and Mustaphanagur, in the District of Fort St. George in the East-Indies, now under Sovereignty of the Honourable the East-India Company," under the circumstances therein mentioned.

That if the said Bill shall pass into a law, your Petitioners apprehend that their rights and interests will be greatly affected thereby, inasmuch as they will be compelled, against their consent, to pay out of the Territorial Revenues of India a large sum of money in no way due by your Petitioners, which revenues are already appropriated by law to maintain the civil and military government of India, and to pay the public creditors; and which, if found insufficient for those purposes, must be augmented, and if found more than sufficient, might and ought to be diminished.

Your Petitioners therefore most humbly pray, that the said Bill may not be passed into a law, and that your Petitioners may be permitted to be heard by their Counsel in support of the prayer of this their Petition, and that they may have such relief in the premises as to this Honourable House shall seem meet.

And your Petitioners, as in duty bound, shall ever pray, &c.

December 1831.

No. 8.

LETTER from the SECRETARY of the East-India Company to the SECRETARY of the India Board.

East-India House, 15th December 1831.

No. 8.
 Letter to
 the Secretary to
 the Board,
 15 Dec 1831.

SIR:

The promoters of the Zemindar of Nozeed Bill having again introduced it into the House of Commons, I am commanded by the Court of Directors of the East-India Company to request that you will call the particular attention of the Board of Commissioners for the Affairs of India to that subject.

The Court understand from Lord Sandon's letter to Captain Murray, dated 26th February 1831, that the Board had seen reason to alter the views which they had expressed in his Lordship's former letter to the Court, dated the 15th of January last, and that there is now an entire concurrence of opinion between the Board and the Court upon the subject. With this impression, the Court submit that it might be desirable that they should receive from the Board a letter explanatory of the view which they now take of Mr. Hodges' claim.

I have, &c.

(Signed) P. AUBER,
 Secretary.

T. H. Villiers, Esq. M.P.
 &c. &c. &c.

No. 9.

* PETITION to the HOUSE OF COMMONS.

No. 9.
 Petition to
 the House of
 Commons,
 14 Jan. 1832.

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

The Humble PETITION of the United Company of Merchants of England trading to the East-Indies,

HUMBLY SHEWETH:

That a Bill has been brought into, and is now depending in this Honourable House, entitled "A Bill for providing for the Discharge of a Claim
 "in

“ in respect of Monies advanced by the late James Hodges, Esq., on security of the Lands of the late Zemindar of Nozeed and Mustaphanagur, in the District of Fort St. George in the East-Indies, now under Sovereignty of the Honourable East-India Company,” under the circumstances, therein mentioned.

That a part of the Bill, if passed into a law, will be very injurious to the rights and interests of your Petitioners, inasmuch as it requires the Court of Directors of your Petitioners, without the consent of your Petitioners, and without any sufficient ground being shown, or in fact existing, for such requisition, to pay to James Arthur Murray, or other the legal personal representative, for the time being, of the said James Hodges, deceased, the principal monies so alleged to be due as aforesaid, together with lawful interest thereupon up to the day of such payment; and directs that such sum is to be and be deemed a territorial charge upon your Petitioners, to make such payments as aforesaid in this country to the said James Arthur Murray, or other the legal personal representative, for the time being, of the said James Hodges deceased, at the exchange of eight shillings per pagoda, and the said payment is to be made without any fees or deductions whatsoever, within one year from the passing of the said Bill; and such Bill, if passed into a law, is to be deemed and taken to be a public Act, and to be judicially taken notice of as such by all judges, justices, and others, without being specially pleaded.

Your Petitioners therefore most humbly pray, that they may be heard by their Counsel against so much of the said Bill as affects their rights and interests, and that they may have such relief in the premises, as to the justice and wisdom of this Honourable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

Sealed the 14th January 1832.

No 9.
Petition to
the House of
Commons.
14 Jan. 1832.

No. 10.

PETITION to the HOUSE OF LORDS.

To the Right Honourable the LORDS Spiritual and Temporal of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The Humble PETITION of the United Company of Merchants of England trading to the East-Indies,

HUMBLY SHEWETH:

That a Bill is now pending in your Right Honourable House, entitled “ An Act for providing for the discharge of a Claim in respect of Monies advanced by the late James Hodges, Esq. on security of the lands of the late Zemindar of Nozeed and Mustaphanagur, in the district of Fort St. George in the East-Indies, now under the government of the Honourable the East-India Company.”

That the said Bill having been read a second time in your Right Honourable House, the same was referred to a Committee thereof, for the purpose of enabling the promoter of the said Bill to prove his case before the said Committee.

That your Petitioners have understood and believe, that the said Committee are about to report to your Right Honourable House, that the promoter of the said Bill has proved in the preamble thereof, with the exception of the last passage in the first paragraph in such preamble, and that the same has been altered accordingly in the said Committee.

That at the time of issuing the order of the President and Council of Madras of the 25th day of November 1784 (hereinafter mentioned), the debt claimed by Captain James Arthur Murray, the promoter of the said Bill, was due (if due at all) from Macca Narsinva Opparow, formerly Zemindar of Nozeed and

No. 10.
Petition to
the House of
Lords,
May 1832.

No. 10.
 ———
 Petition to
 the House of
 Lords,
 May 1832.

Mustaphanagur, within the presidency of Madras, to Mr. James Hodges; in whose right the said Captain Murray claims to be entitled to the debt.

That the effect of the said Bill, if it should pass into a law, will be to compel your Petitioners to pay the private debt of the Zemindar.

That your Petitioners have not, *by any contract*, become liable to pay the said debt.

That your Petitioners have not, at any time, possessed or received any part of the property or possessions of the Zemindar, to which they had not, *by the direct admission of Mr. James Hodges himself*, a right preferable to that which he claimed in respect of the said debt.

That your Petitioners have not, by any act whatever, deprived Mr. James Hodges, or those who represent him, of any right or remedy which he or they possessed against the Zemindar, his property or possessions, for recovering the said alleged debt.

That the claim of Mr. James Hodges against the Zemindar, amounting to 57,666 Madras pagodas, 34 fanams, and 40 cash, was made up as follows:

1st. In part of a sum of 2,750 pagodas, alleged to have been advanced by Mr. James Hodges to the inhabitants of Opparow's country.

2d. In part of the claims of other persons against the Zemindar, for monies advanced by them to him, and which claims *were assigned by such other persons to Mr. James Hodges*; and

3d. As to the residue of interest on the before-mentioned sums.

That the persons whose claims against the Zemindar were so assigned to Mr. James Hodges appear, by his own representations, to have been John Whitehill, Esq., John Sullivan, Esq., Colonel Flint, and Arthur Sinclair, Esq.

That the said John Whitehill, at the time of his making the advances to the Zemindar which the said Captain Murray now claims, by virtue of the assignment thereof to Mr. James Hodges, was the Chief of the Council of Masulipatam, afterwards President of the Council at Fort St. George.

That the said John Sullivan was also a member of the said Council of Masulipatam; and that the said Colonel Flint was in the military service of your Petitioners, and employed in the forces stationed in the Northern Circars; and that the said Arthur Sinclair was in the civil service of your Petitioners.

That from the year 1773 until 1786, Mr. James Hodges was a Member of the Council of Masulipatam.

That the terms and rate of interest at which the aforesaid advances were made by the said Mr. John Whitehill, Mr. John Sullivan, Colonel Flint, and Mr. Arthur Sinclair, to the Zemindar, have not been disclosed by the promoter of the Bill; but from the only evidence to which, at this distance, your Petitioners can refer (that of official documents), it appears that *a part only of Mr. Sullivan's claim* against the Zemindar was assigned to Mr. James Hodges, and that *a share of the same claim* was assigned to Mr. Alexander Pringle, and that *the share so assigned to Mr. Alexander Pringle originally carried interest at twenty-four per cent. per annum*; and that the same, and even a higher rate of interest, was charged against the Zemindar by other persons at that time.

That, from the circumstances last adverted to, and the character of the pecuniary transactions in which European money-lenders were engaged with the native powers and Zemindars in India, your Petitioners confidently believe that, if the origin of the claims of Mr. James Hodges were investigated (which it never has been), it would appear that the same were of a nature which no court of law or equity would sanction or enforce.

That the promoter of the said Bill has relied upon certain transactions which took place in India at the time Lord Macartney was Governor of the presidency of Madras, as having given an *ex post facto* sanction to his claim, and as protecting the origin of such claim from investigation.

That your Petitioners scarcely deem it necessary to observe, that the effect of such sanction, if admitted, could have done no more than remove objections, to which the claim of Mr. James Hodges, as a servant of your Petitioners, would otherwise have been subject *as against the Zemindar*, and could not have made

made your Petitioners liable to the payment thereof; which, in fact, Lord Macartney had not, and never assumed the power to do.

That the origin of the said claim was *not* investigated by Lord Macartney.

That the acts of Lord Macartney, relied upon by the promoter of the Bill as having given an *ex post facto* sanction to the said claim, proceeded, on his part, upon the supposition that the said claim had received the sanction of a former Government.

That the only sanction the said claim appears to have received from any Government anterior to that of Lord Macartney, were acts of those Governments of which Mr. Whitehill and Mr. James Hodges were Members.

That at the time of the alleged sanction being given to the said claim by Lord Macartney, the tribute or land revenue and assessment due from the Zemindar to the Government for the zemindarry which he rented from your Petitioners, at certain fixed annual rates agreed upon, were greatly in arrear.

That the right of the Government in India to be paid such arrear of tribute, singly and in the first instance, before any of the private creditors of the Zemindar were paid, was asserted by Lord Macartney, and never disputed by Mr. James Hodges, and was in repeated instances expressly and voluntarily admitted by Mr. James Hodges himself.

That Lord Macartney never held out to Mr. James Hodges any expectation that his claim would be paid by your Petitioners, or any expectation whatever, except the expectation that, when the public balance due from the Zemindar was discharged (which it never has been), his case should become an object of deliberation with the Council of Fort St. George.

That in the month of June 1779, the territories of the Zemindar were sequestered by Government, to recover payment of the stipulated tribute or assessment due from the Zemindar. This sequestration was the act of the Council of Masulipatam, of which Mr. James Hodges was a Member.

That the villages holden by Mr. James Hodges in the month of November 1784, the surrender of which was demanded by Lord Macartney, at that time were holden by Mr. James Hodges under the Government of Madras, as sequestrators of the territories of the Zemindar, and not under the Zemindar. In support of which last allegation your Petitioners humbly crave your Lordships' attention to the following facts:

In or previously to the month of July 1777, the eight pergunnahs of Opparow were put under the management and superintendence of Mr. James Hodges and Mr. Alexander Pringle, the co-assignee of Mr. Sulvan's debt.

The precise time that Opparow's eight pergunnahs remained under the management and superintendence of Messrs. Hodges and Pringle does not appear; but it appears that in the month of November 1778 his country was divided, and under the management of different persons.

In the month of June 1779 the territories of the Zemindar were sequestered, as before-mentioned, by the recommendation of the Council at Masulipatam, of which Mr. James Hodges was a Member, to obtain payment of the public debt.

The management of the territories of Opparow under the sequestration was offered to Messrs. Hodges and Pringle, but they did not accept it.

It being considered the most beneficial mode of obtaining the benefit of the sequestration, and at the same time most agreeable to the Zemindar, that his territories, whilst under sequestration, should be rented rather than kept under the management of Government, the proposals of a person of the name of Swaamy Pillee, for renting the zemindarry, were accepted by the Government of Fort St. George.

At the time of the lease to Swaamy Pillee, it was expected that the arrears of tribute due from Opparow to the Government would be paid off in four years; and on that expectation, the Government of Fort St. George consented that Swaamy Pillee should make over to Messrs. Hodges and Pringle certain villages, part of the territories of which Swaamy Pillee was lessee.

The villages so made over by Swaamy Pillee to Messrs. Hodges and Pringle
(and

No. 10.

Petition to
the House of
Lords,
May 1832.

No. 10.
 —
 Petition to
 the House of
 Lords,
 May 1832.

(and which they held under and at the will of the Government) were the same villages, the surrender of which was demanded by Lord Macartney.

That the possession of the same villages by Mr. James Hodges, from the month of July 1779 until the month of November 1784, was an act of bounty on the part of the Government, and a voluntary concession of their prior rights, and which, by the established principles of equity, the Government was at liberty to determine at its pleasure.

That Mr. James Hodges was permitted to remain in possession of the said villages until the month of November 1784, when the exigencies of Government made it an imperative act of duty to enforce its paramount claims, and the irregularity of such permission appears to have been severely censured by Lord Macartney.

That, contrary to the expectations entertained by the Government of Fort St. George in the month of June 1779 and in the month of November 1784, the arrears of tribute due from the Zemindar increased from that time.

That from the year 1784 down to the time of the permanent settlement of 1803, the arrears due from the Zemindar gradually increased, and at the date of the permanent settlement the amount of arrears due from the Zemindar to the Government was 4,87,915 pagodas.

That the assessment or tribute payable by the Zemindars of India, previously to the permanent settlement of 1803, was from time to time arranged by Government with the Zemindars.

That the assessment or tribute at which the Zemindar of Nozeed was assessed was, as your Petitioners believe, a proper and moderate rent, and proportionate to the value of his territories; and Mr. Hodges, and the Members of the Council of Masulipatam, were the persons whose duty it was to regulate the same at a just amount.

That Mr. James Hodges, though a resident in India and a Member of Council, never alleged or pretended in his lifetime, that he had any claim against your Petitioners founded upon a supposed excess of tribute demanded of the Zemindar.

That the real cause of the inability of the Zemindar to pay his tribute was his own improvident and rebellious conduct.

That your Petitioners cannot, in justice to themselves, forbear observing, that by means of advances made to the Zemindar, he was enabled to persevere in the course of extravagant conduct to which they have before adverted, *ruinous to himself, and seriously injurious to the interests of the country and of your Petitioners*, inasmuch as he was by such advances enabled to divert the revenues of his country, which ought to have been applied to the payment of his tribute, to the support of rebellion against the Government.

That the said *Messrs. Hodges and Pringle* had many transactions with the Zemindar on their own account, *subsequently to the time of the assignment to them of Mr. Sulvan's claim.*

That the monies received by *Messrs. Hodges and Pringle*, whilst the eight pergunnahs of Opparow were under their management, ought, as your Petitioners are advised, to have been applied in payment of their earliest debt, namely, that which they claimed by assignment from Mr. Sulvan and others.

That in the month of November 1784, the debts which Mr. James Hodges claimed by assignment were principally insisted upon and submitted to Lord Macartney; and the actual transactions between *Messrs. Hodges and Pringle* themselves and the Zemindar were withdrawn from his notice.

That money transactions between Zemindars and Members of Council were prohibited by the Government of India, and were inconsistent with the duties of a Member of Council; and, in particular, by an order of the Court of Directors dated 11th June 1777, issued to the Government of Fort St. George, the receipt of which was acknowledged by Mr. Hodges on the 17th December 1777, it was ordered, "That no Company's servant, or any person under the Company's protection, be permitted to lend money to any of the country powers in India; nor to any person or persons holding commissions under or employed by them, directly or indirectly, to be repaid at a future time, on
 " mortgages,

* mortgages, or securities in the nature of mortgages upon lands, or from the "produce, or any growing revenue of the country." In direct violation of which regulation, the representatives of Mr. Hodges set up a mortgage security dated in August 1779, and allege that Mr. Hodges was then permitted by the Government of Fort St. George to enter upon the possession of the villages, from which he was removed by Lord Macartney and the Government in 1784.

That on the 7th April 1792 Mr. James Hodges presented a memorial to your Petitioners, asking their assistance in procuring the restitution of the said villages.

That on the 7th day of May 1792 your Petitioners communicated to Mr. James Hodges, in writing, their resolution not to comply with the request contained in his memorial.

That on the 4th May 1793 Mr. James Hodges again presented a memorial to your Petitioners, asking compensation for the loss sustained by him in respect of the said claims.

That on the 9th May 1793 your Petitioners communicated to Mr. James Hodges, in writing, their determination not to make him any compensation in respect of his said claim.

That in the month of September 1794 Mr. James Hodges died.

That in the month of January 1801 Mrs. Ann Hodges, the widow and personal representative of Mr. James Hodges, presented her memorial to your Petitioners, praying them to take her case into their consideration, and to grant her relief in respect of the said claim.

That on the 26th day of January 1801 your Petitioners communicated to Mrs. Anne Hodges, in writing, their resolution not to comply with the prayer of her memorial.

That in the year 1803 the permanent settlement was introduced into the territories under the presidency of Fort St. George, in which the zemindarry of Nozeed is situated, and your Petitioners, on that occasion, relinquished the aforesaid balance of 4,87,015 pagodas, which then remained due to them from the Zemindar for arrears of tribute; and restored his family to the possession of the zemindarry of Nozeed and Mustaphanagur.

That the relinquishment by your Petitioners of the aforesaid arrears of tribute, and the restoration of the family of Opparow to the zemindarry of Nozeed and Mustaphanagur (attended as it was with sacrifices so great to themselves), were acts which nothing could have induced on their part, but a sense of what was due from them in the discharge of their first and highest duty, the due administration of the government and the affairs of India.

That, in the present case, Mr. James Hodges and those who represent him have not, in fact, sustained any damage or prejudice by the acts of your Petitioners.

That until the instrument was produced in your Lordships' Committee on this Bill, your Petitioners were ignorant that the said James Arthur Murray held any instrument of mortgage of any part of the territories of the zemindarry of Nozeed.

That notwithstanding the positive refusal of your Petitioners to entertain the memorial of Mr. James Hodges in the years 1792 and 1793, and of Mrs. Anne Hodges, his widow and personal representative, in the year 1801, no application has been made to your Petitioners on the subject of the said claim from the 26th January 1801 until the present time.

That the said claim, if valid now, was equally valid at the date of the permanent settlement of 1803.

That if the circumstances under which Mr. Hodges was removed by the Government of Fort St. George from the possession of the said villages amounted to an agreement, by which your Petitioners became responsible to Mr. Hodges for the debt of the Zemindar of Nozeed, upon any event, which has happened, such agreement might have been enforced against your Petitioners in the courts of law and equity in India, and in this country, to which your Petitioners are amenable.

That

No. 10.
—
Petition to
the House of
Lords,
May 1832.

24 CLAIM OF MR. HODGES' REPRESENTATIVE

No. 10.
 ———
 Petition to
 the House of
 Lords,
 May 1832

That after the great length of time (now nearly half a century) which has elapsed since the transactions in question took place, it is impracticable for your Petitioners fully to investigate or ascertain the truth of the case.

That your Petitioners humbly submit, that in a case like the present, in which your Lordships are called upon not to enforce, but to create a right, it is incumbent on the promoter of the Bill not only to prove a case for charging your Petitioners, which they humbly submit he has not done, but to prove a case free even from suspicion, and also to explain and justify the unprecedented delay, by which alone your Petitioners feel themselves greatly aggrieved.

Your Petitioners, therefore, most humbly pray your Lordships that they may be heard by their Counsel against so much of the said Bill as affects their rights and interests, and that the said Bill may not be read a third time in your Right Honourable House; and that your Petitioners may have such relief in the premises, as to the justice and wisdom of this Right Honourable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

May 1832.

No. 11.

LETTER from the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company to the PRESIDENT of the India Board.

East-India House, 14th March 1833.

No. 11.
 ———
 Letter to
 the President of
 the Board,
 14 March 1832.

SIR,

WE are requested by the Court of Directors of the East-India Company to call your particular attention to the Act which was passed in the last session of Parliament (2d and 3d William IV., cap. 112, *local and personal*), by which the Company are required, in July next, to pay a large sum of money to the representatives of the late Mr. James Hodges, in satisfaction of a claim upon the Zemindar of Nozeed; which claim is founded upon a bond obtained by Mr. Hodges from the Zemindar, whilst the Zemindar was under confinement and held in charge and custody by Mr. Hodges.

Being deliberately convinced that the payment of a claim so circumstanced out of the territorial revenues involves positive injustice to the people of India, the Court consider that they should be deficient in their duty if they paid the amount, without previously enquiring of you, whether there be not reason to hope that Parliament, upon a suitable representation being made to it, would see the propriety of repealing that law; in which case, the Court considering the countenance which was given to the claim in the last Parliament, would not object to reimburse to the parties the expenses which they have incurred in prosecuting it.

Should you encourage the Court to expect that His Majesty's Ministers would lend their powerful support to such a proposition, the Court will not hesitate immediately to present a Petition for leave to bring in a Bill to repeal the Act in question.

We have, &c.

(Signed) J. G. RAVENSHAW,
 C. MARJORIBANKS.

The Right Honourable Charles Grant, M.P.
 &c. &c. &c.

LETTER

No. 12.

LETTER from the PRESIDENT of the India Board to the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company.

India Board, March 15th 1833.

• No. 12.

GENTLEMEN:

I have to acknowledge the receipt of the letter of the 14th instant, which, at the request of the Court of Directors, you have addressed to me, respecting the Act of Parliament under which the East-India Company are required to pay a sum of money to the representatives of the late Mr. James Hodges. Parliament having decided on the claim, it does not appear to me that His Majesty's Ministers can in any way interfere with the operation of the Act, and I see no other course open to the Court than to pay the money at the time appointed.

Letter from
the President of
the Board,
15 March 1833

I have the honour to be, Gentlemen,

Your most obedient and humble servant,

(Signed) CHARLES GRANT.

The Chairman and Deputy Chairman
of the East-India Company.

III.

P A P E R S

RELATING TO

THE CLAIM OF MR. HUTCHINSON

RAJAH OF TRAVANCORE.

LIST.

No.		Page
1.	Letter from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, 28th February 1833.....	29
2.	Report of the Committee of Correspondence, 11th April 1832.....	32
3.	Petition to the House of Commons, April 1832	33

LETTER from the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company to the PRESIDENT of the India Board.

East-India House, 28th February 1833.

SIR:

We have the honour, at the request of the Court of Directors of the East-India Company, to call your immediate and particular attention to the circumstance of leave having been given to introduce a Bill into the House of Commons, for favourably adjusting the claim of the estate of the late Mr. John Hutchinson upon the Rajah of Travancore.

The Court's sentiments upon the subject of this claim, generally, are recorded in a report from the Committee of Correspondence, dated the 11th of April 1832, a copy of which we enclose.

Since the date of that Report, certain accounts have been produced to the Parliamentary Committee of last session on behalf of the claimant, which appear to the Court so materially to strengthen the view which they before took of the subject, that they have requested us to submit to you the following statement of the result of their examination of those accounts, as shewing, contrary to the allegations of Mr. Hutchinson in his Petition to the House, that the debt which he claims to be due to the estate did not arise from "money advanced to the Rajah," and as also affording an insight into the objectionable nature of his transactions with that prince.

The amount of this debt is 4,89,735 Surat rupees, according to the professed settlement of accounts made with the Rajah of Travancore by Mr. George Parry on behalf of Mr. Hutchinson's estate, on the 13th of March 1800; but this sum of 4,89,735 rupees is the balance of a great many entries, reaching back as far as the commencement of the year 1792. In the running account with the Rajah, the total of the charges against that prince is 9,59,143 rupees, and the total of the credits 4,69,408 rupees, leaving, as aforesaid, a balance against him of 4,89,735 rupees.

The charges against the Rajah consist of the following items. The first entry is:

	Surat Rupees.
<i>An unexplained balance, the date annexed to it, 16th February 1792</i>	69,443
Then follow:	
Charge for a horse sold to the Rajah's minister	700
140 candies of Pepper sold to the Rajah	23,800
A piece of Taffaty ... ditto	14
<i>Profit charged on Pepper not really sold</i>	43,335
<i>Balance of an account with the Rajah's minister, transferred to the debit of the Rajah, what or wherefore not explained</i> ...	11,004
<i>Ditto</i> ditto ditto	32,446
500 candies of light Pepper, sold to the minister, but charged to the Rajah himself	95,000
Penalty charged against the Rajah, for not having paid an amount borrowed, whereas the accounts (as the preceding entries testify) do not shew that a single rupee had been lent to him	25,000
<i>Interest at 12 per Cent. on the preceding sums</i>	20,046
<i>Further interest, at what rate or on what sums not stated</i> ...	60,198
<i>Due for Gain, Cassia, Coir, Cables, Ropes, and loose Coir, sold by his dewan, ESTIMATED!</i>	1,00,000
Carried over ...	4,80,986
	<i>Exchange</i>

No. 1.

Letter to the President of the Board, 28 Feb. 1833

MR. HUTCHINSON'S CLAIM ON

No 1.
Letter to
the President of
the Board,
28 Feb. 1833.

	Surat Rupees.
Brought over ...	4,80,988
<i>Exchange</i> charged against the Rajah ...	7,805
<i>Payments</i> to the Rajah on account of a <i>Pepper Contract</i> 50,000	36,000
	3,757
	1,50,000
(for Pepper) ...	10,560
	<u>2,50,317</u>
Forfeit by the Rajah, in consequence of the non-delivery of pepper by him ...	69,240
<i>Interest</i> at 10, 12, and 18 per cent. per annum upon the above payments to the Rajah ...	1,50,796
	<u>9,59,143</u>

The items composing this total may consequently be thus classed :

	Surat Rupees.
<i>Unexplained balance</i> opening the accounts, professed date 16th February 1792 ...	69,443
<i>Balances of accounts</i> with the <i>Rajah's minister</i> transferred to the <i>debit</i> of the <i>Rajah himself</i> , wherefore or on what account not explained ...	43,450
A <i>horse and pepper</i> sold to the <i>minister</i> , but charged to the <i>Rajah himself</i> ...	95,700
<i>Due for Gain, Cassia, Coir, Cables, Ropes, &c. &c.</i> sold by the minister, ESTIMATED! ...	1,00,000
<i>Profit</i> charged on <i>pepper</i> not really sold, <i>penalty</i> for not having paid a sum said to have been borrowed by the Rajah, and forfeit by the Rajah for not having delivered pepper ...	1,37,575
<i>Interest</i> on the account against the Rajah, on what sums and at what rate partly not explained, and including interest at 18 PER CENT. ...	2,31,039
<i>Exchange</i> charged against the Rajah ...	7,805
Pepper, &c. sold to the Rajah ...	23,814
Cash advanced to the Rajah in consideration of an agreement made by him to deliver pepper ...	2,50,317
	<u>9,59,143</u>

It thus appears, that of the aggregate debit against the Rajah made by Mr. Hutchinson, and amounting to nearly 9,60,000 rupees, only 2,74,131 rupees was for goods sold and cash advanced to the Rajah, the remainder consisting of balances unexplained, and transferred from an unknown account with the Minister of assumed profit, forfeits and penalties, and of interest. It is therefore fully established by the accounts of the claimant, that the debt of 4,89,735 rupees, now claimed on behalf of Mr. Hutchinson's estate, did not arise from "money advanced to the Rajah."

It has been already stated, that the total credits to the Rajah, in the account with Mr. Hutchinson, amounted to 4,69,408 rupees.* Now of what do they consist? The actual cash paid by the Rajah to Mr. Hutchinson was 4,20,000 rupees; value of *pepper delivered*, 44,008; exchange, 5,400 rupees. Thus while the Rajah received cash and goods to the amount of only 2,74,131 rupees, he paid to Mr. Hutchinson in cash and goods 4,64,008 rupees, and yet a debt is still claimed from him of 4,90,000 rupees! Might it not rather be said, that

	Surat Rupees.
Total debits	9,59,143
Do. credits	4,69,408
	<u>4,89,735</u>

if strict justice were to be done on the occasion of ripping up these old transactions, the Rajah of Travancore would have something to receive from Mr. Hutchinson's estate instead of something to pay thereto.

The Court wish also to point out to you the nature of the trade of Mr. Hutchinson with the *Travancore Rajah*, as elucidated by the accounts of the complainant himself. In the first place, we find from those accounts that Mr. Hutchinson, on the 30th of April, 1793, charged the Rajah with profit upon pepper which he had promised to deliver. The Rajah could not fulfil both his contracts to the Company and his promises to Mr. Hutchinson, and therefore Mr. Hutchinson, whose official duty it was to see that the Rajah delivered pepper to the Company in preference to all other persons, entered in his accounts, to the debit of the Rajah, a sum of 43,335 rupees for profit which he assumed he should have made of the pepper if it had been delivered, and this expected profit forms part of the debt now claimed.

But, further, it is apparent from the accounts, that a system of mutual accommodation subsisted between Mr. Hutchinson and the Rajah; that is, sometimes the Rajah sold pepper to Mr. Hutchinson, sometimes Mr. Hutchinson sold pepper to the Rajah. But what were the terms of this exchange? Why, on the 7th of June, 1792, the Rajah sold Mr. Hutchinson 496 candies of pepper at 84 rupees per candy. On the 30th of August in the same year he sold him 26 candies at the same price; and on the 26th of July, 1793, two candies more at the same price. Here was a fixed price at different times, and the evils of fluctuation in the market were effectually prevented, in the sales by the Rajah to Mr. Hutchinson—But let us turn to the other side, and view Mr. Hutchinson as the seller instead of the Rajah.—On the 31st. October, 1792, (the same year) he sold to the Rajah 140 candies of pepper at 170 rupees per candy, and on the 30th April, 1793, charged him with an assumed profit, calculated at the same price, upon an imaginary transaction in pepper. And further, on the 30th April, 1795, he again sold the Rajah 500 candies at 190 rupees per candy; and then, on the 20th November following, contracted with the Rajah to deliver him 500 candies (the same quantity) at only 130 rupees per candy!! Thus the same pepper which in the Rajah's warehouses was originally worth only 84 rupees and 130 rupees a candy, went to Mr. Hutchinson, and was again lodged in those very warehouses worth 170 and 190 rupees.

Lastly, we find that Mr. Hutchinson, in October, 1795, charged the Rajah with no less than a lac of rupees for *estimated gain* upon ropes, loose coir, and cables; that at the close of the same year he advanced to the Rajah, under cover of a pepper contract never fulfilled, two lacs and a half of rupees, the only cash with which Mr. Hutchinson ever parted; and that, on the 13th March, 1800; his estate received back four lacs and twenty thousand rupees, being the above principal, with a real interest thereon of more than 16 per cent. a year.

We have no doubt that the foregoing statement will satisfy you that Mr. Hutchinson has not the slightest pretence to the relief which he claims from Parliament; and as the principle of requiring the Indian Government to exercise interference with our ally in support of such claims, and ultimately to pay the amount out of the Indian Revenues if the Rajah fail, is in the highest degree objectionable, and fraught with mischief and injury to those, whom we are bound to protect, the Court confidently rely on your resisting the second reading of the Bill, against which they have resolved to petition.

The success which so unfortunately attended a recent case of the same kind, notwithstanding the powerful opposition given to it, in principle and in detail, by the Lord Chancellor, has shewn the expediency of resisting in their earliest stages these dangerous attacks on the revenues of India, or of those of the Native States; and the Court trust that, upon this occasion, the King's Ministers will be enabled to render the attempt futile by objecting to it *in limine*.

We have, &c.
(Signed)

J. G. RAVENSHAW.
C. MARJORIBANKS.

The Right Honourable Charles Grant, M.P.
&c. &c. &c.

No 1.
Letter to
the President of
the Board,
28 Feb. 1833.

No. 2.

REPORT of the COMMITTEE OF CORRESPONDENCE.

No. 2.

Report of
the Committee of
Correspondence,
11 April 1832.

At a COMMITTEE OF CORRESPONDENCE, the 11th April 1832.

PURSUANT to the Court's references of the 9th of November and 14th December last, your Committee have taken into consideration letters from Mr. Bury Hutchinson, dated the 8th of November and 9th of December, transmitting in the former a printed statement of his case, and in the latter a copy of a petition which he has presented to the House of Commons, soliciting that his alleged grievances may be redressed.

It will be observed from the statements contained in a subsequent part of this Report, that the subject of Mr. Hutchinson's claims on the Rajah of Travancore first came under the Court's consideration in 1807, and that their proceedings on that occasion were framed from a desire to obtain perfect information before any definite measures were adopted.

The following is a narrative of the circumstances of the case :

Mr. Bury Hutchinson is stated to be the legal representative of the late Mr. John Hutchinson, of the Bombay civil service, who held the office of Commercial Resident at Anjengo. At that time there was no political officer of the British Government stationed at the court of Travancore. The Company were in the habit of contracting with the Travancore State for the supply of pepper and cloth for their annual investments, and the arrangement of these contracts brought Mr. Hutchinson into frequent communication with the Rajah and his minister.

Under these circumstances, Mr. Hutchinson appears to have entered into private commercial dealings with the Rajah of Travancore. The precise terms and extent of these dealings are not clearly developed; but from the statements at different times furnished by Mr. Hutchinson's representatives, it would seem that he lent money to the Rajah, and also made engagements, in his private capacity, with that prince, for the supply of pepper, the same article which, as Commercial Resident at Anjengo, it was his duty to provide for the Company's investment.

Your Committee deem it important here to remark, that by the Court's orders to the Government of Bombay, dated the 4th of July 1777, all loans of money by the Company's servants "to any of the Zemindars or people in Government were positively forbid in future, on pain of suspension from our service;" and with respect to transactions in pepper, the article which it was Mr. Hutchinson's principal duty to see was regularly delivered to the Company, it is observable that, in the year (1795) in which Mr. Hutchinson entered into a pepper contract with the Rajah in his private capacity, which involved the forfeiture by His Highness of pecuniary penalties in the event of the pepper not being delivered, Mr. Hutchinson, in his public capacity as Commercial Resident, actually informed the Bombay Government (*vide* Bombay Commercial Consultations, 15th May 1795) that he apprehended the Rajah was intending to "defraud the Company of their rights by gaining time to dispose of their pepper in other channels. Indeed," added Mr. Hutchinson, "from what Mr. Dyne writes, there is pepper lodged on several parts of the coast, and he has actually been shipping off at Aleppie. I am persuaded the Dewan has received more money for pepper, both from the Company and others, than he is able to furnish of that article, and wishes to give all parties a proportion this year."

Towards the close of the year 1797 Mr. Hutchinson died, and a few months after the Rajah died also.

A considerable debt was at this time claimed to be due to Mr. Hutchinson, and it appears that his representative appointed the house of Messrs. Forbes and Co. at Bombay to act for his estate, and that they nominated Mr. George Parry (who had succeeded to the situation of Commercial Resident at Anjengo) to arrange Mr. Hutchinson's affairs with the Government of Travancore. Accordingly, in 1800, a statement of the account between the parties took place;

place; the result of which was, that after giving the Rajah credit for a sum of 4,20,000 rupees paid by him to Mr. Hutchinson in 1796, there remained a balance due to the latter on 13th March 1800 of 4,89,734 Surat rupees, interest included. It was then agreed that this balance should be liquidated by instalments;* and that if these instalments were regularly paid, no further interest should be charged. In pursuance of this arrangement a payment of rupees 1,00,000 and three payments of 60,000 rupees each, (2,80,000 rupees in all), appear to have been made to Mr. Parry by the Travancore Rajah on account of the estate of Mr. Hutchinson; in consequence of which the balance claimed as due to the estate was by the year 1803 reduced to 2,09,734 Surat rupees. At this period Mr. Parry quitted the Commercial Residency of Anjengo, and Mr. Handley his successor in office, was immediately nominated by Messrs. Forbes and Co. to act (conjointly with Mr. Snow, second Assistant at the Anjengo Factory) on behalf of Mr. Hutchinson's representatives, in recovering the balance which still remained due from the Rajah of Travancore. Thus far matters had advanced, when the circumstances took place which brought the claim to the notice of the Bengal Government. So far back as the year 1799 a regular political functionary had been permanently stationed at the court of Travancore, but in 1803 the Governor General in Council (Marquis Wellesley) judged it necessary, owing to the prevalence of intrigues at that court, which were considered hostile to the public interests, to confine all intercourse with the Rajah's Durbar to the official channel of the Resident. In consequence of this restriction Messrs. Handley and Snow (Agents for Mr. Hutchinson's estate), on the 14th May 1804, transmitted to the Resident an application to the Dewan of Travancore for payment to them of a fifth instalment of the debt due to the estate. Major Macaulay (the Resident) immediately forwarded a copy of this application to the Bengal Government; and on Messrs. Handley and Snow making a second communication to him, a correspondence ensued between them on the subject of the claim, the whole of which was also forwarded to Bengal. The Supreme Government, on the 19th July 1804, informed the Resident that they approved his having declined to interfere in the adjustment of the demand brought forward, and directed him to inform Messrs. Handley and Snow that no interference on their behalf would be allowed till the Government should be satisfied that their claim was founded in justice, and of such a nature as to require a deviation from the general principles of policy which regulated the conduct of the Government towards States in alliance with it. Further correspondence thereupon took place with Messrs. Handley and Snow, and the subject was also brought to the notice of the Travancore Government by the Resident. Documents were produced by these gentlemen in support of the claim, while, on the other hand, the Rajah's Dewan declared that the "debt called Mr. Hutchinson's debt" originated chiefly in fictitious transactions, and for the greatest part had no "just foundation."

On a review of all these proceedings, the authorities in India at length came to a decision, in the year 1807, that in the existing state of the question the parties should be left to settle the claim between themselves.

The subject was brought to the Court's notice by the Madras Government in Political Letters, dated the 6th March, and 21st October, 1807. The Court, in reply,† after remarking on the defective nature of the information regarding the origin of the claim, desired that the Bombay Government should be called on to state whether they had any knowledge of money transactions between the late Mr. Hutchinson and the Rajah of Travancore, and directed, in the mean time, that the Resident should not only be restrained from interference in the adjustment of the claim, but enjoined to recommend to the

2,00,000 rupees in	1800
60,000 by 30th April	1801
60,000	1802
60,000	1803
60,000	1804
49,734	1805
<u>4,89,734</u>	

† Political Dispatch to Madras, 7th September 1808.

No. 2.
Report of
the Committee of
Correspondence,
11 April 1832.

Rajah to decline any further payment on account of it, until its justice was made out to the satisfaction of the Madras Government.

The reply of the Bombay Government to the reference made to them, added little or nothing to the information before the Court on the subject. The chief point to be noticed in it is, their admission that the *fact* of dealings between the late Mr. Hutchinson and the Rajah of Travancore must have been within the knowledge (*as individuals*) of the parties composing the Bombay Government, the trade in pepper or other products in Travancore not having then been interdicted to the Commercial Residents.

On the 9th September, 1812, the Court, in a Political dispatch to Madras, again adverted to the claim brought forward by the representatives of Mr. Hutchinson, and directed that another reference should be made to the Travancore Government, in order to procure an elucidation of its rise and progress. The required information not having been received, and in the mean time the representative of Mr. Hutchinson having twice memorialised the Court on the subject, these orders were repeated on the 20th October, 1819, 11th April, 1821, and 5th March, 1823; and at length the Madras Government, in a letter dated the 24th December, 1822, laid before the Court all the information which could be obtained from the records of Travancore regarding the transactions between that State and the late Mr. Hutchinson of Anjengo. The contents of this communication failed, however, to throw any further light on the origin and nature of those transactions.

The Court, in finally reviewing the subject, on the 12th May 1824, fully concurred in opinion with the Madras Council, that "the pretended debt to the late Mr. Hutchinson, even granting it to be in other respects unquestionable, was not of a character to receive the countenance of their Government, and to be insisted on through its agency." On the other hand, they agreed to modify that part of their instructions of 7th September, 1808, in which it was enjoined that the Rajah of Travancore should be recommended to decline any further payment to Mr. Hutchinson's heirs till the justice of the claim was made out to the satisfaction of the Madras Government, and expressed their wish to be to leave the parties entirely to themselves, and to abstain from all interference in the matter one way or the other.

The Government of Travancore, however, not having been induced to make any further payment on account of this claim, the representative of the late Mr. Hutchinson has now petitioned the House of Commons to interfere in his behalf. The following appear to be the principal grounds on which the interference of the Legislature is solicited:

That the transactions out of which the debt claimed from the Rajah of Travancore arose were *bonâ fide*, that they took place before the passing of the Act of 1797, which prohibited loans from British subjects to native princes, and that Mr. Hutchinson's advances to the Rajah were, in great part, for the purpose of enabling the latter to fulfil his political engagements and commercial contracts with the Company.

That, on the 13th March 1800, the existence of a balance of 4,89,735 rupees due to the estate of Mr. Hutchinson was admitted by certain officers of rank appointed by the Rajah's nephew and successor to investigate the accounts of the foregoing transactions, and that payments to the amount of 2,80,000 rupees were subsequently made by the Rajah as part of the said balance.

That the Court of Directors, in a dispatch of the 7th September 1808, prohibited the Rajah of Travancore from making any further payment to Mr. Hutchinson's representatives, until the justice of the claim was established to the Madras Government, thereby preventing such payment at a time when the Rajah was able and willing to make it.

That at length, after many years had elapsed, the Court* withdrew the recommendation which they had caused to be transmitted to the Rajah in 1808, and expressed their wish to leave the parties entirely to themselves; but that this act of the Court could in no degree conduce to the attainment of justice, while, at the same time, it must be taken as an admission that no reasonable doubt could be raised respecting the debt; and, lastly,

That

* In 1824.

That the Company virtually adopted the said debt when they took possession of the territories and revenues of Travancore.

The two enquiries which appear to suggest themselves in this case are: What evidence is there to shew that the representative of Mr. Hutchinson has a just claim upon the Government of Travancore? and, secondly, Can the Company be considered at all responsible for the payment of any such claim, or bound to enforce, or even recommend the payment of it by the Rajah's Government?

In answer to the first enquiry thus much must be conceded: that the Rajah of Travancore, with whom it is alleged that the late Mr. Hutchinson had pecuniary dealings, appears, either by himself or his minister, to have admitted the existence of such dealings, and that very nearly to the extent of which Mr. Hutchinson's representatives have since maintained that they occurred: that this Rajah's successors did, in 1800, come to a settlement of Accounts with Mr. Parry, the gentleman appointed to act for Mr. Hutchinson's estate, by which he admitted a balance of 4,89,734 rupees to be due to that estate, and that, up to 1803, payments amounting to 2,80,000 rupees were actually made by the Rajah, which reduced the debt to 2,09,734 rupees. But in 1804 the existence of this claim was brought to the knowledge of the Bengal Government by the British Resident in Travancore, enquiries took place, and the Rajah's Dewan, who it would appear had been changed in the mean time, then declared that the "debt called Mr. Hutchinson's debt originated chiefly in fictitious transactions." Nothing specific, however, has been produced by the Travancore Government to prove this assertion; but, at the same time, there is sufficient in the documents produced by Mr. Hutchinson's representatives to shew that that gentleman's transactions with the Rajah were of the most objectionable kind, and that a large portion of the debt consisted of accumulated interest and fines for non-performance of certain agreements.

The account between the Travancore Rajah and Mr. Hutchinson's estate, drawn up in 1800, gives the following results:

Rajah of Travancore in account with the Estate of Mr. Hutchinson.

DR.	Rupees.	CR.	Rupees.
To amount admitted by the Rajah as due in July 1795	4,39,383	By amount paid to Mr. Hutchinson in September 1796	4,20,000
Sundry sums of money advanced to the Rajah in 1795 and 1796	2,39,757	Balance due to Mr. Hutchinson's estate on 13th March 1800	4,89,735
Amount of 64 candies of pepper sold to him in 1796...	10,560		
Forfeit for non-performance of a pepper contract for 1,154 candies	69,240		
Interest at 10, 12, and 18 per cent. on the sums of money advanced	1,50,795		
Rupees ...	9,09,735	Rupees ...	9,09,735

The transactions which led to the debt of 4,39,383 rupees, forming the first item in this account, cannot be fully ascertained.* It is clear that a large part of it arose from actual loans of money to the Rajah; but it is also certain from the letter of the Rajah's minister, dated 22d October 1795, that it included interest: and in a bond given by the Dewan on 21st March 1794, which acknowledged his having borrowed of Mr. Hutchinson coins of various denominations of the value altogether of about 1,35,000 rupees, the Rajah is made to agree not only that the amount should bear interest at 12 per cent. per annum, but that, if the amount were not repaid at the end of seven months and ten days,

* The accounts remarked upon by the Court (See No. 1. of this List) were produced after this Report was passed.

No. 2.
Report of
the Committee of
Correspondence,
11 April 1832.

days, the penal sum of 25,000 Bombay rupees should be paid in addition. Looking to this fact, and to the general character of the transactions between the Rajah of Travancore and Mr. Hutchinson, it is evident that a large portion of the old debt of rupees 4,39,383 consisted of interest and penalties; and it appears on the face of the account that 2,20,035 rupees of the new debt were of the same description. Although, therefore, there is no evidence to shew that the debt to Mr. Hutchinson originated for the most part in transactions positively "fictitious," there is sufficient, if we advert to the disadvantageous, not to say ruinous conditions on which money was advanced to the Rajah, and consider the influence which, in making those conditions, Mr. Hutchinson must have derived from his situation as the Company's Resident, to place his claim in a doubtful light; the more especially, when it is remembered that Mr. Hutchinson's representatives have recovered more than the principal.

The next question is, whether, if the justice of their claim upon the Rajah of Travancore were even clear, the Company have become so implicated as to be at all responsible for the payment of it themselves, or bound to enforce such payment upon the Government of Travancore.

It is asserted in the petition to the House of Commons, that the Company virtually adopted the debt to Mr. Hutchinson when they took possession of the territories and revenues of Travancore. The simple answer to this is, that the Company never have taken such possession, either wholly or in part. The hostile conduct of the Rajah's Dewan, joined to the accumulation of a large debt to the Company on account of the annual subsidy payable to them by treaty, led, it is true, to the occupation of Travancore by their troops in 1809, and subsequently to the assumption by their Resident of the office of Dewan for a period of three or four years, at the expiration of which the administration was restored to the Rajah; but, as sovereigns, the Company have never held any part of the country, while so far from their proceedings towards the Rajah having deprived him of the means of paying his private creditors, there is evidence to shew that, by the management of the Resident as Dewan under the orders of the Madras Government, his finances were extricated from a state of complete embarrassment, and placed in a condition to meet any just demands that could be made upon his Government.

The last question is, whether the Company can be legally implicated in this claim in consequence of their interference in 1808, when the Court directed that their Resident should be instructed to recommend the Rajah to make no further payment in liquidation of the alleged debt to Mr. Hutchinson's estate, until the justice of it was established to the Madras Government? It is asserted in the petition of Mr. Bury Hutchinson to the House of Commons, that the Company thereby prevented the payment of the debt at a time when the Rajah was willing to make it. This, however, is so far from the case, that four or five years before that step was taken, the Rajah's Dewan had denounced the claim as one which had arisen from fictitious transactions, and during the whole of the interval which ensued, the Court of Travancore shewed no disposition to make any further payment to the estate of Mr. Hutchinson. The only effect of the Court's proceeding, therefore, must have been, to relieve the Rajah from any fear which he may have entertained, lest the British Government should be induced to become the advocates of a claim brought against him by one of their own servants.

The Court, indeed, could not well have abstained from such a measure of recommendation as that which they directed in the dispatch to Madras of the 7th September 1808. The suspicious character of the transactions alleged to have taken place between Mr. Hutchinson and the Rajah, the fact that at the period when they were represented as having occurred the most corrupt practices had existed among their servants on the coast of Malabar, and the position in which the British Government stood both with respect to the Rajah and to Mr. Hutchinson, must all have combined, in the opinion of the Court, to call for an interference, the only object of which was to discourage an act of injustice from being committed against the Rajah's Government.

Mr. Hutchinson, in his petition to the House of Commons, asserts that the claim was sanctioned by several Governors General, *viz.*, the Marquis Wellesley, Sir George Barlow, and Lord Minto.

So far as respects the Marquis Wellesley, Mr. Hutchinson does not attempt
to

to substantiate his statement; and your Committee have caused the Company's records to be fully searched, and they have not been found to contain the slightest evidence of the least disposition on the part of his Lordship or his Government to favour or countenance the claim.

With regard to Sir George Barlow, Mr. Hutchinson, in the printed statement of his case, states as follows:—"But in the year 1806 the Political Resident again interfered, when Sir George Barlow caused a fresh enquiry to be made, and after investigation authorised Mr. Handley, the Commercial Resident, to proceed for the recovery of the balance due, and in his dispatch is the following remark: that, 'in his Excellency's opinion, Colonel Macaulay's letter to the Commercial Resident bears the appearance of unnecessary precipitation, in condemning the conduct of a public officer without enquiring into the real existence of the facts on which his judgment was formed.'"

After considerable research your Committee have traced the passage here quoted on the Bengal Secret Consultations of the 1st of July 1806; and they have to state, that it occurs in a letter, not from Sir George Barlow, but from Mr. Edmonstone, as Secretary to the Bengal Government; and that the occasion which suggested it was a dispute between the Political and the Commercial Residents respecting the presentation of some articles to the Princess of Travancore, and had no connection, directly or indirectly, with the case of Mr. Hutchinson, which is not hinted at in the remotest degree in the letter in question.

In support of his statement that Lord Minto sanctioned the payment of the claim, Mr. Hutchinson quotes the following passage, *viz.*—

"For the reason stated in the preceding part of this dispatch, the Governor in Council trusts that the Honourable the Governor-General in Council will deem it proper to issue immediate orders prohibiting the interference of the Military authority in the Commercial concerns of the Factory at Anjengo, and will direct the establishment of the Commercial Resident in the privileges and functions of his office as they existed before the disturbance in Travancore."

Your Committee have also succeeded in tracing the document from which the passage is quoted in the Madras Political Consultations of the 13th June 1809, and they find that it has no relevance whatever to Mr. Hutchinson's claim, but refers entirely to a question affecting the relative position of the Military and Commercial authorities in Travancore.

It results, therefore, from what has now been stated, that Mr. Hutchinson's statement regarding the opinions of successive Governors-General is totally without foundation.

It may be remarked, in conclusion, that the injury which the Company's interests sustained at the time Mr. Hutchinson was their Commercial Resident at Anjengo, from the frequent non-fulfilment by the Rajah, of his contracts to supply them with the products of Travancore, must have been at least considerably aggravated by the obstacles thrown in the way of their trade by the private dealings with the Rajah in which Mr. Hutchinson was simultaneously engaged. This, and the fact before mentioned, that loans of money to Native Princes by Company's servants had been strictly forbidden by the Court on pain of suspension from the service, will serve still further to shew that the representative of Mr. Hutchinson has no title to the countenance, either of the Court or the Legislature, in the claim which he persists in bringing forward.

No. 2.
Minute of
the Committee of
Correspondence,
11 April 1832.

No. 3.

PETITION to the HOUSE of COMMONS.

No. 3.
 —
 Petition to
 the House of
 Commons,
 April 1832.

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

The Humble PETITION of the United Company of Merchants of England trading to the East-Indies.

SHewETH :

That a Select Committee has been appointed by your Honourable House to enquire into the allegations contained in the Petition of Mr. Bury Hutchinson, presented to your Honourable House on the 15th day of December 1831; complaining of the interference of your Petitioners, in preventing, as the Petition alleges, the payment of a debt alleged to have been due by the Rajah of Travancore to Mr. John Hutchinson's estate, and to report their observations thereon to your Honourable House.

That your Petitioners do not admit the truth of the allegations contained in the said Petition, and are desirous of being heard by their Counsel thereon in the said Committee, and of being permitted to adduce evidence to controvert the allegations contained in such petition.

Your Petitioners, therefore, most humbly pray that they may be permitted to be heard by their Counsel on the matter of the said Petition, and to adduce evidence to controvert the allegations therein contained.

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

April 1832.

IV

PAPERS

RELATIVE TO

THE CLAIM OF MR. PRENDERGAST

ON ACCOUNT OF

THE LUCKNOW BANKERS

ON THE

NAWAUB VIZIER.

L I S T.

No.	Page
1. Letter from the President of the India Board to the Chairman and Deputy Chairman of the East-India Company, 12th April 1832	41
2. (Enclosure) Letter from Mr. Prendergast to the President of the India Board, 20th December 1831	43
3. Extract Letter from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, dated the 9th May 1832	44
4. Extract Letter from the President of the India Board to the Chairman and Deputy Chairman of the East-India Company, dated 14th May 1832.....	45
5. Letter from the Secretary of the India Board to the Secretary of the East-India Company, 14th May 1832	46
6. Letter from the Acting Assistant Secretary of the India Board to the Secretary of the East-India Company, 15th December 1832.....	ib.
7. Draft of a Despatch to be forwarded by the Court of Directors to the Governor General in Council at Fort William, 15th December 1832	47
8. Letter from the Secretary of the East-India Company to the Secretary of the India Board, 1st March 1833	52

No. 1.

LETTER from the PRESIDENT of the India Board to the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company.

India Board, 12th April 1832.

GENTLEMEN:

I have the honour to enclose to you* the copy of a letter which has been addressed to me by Mr. Prendergast, the constituted attorney of "Baboo Ram Doss and Baboo Ram Chown Loll, heirs and legal representatives of the late Monhur Doss and Seetul Bahoo," natives of Calcutta and British subjects.

In consequence of the appeal thus made to me, I have taken the whole subject, generally designated as the claim of the Calcutta Bankers on the Nawab Vizier, into my serious consideration; and having reviewed all the proceedings connected with it, from the commencement of the transactions in question to the latest period, I feel it my duty to submit the following observations to the attention of the Court of Directors.

In framing the instructions contained in the Political Letter on this subject, dated the 12th February 1819, the Government at home appear to have been influenced by a disinclination to depart from a general principle, which had on former occasions induced them to reject applications from individuals preferring claims of a pecuniary nature upon the Oude Government.

The result, however, of the review which I have recently taken of the case of the Calcutta Bankers is a conviction in my mind, that the circumstances connected with the transactions on which their claim is founded give it so peculiar a character, that the Court and the Board would have been warranted in adopting a different course.

Both Lord Cornwallis and his successor, the present Lord Teignmouth, had repeatedly urged the late Vizier, Asoph-ud-Dowlah, to put in a train of liquidation the large debt which he had contracted; and, at his Excellency's particular desire, Mr. Cherry, the Resident at Lucknow, was authorized by Lord Teignmouth to afford his assistance in investigating the claims of the creditors, with a view to ascertain the amount of those which were just and fair. After considerable exertions devoted to this enquiry, Mr. Cherry, in a report dated the 14th of April 1796, transmitted to the Governor-General a list of claims of the above description, in which were included the names of the Calcutta Bankers.

It seems probable that the removal of Mr. Cherry from Lucknow deprived the creditors of the advantages which they were encouraged to expect from the good offices of the British Government.

In the month of September 1796, Mr. Lumsden, who had succeeded Mr. Cherry at Lucknow, announced to the Governor General, that Asoph-ud-Dowlah had, through a compromise, the result of negotiations in which Mr. Lumsden had taken a part, discharged the debts due to the European portion of his creditors, and had made an arrangement for liquidating the debt due to his Native creditors in the course of six years; adding, however, that Munseram, the agent of the Calcutta Bankers (relying, I should presume, on the fact, that the persons for whom he was acting were British subjects), had rejected the terms thus offered to them by the Vizier, and had insisted on their right to the same treatment as that which the European claimants had experienced at his hands. Although Mr. Lumsden and Lord Teignmouth expressed their sense of the injustice of the distinction thus drawn between the European and Native creditors, no effort was made to prevail upon Asoph-ud-Dowlah to rectify this inequitable proceeding.

Asoph

* See No. 2, page 42.

No. 1.
Letter from
the President,
12 April 1832

No. 1.
 Letter from
 the President.
 12 April 1892

Asoph-ud-Dowlah died in the month of September 1797. On the elevation of Saadut Ali to the Musnud, in January 1798, Lord Teignmouth inserted in the preliminary treaty of Benares an article stipulating that the unliquidated portion of the late Vizier's just debts should be paid in the course of three years, which preliminary treaty was signed by Saadut Ali; but in the definitive treaty concluded at Lucknow on the 21st February 1798 the article respecting the debts was omitted. I am by no means satisfied with the reasons which his Lordship has assigned for thus abandoning the parties whose cause he had espoused. The result was precisely such as might have been anticipated from the character of Saadut Ali, whose love of money was notorious.

During the negotiations with Saadut Ali, which terminated in the treaty of November 1801, Lord Wellesley distinctly recognized not only the justice, but the necessity of insisting on the liquidation of the just debts of the late Asoph-ud-Dowlah; and sentiments of the like nature were expressed in a dispatch from the Secret Committee to the Supreme Government, dated November 1803, approving of Lord Wellesley's treaty. But notwithstanding these repeated recognitions by the authorities both abroad and at home, nothing was done to fulfil the expectations which had been excited, and most naturally excited, in the minds of the unfortunate creditors, 1st. by the circumstances under which the debts were contracted; 2dly, by the investigation entered into by Mr. Cherry; and 3dly, by the favourable opinions expressed in their behalf by Lord Teignmouth and Lord Wellesley. Although Saadut Ali possessed abundant means of satisfying the claims of his late brother's creditors, there is nothing to show that they ever obtained from him a single rupee.

After the lapse of several years, Lord Wellesley was induced to address from this country a private letter to Lord Hastings, explaining the circumstances which had prevented him (Lord Wellesley), during the period of his administration of India, from carrying into effect the intentions which he had formed in respect to the payment of Asoph-ud-Dowlah's debts, and pointing out the claim of the Calcutta Bankers as peculiarly entitled to the attention of the British Government.

"In the year 1815 the agents of the parties having presented a memorial to the Governor-General in Council, his Lordship issued instructions (dated 20th April 1816) to Mr. Strachey, the Resident at Lucknow, directing him to "take some favourable opportunity of stating the demand as one which it "would be creditable to the justice and honor of his Excellency to liquidate." Although, in the execution of his instructions, Mr. Strachey pressed the claim in terms more energetic than those which had been prescribed by Lord Hastings, the reigning prince, who was the son of Saadut Ali, and who had inherited his father's immense accumulations, refused to entertain the claim, merely because his father had neglected to discharge it. Under these circumstances, Lord Hastings did not feel it proper to renew his interference without the previous sanction of the Home Government; which sanction, as already observed, was withheld, for reasons which I consider to have been invalid.

I am aware that the length of time which has elapsed since the date of the Political Dispatch of February 1819 creates a difficulty in correcting the error then committed; but I conceive that we ought not, on that account, to be deterred from using our best endeavours to obtain justice, however tardy, for the parties who stand to us in the relation of subjects, and who have sustained a grievous injury, by the length of time during which, without any default on their part, it has been withheld.

The duty and the right of interference on the part of any country in behalf of its own subjects, even as against independent states, are established by national law, and recognized in the practice of all nations, and particularly of Great Britain. Such right and duty are surely not impaired by the circumstance, that the wrong-doer happens, in this instance, to be a prince depending for his throne entirely on our support.

I think that our interposition with the King of Oude, in order to obtain the settlement of this claim, should be direct and formal; and I cannot better convey my meaning, than by stating that it is fully expressed in Mr. Strachey's letter to the Vizier of Oude, dated the 24th October 1816.

I propose

I propose, accordingly, that the Governor General in Council should be directed to lose no time in addressing to the King of Oude a letter to that purport, and that his Lordship should be desired to instruct the Resident to take an early opportunity of delivering that letter to the King, and of verbally explaining to his Majesty the grounds on which the British Government have felt themselves constrained to press upon his serious attention a claim, which ought to have been discharged thirty years ago, and which the Agents of the parties have not ceased to prosecute to the utmost extent of their power, both in India and in this country.

The rate and amount of interest should, of course, be settled according to the law and usages of the country in which the debt was contracted.

The mode and details of payment must be matter of negotiation between the King of Oude and the Supreme Government.

Having thus explained briefly, because the merits of the case are well known to you and to the Court of Directors, the result of my investigation into the claim of the Calcutta Bankers, I have to request that you will be pleased to bring the matter under the consideration of the Court, and that you will move them to prepare the draft of a despatch to the Governor-General in Council, containing instructions of the tenour above stated.

The despatch will, of course, require the sanction of the Commissioners for the Affairs of India.

I have the honour to be, Gentlemen,

Your most obedient humble servant,

(Signed) CHARLES GRANT.

The Chairman and Deputy Chairman,
of the East India Company.

No. 1.
Letter from
the President,
12 April 1832.

No. 2.

(Enclosure.)—LETTER from Mr. PRENDERGAST to the PRESIDENT of the India Board.

64, St. James' Street, 20th December 1831.

SIR,

I beg leave most respectfully to solicit your attention to the case of my constituents, the Calcutta and Benares Bankers, which, at the period of the retirement of your predecessor, the Right Honourable Lord Ellenborough, was about to receive a further consideration from his Lordship.

As the documents relating to this case are recorded at the India Board, and contain the best possible materials for coming to a decision thereupon, I will not presume to occupy your valuable time in a recapitulation of the statements and reasoning, by which I humbly conceive that the claims of my constituents to payment of the bonds which they hold from his Highness the late Asuph-oo-Dowla has been fully established. The prayer which I venture to prefer on the part of these unfortunate creditors is, that they may at length receive, through the authority of the Board over which you preside, that assistance and protection from the East-India Company, which the paternal Government of Great Britain would not withhold from any of its subjects similarly situated towards a foreign state.

Allow me, for the purpose of maintaining the entire rights of my constituents, to add, that while I claim in their behalf payment from the King of Oude, as heir and representative of their Highnesses Asuph-oo-Dowlah and Saadut Ali Khan, I still contend that these loans were originally made under the virtual guarantee of the Company's Government, and therefore that my constituents have a special right to the interference prayed for with the King of Oude.

No. 2.
Mr. Prendergast's
Letter to
the President,
20 Dec 1831.

No. 2.
 Mr Prendergast's
 Letter to
 the President,
 20 Dec. 1831.

With sentiments of the highest respect, I have the honour to subscribe myself,

Your most faithful and obedient servant,

(Signed) M. G. PRENDERGAST.

The Right Honourable Charles Grant,
 &c. &c. &c.

No. 3.

EXTRACT LETTER from the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company to the PRESIDENT of the India Board, dated the 9th of May 1832.

No. 3.
 Letter from
 the Chairman and
 Deputy Chairman,
 9 May 1832.

The proceedings which are now pending in Parliament on the claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the communication which the Court of Directors have recently received from the Board and from yourself respecting the claims of Messrs. W. Palmer and Co., on some of the Nizam's subjects, and those of the Lucknow Bankers on the King of Oude, appear to the Court to be of such a nature, as to make it their indispensable duty to endeavour to convey to you, and through you to the rest of His Majesty's Ministers, the conviction which the Court entertain of the pernicious tendency of the principle involved in all those proceedings and communications.

If the cause of the Lucknow Bankers is to be taken up as you purpose it should be, what can the Court say to the representatives of Sir Harry Darell, or to those of Colonel Frith, Major Webber, Captain Edwards, and many others, on whose behalf the British Government, when solicited, has refused to lend its good offices with the Vizier? or how will it be possible to resist the multitude of dormant claims, not only upon Oude but upon other Native States, which are known to exist on the part of Europeans, and also of Natives, who are equally entitled to consideration with the Lucknow Bankers? It is clear to the Court, that if the authority of the Government were to be employed in the one case, it would be immediately asked, and could not be refused in others; and that demands would arise which it would ruin our allies to meet. In short, Sir, the Court would do you injustice, if they permitted themselves to think that you had any adequate idea of the mischief that would result from the adoption of the course which you recommend, a course diametrically opposed to that prescribed for the conduct of the Bengal Government in the Political Dispatch regarding the claim of the Lucknow Bankers, dated the 12th of February 1819, in which you will find the following emphatic passage, to which, as having been inscribed by the Board whilst the late Mr. Canning was its President, the Court attach more than ordinary importance: "We are so much aware of the difficulty of divesting a friendly communication to a weaker power of the character of authority, and are so apprehensive that the consequence of pressing upon the Vizier the consideration of those claims might bring upon him others from various quarters, that we direct you to rest contented with the attempt you have already made; and to abstain from any similar proceedings hereafter, at the instance either of those or any other claimants."

The Court are aware that it has been said that the loans of British subjects to Native States have, in some cases, been directly beneficial to the Company. They oppose to this assertion the declaration of Parliament (37th Geo. III. cap. 1421, sec. 28) that "that practice has been productive of much mischief, and is the source of much usury and extortion."

Undue importance has, in the Court's judgment, been attached by claimants and their advocates to the circumstance of the claims having arisen previously to 1797, when the law to which we have referred was passed. That enactment was, indeed, only prospective, and did not profess to affect the past transactions of individuals. It left them, in point of law, precisely where it found them; but with a legislative declaration of their impolicy and impropriety.

priety. To contend that it improved their situation is a strange perversion of a law, the declared object of which (sec. 8) was effectually to stop a destructive practice, which the "wholesome orders of the Court had not been sufficient to restrain and repress." If a measure of interference in favour of the claimants had been thought right (and it was quite as necessary for them in 1797 as at present), Parliament would surely have authorized it. Was any such authority given or contemplated? The whole tenour of the proceedings of the Legislature prove the contrary; and it would be rather extraordinary if, after the lapse of a long series of years, when the sources of information have for the most part ceased to be available, recourse should now be had to a system of interference, neither countenanced nor contemplated at a time when Parliament was legislating upon the subject of transactions of this kind, and when the circumstances of most of the cases might have been ascertained with comparative facility.

No. 3.
Letter from
the Chairman and
Deputy Chairman,
9 May 1832.

No. 4.

EXTRACT LETTER from the PRESIDENT of the India Board to the CHAIRMAN and DEPUTY CHAIRMAN of the East-India Company, dated 14th May 1832.

I have the honour to acknowledge the receipt of your letter of the 9th instant, relating to "the proceedings which are now pending in Parliament on the claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the communications which the Court of Directors have recently received from the Board and from me, respecting the claims of Messrs. William Palmer and Co. on some of the Nizam's subjects, and those of the Lucknow Bankers on the King of Oude."

No. 4.
Letter from
the President,
14 May 1832

I reserve myself to a future opportunity to reply to the general reasoning contained in your letter, on the subjects to which you call my attention, and propose to limit myself, on the present occasion, to a communication of the result of the best consideration which I have been able to give to the particular cases of the Calcutta Bankers and of Messrs. William Palmer and Co.

Regarding the former of these claims, it would lead me into a discussion of inconvenient length if I were here to enter into the merits of this extensive subject: nor is such a discussion necessary, since the whole question has been so repeatedly canvassed and considered, that every part of it must be familiar to the Court. I must, therefore, disclaim any want of deference towards the Court, if I decline to re-argue it in this place; but I feel it right to express my entire dissent, in every respect, from the view which you take of this claim, and of the right mode of dealing with it.

Contenting myself with this general protest, I shall here offer only two observations.

In the first place, I do not anticipate any embarrassment from similar applications, because this case is peculiar, and cannot fairly be drawn into a precedent.

In the second place, I conceive that the effect of this interposition in behalf of justice, so far from prejudicing our national character, can tend only to inspire confidence in the rectitude and protecting vigilance of our Government.

On the whole, I feel myself obliged, by a sense of duty, to renew the recommendations conveyed to the Court in my letter of 12th April last.

It is necessary, however, to advert, more particularly than I did in that letter, to the question of interest.

On

No. 4.

Letter from
the President,
14 May 1832.

On this point I think that our interference ought not to be carried to the extent of the whole demand.

If, on the one hand, the claimants are justified in urging that the accumulation has been occasioned by the arbitrary refusal of Saadut Ali and his successors to pay the debt, the king of Oude, on the other hand, may plead, that as the interference of the British Government would, at any time, have effected the payment, it is in fact to the withholding, or to speak more properly, to the withdrawing of such interference, that the accumulation is mainly to be ascribed. Under these circumstances, the amount of interest to be allowed appears a fair subject of compromise; and it will probably be found that the most equitable principle for both parties will be, to fix a moderate and reasonable rate of simple interest for the whole period.

Such a compromise, while it would diminish the pressure on his Majesty, would not overlook the unmerited injury and injustice inflicted on the Bankers, by depriving them for so many years of the use of their capital.

The means by which this suggestion is to be effected, and the details of its execution, must be necessarily left to the discretion of the Supreme Government.

No. 5.

LETTER from the SECRETARY of the India Board to the SECRETARY of the East-India Company.

India Board, 14 May 1832.

No. 5.

Letter from
the Secretary of
the Board,
14 May 1832.

SIR:

In reference to Mr. Grant's letter to the Chairman and Deputy Chairman of 12th April, and also to his letter of this date, in reply to their letter of the 9th instant, regarding the claims of the Calcutta Bankers on the King of Oude; I am directed by the Commissioners for the Affairs of India to request that the Court will prepare and submit to the Board, with the least practicable delay, the draft of an instruction to the Governor General in Council on the subject of those claims, in order that no time may be lost in the transmission of an instruction to the local Government on this long pending question.

I have the honour to be, Sir,

Your most obedient humble servant,

(Signed) THOS. HYDE VILLIERS,

P. Auber, Esq.
&c. &c. &c.

No. 6.

LETTER from the Acting ASSISTANT SECRETARY of the India Board to the SECRETARY of the East-India Company.

India Board, 15th December 1832.

No. 6.

Letter from the
Acting Assistant
Secretary of
the Board,
15 Dec. 1832.

SIR:

The Court of Directors having omitted to frame and transmit to the Commissioners for the Affairs of India a draft of a despatch to the Governor General in Council, relative to the claims of the Calcutta Bankers on the Government of Oude, conformably to the requisition contained in the late Mr. Villiers' letter to you, dated the 14th May last, I have the honour to enclose copy of orders and instructions which the Board have themselves prepared on the subject of those claims; and I am also to request that, in laying them before the Court, you will communicate the desire of the Board that a despatch, according to the tenour of these orders and instructions, be transmitted to India, agreeably to

to the provision contained in the 15th section of the Act of 33d George III., cap. 52.

I am, Sir,

Your most obedient humble servant,

(Signed) H. S. ALVES,
Ag. Assistant Secy.

Peter Auber, Esq.
&c. &c. &c.

No. 6.

Letter from the
Acting Assistant
Secretary of
the Board,
15 Dec. 1832.

No. 7.

DRAFT of a DESPATCH to be forwarded by the Court of Directors to the Governor General in Council at Fort William in Bengal.

No 7.

The Commissioners for the Affairs of India have communicated to us a letter which has been addressed to them by Michael George Prendergast, Esq., the agent of Baboo Ram Doss and Baboo Ram Chown Loll, heirs and accredited representatives of the late Monhur Doss and Seetul Bahoo, relative to the claims of those persons for money advanced on loan to the late Nawab Vizier Asoph-ul-Dowlah.

Draft of
Despatch from
the Board,
15 Dec. 1832.

2. During the course of the last twenty years this claim has, on several occasions, and in various shapes, been brought to the notice of your Government and of both branches of the Indian administration in England. It has also been agitated in the House of Commons, and was referred to a Committee of that House. The Committee were, however, prevented by the termination of the session from prosecuting the enquiry, and did not offer any opinion as to the merits of the case.

3. The last-mentioned proceeding took place three years after the transmission to India of the orders contained in our Political despatch of the 12th February 1819.

4. As a general principle, we have no hesitation in expressing it as our decided opinion, that the British Government is not bound to interfere, and ought to be extremely cautious of interfering in the recovery of loans from Native States, unless such loans were contracted with its previous knowledge and concurrence, and unless the guarantee of the British Resident was given in writing upon the face of the bond, or signified by the Resident in a despatch written at the time to his own Government, and approved, as well by that Government as by the Native Sovereign contracting the loan.

5. We state the principle thus broadly and decidedly, to the end that the orders we are about to transmit to you on the subject of the present claim may not be liable to misinterpretation in the important particular, that where money has been advanced to a Native State without a sanction of the nature above described, we will in no case, except under peculiar circumstances, interfere in view to its recovery.

6. The peculiarities which induce us to come forward on the present occasion will appear from a brief summary of many of the transactions connected with the claim.

7. Both Lord Cornwallis and his successor, the present Lord Teignmouth, had repeatedly urged the late Vizier, Asoph-ul-Dowlah, to put in a train of liquidation the large debt which he had contracted, and, at his Excellency's particular desire, the Governor General in Council authorized Mr. Cherry, then the Resident at Lucknow, "to assist him in ascertaining his true and just debts, with a view to their being put into a train of payment; and it was stated to Mr. Cherry, that the Governor General had also assented to give his sentiments on the adjustment of them, if necessary, taking precautions, at the same time, to prevent any implication of the Company's responsibility in consequence of such interference." Mr. Cherry accordingly entered into a laborious investigation of the debts of that prince; and in a letter dated

No. 7.
 Draft of
 Despatch from
 the Board,
 15 Dec. 1832.

dated the 14th April 1796, transmitted to the Governor General, Sir John Shore (the present Lord Teignmouth), a list of such of them as he considered to be just. In that list are to be found the names of the Calcutta Bankers. Owing, probably, to the removal of Mr. Cherry from Lucknow to Benares, no arrangement was made for paying off those debts; but it appears from a despatch dated the 28th September 1796, from Mr. Lumsden, who replaced Mr. Cherry in the office of Resident at Lucknow, that Asoph-ul-Dowlah had adopted the resolution of paying from his own treasure the debts due to his European creditors; that this had accordingly been effected in respect to the whole of them, with the exception of Mr. Bruce, who objected to the terms offered by the Vizier; and that, in the early stage of the negotiation with the European gentlemen, Mr. Lumsden took a part. In communicating this transaction to his Government, Mr. Lumsden stated, that the Vizier had previously made an arrangement with the Native creditors, of a nature far less favourable to them than that which had been concluded with the Europeans; but that Munsoram, the agent of the Calcutta Bankers, had rejected the terms thus offered, expressing "his readiness to agree to receive the principal in the same manner as settled with Europeans, but he was refused." This proceeding indicated his sense of the fairness and justice of the claims of his principals.

8. Both Mr. Lumsden and Sir John Shore expressed regret at the inequitable distinction which Asoph-ul-Dowlah had made between his European and Native creditors. Mr. Lumsden's words are these: "I am concerned that it is impossible to persuade the Vizier and his ministers that his own credit and true policy required him to offer the same terms to his Native creditors which he had granted to the Europeans." Lord Teignmouth thus replies: "I regret with you the distinction made between the European and Native creditors, so little conformable to justice or policy."

9. By Mr. Lumsden's language it would appear that he had endeavoured to persuade the Nabob Vizier to repair this injustice, but in vain. There is, however, nothing to shew that any further attempt was made at this time for that purpose.

10. When, in the beginning of the year 1798, Sir John Shore had determined to place Saadut Ali in the musnud of Oude, as the legitimate successor of Asoph-ul-Dowlah, he concluded with him a preliminary engagement (the treaty of Benares), which contained an article obliging him to liquidate the just debts of his late brother in the course of three years.

11. This article was, however, omitted in the definitive treaty, for which omission the reason assigned is, that "the stipulation would involve us in the necessity of enquiring into the justice of all claims, and constitute the Company, in some measure, a guarantee for procuring the liquidation of them, which would be attended with very serious embarrassment."

12. We cannot admit the validity of this reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the subject at all. In the particular case so many steps had already been taken, as to make it very questionable whether it was still open to the British Government to recede on the ground of the general objections which Sir John Shore urges.

13. It is not probable that the fact of such an article having been introduced in a preliminary form was unknown to the Native creditors, and the knowledge of it must have tended to raise their hopes. But, even if they were not aware of that fact, it is indisputable, that their expectations had been previously excited by the authorized, notorious, and laborious investigation which had been concluded by Mr. Cherry, the British Resident, in pursuance of the order, and under the express supervision of the Governor General, with a view to the eventual liquidation of the debts of Asoph-ul-Dowlah.

14. Sir John Shore, however, contented himself with saying to Saadut Ali, that although the article of the preliminary treaty of Benares had been withdrawn, "it was still left to his equity to satisfy such claims as he might deem fair and just, and that in this class he would, upon enquiry, probably find the demands of the shroffs upon the late Vizier, and if so, that it would be to his interest not to overlook them."

15. This

No. 7

Draft of
Despatch from
the Board,
15 Dec. 1832.

15. This cautious and gentle recommendation had, in point of fact, little weight. Saadut Ali paid not the least attention to the claims of the creditors of his deceased brother. Pending the negotiation which terminated in the treaty of November 1801, the question of the debts was re-agitated. In the month of May of that year Saadut Ali submitted to Lord Wellesley, through the Resident, Colonel Scott, certain articles to which he requested that his Lordship would affix his seal and signature. The first article was as follows:—

16. "The payment of the debts of my predecessor, Asoph-ul-Dowlah, is not stipulated for in the existing treaty. I am moreover unable to liquidate the debts contracted in the late reign; but this is an affair which will be adjusted between the State and the creditors of the late Nawaub, and regarding which the Company are in no shape responsible, the treaty being silent on this subject."

17. In regard to this proposition Colonel Scott observes:—"It is embarrassing, inasmuch as it avows in spirit, and almost in words, a determination not to discharge any part of them (his brother's debts), and requires your Lordship's direct confirmation of that resolve. Although the British Government had not yet interfered nor called upon the Vizier to discharge the debts of the State, yet your Lordship's sense of the obligation which his Excellency owes to justice and common honesty, to make some arrangement for the liquidation of those debts, is so strongly manifested by the proposition, under certain conditions (the entire transfer of the Vizier's territories to the British Government) of taking the burthen upon the Company, that his Excellency looks with certainty to the demand being at a future period pressed upon him by the influence and authority of the Company's Government."

18. It appears by a subsequent letter from Colonel Scott, that when he made the foregoing observation, he was not aware (to use his own words) "that a stand had been made to an article inserted in the draft of the treaty with the Vizier on his accession to the musnud, relating to the payment of the late Nawaub's debts, and that Sir John Shore had satisfied himself with verbally consigning the liquidation of them to the justice of the Vizier."

19. In his reply to the reference which had thus been made to him, Lord Wellesley declared that he was precluded, by the strongest obligations of public duty, from affixing his seal to the articles, of the first of which it appeared, according to his Lordship, to be the object, "under the shelter of the British name, to cancel all the public debts of the State of Oude"

20. The Secret Committee of the Court of Directors in a despatch (since made public) dated the 19th November 1803, in signifying their approval of the treaty of 1801, observed as follows:—"The Company being now bound to the defence and protection of his Highness's dominions against all enemies, foreign and domestic, without further charges to the Vizier, the ample revenue which remains to his Highness, entirely applicable to the expenses of his civil government, will, we trust, place him beyond the reach of pecuniary embarrassment, and enable his Highness to put his just debts in a course of progressive liquidation."

21. The last words evidently allude to the unliquidated debts due to the Native creditors, because the arrangement of 1796 having been duly reported in your despatches, the authorities by whom that letter was prepared were aware of the compromise to which the European creditors had agreed.

22. It was apparently the intention of the Secret Committee, that Saadut Ali should be apprised of the expectation entertained by them in respect to the payment of the debts of his predecessor. Whether or not any communication of that tenour was, in fact, made to him, does not appear from official documents; but, from a private letter addressed by Lord Wellesley to Lord Hastings, dated 3d May 1814, we are led to conclude the contrary. That letter, which was placed by Lord Hastings on your records and was referred to in your Political despatch dated 9th November 1816, is couched in the following words:—"The details of the case are fully stated in the memorial and in other documents, which will, of course, be submitted to your Excellency's judgment; it will therefore be sufficient for me to assure you, that after full consideration of the whole matter my decided opinion was, that the memo-

No. 7.
 ———
 Draft of
 Despatch from
 the Board,
 15 Decr 1832.

" rialists were entitled, in justice and equity, to the full amount of their claims,
 " and that it was the duty of the Supreme Government to urge the demand on
 " the Nabob of Oude with all the force which the delicacy of such a question
 " might admit.

" The principal point which I am anxious to explain is, the cause of my
 " silence on this subject during my administration in India. Inferences might
 " be drawn adverse to the claims of the memorialists or injurious to my sense
 " of justice, from a circumstance which is, in reality, to be attributed to the
 " very peculiar state of affairs during my government, and to the uninter-
 " rupted train of extraordinary events which occurred during that period of
 " time.

" The truth is, that those events and their consequences so entirely occupied
 " my attention, as to leave me little time for the prosecution of claims of a
 " private nature; and particularly with regard to the State of Oude, my dis-
 " cussions with the Nabob Vizier on other points of the most arduous nature;
 " precluded the possibility of preferring matters, however weighty, in the scale
 " of justice, of inferior consideration in a political and national view.

" But I repeat to your Excellency my entire conviction of the strength of
 " this claim, and the propriety of urging it upon the consideration of the
 " Nabob Vizier, who, I trust, will be induced to discharge so clear a debt of
 " honour, especially as it stands absolutely distinct from any other demand of
 " any other creditor of the State of Oude."

23. The receipt of Lord Wellesley's letter induced Lord Hastings to investigate
 the claim of the Calcutta Bankers, and the result of that investigation is stated
 by his Lordship in a minute of the 1st January 1816, of which, although not
 entered on your Proceedings, a copy has been furnished to us by Mr. Prender-
 gast. From this Minute we learn that, in his Lordship's view of the case, it
 stood distinguished from the rest of the claims in the following particulars:
 That these Bankers, though not Europeans, were British subjects, and as such
 entitled to the good offices of Government: That the debt which they claimed
 from Asoph-ul-Doulah was admitted to be just, both as to the purity of origin
 and as to amount, by the Nabob Vizier and by the British Government: That
 the liquidation of it was thence recommended in the settlement of the Nabob
 Vizier's affairs: That the Bankers could not vitiate the quality of their de-
 mand by declining to accept a composition, which they suspected to have been
 brought forward for the purpose of exacting sacrifices from some of the cre-
 ditors, while others were to receive prompt and full payment: That the Govern-
 ment did not consider them as having forfeited a claim to its mediation by de-
 clining that composition, but, as would appear from the Marquis Wellesley's
 letter, did subsequently countenance their application. That there was a
 fair implication of equitable reliance on the good offices of Government, inas-
 much as the money borrowed from the Bankers was known to have been taken
 up for the purpose of discharging the arrears due to the Honourable Company,
 a circumstance which, though it afforded no legal tie, appealed directly to one's
 feelings, whether the Bankers must not have been influenced by an ulterior
 confidence in the protection of Government with regard to a loan whence Go-
 vernment was to draw a material convenience, and which was therefore agree-
 able to it: That this implication was much strengthened, when we adverted
 to the extent and notoriety of intercourse between Government and Asoph-ul-
 Doulah in pecuniary concerns: That, in fact, there was that sentiment ac-
 knowledged by Government relative to this loan; but Government confessedly
 forebore to urge the repayment, lest it might embarrass the liquidation of the
 demand which it was then pressing on its own account upon Saadut Ali.
 That these circumstances took the Bankers' case completely out of the class
 of these demands, respecting which the Honourable Court had precluded the
 intervention of Government, this case not being the simple transaction be-
 tween individual and individual, against which the Court had established the
 bar, but a claim heretofore recognized as just by Government, and only
 suffered to sink through the avowed preference which we had given to our own
 interest. That, by the letter from Mr. Thornton, it was indisputable that the
 Court had put this construction upon the Bankers' case, and had been with-
 held from recommending it to the consideration of Government only by the
 principle, that the judgment to be passed on such questions ought to rest with
 the

the local authorities. "On this ground," observed Lord Hastings, "I think the petitioners entitled to all the assistance which we can with propriety afford them; unfortunately that does not go far. We cannot bring forward the claim to the Nawaub Vizier as one which Government formally supports, because we should have difficulty in vindicating our right of application should he resist it; but I think Mr. Strachey may be instructed to take advantage of some favourable opportunity for stating the demand, as one which it would be creditable to the justice and honour of his Excellency to liquidate."

No. 7.
Draft of
Despatch from
the Board,
15 Dec. 1832.

24. Instructions founded on the view taken of the Bankers' case, by Lord Hastings in Council, were accordingly issued to Mr. Strachey, who, in consequence of the instructions, brought the matter before the reigning Sovereign of Oude, the son of the late Saadut Ali. The answer returned by him to that application was such as to deter Lord Hastings from renewing it without our sanction. This having been withheld, no further attempt has been made to obtain an equitable adjustment of the claim.

25. In conformity with the Minute of Lord Hastings before mentioned, his Lordship in Council addressed to us a letter dated the 9th November 1816, which is recorded, and which, after strongly echoing the language and minutely repeating the arguments of the Minute, concludes as follows— "Under this positive declaration of the Nabob Vizier not to entertain the claim, we do not consider ourselves warranted in pressing the claim further on his Excellency's attention without the express sanction of your Honourable Court, for whose consideration and orders the case is now submitted." This letter was signed by Lord Hastings himself, then Lord Moira, and by Messrs. N. B. Edmonstone, Archibald Seton, and G. Dowdeswell, all Members of Council.

26. In our reply (dated 12th February 1819) to this communication, we reminded you of our decided objection to any interference with the Native Princes in matters of the kind under consideration. We stated that, even without reference to such general objection, we felt ourselves precluded from any authoritative interference with the Vizier of Oude by the existing state of relations between the two Governments; and adverting to the difficulty of divesting a friendly communication to a weaker power of the character of authority, and to the danger of bringing other claims on the Vizier, we directed you to rest content with the attempt which you had already made, and to abstain from similar proceedings in future.

27. It is to be observed, that this letter, though it objected to further interference with the Vizier, does not impugn the justice of the claim, but, on the contrary, admits its validity as against the State of Oude.

28. With regard to the alleged danger of bringing new demands on that State, we have before observed, in substance, that the peculiar nature and circumstances of the present case clearly distinguish it from all others, and preclude the danger of its becoming a precedent.

29. From the foregoing summary of facts, though they are rather sketched than developed, a just opinion may be formed of the present case. It must be remembered, that our interference in the liquidation of the State debts of Oude was, in the first instance, exercised at the formally expressed desire of the Prince by whom those debts had been contracted: that our actual interference on that occasion in favour of the European creditors, made it impossible for us ever to plead the general principle of non-interference, as a bar to the demands of another class of creditors whose claims were authenticated at the same time by the same authority: that, in point of fact, the liquidation of the claims of the Native as well as the European creditors was actually put in train, and was to some extent pursued; and this with such formality and notoriety, as to constitute an implied pledge from the British Government to the Natives, that a settlement would take place: that whatever right of an equitable kind the public creditors of Asoph-ul-Dowlah had before his death acquired, the assistance of the British Government for the recovery of their debts, such right having become fully vested, remained to them on the accession of Saadut Ali, and could not be affected by any omission on the part of the British Government to press the claim on that Prince:—and, finally, that for the

No. 7.
Draft of
Despatch from
the Board,
15 Dec. 1832.

same reasons, such right remains unimpaired up to the present hour. We may add, that in supporting the case of the Native creditors, your predecessors appear to have acted in strict conformity with the sentiments of the Home Government, as recorded in the passage extracted from the Secret Letter of November 1803. It seems indeed probable, that if the influence of your Government had been exerted, so as to have prevailed on the Sovereign of Oude to discharge the debts then outstanding, such a measure would have received the approbation of the Home Government, and it is a source of just regret that this course was not adopted.

30. As the case now stands, although we are sensible of the disadvantages under which we are placed by lapse of time, we nevertheless feel that it is incumbent on us to use our utmost efforts to retrieve the present claimants from the unfortunate situation in which they are placed.

31. Under a strong conviction that this is a valid claim against the King of Oude, we are of opinion that the settlement of it should no longer be delayed; you will, accordingly, lose no time in communicating to the King our sentiments on this subject, and strongly urging on him the importance of an immediate and effectual adjustment, as due to his own honour, no less than to the interests of justice and to the wishes of the British Government.

32. The details, as to time and mode of payment, we must leave to your discretion to arrange.

33. In regard to the basis on which the claim should be adjusted, we are of opinion that the present claimants are entitled to the same terms as those which were accorded by Asoph-ul-Dowlah to the European creditors in 1796, and for which Munseram, their agent, at the time contended, together with such additional compensation in consideration of the lapse of time which has since intervened, and for which they certainly are not responsible, as may appear to you fair and equitable.

India Board, December 15th 1832.

The Commissioners for the Affairs of India direct that a letter be despatched by the Court of Directors in the usual form, according to the tenour of the foregoing Draft

(Signed) H. S. ALVES,
Acting Assistant Secretary.

No. 8.

LETTER from the SECRETARY of the East-India Company to the SECRETARY of the India Board.

East-India House, 1st March 1833.

No. 8.
Letter to
the Secretary of
the Board,
1 March 1833.

SIR :

I am commanded by the Court of Directors to state, that they have received with the deepest concern the mandate of the Board of Commissioners contained in your letter dated the 15th December last, to transmit to India a despatch, according to the tenour of orders and instructions prepared by the Board, relative to pecuniary claims of certain shroffs of Lucknow on the King of Oude.

Upon the receipt of the letter of the late Mr. Villiers, dated the 14th May last, calling upon the Court to prepare such a despatch, a representation was drawn up by the Chairman and Deputy Chairman of the reasons which appeared to them to be conclusive against the interference proposed by the Board between the King of Oude and his alleged creditors. This, however, they postponed submitting to the Court, partly from unwillingness to enter upon this case till that of the claims of certain subjects of the British Government against subjects of the Nizam's Government was disposed of, and partly from the

the expectation they entertained, that an answer would be communicated by the Board to the general remonstrance against this species of interference, which was made by the Court on the 9th of May last.

In the first place, the Court desire me to represent, that the question as to the policy, as well as the right, of the British Government, to exert its authority with the Sovereign of Oude, for satisfaction of the claims referred to, was long ago accurately considered, deliberately decided, and solemnly and finally closed; and that they are filled with apprehension of the consequences of establishing a precedent, by which every decision of the Government, against which individuals may conceive that they are entitled to reclaim, becomes unsettled, and by which the investigation and decision of the same subject may be called for from the same authority again and again, interminably. Even in matters of ordinary litigation it is a maxim, that a decree by the highest tribunal should be final.* much more, assuredly, is this required, in the great concerns upon which it is the peculiar business of the Government to decide.

The Court most respectfully, but with the utmost earnestness and solicitude, request the attention of the Board to the following facts, to which, as they have been the subject of detailed statement on former occasions, they think it sufficient briefly to advert.

In 1786 it was resolved by the Governor-General in Council,† “that positive instructions should be conveyed to the agent at Lucknow, that he should not in future solicit the Vizier or his Minister for the payment of private debts.”

The Home Authorities not only approved this resolution, but further said, “We approve of your having declined calling for a list of the private debts of the Nabob to British subjects, lest the same might be construed into an implied intention of giving assistance to recover them.”‡

The Governor-General, Lord Cornwallis, deemed the subject of so much importance, that he recorded his sentiments, with the reasons of them at length, in a Minute, in April 1787, and in the letter which he addressed, with much solemnity, to the Vizier, dated 15th April 1787, he said, “It is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency’s government,” and afterwards particularly mentioned interference for claims of any description from any British subject or “person under the authority of this Government.”§

It was the opinion of Lord Cornwallis, that between the entire and perfect abstinence from interference with the Vizier, and “the total annihilation of his influence and authority, there was no advisable medium;”|| and his conduct was in strict conformity with this opinion.

In 1790 an application of Captain Edwards was refused by the Bengal Government, considering that, even for a debt which it believed to be just, “it would be indelicate and unjustifiable to use the least interference.”¶

On a similar application from the heirs of Major Darrel, the Bengal Government declared that, as the claim “came under the description of a private debt, it would be no less improper with regard to the Vizier, than derogatory to the dignity of this Government, to take any concern in soliciting the payment of it:”** of which decision the Court and the Board approved.†† And upon a subsequent solicitation to the same effect, they addressed the Bengal Government in the following words:—“The principle of not interfering in the claims of the Nabob’s private creditors has been already recognized and inculcated by us in our letter to your Government from the Military department of the 4th August 1791, and however the expectation of individuals

“may

* *Interest Reipublicæ ut sit finis litium.*

† Lord Cornwallis.

‡ Public Letter to Bengal, 31st July 1787, par. 174

§ This letter, with the Vizier’s reply, has so much the character of a compact or treaty, that it is inserted under that name, in the collection of Treaties printed by the Company in 1812, page 108.

|| Minute, *ut supra.*

¶ Military letter from Bengal, 5th November 1790, par. 9.

** Par. 11.

†† Military letter to Bengal, 4th August 1791, par. 3.

No 8.

Letter to
the Secretary of
the Board,
1 March 1833

No. 8
Letter to
the Secretary of
the Board,
1 March 1833.

"may be disappointed, we cannot see any justifiable reason to depart from the line of policy hitherto adopted."*

In 1814 the Committee of Correspondence, to whom had been referred by the Court a Memorial from the Lucknow Shroffs, and several letters of Mr. Prendergast, requesting that the Bengal Government might be directed to negotiate with the Vizier for the satisfaction of their claims, reported, that after mature deliberation, they were of opinion that it is not advisable, nor the practice of the Company, to recommend to the Bengal Government an interference with the Viziers of Oude in the manner requested;† in which opinion the Court concurring, resolved, "that the application of Mr. M. G. Prendergast for the subject of his Memorial on behalf of Mooneer Doss and Seetul Baboo to be referred to the Government of Bengal for the purpose of their negotiating thereon with the Vizier of Oude, be not complied with."

In 1816 the Bengal Government, upon receiving a Memorial from the parties abovenamed, praying the Government "to compel immediate payment from the Vizier" of sums which they specified, and upon receipt by the Marquis of Hastings (then Governor-General) of a private letter from Marquis Wellesley, which will be further noticed hereafter, telling the Government that it was its duty "to urge the demand upon the Nabob of Oude with all the force which the delicacy of such a question might admit," proceeded "to the extent of authorizing the Resident at the Nabob Vizier's court to be the channel of stating the claim, and the opinion of the British Government upon it, for the consideration of his Excellency the Vizier."

The Court deem it expedient to lay before the Board the whole of that part of their letter of 22th February 1819, which conveyed their sentiments on these proceedings.

"We have perused the Memorial here alluded to, and the documents to which you have referred, relative to your proceedings, in compliance with the solicitations of the petitioners, to induce the Vizier to pay them a sum of 11,58,700 rupees with interest, being the amount of loans made to the late Nabob Asoph-ood Dowlah.

"This Memorial, we observe, was presented to you by Messrs. Fergusson and Clerk; the agents of Mr. Prendergast, and they allude to a previous application to us by that gentleman, as the agent of the petitioners here: but they have not fully stated the nature of that application, or of our determination upon it, which we will therefore here explain.

"Towards the close of the year 1813, Mr. Prendergast preferred to the Court of Directors his request that they would be pleased to record upon their proceedings a strong opinion in favour of the justice of the claims of the memorialists, and that they would direct the Bengal Government to negotiate with the Vizier for the final discharge of their demands. The Court, however, in the early part of the year 1814, being of opinion that it was not advisable nor agreeable to the practice of the Company to recommend an interference with the Vizier under such circumstances, declined to comply with Mr. Prendergast's application.

"We find that this matter has been brought before you, supported by a recommendation of the Marquis Wellesley in a letter to the Governor-General, in which he attributes to the variety of his occupations while at the head of the Government, that the business had not then been brought forward. This letter, we think, ought not to have been made matter of record.

"The instructions which you issued to Mr Strachey to 'take some opportunity for stating the demand, as one which it would be creditable to the justice and honour of his Excellency to liquidate,' appear to have been acted upon by the Resident in a manner directly at variance both with the letter and spirit of your orders. You very properly cautioned him 'against urging the claim as one which the British Government formally supports:' yet, in his second letter to the Vizier, he reminds his Excellency 'that the justness of the claim is entirely admitted by the British Government, who, with its usual solicitude for your Excellency's honour and credit, and the splendour

* Political letter to Bengal, 17th September 1817, par. 25.

† 14th March 1814.

and prosperity of your Government, cannot but grant its support to its own subjects, in directing your Excellency's attention to this call on your justice. We think this departure from the tenour of his instructions on the part of an officer of your Government ought not to have passed without censure.

You are aware of our decided opinion upon the subject, of interference with the Native Princes in matters of this kind, but, had we no such general opinion, we should feel ourselves precluded from all right of authoritative interference with the Vizier of Oude, by the existing state, of relations between the two Governments. We are so much aware of the difficulty of divesting a friendly communication to a weaker power of the character of authority, and are so apprehensive that the consequence of pressing upon the Vizier the consideration of these claims might bring upon him others from various quarters, that we direct you to rest contented with the attempt you have already made, and to abstain from any similar proceedings hereafter, at the instance either of these or any other claimants.

On the attempt, in 1822, to make the Company responsible for the debt alleged to be due by the Vizier, it is not to the present purpose to remark, further than to state, that it furnished occasion to a very minute and laborious investigation, by the Committee of Correspondence, of the whole circumstances of the case, and that, at the end of a long induction of particular decisions on the applications of Mr. Prendergast and others for interference with the Vizier, they reported as follows:

With reference to all these circumstances, the Committee of Correspondence submit their opinion, that the Court could not have complied with the former petitions of Mr. Prendergast on behalf of his constituents, without departing from those established and sound principles of policy, by which the Company's Government has been guided in its relations with the Nabob Vizier, without retracting assurances implicitly relied on by the Prince to whom they were given, without again imposing upon a friend and ally an obligation from which he had been deliberately relieved, and without shewing to the parties in question a degree of favor which the Court had refused to other parties possessing similar claims." And of this Report the Court of Directors unanimously approved.

After such a series of decisions in favour of a particular line of policy, it would require a strong conviction of its unsoundness and tendency to produce evil consequences, to justify the Court, in their own opinion, in consenting to depart from it: but, on the contrary, when they entirely concur in the reasons which induced former Courts, and Boards of Commissioners, to come to the decisions, so deliberately formed, and repeatedly announced, and regard them as establishing, not only on grounds of justice and policy, but also the faith of treaties, the practical conclusions which were founded on them, they consider themselves as under a solemn obligation not to be the willing instruments of subverting a policy which they entirely approve, and in which they deem it of the highest importance that the British Government in India should persevere.

As the anxiety, however, of the Court respecting the decision of the Board on this subject, makes them fearful of omitting anything which seems to them calculated to aid in removing the impression which they deprecate, and as the draft of the dispatch prepared by the Board contains a statement of reasons in justification of the measure which the Board would prescribe, the Court deem it incumbent upon them to make known to the Board the reflections which that statement has suggested. They regret that, in presenting these conclusions, with the fulness which the occasion seems to require, so much is necessary to be written; but they trust the Board will ascribe this effect to its true and only cause, the importance which they attach to the question.

In the Draft as prepared by the Board it is said, "As a general principle, we have no hesitation in expressing it as our decided opinion, that the British Government is not bound to interfere, and ought to be extremely cautious of interfering in the recovery of loans from Native States, unless such loans were contracted with its previous knowledge, and* unless the

No. 8.
Letter to
the Secretary of
the Board,
1 March 1833

No. 8.
 Letter to
 the Secretary of
 the Board,
 1 March 1893.

"guarantee of the British Resident was given in writing upon the face of the Bond, or" signified by the Resident in a dispatch written at the time to his own Government, and approved as well by that Government as by the Native Sovereign contracting the loan."

Though it is the decided opinion of the Court that such guarantees as are above alluded to, of loans to Native Princes or other parties by any lenders whatsoever, should be altogether abstained from by the British Government, and indeed interdicted, they nevertheless have great satisfaction in seeing the principle of non-interference so broadly and guardedly laid down as it is by the Board in the above paragraph. But, in the same high degree in which they estimate the importance of such a rule, must they be solicitous that, along with the promulgation of the rule, a precedent should not immediately be set, by which, if acted upon, the rule would be utterly subverted, and the precedent become the rule in its stead; a rule directly opposite to the former, both in its purport and effects.

The principle, as laid down by the Board, recognizes two conditions: 1st, that the British Government should have been a party, consenting at least to the original transaction: 2nd, that it should have given its guarantee for the payment: under which conditions alone, any interference should be attempted by the British Government for the enforcement of claims of debt on Native Princes.

Neither of these conditions applies to the case of the Lucknow Bankers. This is not alleged; and it is so clear a point, that the Court do not think it necessary to enforce it by argument.

The subsequent paragraph of the Board's Draft, however, says: "We state the principle thus broadly and decidedly, to the end that the orders we are about to transmit to you on the subject of the present claim may not be liable to misinterpretation in the important particular, that where money has been advanced to a Native State without a sanction of the nature above described" (original consent or express guarantee), "we will in no case, except under very peculiar circumstances, interfere in view to its recovery."

It is obvious, therefore, that the justification of the interference now proposed is, and indeed must be, placed on the plea of "very peculiar circumstances." With respect to this plea, the Court do not deny that very peculiar circumstances may create a case of exception to the most important rules; but, in proportion to the importance of the rule, it is incumbent on those who would make the exception, rigidly to investigate the circumstances which are said to be peculiar, and not only to prove that they are peculiar, but that the peculiarity constitutes a case of sufficient importance to demand a departure from an established and important line of action.

With this view, the court have carefully considered the circumstances which are adduced by the Board as forming a peculiarity of that cogent nature in the present case; and, as they have been conscientiously led to a conclusion directly the reverse of that of the Board, it is their wish, as it is their duty, to point out the grounds of their conviction as fully as the nature of the case appears to require.

In the Board's enumeration of circumstances, the first which appears is this: "that both Lord Cornwallis and his successor, the present Lord Teignmouth, had repeatedly urged the late Vizier, Asoph-ood-Dowlah, to put in a train of liquidation the large debt which he had contracted." The "large debt" here means *all* the debts of the Vizier. This implies, therefore, the reverse of anything peculiar as to the debt of the present claimants. All the other debts of the Nabob were equally included, and what was done, instead of being peculiar to any, was common to them all.

It is next said, "That, at his Excellency's particular desire, the Governor-General in Council authorized Mr. Cherry, then the Resident at Lucknow, to assist him in ascertaining his true and just debts, with a view to their being

* Qv. and? otherwise the passage will import that the Resident's guarantee, if appearing on the face of the bond, should be binding on the Government, whether it had been made acquainted with and sanctioned it, or not.

“ being put into a train of payment. Mr. Cherry accordingly entered into a laborious investigation of the debts of that Prince, and in a letter dated the 14th April 1796, transmitted to the Governor-General a list of such of them as he considered to be just. In that list are to be found the names of the “ Calcutta Bankers.” Here, in like manner, there is not only not any thing peculiar, but there is a direct statement to the contrary. This circumstance, therefore, is altogether unavailing to the object of the Board, that of making out a case of peculiarity for the interference of the British Government.

No. 8.
Letter to
the Secretary of
the Board,
1 March 1833.

There are, however, in this statement, some things which deserve observation. The Vizier expressed a particular desire that the aid of the British Resident might be lent to him, in order to make a discrimination between claims which might be, and those which could not be true. This was, therefore, no interference of the British Government; it was substantially the act of the Vizier himself.

It is also stated, that Mr. Cherry, after a laborious investigation, presented a list of such debts as he considered to be just. It is necessary here to consider the state of the facts. It could not be, that Mr. Cherry had made an investigation of the particulars of each claim, such as is made in a court of justice, and such as is indispensably necessary to enable a judge to determine with accuracy, not merely that something is due, but how much is due. The time Mr. Cherry employed in the investigation was altogether disproportionate to such a performance. We know well, by the experience of the Carnatic and Tanjore Commissioners in India, how much time is required to go into the detail of such debts, and to ascertain how much ought in justice to be paid, and how much not. All that it was possible for him to do, obviously, was, to separate the class of claims which appeared to be altogether groundless and fictitious, from those which had more or less in them of what was real. If, upon this ground, any such inference is raised, as that all the claims included in Mr. Cherry's list* ought to be paid in full, we know well, from the experience of the same Commissions, how erroneous such an inference would be, and what injustice would have been imposed on the Vizier, if any coercion had been applied to him on that principle. Of claims of precisely the same description upon the Nabob of the Carnatic, not more than nine per cent, has been found justly entitled to payment.

If any stress is laid upon the circumstance, that the claims of the Dosses rest on the evidence of bonds, it is only necessary to remember, in order to show the futility of that circumstance, how many of the claims on the two Carnatic Princes rested on the same foundation, but have not been, on that account, spared either from scrutiny or retrenchment; and whoever is acquainted with the mode in which bonds are habitually manufactured in India, that for a small sum received the needy Prince grants a bond for a large one, and that at the end of every six or twelve, sometimes four months, the bond is renewed, with the addition of interest at two per cent or more per month, will not question the propriety of the course which has been prescribed to the Commissioners, or can possibly doubt the necessity there would be of a similar scrutiny of the bonds† of the Dosses, preliminary to any proceedings on the part of the British Government to enforce the payment of them.

The next circumstance adduced in the Draft of the Board is the arrangement which was made with the two classes of creditors, the European, and Native, immediately after the proceeding of Mr. Cherry. The Draft says, “ that owing probably to the removal of Mr. Cherry, no arrangement was made for paying off the debts included in his list.” But why should not that arrangement, which was completed in five months after the date of Mr. Cherry's list, be considered

* Mr. Cherry, in reality, never made a list. He transmitted to the Governor General the list given to him by Rajah Tickat Roy of the debts standing in the Oude Government accounts, and afterwards a list of the debts as claimed by the creditors. The following instance of the difference between the two statements sufficiently shows the necessity of investigation previous to payment.

Debt of Doorka Doss.

According to the accounts of Government Ra. 2,23,128	According to his own accounts . . . Ra. 9,25,056
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† That these were renewed bonds is proved by their dates in 1794, 1795, and 1796; for the debts were incurred before Lord Cornwallis left India. At how much earlier a date, with how many previous renewals, or at what interest, there is nothing to show.

No. 8.
 Letter to
 the Secretary of
 the Board.
 1 March 1835.

considered the very arrangement to which the proceeding of Mr. Cherry was intended to lead? By that arrangement a composition was accepted, instead of payment in full, by both classes of creditors, with a single exception in each class, the Dosses being the exception in the Native class. The terms of the composition were more favourable to the European than to the Native creditors, and this was the ground of the exception of the Dosses. They were willing to accept a composition, but not a less favourable one than was offered to the European creditors. This practice of compounding with their creditors, common with the Native Princes in India, deserves some reflection. On the supposition that a great part of the claims against them are artificial, and do not represent correctly the value they received, with a reasonable interest, this is only a rude and summary mode, congenial with the mental habits of the people, of sweeping off the undue and extortionate part of the several claims; and the acceptance by so many of the creditors of the composition offered them may be, without any straining, regarded as presumptive evidence that, upon the whole, substantial justice was done to them. Upon the contrary supposition, that all the creditors who accepted the composition were defrauded, every one of those creditors deserved as much the interference of the British Government as the Dosses. If it be said that they received something, the Dosses nothing, it is to be asked, how that affects the principle? Justice or injustice is not measured by the sum. Besides, the act was that of the Dosses themselves, and surely constituted no case of peculiarity requiring the interference of the British Government. There was one part of their demand which the body of creditors did not receive: the Dosses, as to that part, stood in the same predicament. Another part the body of creditors did receive, the Dosses not, only because they refused to receive it. Whatever loss they sustained by this refusal is chargeable only on themselves. But men must be left to bear the consequences of their own acts. It would be a monstrous rule, that Government should employ extraordinary and dangerous expedients for repairing those consequences.

Among the other things which the Court conceive themselves bound to notice in the Draft of the Board is, the statement that, in the early stage of the negotiation with the European creditors for the composition which they accepted, Mr. Lumsden (the Resident) took "a part." The Court are altogether at a loss to understand the object of this statement. It cannot be for establishing (what alone it would be for the purpose of the Board to establish) that the case of the Dosses is a peculiar case; for nothing of what was done by Mr. Lumsden related to it. As little does it prove any thing as to the justice of their claim. If it be intended to suggest the idea, that the British Resident, in this case, had violated the order under which he acted, of non-interference, the Court are happy, on looking into the circumstances, to find, that he was guilty of no such dereliction of his duty. In the very letter of the Resident, quoted for the fact in the Draft of the Board, the words are these:—"His Excellency, in the first instance, sent for General Martin and Mr. Johnstone, two of the principal creditors, who attended his summons; but as they did not come into the terms which were offered them, he afterwards made a proposition in writing, through me, to all the European creditors."* And this was the whole of "the part" taken by Mr. Lumsden in the negotiation: he was the channel of communication on the part of the Vizier, and at his desire, of a proposition in writing to the European creditors; an act to which it is surely needless to say, the term interference can by no means be applied. He was once more the channel of communicating, in the same way, a modification of that proposition; and with this his intervention terminated: for the Resident goes on to say, "it happened that all the creditors were at Lucknow, either in person or by their representatives, and after the discussion of the first and second days they negotiated the business directly with the Vizier's servants, without any intervention on my part."†

It is stated in the Board's Draft, and seems to be considered a matter of importance, that "both Mr. Lumsden and Sir John Shore expressed regret at the unequitable distinction which Asoph-ud-Dowlah had made between his European and Native creditors." The value of this expression of regret, as evidence

* 28th September 1796, 11-213.

† *Ibid.*

evidence in the case, deserves to be carefully weighed, and should be looked at in its true light.

They could use it only in consequence of their supposing that the European creditors did not receive more than their due, and that the claims of the Native creditors rested on the same grounds with those of the Europeans.

If the European creditors had received more than they ought to have received, there was no room for just regret that the Native creditors received less; there was rather cause for satisfaction, that a second act of extortion on the Vizier had not been perpetrated.

Also, if the claims of the Native creditors rested on a foundation in any respect different from that of the European creditors, there was no room for drawing a parallel between them, and the Native creditors, though they got less than the European, in proportion to their demands, might have got as much, or more, in proportion to their due.

Now it is a question which not only may fairly be asked, but which it is indispensable to ask, how the Resident and Governor General could have knowledge of either of these facts; either that the Europeans had not received a payment far beyond an equivalent for the loans they had made to the Vizier, or that the demands of the Native creditors did not bear a still more extravagant disproportion to the sums they had advanced? They had performed no investigation into the claims; they had not entertained a thought of tracing them to their source, and ascertaining with accuracy the circumstances in which they had originated, though they were not ignorant of the rapid process by which they had been swelled.

It is very clear that, in these circumstances, a casual expression, either of the Resident or Governor General, indicating an opinion upon a subject with which they were unacquainted, cannot be rested upon as evidence of any value at all.

It is to be observed, and, for the elucidation of this point, is an observation of great importance, that such pecuniary transactions with Native Princes were not then so well understood, nor regarded with the same suspicion and disapprobation, as they are now. Mr. Johnstone, who was one of the Vizier's principal European creditors, and whose debt amounted to upwards of seven lacs of rupees, was First Assistant of the Resident, and still allowed to retain his situation. The scrutiny of the Commissioners into the debts of the Carnatic Princes had not yet let in the light which we have now the benefit of, on the mode in which the debts of the Native Princes originated, and how small the proportion which the sums they actually receive bears to the sums demanded of them. It is not unlikely that the Governor General and Resident, on this occasion, did really believe that no part of the debts was nominal, that the claims were all honestly made up of the principal actually lent and the stipulated interest, though it is now well known that, without enquiry and proof, such a belief was dangerous and unwarranted.

They were acquainted, however, with the exorbitant rate of interest by which the claims had been swelled, and the reckless manner in which the incumbrances had been incurred. The letter of the Resident to the Governor General, dated 1st September 1795,* had stated as follows:—"The ruinous system of borrowing appears more and more daily to have been the cause of the general decline of this Government. The debt has increased annually, by uniting principal and interest at thirty-six per cent. into new bonds, to which have been added new loans at twelve months, and some at shorter periods, bills bearing discount tendered in place of ready money for *tuncahs* on the Aumils, who again charge interest on the state for anticipation on their kists, while the actual appropriation of the revenues has been involved in the mysterious intricacies of false intercourse with the Aumil's *tuncahs*, debts, and separate allowances, for purposes as confused as the general system of government has been."

In taking account of claims originating in such extraordinary circumstances, with a view to their liquidation, how would rational men proceed? They would

No. 8.
Letter to
the Secretary of
the Board
1 March 1838

* 11-85.

No. 8.
Letter to
the Secretary of
the Board,
1 March 1833.

would take the course which has been prescribed to the Commissioners on the affairs of the Carnatic Princes; they would subject each claim individually to a rigid scrutiny; they would ascertain the amount of the principal actually lent; they would add to that a reasonable interest; and of so much, and no more, would they award the liquidation.

This scrutiny did not suit the temper nor capacity of the Vizier: he took the easier method of telling his creditors that he would give them so much in satisfaction of their claims, and that with this they ought to be contented.

It is necessary now to see what he did pay, and to go as far as we can in determining how near it approached to a reasonable payment.

The proposition which was first made to the European creditors, and transmitted through the hands of the Resident, was very nearly the same with that which had been already offered to the Native creditors and accepted. It was, that instead of thirty-six per cent. per annum compound interest, they should only be paid at half that rate of interest, or eighteen per cent. per annum compound interest, and that the difference should be struck off the bonds.*

Nobody will deny that this was still very high interest; and this it had been settled should be paid to the Native creditors.

There was another condition, however, which lessened the benefit. The Native creditors were to be paid by instalments in six years, the European in five; and in the mean time no interest was to run in favour of either class.

These terms the Native creditors, with the exception of the Dosses, had previously accepted. They were, however, rejected by the European class; and after negotiation, the Europeans succeeded in obtaining payment in full at the rate of thirty-six per cent. per annum compound interest, and that immediate, they foregoing only the interest due since the last date of the bonds. And this extortion is what the Governor General and the Resident express their regret, that the Native creditors also were not enabled to force upon the Vizier.

It thus appears, that the payment which the Native creditors were to receive, and which was rejected by the Dosses, was payment at the rate of eighteen per cent. per annum compound interest, subject to the condition of receiving this payment by one-sixth every year, without any accruing interest upon the sums deferred. Now, when two things are considered; first, the comparative smallness of the advance, in which it is most probable that each of the demands originated; and, secondly, that engagements with the Native Princes at such rates of interest are never *bond fide*, nor is the exact fulfilment of them, except by accident, contemplated by either party; it cannot be pretended, that this rate of payment to the Native creditors was an arrangement, to which the name of injustice can with any semblance of reason be attached: and the Court have no doubt, if the question were put to the Board, they would immediately answer, that they would think it unjust to interpose the authority of the British Government for extorting from the King of Oude more favourable terms of payment in behalf of any creditors.

Another consideration here occurs, which, in the practical view of the question, is of very great importance. Asoph-ud-Dowlah died within a few months after this agreement with his Native creditors, and there is nothing to shew that, in consequence of it, any thing was ever paid to them. At all events, if one of the six instalments was paid, there was nothing more. The short and uncertain possession of power by the spurious Vizier Ali did not afford him the means; and Saadut Ali refused to be responsible for his predecessor's debts. It thus appears, that the Dosses actually are in a condition little worse, if at all, than the rest of the Native creditors, who, if they have received any thing, have received no more than a sixth of their reduced demand; and it follows clearly and indubitably that, if the Dosses have any ground to claim the interference of the British Government, every one of the Native creditors included in that arrangement has equal ground; nor can the British Government, without the most glaring inconsistency and partiality, grant its interference in behalf of one, and refuse it to any other.

The

* Letter of the Resident to the Governor General, 29th September 1796.

The next circumstance which is adduced in the Draft of the Board is, the insertion in the Preliminary Treaty with Saadut Ali of an article relative to the payment of the "just debts of his late brother," and the omission of any such stipulation in the Definitive Treaty.

The debts to which the article in question referred were, no doubt, the debts of the Native class of creditors with whom the arrangement above described had been entered into by Asoph-ud-Dowlah, but upon which arrangement nothing, or at any rate, a fraction only of the debt, had been paid.

This circumstance, however, whatever be its import, has no exclusive bearing upon the claim of the Dosses, and does not in the least degree aid the Board in making out that case of peculiarity, which, by their own doctrine, it is incumbent upon them to establish, in order to lay a ground for enforcing payment of their claim, after a lapse of more than thirty years, from the King of Oude, by the authoritative interference of the British Government.

Between the conclusion of the Preliminary Treaty, however, and the arrangement of the Definitive Treaty, new considerations had suggested themselves to the British Government; and they saw adequate reasons, as it appeared to them, for withholding any such article. "The stipulation," they say, "would involve us in the necessity of inquiring into the justice of all claims, and constitute the Company, in some measure, a guarantee for procuring the liquidation of them, which would be attended with very serious embarrassment."

The language here employed, as to "the necessity of inquiring into the justice of all claims," is indicative of a juster sense of what is essential to the equitable adjustment of debts; namely, a rigid scrutiny into the circumstances; than the language of the Governor-General, and the Resident, manifested before, when they appeared to be contented with a very summary cognizance of demands.

It would have been necessary for the British Government, in consequence of such a stipulation, to have constituted itself a tribunal of justice between the Sovereign of Oude and his creditors. It would have been equally necessary for it to take the execution of its judgments into its own hands, otherwise it must have submitted to the degradation of permitting articles, in its own treaty, inserted by its authority, to remain unexecuted.

The Court are of opinion, that these were reasons far more than sufficient to determine the Government to the course which it adopted; and to obtain for its determination the sanction and approbation of its superiors in England, including authorities of all descriptions, from that to the present time.

The Board's Draft, however, would now make the Court say: "We cannot admit the validity of this reasoning, which, if valid, ought most assuredly to have deterred the Governor-General from agitating the subject at all. In the particular case so many steps had already been taken, as to make it very questionable whether it was still open to the British Government to recede; on the ground of the general obligations which Sir John Shore urges."

What "this reasoning" should have deterred the Governor-General from is sufficiently obvious. It should have deterred him from proposing such an article in the Preliminary Treaty; but it had no tendency to deter him from doing, what so many of his predecessors had done (if that also is meant to be included in the phrase "agitating the subject at all"), namely, giving his advice to the Vizier, in strong and urgent terms, upon all the faults of his administration, his mode of contracting debts, and deferring the payment of them, as well as the rest; or from allowing the Resident, at the Vizier's request, to aid him in looking into his incumbrances, and to be the channel, as in the case of Mr. Lumsden, of a communication to one class of his creditors; and still less could there be any reason why, if the Governor-General had taken a wrong step in one stage of an important transaction, he should not retract it in another. The contrary would surely be a most monstrous doctrine.

The latter sentence in the Board's paragraph requires special remark: "In the particular case so many steps had been taken." Particular case, here, must mean the case of all the creditors; for nothing had been done as to the Dosses but in common with the rest. The reasoning of the Board, therefore,

No. 8.

Letter to
the Secretary of
the Board
1 March 1833.

goes

No. 8.
 Letter to
 the Secretary of
 the Board.
 1, March 1838.

goes to shew, that the British Government is bound to procure payment for every one of the creditors. Are they prepared to act upon that doctrine? If not, they recede from, and abandon, their own ground.

"So many steps had been taken." These steps, as enumerated by the Board, are, 1st. the insertion of the article in the Preliminary Treaty; 2d. the list of debts transmitted by Mr. Cherry; and these two acts are set down by the Board as laying upon the British Government the obligation of seeing that the debts of the Sovereign of Oude should all be justly discharged.

To the Court it does not appear that they constitute any obligation. The article in the Preliminary Treaty was indicative of a desire, on the part of the British Government, that justice should be done to the Oude creditors; and nothing more. But a wish that justice should be done to any man, or class of men, gives no right to any one to demand a particular exertion for that effect.

The act of Mr. Cherry was not indicative even of so much. Being performed expressly in compliance with the desire of the Vizier, it was essentially indicative of nothing but a willingness to oblige the Vizier.

It was, indeed, well known, that the British rulers had tendered their advice, and been urgent in their entreaties, to the Ruler of Oude, to arrange honourably with his creditors. But in all their expostulations, the ground which they took was that of concern, not for the interest of the creditors, but of the Vizier himself. It was not because it would be good for the creditors to receive their money that they urged payment of them upon the Vizier, but that it was of the highest importance for the Vizier to free himself and his administration from the embarrassments and disorders which his pecuniary difficulties created.

The Draft of the Board endeavours to connect the two facts, the article in the Preliminary Treaty and the list of Mr. Cherry, with the obligation they would thence lay upon the British Government, by saying that they must have created expectations in the creditors that the British Government would force the Sovereign of Oude to pay them.

In the first place, the Court not only doubt, but are very much disposed to disbelieve, that any such expectations ever existed. But another thing they are perfectly sure of, that if they did exist, they were utterly groundless; and though the Court consider expectations legitimately raised as matters of importance, no man in the world conceives that unreasonable expectations deserve any regard.

The creditors, if they knew what had passed between the British and the Oude Governments on the subject of the debts of the latter, knew two things: first, that the reason of the British Government's concerning itself in the matter was declared to be its desire to improve the administration of Oude, in which the relations of the two States gave the British Government a deep interest; secondly, the constant and strong declaration of the British Government, that it had no right to urge the claims of any creditor upon the Sovereign of Oude, and its firm determination to abstain from doing so.

If, in these circumstances, the creditors, because the British Government had once had a thought, but afterwards abandoned the thought, of getting the Sovereign of Oude to undertake in a treaty to pay the debts of his predecessor (which, however, implies that independently of the treaty the British Government had no right to interfere), and because Mr. Cherry, at the request of the Vizier, aided him in making out a list of the demands upon him, fostered in themselves expectations that the British Government would do what it had no right to do, and what it was contrary to its policy to do, such expectations were only delusions.

In the Board's Draft a passage is inserted from the letter of Colonel Scott the Resident in 1801 (the letter in which he states the declaration of Saadut Ali, that the adjustment of the debts of the State of Oude was the affair of that State, and ought to be exempt from the intermeddling of the British Government), in the following words: "Your Lordship's sense of the obligation which His Excellency (the Vizier) owes to justice and common honesty, to make some arrangement for the liquidation of these debts, is so strongly manifested by the proposition, under certain conditions (the entire transfer
 " of

" of the Viziers' territories to the British Government), of taking the burthen upon the Company, that his Excellency looks with certainty to the demand being at a future period pressed upon him by the influence and authority of the British Government."

This passage is somewhat obscurely worded. The contingency, however, which is referred to, is that surrender, which had been under negotiation, of the entire Sovereignty of Oude to the British Government. Of course, in the event of such a surrender, the British Government would have succeeded to all the legitimate obligations, without exception, of the Oude State, and would have paid such of its debts as came under that description: not, however, without such a scrutiny, and such retrenchments, as have taken place in the case of the debts of the Carnatic and Tanjore States, when it succeeded to all their obligations in consequence of the surrender of all their territory. But what connection there is between such a responsibility, in such a case, and any responsibility, in another case, which is not only not the same, but in every essential circumstance directly the reverse, the Board have given no explanation to enable the Court to discern. And equally unable are they to trace even the smallest connection between the premises and the inference of Colonel Scott, that because the Governor-General had a sense of the Viziers' being under obligation to justice and honesty, and because there would have been an obligation on the British Government to discharge the debts of the Oude State if the government of that State had been transferred to it, therefore the Vizier looked with certainty to his being compelled by the British Government to pay them, though the most explicit declarations had been made and repeated by the British Government, that it never would be the instrument of such an interference.

It is stated in the Draft of the Board, that the Marquis Wellesley refused to affix his seal and signature to certain articles transmitted by the Vizier, during the discussion of the treaty under negotiation in 1801, of some of which articles the object appeared to him to be, "under the shelter of the British name, to cancel all the public debts of the State of Oude." This refusal was highly proper in his Lordship, and his obvious and indispensable duty. But the Court expressly deny, that there is any connection between that act and an obligation on the British Government to use its irresistible means to make the Government of Oude pay those debts, and still less one single debt, extracted, by particular favour, out of the entire number.

The next circumstance adduced in the Draft of the Board is a "trust," expressed by the Secret Committee in their dispatch dated 19th November 1803, that the revenue belonging to the Vizier "would enable him to put his just debts in a course of progressive liquidation." After what has already been said, to shew the real nature of the anxiety so often expressed by the British Authorities on the matter of the Oude debts, it would be unnecessary to add any thing here, if the Court were not anxious to leave nothing unnoticed on which the Board have rested their case, though, as appears to the Court, it has no power or tendency to support it. The Court did wish, and the Supreme Government wished, that the Sovereign of Oude would free himself on honourable terms from the embarrassment of his debts, and they have often told him how much it concerned his interest. But this is so far from implying a right, or intention, to interfere by coercive means in any individual case, or in all the cases, that it implies the very reverse. They would not have been contented with merely *advising*, if they had thought it their right, as well as their policy, to *order* payment.

The Board further deem it of importance to introduce the letter which the Marquis Wellesley, in 1814, addressed to the then Governor-General, communicating to him, for his own information, and that of his Government, that it was their bounden duty to extract from the Vizier of Oude the payment (not of his debts, which had been, and not unworthily, the subject of earnest advice by former Governments, but) of a single solitary debt, that of the constituents of Mr. Prendergast.

The Court revert to this transaction with reluctance; but so much weight is attached to it in the argument of the Board, that they cannot omit such observations as seem to them necessary to obviate the erroneous impression which the Board have derived from it.

No. 8.

Letter to
the Secretary of
the Board.

1 March 1833.

No. 8.
Letter to
the Secretary of
the Board.
1 March 1833.

It seems only necessary to point attention to the circumstances of the letter itself, to prove to the Board that it cannot be considered to have that weight and authority in this question which is attached to it by the Board.

It was written by the Marquis, when he had ceased to be Governor-General, and to have any concern with the Government of India. It was not written on a matter of such importance as might have justified an irregular and uncalled-for offer of advice by a great man well acquainted with the springs of Government in India, but on a debt due to a private creditor by the Sovereign of Oude; one debt out of many, peculiarly distinguished by nothing but the refusal to accept a composition which had been accepted by others.

The letter of the Marquis says: "It will be sufficient for me to assure you, that after full consideration of the whole matter my decided opinion was, that the memorialists were entitled, in justice and equity, to the full amount of their claims."

The Court cannot understand by this "full consideration," that the Marquis had rigidly investigated the circumstances of the case, had explored the origin and progress of the debt, ascertained by evidence, sought for and obtained, what was the sum originally advanced to the Vizier, what proportion it bore to the sum now demanded, and whether in this demand no more than a reasonable compensation for the loan, or an unreasonable and extortionate compensation, was included? There is nothing in the circumstances but what goes to a contrary belief; the belief that all the Marquis knew of the case was, that the Dosses had bonds for such or such an amount, and that it had not yet been denied by the Vizier that his servants had granted the bonds.

What we know with certainty of the demand is this, and it is a matter doubtless of the highest importance, that the Dosses had refused payment of the principal lent, with interest at a rate which was still high, and that they demanded payment in full of interest according to the original terms.

With respect to the rate of interest a short explanation is required. The letter of the Resident, which describes the arrangement with the creditors, states expressly three per cent. per month as the rate of interest paid to all the creditors: nor is there mention of a lower rate in any case, in any part of the recorded correspondence. At the same time the writings which have been produced as acknowledgments of the debt (memorandums, not bonds, as they have been generally called) two per cent. per mensem is set down as the rate of interest in five out of the seven, two and a half in one, and three in another, which is for a small sum. Till these writings, however, have undergone examination, and have been proved to be what they pretend to be, they are no evidence, and nothing can be rested on their authority; while all the authentic documents we possess go to prove that the rate was three per cent. The fact therefore is, that we have evidence of the rate of three per cent. but no evidence of the lower rate. It is not the intention of the Court, however, to lay stress upon this circumstance, because the argument is not affected by it. Whether the rate of interest was the higher or the lower, they are both unfit to be enforced by the authority of the British Government. An interest which might not be extravagant, all things considered, when the parties were left to their own resources, would be manifestly extravagant in the highest degree, were a literal fulfilment of the terms to be exacted by the power of the British Government.

Payment at the rate of thirty-six, or say twenty-four per cent. per annum compound interest, the letter says, is the Marquis's "decided opinion the Dosses are entitled in justice and equity to receive;" nay, what is more, that "it was the duty of the Supreme Government to urge the demand on the Nabob of Oude with all the force which the delicacy of such a question might admit."

The doctrine of the Marquis, therefore, if carried to its full extent is, that justice and equity call upon the British Government to compel the head of the Oude State to pay at the rate of thirty-six per cent. per annum compound interest, or say (to avoid dispute) twenty-four per cent., every person to whom he or any of his predecessors may have been indiscreet enough to give bonds upon those exorbitant terms, without any enquiry into the circumstances in which those bonds originated.

It thus appears, that the letter of the Marquis, as respects the debt, is evidence of nothing. In regard to the other question, of interference, it testifies his opinion that interference ought to be employed. But on that question it is sufficient to say, that his opinion is opposed by other opinions of not inferior authority; not to insist farther on the paramount reason of the case.

No. 8
Letter to
the Secretary of
the Board,
1 March 1833.

What the Marquis Hastings did in consequence of this application, is also adduced by the Board as yielding support to their view of the question; and the Court think it necessary to explain with requisite fulness the light in which it appears to them.

The first thing which is said in the Draft of the Board on this topic is "that the receipt of Lord Wellesley's letter induced Lord Hastings to investigate the claim of the Calcutta Bankers." There is, however, nothing to shew that Lord Hastings made any investigation, but much to prove that, beyond a few unquestionable facts, namely, that the Dosses had bonds, and that the grant of bonds had not been denied by the Vizier, he neither knew nor had enquired.

In the Board's Draft it is added: "and the result of that investigation is stated by His Lordship in a Minute of the 1st January 1816, of which, although not entered on your proceedings, a copy has been furnished to us by Mr. Prendergast."

The Court are strongly, and not favourably, impressed with the circumstance of a Minute of the Governor General not recorded, and thence not communicated to the Court, but communicated to Mr. Prendergast. What evidence is there that such a document ever existed? There is no entry on the records to shew that such a Minute was communicated to the Council of Government. It is perfectly open to the Court to deny the authenticity of this most irregular document; but as the letter of instructions to the Resident is in accordance with the tenor of that paper, they are not inclined to dispute its origin, though they deem it highly objectionable to make use of it as a document of authority in a despatch to India, or as any ground on which to prescribe a measure of importance.

The Draft goes on: "From this Minute we learn that, in His Lordship's view of the case, it" (the claim of the Dosses) "stood distinguished from the rest of the claims in the following particulars."

The Court deem it indispensably necessary, reluctant as they are to occupy the time of the Board, to examine, in respect to this distinguishing property, these particulars, one by one.

"That these Bankers, though not European, were British subjects." The claim of the Dosses was not distinguished by any peculiarity in this respect. There were many claims, not of native only, but of *European* British subjects. Without questioning the right of the Dosses to be considered British subjects, there is no doubt that the transactions of the Vizier were, with an establishment in his own capital, subject to the laws of his State, and entitled to protection from no other. It is also undeniable that the British Government in all its branches has repeatedly refused, on grounds both of right and policy, to enforce the pecuniary claims of its subjects upon foreign rulers: and, in point of reason, it is indisputable, that a foreign Government has no right to force the payment of a common debt from the Sovereign of another State, in favour of one set of creditors more than another.

"That the debt which they claimed from Asoph-ud-Dowlah was admitted to be just, both as to the purity of origin and as to amount, by the Nawaub Vizier and by the British Government." This assertion goes far beyond the facts. Nothing was acknowledged on the part of the Vizier, but that bonds had been granted by his servants. Nothing beyond this fact was known, or enquired after, by the British Government, on which to found the opinion, that the claim of the Dosses was in all its parts a just claim. But independent of this, which is the true state of the facts, still there is nothing here which is peculiar in respect to the Dosses; for all the creditors in Mr. Cherry's list (how many more it is needless to enquire) were in the same predicament. Another observation is required with respect to the conduct of Asoph-ud-Dowlah.

No. 8.
Letter to
the Secretary of
the Board,
1 March 1839.

Dowlah. It is but just to take all the parts of it together. If his admitting the grant of bonds is one part, the retrenchment which he proposed to make when payment was about to take place, is another. It is not an unreasonable inference, with our knowledge of the frequency with which exorbitant claims of the kind in question are compromised in India, and of the expectation of such compromise with which, on both sides, contracts are entered into, that the terms offered by the Vizier, and accepted by the Native class of creditors, with only one exception, were not materially different from what the Vizier thought they ought to be. The inference is confirmed by the fact, that the Vizier thought fit to offer almost precisely the same terms to the European creditors, and that through the hands of the British Resident.

“That the liquidation of it” (the claim of the Dosses) “was recommended in the settlement of the Nawaub Vizier’s affairs.” This circumstance is altogether irrelevant: such general recommendations had been frequent, as has already in this paper been repeatedly brought to view.

“That the Bankers could not vitiate the quality of their demand by declining to accept a composition which they expected to have been brought forward for the purpose of exacting sacrifices from some of the creditors, while others were to receive prompt and full payment.” It is not alleged that the Dosses weakened their claims by refusing the compromise. The following part of the sentence, “which” (the composition) “they expected to have been brought forward for the purpose of exacting sacrifices from some of the creditors, while others were to receive prompt and full payment,” is a distortion of the facts, and is besides useless to prove the point of the Marquis Hastings, that there was in the claim of the Dosses any thing which recommended it peculiarly for the interference of Government. To propose a composition could be nothing else but to propose a sacrifice, that is, payment of less than was demanded; and it is at the same time true, that the European creditors received better terms: but that does not strengthen the claim of the Dosses. That other, and better terms, were extorted by the European creditors, in nothing concerns the arrangement with the Native creditors, which arrangement was effected before any proposition was made to the European creditors, to whom the proposition which was first offered differed but little from that which had been offered to, and accepted by, the Native creditors.

“That the Government did not consider them (the Bankers) as having forfeited a claim to its mediation by declining that composition, but, as would appear from Marquis Wellesley’s letter, did subsequently countenance their application.” They forfeited no claim by declining the composition. Any claim to the mediation of Government they never had. Government uniformly adhered to its principle of non-interference, and therefore never “countenanced their application,” if that means interfering.

“That there was a fair implication of equitable reliance on the good offices of Government, inasmuch as the money borrowed from the Bankers was known to have been taken up for the purpose of discharging the arrears due to the Honourable Company, a circumstance which, though it afforded no legal tie, appealed directly to one’s feelings, whether the Bankers must not have been influenced by an ulterior confidence in the protection of Government with regard to a loan whence Government was to draw a material convenience, and which was therefore agreeable to it.” The non-existence of the alleged fact from which this string of consequences is drawn, was fully demonstrated in the Report to the Court of the Committee of Correspondence under date the 19th June 1822, and printed by an order of the House of Commons under date the 22d of the same month.* And besides this, the incor-

* The writings called bonds are themselves evidence against the allegation. One of them, an obligation for 3,55,000 rupees, states that the money was borrowed for the expenses of the quad-rupeds of “the exalted Circar.” Another sum of 3,12,000 rupees in Mr. Cherry’s list as due to Monohur Doss, corresponding in amount with the sum of two of the other bonds, stands in the column headed Doab or Cattle Establishment. The fact that both of these sums, amounting to nearly 7,00,000 rupees out of 11,58,000, the total demand, were a debt for the Cattle Department; and the fact that in the rest of the writings or bonds the loans are stated to have been for the use of the Vizier’s Government, are incompatible with the assertion, that “the money borrowed from the Bankers was known to have been taken up for the purpose of discharging the arrears due to the Company.”

incorrectness of the reasoning is obvious. During the whole of the period in which the Vizier had been making payments to the Company, he had been borrowing. There was not one of those lenders who might not, with equal propriety, have affirmed that their money was borrowed to enable the Vizier to make his payments to the Company. The supply drawn by the Vizier from his various resources constituted one general fund, from which he provided for his various necessities; and it is absurd to say that his payments to the Company were drawn from one source more than another. If the Nabob squandered his legitimate revenue, and was obliged to supply its deficiency by borrowing, how does that concern his payments to the Company more than any other disbursement which he had to make?

"That this implication was much strengthened when one adverted to the extent and notoriety of intercourse between Government and Asoph-ud-Dowlah in pecuniary concerns." Because Asoph-ud-Dowlah paid a large subsidy to the Company, therefore the Dosses were the better entitled to the use of the power of the British Government to extort from him payment in full of their demand! What connection between such premises and such conclusion?

"That, in fact, there was that sentiment (of implication) acknowledged by Government relative to this loan, but Government confessedly forbore to urge the repayment, lest it might embarrass the liquidation of the demands which it was then pressing, on its own account, upon Saadut Ali." The records of the Company afford no evidence of any such acknowledgment, or of any such forbearance, nor can it be traced to any other source than the allegation of the claimants.

"That these circumstances took the Bankers' case completely out of the class of those demands respecting which the Honourable Court had precluded the intervention of Government, this case not being the simple transaction between individual and individual against which the Court had established the bar, but a claim heretofore recognized as just by Government, and only suffered to sink through the avowed preference we had given to our own interest." The Court have already examined, one by one, the circumstances to which the Marquis of Hastings annexes this effect; and they assert with confidence, that there is not one of them which has so much as a tendency to take the claim of the Dosses out of the general class of claims upon the Vizier. In the latter part of the sentence there is a misrepresentation of the matters of fact. The words used convey the idea, that the interdiction of interference made by the Court referred only to claims of individuals on individuals, not to claims on the Vizier, which is directly contrary to the fact. "Recognized as just by Government," is an equivocal expression, calculated to carry the conception of the reader beyond the matter of fact. There was no other recognition on the part of Government but that which applied to all the creditors, at least all who were included in the list of Mr. Cherry, and the recommendation of Government never went farther than to this, that the Vizier should pay all his just debts, which did not mean his submission to extortionate demands. The last assertion, not very respectful to the Government to which it applied, is utterly unfounded in fact.

"That, by the letter from Mr. Thornton, it was indisputable that the Court had put this construction upon the Bankers' case, and had been withheld from recommending it to the consideration of Government only by the principle, that the judgment to be passed on such questions ought to rest with the local authorities." On the subject of this letter the Court will here quote the observations of the Committee of Correspondence, in their Report to the Court dated 19th June 1822:

"Your Committee have seen a collection of printed papers which has been circulated among the Members of the House of Commons. In this collection is a letter dated the 3d March 1814, signed Robert Thornton, and addressed to Lord Mordaunt, the Governor General. Mr. Thornton was certainly at that time Chairman of the East-India Company, but there is no trace of any such letter on the Company's records; and it is manifestly not an official letter, but a private one, unknown to the Court, neither carrying its authority, nor in any way binding upon it. And the following fact will serve

No. 8.
 Letter to
 the Secretary of
 the Board,
 1 March 1833.

“ completely to invalidate the assertions which the letter contains relative to the present subject. In the letter in question there is the following passage: “ The Deputy, myself, and several other Directors, could not concur in the “ opinion of the majority of the Committee’ (on Mr. Prendergast’s memorial), “ which of course swayed the Court.’ But on referring to the Report submitted by the Committee of Correspondence on the 2d March 1814, and here alluded to, which declined compliance with Mr. Prendergast’s application, your Committee find that it was signed by the Chairman (Mr. Thornton), the Deputy Chairman, and all the members of the Committee who were then present, viz. nine members of a Committee consisting of eleven.”

Even had the facts been as represented by Mr. Thornton, and not so entirely the reverse, still the inferences which the Marquis Hastings founded upon that letter would have been altogether unsupported and fallacious.

After all this display of reasons, to prove that the British Government ought to extort for the Dosses payment of a debt made up of compound interest, at the rate of thirty-six or say twenty-four per cent. per annum, with an original sum, how far real, how far nominal, not known; what was the practical determination?

The Draft of the Board here quotes the very words of the Minute, as follows:—“ We cannot bring forward the claim to the Nawab Vizier as one “ which Government formally supports, because we should have difficulty in “ vindicating our right of application, should he resist it.”

This confession, after such a train of arguing, is singularly unfortunate. It is useless endeavouring to prove that you ought to make such or such an application, when you know before-hand that you have no right to make it.

The instruction to the Resident, accordingly, was in these words: “ While “ you will forbear from urging the claim as one which the Government “ formally supports, you will take advantage of some favourable opportunity “ for stating the demand, as one which it would be creditable to the justice “ and honour of his Excellency to liquidate.” This recommendation differs but in one particular from many preceding recommendations, but that a particular of some importance, viz. that while former recommendations related to all the Vizier’s debts, this relates to that of the Dosses only.

The Court consider that this is the proper place for them to declare, what appears to them to be the state of the case, as between the Dosses and the other Native creditors of Asoph-ud-Dowlah.

The difference between the rest of this class and the Dosses is, that the former all agreed to receive payment from the Vizier on comparatively moderate terms, the latter refused to receive payment except on very immoderate terms; and both remained equally, as far as appears, without payment.

The difference towards the two, in the conduct of those who have urged the claims of the Dosses, is this; that they have totally overlooked the claims of the numerous parties who would have been contented with payment on moderate terms, and have expended all their zeal in favour of that party who refused all but the most extravagant terms.

The Draft of the Board, after stating summarily what occurred in consequence of the instructions of the Marquis Hastings’ Government to the Resident (not necessary to be noticed here, and wholly without effect); makes the following observation on the letter which the Court afterwards addressed on the subject to the Bengal Government:

“ It is to be observed that this letter, though it objects to farther interference “ with the Vizier, does not impugn the justice of the claim; but, on the con- “ trary, admits its validity as against the State of Oude.” This assertion the Court wholly disallow. There is in the letter neither admission nor inadmission of the justice of the claim. The Court appear to have purposely abstained from declaring any opinion upon the subject. It would, surely, be most improper to construe this into any admission.

The next of the Board’s paragraphs asserts, that “ the peculiar nature and “ circumstances of the present case” (the claim of the Dosses) “ clearly dis- “ tinguish

"tinguish it from all others, and preclude the danger of its becoming a precedent." The observations which the Court have just made, on the circumstances which have been adduced by the Board in support of that assertion, appear to the Court to prove the contrary; and they desire to be understood as making this declaration with all the confidence with which it is possible for them to deliver an opinion. To the Court it appears, decidedly, that no measure can be adopted to extort money from the King of Oude, in behalf of the Dosses, which may not be demanded on equal grounds, how much soever held invalid by the Court, in behalf of parties indefinite in number.

The Board have put the whole question upon this issue, nor have the Court hesitated to join it.

In the next paragraph of the Board's Draft, winding up their argument, there is a most extraordinary misconception of the facts. The Draft says: "It must be remembered that our interference in the liquidation of the State debts of Oude was, in the first instance, exercised at the formally expressed desire of the Prince by whom those debts had been contracted." The Court maintain that, in the sense in which the word interference is now used by the Board, namely, the use of forcible means to get money from the King of Oude for the Dosses, what is above alluded to ought not to be called interference. To do so, is to use the word in a double sense. Mr. Cherry, at the request of Asoph-ud-Dowlah, lent him his aid in getting made out a list of the claims upon him: but is this to be called interference, in the way of justifying, or precedent, a proceeding of a totally opposite character?

The Draft immediately afterwards says, that "our actual interference on that occasion in favour of the European creditors, made it impossible for us ever to plead the general principle of non-interference as a bar to the demands of another class of creditors, whose claims were authenticated at the same time and by the same authority."

The real facts have been already stated; and, in accordance with these facts, the Court must deny that there was any interference in favour of the European creditors. The Resident had no further concern in the matter than being the channel of conveyance of the proposition of the Vizier to those creditors, and he expressly declares that they conducted their negotiation with the servants of the Vizier without his intervention.

The Court cannot sufficiently express their wonder, that such an act of studied non-interference should be said to render it impossible for us ever to plead the general principle of non-interference.

"As a bar to the demand of another class of creditors." Nobody ever pleaded any such principle as a bar to any such claims. The demands of any class of creditors are one thing, the interference of the British Government to enforce them is another thing. The British Government barred no claims when it refused that interference: the claims remained just as they were before. But it is not fair to the British Government to say that it barred the claims of a class of creditors, which (if the claims were not known to be unjust) would be a wicked act, when it did no such thing.

"Another class of creditors." The Board here recognize a "class" of creditors, a class in which the Dosses were included; and this is an admission, that the case of the Dosses is not peculiar, but that every individual of that class has similar claims.

"Whose claims were authenticated at the same time and by the same authority." If authentication means a determination of the just amount of the demands, the Court utterly deny that there was any authentication. The demands of the European creditors were paid without any enquiry; and instead of enquiry, a composition was offered to the Native creditors and accepted.

The Draft goes on to say, "that, in point of fact, the liquidation of the claims of the Native as well as the European creditors was actually put in train, and was to some extent pursued, and this with such formality and notoriety, as to constitute an implied pledge from the British Government that a settlement would take place."

First

Nd. 8.

Letter to
the Secretary of
the Board,
1 March 1833.

No 8.
Letter to
the Secretary of
the Board,
1 March 1833.

First of all, this is a declaration that the British Government is under a pledge to the whole class of the Native creditors, not to the Dosses alone.

In the next place, the Court are unable to call to mind another instance of an attempt to make a pledge out of such materials.

The expressions,—“liquidation actually put in train,”—“to some extent pursued,”—“with formality and notoriety,”—are not calculated to present to view the real state of the facts.

We know that Mr. Cherry co-operated with the Nabob in making out a list of his debts; we also know that a composition was offered to his Native creditors by the Vizier, and accepted. We know these two facts, and we know nothing more whatsoever. We do not know that any body ever received anything in consequence of this arrangement. This arrangement was made without so much as the cognizance of the Resident. The act was entirely and exclusively the act of the Vizier: yet it is affirmed that this act, in which it had so little concern, constituted “a pledge from the British Government to the Natives, that a settlement” (that must mean payment) “should take place.”

“In supporting,” says the Draft, “the case of the Native creditors, your predecessors appear to have acted in strict conformity with the sentiments of the Home Government, as recorded in the passage extracted from the Secret Letter of November 1803.” The Court have already remarked upon that extract; and shewn that the construction here put upon it is unfounded. The Court affirm, and that with the utmost confidence, that the sentiments of the Home Government have been invariable, in strong opposition to any interference between the head of the Oude Government and his creditors.

“In supporting the case of the Native creditors.” It is most improper to apply this expression to the British Government. It supported no creditors. Its advice to its ally to rectify the disorders arising from his debts, as well as from other sources, was an act of another description; and to call it a support of creditors, is to convey a wrong impression of the fact.

The same objection applies to the following expression:—“It seems probable that, if the influence of your Government had been exerted so as to have prevailed on the Sovereign of Oude to discharge the debts then outstanding, such a measure would have received the approbation of the Home Government, and it is a source of just regret that this course was not adopted.”

That which would have received, and constantly did receive, the approbation of the Home Government, was the advice about his pecuniary embarrassments in general, which the local Government so often gave to the Vizier; but if it is here meant that any thing beyond advice would have been approved by the Home Government, it is evident from the whole tenor of the dispatches that it would not; and it is to the Court, not a source of regret, but of great satisfaction, that a different course was not adopted.

The Draft thus concludes: “We feel that it is incumbent on us to use our utmost efforts to retrieve the present claimants from the unfortunate situation in which they are placed. Under a strong conviction that this is a valid claim against the King of Oude, we are of opinion that the settlement of it should no longer be delayed. We are of opinion that the present claimants are entitled to the same terms as those which were accorded by Asoph, ud-Dowlah to the European creditors in 1796.”

“The utmost efforts” of the British Government mean compulsion, either by intimidation, or force.

“The present claimants?” the Dosses. Why them alone?

“Unfortunate situation,” of a party who would accept payment on no other terms than thirty-six or twenty-four per cent. per annum compound interest.

Why should the situation of the Dosses be more unfortunate than that of the other creditors, who were willing to accept payment on moderate terms, but never received it?

“A strong conviction that this is a valid claim.” A valid claim to thirty-

six or say twenty-four per cent. per annum compound interest, which the "utmost efforts" of the British Government ought to be employed to enforce. As to this strong conviction of the validity of the claim, the Court cannot forbear asking, upon what does it rest? Of the origin of the debt the Board can know no more than the Court, which is nothing. The mere existence of the bonds, unexamined and unauthenticated, as they are, is no ground for a strong conviction, nor any conviction at all, upon the subject.

The Dosses "entitled to the same terms as those which were accorded to the European creditors:" in other words, thirty-six per cent. per annum, compound interest. In the opinion of the Court, neither the European nor any other creditors should have been paid at that rate, much less have had the "utmost efforts" of the British Government employed to compel such payment.

These considerations the Court submit to the Board, with full assurance that they will receive careful and deliberate attention; and, judging by the conviction which they have produced in themselves, they cannot but entertain the strong hope and expectation, that they will make a similar impression on the minds of the Commissioners.

I have, &c.

(Signed)

P. AUBERT,
Secretary

T. B. Macauley, Esq.
&c. &c. &c.

No 8.
Letter to
the Secretary of
the Board.
1 March 1833.

P A P E R S

RELATING TO

PECUNIARY CLAIMS OF BRITISH SUBJECTS

ON THE

NATIVE PRINCES OF INDIA,

OR OF

NATIVES

SUBJECT TO THE AUTHORITY OF THE EAST-INDIA COMPANY

IN INDIA.

PART II.

LONDON:

PRINTED IN CONFORMITY TO THE RESOLUTION PASSED BY THE COURT OF
PROPRIETORS OF EAST-INDIA STOCK ON THE 19TH MARCH 1834,

BY J. L. COX AND SON, 75, GREAT QUEEN STREET.

1834.

344 of 1834

AT A

G E N E R A L C O U R T

OF THE

**UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING
TO THE EAST-INDIES,**

Held on Wednesday, the 19th March 1834,

RESOLVED, That the Proceedings of the Court of Directors relating to the Dispatch sent down by the Board of Commissioners for the Affairs of India, regarding the Claims of the late Monhur Doss and Seetul Bahoo on the King of Oude, be printed, for the information of the Proprietors, in continuation of the Papers already before them upon that subject.

FURTHER PAPERS

RELATING TO

THE CLAIM OF MR. PRENDERGAST

ON ACCOUNT OF

THE LUCKNOW BANKERS

ON THE

NAWAUB VIZIER.

No.	Page
26. Proceedings of the Court of Directors of the 19th February 1834	23
27. Letters from John Loch, Esq. (Chairman), William Butterworth Bayley, James Rivett Carnac, Henry Alexander, Richard Jenkins, and Henry Shank, Esquires, recorded on the Proceedings of the Court of Directors of the 19th February 1834	24
28 Proceedings of the Court of Directors of the 26th February 1834	25
29. Letter from John Forbes, Esq., recorded on the Proceedings of the Court of Directors of the 26th February 1834	25

No. 9.

AT A

COURT OF DIRECTORS,

Held on Wednesday, the 18th September 1833.

No. 9.

Minute of Court,
18th Sept. 1833

A Letter from B. S. Jones, Esq. at the India Board, dated the 12th instant, being read, adverting to the Secretary's letter of the 1st March last, respecting the claims of certain natives of India, British subjects, and Bankers at Benares and Calcutta, upon the State of Oude, stating that the Board have attentively considered the statements and reasonings submitted by the Court, but they see no reason whatever to depart from the course directed in Mr. Alves' letter of the 13th December, 1832, and expressing the desire of the Board that, in conformity with the provisions of the 15th section 33 George III. cap 52, the dispatch which was framed by the Board on the 13th December 1832 may be transmitted to India without further delay:

Ordered, That the said letter be referred to the consideration of the Committee of Correspondence.

No. 10.

LETTER from B. S. JONES, Esq., Assistant Secretary to the Board of Commissioners for the Affairs of India, recorded on the Proceedings of the Court of Directors of the 18th September 1833.

SIR :

India Board, 12th September 1833.

No. 10

I am directed by the Commissioners for the Affairs of India to address you, in reference to your letter of the 1st March 1833, respecting the claims of certain natives of India, British subjects, and Bankers at Benares and Calcutta, on the State of Oude.

Letter from
B S Jones, Esq.
12 Sept 1833

Since the receipt of that letter, the time and attention of the Board have been so completely engaged by the measures relating to India and China which have recently been sanctioned by Parliament, that it was not possible to give to its contents the deliberate and uninterrupted examination due alike to the authority from which it proceeded, and to the important topics on which it dwelt.

On the termination of the session, however, the Commissioners have lost no time in taking into consideration the statements and reasonings submitted by the Court of Directors.

It is always with regret and reluctance that the Commissioners dissent from the deliberate opinion of the Court. On the present occasion they have not failed most anxiously and patiently to examine every part of this question, and to weigh every argument bearing upon it, whether adduced in your letter of the 1st of March 1833, or stated in the course of previous correspondence.

The result has been, that the Commissioners see no reason whatsoever to depart from the course directed in Mr. Alves' letter of the 15th December 1832; and I have it in command to desire, that in conformity with the provisions of the 15th sect. 33 George III. cap. 52, the dispatch which was framed by the Board on the 15th December 1832 may be transmitted to India without further delay.

I am, Sir, &c.

(Signed) B. S. JONES.

B

No.

No. 11.

AT A

COMMITTEE OF CORRESPONDENCE,

The 25th September 1833.

No. 11.
Committee of
Correspondence,
25 Sept. 1833.

A letter from B. S. Jones, Esq. at the India Board, dated the 12th instant, stating, with reference to the Secretary's letter of the 1st March last, respecting the claims of certain natives of India, British subjects, and Bankers at Benares and Calcutta, on the State of Oude, that the Board have again examined every part of this question and weighed every argument bearing upon it, whether adduced in the letter above-mentioned or stated in the course of previous correspondence, and that they see no reason whatsoever to depart from the course directed in the Board's letter of the 15th December last, and desiring that, in conformity with the provisions of the 15th section of the 33d George III., cap. 52, the dispatch which was framed by the Board on the 15th December last, may be transmitted to India without further delay; being read, and

The dispatch sent down by the Board being likewise read;

The Committee deliberated thereon, and

The further consideration of the question was deferred.

No. 12.

AT A

COMMITTEE OF CORRESPONDENCE,

The 15th January 1834.

No. 12.
Committee of
Correspondence,
15 Jan 1834.

The Chairman, adverting to the Bengal Political Draft, relative to the claims of the Lucknow bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he has had repeated verbal communications upon that subject with the President of the Board, with a hope that the Board might be induced either to withdraw the Draft or greatly to modify its contents, and that now, finding that the Board's decision was unalterable, it became his duty, without further delay, to call the Committee's attention to the order which has been received, requiring the Court to forward the dispatch. Whereupon

The Chairman moving the Committee,

It was

Resolved, That being deeply impressed with a conviction, that the interference which the Board requires that the Company should exercise with the King of Oude on behalf of the Lucknow Bankers is unjust in principle, inconsistent with the relations subsisting between his Majesty and the Company, and would be most mischievous in its effects, this Committee is of opinion, that the Court cannot consent, even ministerially, to act upon the orders of the Board until compelled by law to do so.

The Chairman was requested to move the Court accordingly.

It was then

Resolved, That the Chairman be authorized to take Counsel's opinion, whether it is imperative upon the Court now to sign the dispatch as required by the Board, or whether they may abstain from signing it, until a Court of Law shall, at the instance of the Board, decide that the Board's authority in the case must be obeyed.

No.

No. 13.

AT A

COURT OF DIRECTORS,

Held on Wednesday, the 15th January 1834.

No. 13.

Minute of Court,
15 Jan. 1834.

The Chairman, adverting to the Bengal Political Draft relative to the claims of the Lucknow Bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he had had repeated verbal communications upon that subject with the President of the Board, with a hope that the Board might be induced either to withdraw the draft or greatly to modify its contents; and that now, finding that the Board's decision was unalterable, it became his duty, without further delay, to call the Court's attention to the order which they had received, requiring them to forward the dispatch.

Whereupon

The Chairman moving the Court,

It was

Resolved, nemine contradicente, That being deeply impressed with a conviction, that the interference which the Board requires that the Company should exercise with the King of Oude on behalf of the Lucknow Bankers is unjust in principle, inconsistent with the relations subsisting between His Majesty and the Company, and would be most mischievous in its effects, the Court cannot consent, even ministerially, to act upon the orders of the Board until compelled by law to do so.

No. 14.

AT A

COURT OF DIRECTORS,

Held on Wednesday, the 22d January 1834.

No. 14

Minute of Court,
22 Jan. 1834.

A Member of the Court, with reference to their Resolution recorded on the last Minutes on the subject of the Bengal Political Draft relative to the claims of the Lucknow Bankers on the King of Oude, submitted the following motion, viz.

“ That, in the opinion of this Court, a week's notice should be given by the Chairman, of any intention on his part to submit for the Court's signature the dispatch respecting the Lucknow Bankers, as prepared by the Board.”

And the question thereon being put,

The same passed in the Negative.

No. 15.

AT A

COURT OF DIRECTORS,

Held on Wednesday, the 29th January 1834.

No. 15.

Minute of Court,
29 Jan 1834.

The Chairman acquainted the Court, that at the request of the Right Honourable Charles Grant, the Deputy Chairman and himself had waited upon him this morning, when Mr. Grant adverted to the circumstance of the dispatch sent down by the Board of Commissioners, relating to the claims of the Dosses upon

No 15
Minute of Court,
29 Jan 1834.

upon the King of Oude not having yet been signed and forwarded to India, and expressed his deep regret that he felt himself called upon to take a further step on that matter; and

The Chairman stated, that under the impression that such further step would be taken by Mr. Grant before Wednesday next, he should, on that day, submit the despatch in question for the signature of the Court.

The Court's Resolution of the 15th instant relating to the said proposed dispatch was then called for and read.

No. 16,

. AT A

COURT OF DIRECTORS,

Held on Wednesday, the 5th February 1834.

No. 16.
Minute of Court,
5 Feb. 1834.

A Letter from William Astell, Esq.
C. Marjoribanks, Esq.
William Wigram, Esq.
John Thornhill, Esq.
Charles Mills, Esq., and
Russell Ellice, Esq.

Members of the Court, respecting the claims of the Lucknow Bankers, was delivered in and read.

No. 17.

LETTER from WILLIAM ASTELL, CAMPBELL MARJORIBANKS, WILLIAM WIGRAM, JOHN THORNHILL, CHARLES MILLS, and RUSSELL ELLICE, Esqrs., recorded on the Proceedings of the Court of Directors on the 5th February 1834.

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

No 17
Letter to the Court
of Directors

GENTLEMEN

Adverting to the proceedings which have already taken place relative to the claims of the Lucknow Bankers, we feel it to be our duty to place upon the records of the Court the expression of our determination not to affix our signatures, under any circumstances, to the dispatch proposed by the Board of Commissioners; because we are impressed with the deepest conviction, that any attempt to enforce such claims by the direct interference of the British Government, would be nothing short of an act of spoliation towards an ancient and prostrate ally, that it would compromise the British character, and lead to consequences most detrimental to the continuance of our rule in India.

(Signed)

WM. ASTELL,
C. MARJORIBANKS,
W. WIGRAM,
J. THORNHILL,
CHARLES MILLS,
RUSSELL ELLICE.

East-India House,
5th February 1834

No.

No. 18.

AT A

C O U R T O F D I R E C T O R S,

Held on Wednesday, the 5th February 1834.

No. 18.

.A LETTER from Edward Lawford, Esq., dated the 1st instant, was read, reporting, that the Attorney-General applied on the 31st ultimo to the Court of King's Bench, at the instance of the Board of Commissioners for the Affairs of India, for a Rule, calling upon the Court of Directors to shew cause why a writ of Mandamus should not issue, ordering the Court to transmit to India a dispatch relative to the pecuniary claims of the Lucknow Bankers, according to the tenour of the orders and instructions prepared by the Board; when their lordships granted a Rule to shew cause accordingly: also forwarding a copy of the Affidavit of Benjamin Scutt Jones, Esq., on which the application was made, and a copy of the short-hand writer's notes of what passed on the occasion.

Minute of Court,
5 Feb 1834.

The Chairman then laid before the Court the copy of the Rule of the Court of King's Bench alluded to by Mr. Lawford, and which was served upon him this morning.

The said copy of a Rule, dated the 31st January, was read, ordering that the first day of next term (the 15th April next) be given to the Court of Directors, to shew cause why a Mandamus should not issue, commanding them to "transmit to the Governor General in Council at Fort William in Bengal, in the East-Indies, a dispatch relative to the claims of Monohur Doss and Seetul Bahoo, Bankers (or their representatives), for monies lent to the Nawab Vizier, Asoph-ul-Dowlah, former sovereign of Oude, according to the tenour of the orders and instructions in that behalf transmitted to the said Court of Directors by the Board of Commissioners for the Affairs of India, on or about the 15th day of December 1832."

The Chairman then, adverting to the notice given by him on the 29th ultimo, that he should on this day lay upon the Court's table for signature, the draft transmitted to the Court by the Commissioners for the Affairs of India on the claims of the Lucknow Bankers, prepared in the form of a dispatch to Bengal in the Political Department, agreeably to the order of the Board, withdrew such notice.

It was, on a motion,

Resolved, That, in reference to the Court's Resolution of the 15th ultimo: not to sign the Board's Draft relative to the claims of the Lucknow Bankers until compelled by law to do so, the joint opinion of the Company's Standing Counsel and Sir James Scarlett be taken, as to the position in which the Court are now placed by the Rule which the Board have obtained from the Court of King's Bench, and whether there be not ground upon which this Court may either shew cause against that Rule, or appeal to His Majesty in Council.

No. 19.

LETTER from EDWARD LAWFORD, Esq. (Solicitor to the East-India Company), recorded on the Proceedings of the Court of Directors of the 5th February 1834.

SIR:

Drapers' Hall, 1st February 1834.

No. 19.

I have the honour to inform you, that the Attorney General applied yesterday to the Court of King's Bench, at the instance of the Board of Commissioners for the Affairs of India, for a Rule, calling upon the Court of Directors to shew cause why a writ of Mandamus should not issue, ordering the Court to transmit to India a dispatch relative to the pecuniary claims of certain

Letter from
Edward Lawford,
Esq.
1-Feb. 1834

C

Shroffs

No. 19.
 Letter from
 Edward Lawford,
 Esq.
 1 Feb. 1834.

Shroffs of Lucknow upon the King of Oude, according to the tenour of the orders and instructions prepared by the Board, when their Lordships granted a Rule to shew cause accordingly.

The motion was grounded upon the facts deposed to in the affidavit of Mr. Jones, Assistant Secretary to the Board, a copy of which I transmit herewith. I have also procured the short-hand writer's notes of what passed on the occasion, and I send a copy herewith.

I have not yet seen any copy of the Rule, but as yesterday was the last day of term, the day on which it calls on the Court of Directors to shew cause will necessarily be the first day of Easter term next, which is the 15th of April.

I am, Sir,

Your most obedient servant,

Peter Auber, Esq.
 &c. &c. &c.

(Signed) EDWARD LAWFORD

No. 20.

AFFIDAVIT of B. S. JONES, Esq., forwarded by EDWARD LAWFORD, Esq., with his Letter of 1st February 1834.

NI THE KING'S BENCH.

No. 20.
 Affidavit of
 B. S. Jones, Esq.

BENJAMIN SCUTT JONES, Assistant Secretary to the Commissioners for the Affairs of India, maketh oath and saith, that it appears to this deponent by the official public letters, papers, and records, belonging to the Political Department of the said Commissioners, and this deponent saith, that on or about the 14th day of May 1832, Thomas Hyde Villiers, Esq., since deceased, the Chief Secretary of the said Commissioners, wrote a letter to Peter Auber, Esq., the Secretary of the Court of Directors of the East India Company, of the tenour and effect following:—

“ SIR :

“ India Board, 14th May 1832.

“ In reference to Mr. Grant's letter to the Chairman and Deputy Chairman of the 12th April, and also to his letter of this date, in reply to their letter of the 9th instant, regarding the claims of the Calcutta Bankers on the King of Oude, I am directed by the Commissioners for the Affairs of India to request that the Court will prepare and submit to the Board, with the least practicable delay, the draft of an instruction to the Governor General in Council on the subject of those claims, in order that no time may be lost in the transmission of an instruction to the local Government on this long pending question.

“ I have the honour to be, Sir,

“ Your most obedient humble servant,

“ Peter Auber, Esq.
 &c. &c. &c.”

(Signed) “ THOMAS HYDE VILLIERS.

And this Deponent further saith, that the said letter of Mr. Grant of the 12th April, and the parts of the said letters of the 14th of May and of the 9th of May, respectively, referred to in the said letter of the said Secretary of the said Commissioners of the 14th May, which relate to the subject of the said claims, are respectively of the tenour and effect following:—

“ GENTLEMEN :

“ I have the honour to inclose to you the copy of a letter which has been addressed to me by Mr. Prendergast, the constituted attorney of Baboo Ram Doss and Baboo Ram Chown Loll, heirs and legal representatives of the late Monchur Doss and Seetul Bahoo, natives of Calcutta, and British subjects.

“ In

" In consequence of the appeal thus made to me, I have taken the whole subject, generally designated as the claim of the Calcutta Bankers on the Nawab Vizier, into my serious consideration, and having reviewed all the proceedings connected with it, from the commencement of the transactions in question to the latest period, I feel it my duty to submit the following observations to the attention of the Court of Directors:—

" In framing the instructions contained in the Political Letter on this subject, dated the 12th February 1819, the Government at home appear to have been influenced by a disinclination to depart from a general principle which had on former occasions induced them to reject applications from individuals preferring claims of a pecuniary nature upon the Oude Government.

" The result, however, of the review which I have recently taken of the case of the Calcutta Bankers, is a conviction on my mind, that the circumstances connected with the transactions on which their claim is founded give it so peculiar a character, that the Court and the Board would have been warranted in adopting a different course.

" Both Lord Cornwallis and his successor, the present Lord Teignmouth, had repeatedly urged the late vizier Azoph-ud-Dowlah to put in a train of liquidation the large debt which he had contracted, and at his Excellency's particular desire Mr. Cherry, the Resident at Lucknow, was authorized by Lord Teignmouth to afford his assistance in investigating the claims of the creditors, with a view to ascertain the amount of those which were just and fair. After considerable exertions devoted to this inquiry, Mr. Cherry, in a Report dated the 14th of April 1796, transmitted to the Governor General a list of claims of the above description, in which were included the names of the Calcutta Bankers.

" It seems probable that the removal of Mr. Cherry from Lucknow deprived the creditors of the advantages which they were encouraged to expect from the good offices of the British Government.

" In the month of September 1796, Mr. Lumsden, who had succeeded Mr. Cherry at Lucknow, announced to the Governor General, that Asoph-ud-Dowlah had, through a compromise, the result of negotiations in which Mr. Lumsden had taken a part, discharged the debts due to the European portion of his creditors, and had made an arrangement for liquidating the debt due to his native creditors in the course of six years, adding, however, that Munseram, the agent of the Calcutta Bankers, relying, I should presume, on the fact that the persons for whom he was acting were British subjects, had rejected the terms thus offered to them by the Vizier, and had insisted on their right to the same treatment as that which the European claimants had experienced at his hands. Although Mr. Lumsden and Lord Teignmouth expressed their sense of the injustice of the distinction thus drawn between the European and native creditors, no effort was made to prevail upon Asoph-ud-Dowlah to rectify this unequal proceeding.

" Asoph-ud-Dowlah died in the month of September 1797. On the elevation of Saadut Ali, to the Musnud in January 1798, Lord Teignmouth inserted in the Preliminary Treaty of Benares an article, stipulating that the unliquidated portion of the late Vizier's just debts should be paid in the course of three years, which Preliminary Treaty was signed by Saadut Ali; but in the Definitive Treaty concluded at Lucknow on the 21st February 1798, the article respecting the debts was omitted. I am by no means satisfied with the reasons which his Lordship has assigned for thus abandoning the parties whose cause he had espoused. The result was precisely such as might have been anticipated from the character of Saadut Ali, whose love of money was notorious.

" During the negotiations with Saadut Ali, which terminated in the treaty of November 1801, Lord Wellesley distinctly recognized not only the justice, but the necessity of insisting on the liquidation of the just debts of the late Asoph-ud-Dowlah, and sentiments of the like nature were expressed in a dispatch from the Secret Committee to the Supreme Government dated November 1803, approving of Lord Wellesley's treaty; but notwithstanding these

No 20.
 Affidavit of
 B. S. Jones, Esq.

“ these repeated recognitions by the Authorities both abroad and at home,
 “ nothing was done to fulfil the expectations which had been excited, and most
 “ naturally excited, in the minds of the unfortunate creditors: 1st, by the cir-
 “ cumstances under which the debts were contracted. 2dly, by the investigation
 “ entered into by Mr. Cherry; and 3dly, by the favourable opinions expressed
 “ in their behalf by Lord Teignmouth and Lord Wellesley. Although Saadut
 “ Ali possessed abundant means of satisfying the claims of his late brother’s
 “ creditors, there is nothing to shew that they ever obtained from him a single
 “ rupee.

“ After a lapse of several years, Lord Wellesley was induced to address from
 “ this country a private letter to Lord Hastings, explaining the circumstances
 “ which had prevented him (Lord Wellesley), during the period of his admi-
 “ nistration of India, from carrying into effect the intentions which he had
 “ formed in respect to the payment of Asoph-ud-Dowlah’s debts, and pointing
 “ out the claim of the Calcutta Bankers as peculiarly entitled to the attention
 “ of the British Government.

“ In the year 1815 the agents of the parties having presented a memorial to
 “ the Governor General in Council, his Lordship issued instructions, dated
 “ 20th April 1816, to Mr. Strachey, the Resident at Lucknow, directing him to
 “ take some favourable opportunity of stating the demand, as one which it
 “ would be creditable to the justice and honour of his Excellency to liquidate.
 “ Although, in the execution of his instructions, Mr. Strachey pressed the
 “ claim in terms more energetic than those which had been prescribed by Lord
 “ Hastings, the reigning prince, who was the son of Saadut Ali, and who had
 “ inherited his father’s immense accumulations, refused to entertain the claim,
 “ merely because his father had neglected to discharge it. Under these cir-
 “ cumstances, Lord Hastings did not feel it proper to renew his interference
 “ without the previous sanction of the Home Government, which sanction,
 “ as already observed, was withheld, for reasons which I consider to be
 “ invalid.

“ I am aware that the length of time which has elapsed since the date of the
 “ Political Dispatch of February 1819, creates a difficulty in correcting the
 “ error then committed; but I conceive that we ought not, on that account, to
 “ be deterred from using our best endeavours to obtain justice, however tardy,
 “ for the parties who stand to us in the relation of subjects, and who have
 “ sustained a grievous injury, by the length of time during which, without any
 “ default on their part, it has been withheld.

“ The duty and the right of interference on the part of any country in behalf
 “ of its own subjects, even as against independent States, are established by
 “ national law, and recognized in the practice of all nations, and particularly
 “ of Great Britain. Such right and duty are surely not impaired by the cir-
 “ cumstance that the wrong-doer happens in this instance to be a prince
 “ depending for his throne entirely on our support.

“ I think that our interposition with the King of Oude, in order to obtain
 “ the settlement of this claim, should be direct and formal; and I cannot better
 “ convey my meaning, than by stating that it is fully expressed in Mr.
 “ Strachey’s letter to the vizier of Oude, dated the 24th October 1816.

“ I propose, accordingly, that the Governor General in Council should be
 “ directed to lose no time in addressing to the King of Oude a letter to that
 “ purport, and that his Lordship should be desired to instruct the Resident to
 “ take an early opportunity of delivering that letter to the King, and of ver-
 “ bally explaining to his Majesty the grounds on which the British Government
 “ have felt themselves constrained to press upon his serious attention a claim
 “ which ought to have been discharged thirty years ago, and which the agents
 “ of the parties have not ceased to prosecute to the utmost extent of their
 “ power, both in India and in this country.

“ The rate and amount of interest should, of course, be settled according to
 “ the law and usages of the country in which the debt was contracted.

“ The mode and details of payment must be matter of negotiation between
 “ the King of Oude and the Supreme Government.

“ Having

" Having thus explained briefly, because the merits of the case are well known to you and to the Court of Directors, the result of my investigation into the claim of the Calcutta Bankers, I have to request that you will be pleased to bring the matter under the consideration of the Court, and that you will move them to prepare the draft of a dispatch to the Governor General in Council, containing instructions of the tenour above stated.

" The dispatch will, of course, require the sanction of the Commissioners for the Affairs of India.

" I have the honour to be, Gentlemen,

" Your most obedient humble servant,

(Signed) " CHARLES GRANT."

" The Chairman and Deputy Chairman of the East-India Company."

(Enclosure)

" LETTER from Mr. Prendergast to the President of the India Board.

" Sir : " 64, St James' Street, 20th December 1831.

" I beg leave most respectfully to solicit your attention to the case of my constituents, the Calcutta and Benares Bankers, which, at the period of the retirement of your predecessor, the Right Honourable Lord Ellenborough, was about to receive a further consideration from his Lordship.

" As the documents relating to this case are recorded at the India Board, and contain the best possible materials for coming to a decision thereupon, I will not presume to occupy your valuable time in a recapitulation of the statements and reasoning, by which I humbly conceive that the claims of my constituents to payment of the bonds which they hold from his Highness the late Asoph-ud-Dowlah, has been fully established. The prayer which I venture to prefer on the part of those unfortunate creatures is, that they may at length receive, through the authority of the Board over which you preside, that assistance and protection from the East-India Company, which the paternal government of Great Britain would not withhold from any of its subjects similarly situated towards a foreign state.

" Allow me, for the purpose of maintaining the entire rights of my constituents, to add, that while I claim in their behalf payment from the King of Oude as heir and representative of their Highnesses Asoph-ud-Dowlah and Saadut Ali Khan, I still contend that these loans were originally made under the virtual guarantee of the Company's Government, and therefore that my constituents have a special right to the interference prayed for with the King of Oude.

" With sentiments of the highest respect, I have the honour to subscribe myself,

" Your most faithful and obedient servant,

(Signed) " M. G. PRENDERGAST,"

" The Right Honourable Charles Grant, &c. &c. &c."

" EXTRACT LETTER from the Chairman and Deputy Chairman of the East-India Company to the President of the India Board, dated the 9th of May 1832.

" The proceedings which are now pending in Parliament on the claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the communication which the Court of Directors have recently received from the Board and from yourself, respecting the claims of Messrs. W. Palmer and Co. on some of the Nizam's subjects, and those of the Lucknow Bankers on the King of Oude, appear to the Court to be of such a nature, as to make it their indispensable duty to endeavour to convey to you, and through you to the rest of His Majesty's Ministers, the conviction which the Court entertain of the pernicious tendency of the principle involved in all those proceedings and communications.

" If the cause of the Lucknow Bankers is to be taken up as you purpose it should be, what can the Court say to the representatives of Sir Harry

D

" Darell,

No. 20.

Affidavit of
B. S. Jones, Esq.

No 20
 Affidavit of
 B. S. Jones, Esq.

“ Darell, or to those of Colonel Frith, Major Webber, Captain Edwards, and
 “ many others, on whose behalf the British Government, when solicited, has
 “ refused to lend its good offices with the Vizier, or how will it be possible to
 “ resist the multitude of dormant claims, not only upon Oude but upon other
 “ Native States, which are known to exist on the part of Europeans and also
 “ of Natives, who are equally entitled to consideration with the Lucknow
 “ Bankers? It is clear to the Court, that if the authority of the Government
 “ were to be employed in the one case, it would be immediately asked, and
 “ could not be refused in others, and that demands would arise which it would
 “ run our allies to meet. In short, Sir, the Court would do you injustice, if
 “ they permitted themselves to think that you had any adequate idea of the
 “ mischief that would result from the adoption of the course which you
 “ recommend a course diametrically opposed to that prescribed for the con-
 “ duct of the Bengal Government in the Political Dispatch regarding the claim
 “ of the Lucknow Bankers, dated the 12th February 1819, in which you will
 “ find the following emphatic passage, to which, as having been inscribed by
 “ the Board whilst the late Mr Canning was its President, the Court attach
 “ more than ordinary importance ‘ We are so much aware of the difficulty
 “ ‘ of divesting a friendly communication to a weaker power of the character
 “ ‘ of authority, and are so apprehensive that the consequence of pressing
 “ ‘ upon the Vizier the consideration of those claims might bring upon him
 “ ‘ others from various quarters, that we direct you to rest contented with the
 “ ‘ attempt you have already made, and to abstain from any similar proceed-
 “ ‘ ings hereafter, at the instance either of those or any other claimants.’

“ The Court are aware, that it has been said that the loans of British sub-
 “ jects to Native States have, in some cases, been directly beneficial to the
 “ Company. They oppose to this assertion the declaration of Parliament
 “ (37th George III. cap. 142, see xxviii) that ‘ That practice has been pro-
 “ ‘ ductive of much mischief, and is the source of much usury and extortion’

“ Undue importance has, in the Court’s judgment, been attached by claim-
 “ ants and their advocates to the circumstance of the claims having arisen
 “ previously to 1797, when the law to which we have referred was passed
 “ That enactment was, indeed, only prospective, and did not profess to affect
 “ the past transactions of individuals. It left them, in point of law, precisely
 “ where it found them, but with a legislative declaration of their impolicy
 “ and impropriety. To contend that it improved their situation, is a strange
 “ perversion of a law, the declared object of which (Section viii) was effectually
 “ to stop a destructive practice, which the ‘ wholesome orders of the Court had
 “ ‘ not been sufficient to restrain and repress’ If a measure of interference in
 “ favour of the claimants had been thought right (and it was quite as neces-
 “ sary for them in 1797 as at present) Parliament would surely have autho-
 “ rized it. Was any such authority given or contemplated? The whole
 “ tenour of the proceedings of the Legislature prove the contrary, and it
 “ would be rather extraordinary if, after a lapse of a long series of years,
 “ when the sources of information have for the most part ceased to be avail-
 “ able, recourse should now be had to a system of interference, neither coun-
 “ tenanced nor contemplated at a time when Parliament was legislating upon
 “ the subject of transactions of this kind, and when the circumstances of most
 “ of the cases might have been ascertained with comparative facility.”

“ EXTRACT LETTER from the President of the India Board to the Chairman
 “ and Deputy Chairman of the East-India Company, dated 14th of May 1832.

“ I have the honour to acknowledge the receipt of your letter of the 9th
 “ instant, relating to the proceedings which are now pending in Parliament on
 “ the claims of Mr Hodges on the zemindar of Nozeed, and of Mr Hutchinson
 “ on the Rajah of Travancore, and the communications which the Court of
 “ Directors have recently received from the Board and from me, respecting the
 “ claims of Messrs William Palmer and Co on some of the Nizam’s subjects,
 “ and those of the Lucknow Bankers on the King of Oude.

“ I reserve myself to a future opportunity to reply to the general reasoning
 “ contained in your letter on the subjects to which you call my attention, and
 “ propose

“ propose to limit myself, on the present occasion, to a communication of the
 “ result of the best consideration which I have been able to give to the particu-
 “ lar cases of the Calcutta Bankers and of Messrs William Palmer and Co.

No 20
 Affidavit of
 B. S. Jones Esq

“ Regarding the former of these claims, it would lead me into a discussion
 “ of inconvenient length, if I were here to enter into the merits of this extensive
 “ subject, nor is such a discussion necessary, since the whole question has
 “ been so repeatedly canvassed and considered, that every part of it must be
 “ familiar to the Court. I must therefore disclaim any want of deference
 “ towards the Court, if I decline to re-argue it in this place, but I feel it right
 “ to express my entire dissent, in every respect, from the view which you take
 “ of this claim and of the right mode of dealing with it.

“ Contenting myself with this general protest, I shall here offer only two
 “ observations.

“ In the first place, I do not anticipate any embarrassment from similar
 “ applications, because this case is peculiar, and cannot fairly be drawn into a
 “ precedent.

“ In the second place, I conceive that the effect of this interposition in
 “ behalf of justice, so far from prejudicing our national character, can tend
 “ only to inspire confidence in the rectitude and protecting vigilance of our
 “ Government.

“ On the whole, I feel myself obliged by a sense of duty, to renew the
 “ recommendations conveyed to the Court in my letter of 12th April last.

“ It is necessary, however, to advert more particularly than I did in that
 “ letter to the question of interest.

“ On this point I think that our interference ought not to be carried to the
 “ extent of the whole demand.

“ On the one hand, the claimants are justified in urging that the accumu-
 “ lation has been occasioned by the arbitrary refusal of Saadut Ali and his
 “ successors to pay the debt, the King of Oude may, on the other hand, plead
 “ that, as the interference of the British Government would at any time have
 “ effected the payment, it is in fact to the withholding, or to speak more
 “ properly, to the withdrawing of such interference, that the accumulation is
 “ mainly to be ascribed. Under these circumstances, the amount of interest
 “ to be allowed appears a fair subject of compromise, and it will probably be
 “ found, that the most equitable principle for both parties will be, to fix a
 “ moderate and reasonable rate of simple interest for the whole period.

“ Such a compromise, while it would diminish the pressure on his Majesty,
 “ would not overlook the unmerited injury and injustice inflicted on the Bankers,
 “ by depriving them for so many years of the use of their capital. The
 “ means by which this suggestion is to be effected, and the details of its
 “ execution, must be necessarily left to the discretion of the Supreme Govern-
 “ ment.

And this Deponent further saith, that on or about the 15th day of December
 1832, Henry Scott Alves, Esquire, the Acting Assistan. Secretary of the said
 Commissioners, wrote a letter to the Secretary of the said Court, of the tenour
 and effect following —

“ India Board, 15th December 1832.

“ SIR :

“ The Court of Directors having omitted to frame and transmit to the
 “ Commissioners for the Affairs of India a Draft of a Dispatch to the Governor
 “ General in Council, relative to the claims of the Calcutta Bankers on the
 “ Government of Oude, conformably to the requisition contained in the late
 “ Mr. Villiers' letter to you, dated the 14th May last, I have the honour to
 “ enclose copies of orders and instructions which the Board have themselves
 “ prepared on the subject of those claims, and I am also to request that, in
 “ laying them before the Court, you will communicate the desire of the Board
 “ that a dispatch, according to the tenour of these orders and instructions, be
 “ transmitted

No 20.
Affidavit of
B. S. Jones, Esq.

“ transmitted to India, agreeably to the provision contained in the 15th section
“ of the Act of the 33d George III. cap. 52.

“ I am, Sir,

“ Your most obedient humble servant,

“ H. S. ALVES,

“ Acting Assistant Secretary.

“ Peter Auber, Esq. &c. &c. &c.”

And this Deponent further saith, that the said copy of orders and instructions was of the tenour and effect following :—

“ DRAFT of a DISPATCH to be forwarded by the Court of Directors to the
“ Governor General in Council at Fort William in Bengal.

“ The Commissioners for the Affairs of India have communicated to us a
“ letter which has been addressed to them by Michael George Prendergast,
“ Esq., the agent of Baboo Ram Doss and Baboo Ram Chown Loll, heirs and
“ accredited representatives of the late Monohur Doss and Seetul Bahoo,
“ relative to claims of those persons for money advanced on loan to the late
“ Nawab Vizier Asoph-ud Dowlah.

“ 2. During the course of the last twenty years this claim has, on several
“ occasions and in various shapes, been brought to the notice of your Govern-
“ ment and of both branches of the Indian Administration in England. It has
“ also been agitated in the House of Commons, and was referred to a Committee
“ of that House. The Committee were, however, prevented by the termination
“ of the session from prosecuting the inquiry, and did not offer any opinion as
“ to the merits of the case.

“ 3. The last-mentioned proceeding took place three years after the trans-
“ mission to India of the orders contained in our Political Dispatch of the
“ 12th February 1819.

“ 4. As a general principle, we have no hesitation in expressing it as our
“ decided opinion, that the British Government is not bound to interfere, and
“ ought to be extremely cautious of interfering in the recovery of loans from
“ Native States, unless such loans were contracted with its previous know-
“ ledge and concurrence, and unless the guarantee of the British Resident was
“ given in writing upon the face of the bond, or signified by the Resident in a
“ despatch written at the time to his own Government, and approved, as well
“ by that Government as by the Native Sovereign contracting the loan.

“ 5. We state the principle thus broadly and decidedly, to the end that
“ the orders we are about to transmit to you on the subject of the present
“ claim may not be liable to misinterpretation in the important particular, that
“ where money has been advanced to a Native State without a sanction of the
“ nature above described, we will in no case, except under peculiar circum-
“ stances, interfere in view to its recovery.

“ 6. The peculiarities which induce us to come forward on the present
“ occasion will appear from a brief summary of many of the transactions
“ connected with the claim.

“ 7. Both Lord Cornwallis and his successor, the present Lord Teignmouth,
“ had repeatedly urged the late Vizier, Asoph-ud-Dowlah, to put in a train of
“ liquidation the large debt which he had contracted, and at his Excellency's
“ particular desire the Governor General in Council authorized Mr. Cherry,
“ then the resident at Lucknow, to assist him in ascertaining his true and just
“ debts, with a view to their being put into a train of payment; and it was
“ stated to Mr. Cherry, that the Governor General had also assented to give
“ his sentiments on the adjustment of them, if necessary, taking precautions,
“ at the same time, to prevent any implication of the Company's responsibility
“ in consequence of such interference. Mr. Cherry accordingly entered into
“ a laborious investigation of the debts of that prince, and in a letter dated
“ the 14th April 1796, transmitted to the Governor General, Sir John Shore,
“ (the present Lord Teignmouth), a list of such of them as he considered to be

“ just.

“ just. In that list are to be found the names of the Calcutta Bankers. Owing, probably, to the removal of Mr. Cherry from Lucknow to Benares, no arrangement was made for paying off those debts; but it appears from a dispatch dated the 28th September 1796 from Mr. Lumsden, who replaced Mr. Cherry in the office of resident at Lucknow, that Asoph-ud-Dowlah had adopted the resolution of paying from his own treasure the debts due to his European creditors; that this had accordingly been effected in respect to the whole of them, with the exception of Mr. Bruce, who objected to the terms offered by the Vizier; and that, in the early stage of the negotiation with the European gentlemen Mr Lumsden took a part. In communicating this transaction to his Government, Mr. Lumsden stated, the Vizier had previously made an arrangement with the Native creditors, of a nature far less favourable to them than that which had been concluded with the Europeans, but that Munsoram, the agent of the Calcutta Bankers, had rejected the terms thus offered, expressing his readiness to agree to receive the principal in the same manner as settled with the Europeans, but he was refused. This proceeding indicated his sense of the fairness and justice of the claims of his principals.

No 20.
Affidavit of
B. S. Jones, Esq.

“ 8. Both Mr. Lumsden and Sir John Shore expressed regret at the inequitable distinction which Asoph-ud-Dowlah had made between his European and Native creditors. Mr. Lumsden's words are these: ‘ I am concerned that it is impossible to persuade the Vizier and his ministers, that his own credit and true policy required him to offer the same terms to his Native creditors which he had granted to the European.’ Lord Teignmouth thus replied: ‘ I regret with you the distinctions made between the European and Native creditors, so little conformable to justice or policy.’

“ 9. By Mr. Lumsden's language it would appear that he had endeavoured to persuade the Nabob Vizier to repair this injustice, but in vain. There is, however, nothing to shew that any further attempt was made at this time for that purpose.

“ 10. When, in the beginning of the year 1798, Sir John Shore had determined to place Saadut Ali in the Musnud of Oude, as the legitimate successor of Asoph-ud-Dowlah, he concluded with him a preliminary engagement (the treaty of Benares), which contained an article obliging him to liquidate the just debts of his late brother in the course of three years.

“ 11. This article was, however, omitted in the definitive treaty, for which omission the reason assigned is, that ‘ the stipulation would involve us in the necessity of inquiring into the justice of all claims, and constitute the Company, in some measure, a guarantee for procuring the liquidation of them, which would be attended with very serious embarrassment.’

“ 12. We cannot admit the validity of this reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the subject at all. In the particular case, so many steps had already been taken, as to make it very questionable whether it was still open to the British Government to recede on the ground of the general objections which Sir John Shore urges.

“ 13. It is not probable that the fact of such an article having been introduced in a preliminary form was unknown to the Native creditors, and the knowledge of it must have tended to raise their hopes. But even if they were not aware of that fact, it is indisputable that their expectations had been previously excited by the authorized, notorious, and laborious investigation which had been concluded by Mr. Cherry, the British Resident, in pursuance of the order, and under the express supervision of the Governor General, with a view to the eventual liquidation of the debts of Asoph-ud-Dowlah.

“ 14. Sir John Shore, however, contented himself with saying to Saadut Ali, that although the article of the preliminary treaty of Benares had been withdrawn, it was still left to his equity to satisfy such claims as he might deem fair and just, and that in this class he would, upon inquiry, probably

No 20.
 Affidavit of
 B. S. Jones, Esq.

“ find the demands of the Shroffs upon the late Vizier, and if so, that it would
 “ be to his interest not to overlook them.’

“ 15. This cautious and gentle recommendation had, in point of fact, little
 “ weight. Saadut Ali paid not the least attention to the claims of the credi-
 “ tors of his deceased brother. Pending the negotiation which terminated in
 “ the treaty of November 1801, the question of the debts was re-agitated. In
 “ the month of May of that year Saadut Ali submitted to Lord Wellesley,
 “ through the Resident, Colonel Scott, certain articles, to which he requested
 “ that his Lordship would affix his seal and signature. The first article was as
 “ follows:—

“ 16. ‘The payment of the debts of my predecessor, Asoph-ud-Dowlah, is not
 “ stipulated for in the existing treaty. I am moreover unable to liquidate
 “ the debts contracted in the late reign; but this is an affair which will be
 “ adjusted between the State and the creditors of the late Nawaub, and
 “ regarding which the Company are in no shape responsible, the treaty being
 “ silent on this subject.’

“ 17. In regard to this proposition Colonel Scott observes: ‘it is embarrass-
 “ ing, inasmuch as it avows in spirit, and almost in words, a determination
 “ not to discharge any part of them (his brother’s debts), and requires your
 “ Lordship’s direct confirmation of that resolve. Although the British
 “ Government had not yet interfered nor called upon the Vizier to discharge
 “ the debts of the State, yet your Lordship’s sense of the allegation which
 “ his Excellency owes to justice and common honesty, to make some arrange-
 “ ment for the liquidation of those debts, is so strongly manifested by the
 “ proposition, under certain conditions (the entire transfer of the Vizier’s
 “ territories to the British Government) of taking the burthen upon the
 “ Company, that his Excellency looks with certainty to the demand being at
 “ a future period pressed upon him by the influence and authority of the
 “ Company’s Government.’

“ 18. It appears by a subsequent letter from Colonel Scott, that when he
 “ made the foregoing observation he was not aware (to use his own words)
 “ that a stand had been made to an article inserted in the draft of the treaty
 “ with the Vizier on his accession to the Musnud, relating to the payment of
 “ the late Nawaub’s debts, and that Sir John Shore had satisfied himself
 “ with verbally consigning the liquidation of them to the justice of the
 “ Vizier.’

“ 19. In reply to the reference which had thus been made to him, Lord
 “ Wellesley declared that he was precluded, by the strongest obligations
 “ of public duty, from affixing his seal to the articles, of the first of which it
 “ appeared, according to his Lordship, to be the object ‘under the shelter of
 “ the British name, to cancel all the public debts of the State of Oude.’

“ 20. The Secret Committee of the Court of Directors, in a dispatch since
 “ made public, dated 19th November 1803, in signifying their approval of the
 “ treaty of 1801, observed as follows: ‘The Company being now bound to
 “ the defence and protection of his Highness’s dominions against all enemies,
 “ foreign and domestic, without further charge to the Vizier, the ample
 “ revenue which remains to his Highness entirely applicable to the expenses
 “ of this civil government, will, we trust, place him beyond the reach of
 “ pecuniary embarrassment, and enable his Highness to put his just debts
 “ in a course of progressive liquidation.’

“ 21. The last words evidently allude to the unliquidated debts due to the
 “ Native creditors, because the arrangement of 1796 having been duly reported
 “ in your dispatches, the authorities by whom that letter was prepared were
 “ aware of the compromise to which the European creditors had agreed.

“ 22. It was apparently the intention of the Secret Committee, that Saadut
 “ Ali should be apprized of the expectation entertained by them in respect to
 “ the payment of the debts of his predecessor. Whether or not any com-
 “ munication of that tenor was, in fact, made to him, does not appear from
 “ official documents; but from a private letter addressed by Lord Wellesley
 “ to Lord Hastings, dated 3d May 1814, we are led to conclude the contrary.

“ That

" That letter, which was placed by Lord Hastings on your records, and was
 " referred to in your Political Dispatch dated 9th November 1816, is couched
 " in the following words: ' The details of the case are fully stated in the
 " memorial and in other documents, which will, of course, be submitted to
 " your Excellency's judgment; it will, therefore, be sufficient for me to
 " assure you, that after full consideration of the whole matter, my decided
 " opinion was, that the memorialists were entitled, in justice and equity, to
 " the full amount of their claims, and that it was the duty of the Supreme
 " Government to urge the demand on the Nabob of Oude, with all the force
 " which the delicacy of such a question might admit. The principal part
 " which I am anxious to explain is, the cause of my silence on this subject
 " during my administration in India. Inferences might be drawn adverse to
 " the claim of the memorialists, or injurious to my sense of justice, from a
 " circumstance which is in reality to be attributed to very peculiar state of
 " affairs during my government, and to the uninterrupted train of extra-
 " ordinary events which occurred during that period of time. The truth is,
 " that those events and their consequences so entirely occupied my attention,
 " as to leave me little time for the prosecution of claims of a private nature;
 " and particularly with regard to the State of Oude, my discussions with the
 " Nabob Vizier on other points of the most arduous nature, precluded the pos-
 " sibility of preferring matters, however weighty in the scale of justice, of
 " inferior consideration in a political and national view. But I repeat to
 " your Excellency my entire conviction of the strength of this claim, and the
 " propriety of urging it upon the consideration of the Nabob Vizier, who, I
 " trust, will be induced to discharge so clear a debt of honour, especially as it
 " stands absolutely distinct from any other demand of any other creditor of
 " the State of Oude.'

No. 20.

 Affidavit of
 B. S. Jones, Esq.

" 23 The receipt of Lord Wellesley's letter induced Lord Hastings to inves-
 " tigate the claim of the Calcutta Bankers, and the result of that investigation
 " is stated by his Lordship in minute of 1st January 1816, of which, although
 " not entered on your Proceedings, a copy has been furnished to us by Mr.
 " Prendergast. From this minute we learn, that in his Lordship's view of
 " the case, it stood distinguished from the rest of the claims in the following
 " particulars. That these Bankers, though not Europeans, were British sub-
 " jects, and as such entitled to the good offices of Government. That the debt
 " which they claimed from Asoph-ud-Dowlah was admitted to be just, both as
 " to the purity of origin and as to amount, by the Nabob Vizier and by the
 " British Government. That the liquidation of it was thence recommended
 " in the settlement of the Nabob Vizier's affairs. That the Bankers could
 " not vitiate the quality of their demand by declining to accept a composition
 " which they suspected to have been brought forward for the purpose of
 " exacting sacrifices from some of the creditors, while others were to receive
 " prompt and full payment. That the Government did not consider them as
 " having forfeited a claim to its mediation by declining that composition, but,
 " as would appear from the Marquis Wellesley's letter, did subsequently
 " countenance their application. That there was a fair implication of equitable
 " reliance on the good offices of Government, inasmuch as the money bor-
 " rowed from the Bankers was known to have been taken up for the purpose
 " of discharging the arrears due to the Honourable Company, a circumstance
 " which, though it afforded no legal tie, appealed directly to one's feelings,
 " whether the Bankers must not have been influenced by an ulterior con-
 " fidence in the protection of Government with regard to a loan whence
 " Government was to draw a material convenience, and which was therefore
 " agreeable to it. That this implication was much strengthened, when we
 " adverted to the extent and notoriety of intercourse between Government and
 " Asoph-ud-Dowlah in pecuniary concerns. That, in fact, there was that senti-
 " ment acknowledged by Government relative to this loan, but Government
 " confessedly forebore to urge the repayment, lest it might embarrass the
 " liquidation of the demand which it was then pressing on its own account
 " upon Saadut Ali. That these circumstances took the Bankers' case com-
 " pletely out of the class of these demands, respecting which the Honourable
 " Court had precluded the intervention of Government, this case not being
 " the

No. 20.
 Affidavit of
 B S Jones, Esq.

“ the simple transaction between individual and individual, against which the
 “ Court had established the bar, but a claim heretofore recognized as just by
 “ Government, and only suffered to sink through the avowed preference which
 “ we had given to our own interest. That by the letter from Mr. Thornton, it
 “ was indisputable that the Court had put this construction upon the Bankers’
 “ case, and had been withheld from recommending it to the consideration of
 “ Government only by the principle, that the judgment to be passed on such
 “ questions ought to rest with the local authorities. ‘On this ground,’ ob-
 “ served Lord Hastings, ‘I think the petitioners entitled to all the assistance
 “ which we can with propriety afford them. Unfortunately that does not go
 “ far. We cannot bring forward the claim to the Nawaub Vizier as one
 “ which Government formally supports, because we should have difficulty in
 “ vindicating our right of application should he resist it; but I think Mr.
 “ Strachey may be instructed to take advantage of some favourable oppor-
 “ tunity for stating the demand, as one which it would be creditable to the
 “ justice and honour of his Excellency to liquidate.’

“ 24. Instructions founded on the view taken of the Bankers’ case by Lord
 “ Hastings in Council, were accordingly issued to Mr. Strachey, who, in con-
 “ sequence of the instructions, brought the matter before the reigning Sove-
 “ reign of Oude, the son of the late Saadut Ali. The answer returned by him
 “ to that application was such as to deter Lord Hastings from renewing it
 “ without our sanction. This having been withheld, no further attempt has
 “ been made to obtain an equitable adjustment of the claim.

“ 25. In conformity with the minute of Lord Hastings before mentioned,
 “ his Lordship in Council addressed to us a letter, dated the 9th November
 “ 1816, which is recorded, and which, after strongly echoing the language and
 “ minutely repeating the arguments of the minute, concludes as follows:
 “ ‘Under the positive declaration of the Nabob Vizier not to entertain the
 “ claim, we do not consider ourselves warranted in pressing the claim further
 “ on his Excellency’s attention without the express sanction of your Honour-
 “ able Court, for whose consideration and orders the case is now submitted.’
 “ This letter was signed by Lord Hastings himself (then Lord Moira), and by
 “ Messrs N. B. Edmonstone, Archibald Seton, and G. Dowdeswell, all Mem-
 “ bers of Council.

“ 26: In our reply, dated 12th February 1819, to this communication, we
 “ reminded you of our decided objection to any interference with the Native
 “ Princes in matters of the kind under consideration. We stated, that even
 “ without reference to such general objection, we felt ourselves precluded
 “ from any authoritative interference with the Vizier of Oude by the existing
 “ state of relations between the two governments; and, adverting to the
 “ difficulty of divesting a friendly communication to a weaker power of the
 “ character of authority, and to the danger of bringing other claims on the
 “ vizier, we directed you to rest content with the attempt which you had
 “ already made, and to abstain from similar proceedings in future.

“ 27. It is to be observed, that this letter, though it objected to further
 “ interference with the Vizier, does not impugn the justice of the claim, but
 “ on the contrary admits its validity as against the State of Oude.

“ 28. With regard to the alleged danger of bringing new demands on that
 “ State, we have before observed, in substance, that the peculiar nature and
 “ circumstances of the present case clearly distinguish it from all others, and
 “ preclude the danger of its becoming a precedent.

“ 29. From the foregoing summary of facts, though they are rather sketched
 “ than developed, a just opinion may be formed of the present case. It must
 “ be remembered, that our interference in the liquidation of the state debts of
 “ Oude was, in the first instance, exercised at the formally expressed desire of
 “ the prince by whom these debts have been contracted: that our actual inter-
 “ ference, on that occasion, in favour of the European creditors, made it
 “ impossible for us ever to plead the general principle of non-interference as
 “ a bar to the demands of another class of creditors, whose claims were
 “ authenticated at the same time by the same authority: that, in point of fact,
 “ the

“ the liquidation of the claims of the Native as well as the European creditors
 “ was actually put in train, and was to some extent pursued, and this with
 “ such formality and notoriety, as to constitute an implied pledge from the
 “ British Government to the Natives, that a settlement would take place
 “ that whatever right of an equitable kind the public creditors of Asoph-ul-
 “ Dowlah had before his death acquired, the assistance of the British Govern-
 “ ment for the recovery of their debts, such right having become fully vested,
 “ remained to them on the accession of Saadut Ali, and could not be affected by
 “ any omission on the part of the British Government to press the claim on
 “ that prince: and, finally, that for the same reasons, such right remains
 “ unimpaired up to the present hour. We may add, that in supporting the
 “ case of the Native creditors, your predecessors appear to have acted in strict
 “ conformity with the sentiments of the Home Government, as recorded in the
 “ passage extracted from the secret letter of November 1803. It seems
 “ indeed probable, that if the influence of your Government had been exerted
 “ so as to have prevailed on the Sovereign of Oude to discharge the debts
 “ then outstanding, such a measure would have received the approbation of
 “ the Home Government, and it is a source of just regret that this course was
 “ not adopted.

“ 30. As the case now stands, although we are sensible of the disadvantages
 “ under which we are placed by lapse of time, we nevertheless feel that it is
 “ incumbent on us to use our utmost efforts to retrieve the present claimants
 “ from the unfortunate situation in which they are placed.

“ 31. Under a strong conviction that this is a valid claim against the King of
 “ Oude, we are of opinion that the settlement of it should no longer be delayed.
 “ You will, accordingly, lose no time in communicating to the King our senti-
 “ ments on this subject, and strongly urging on him the importance of an
 “ immediate and effectual adjustment, as due to his own honour no less than
 “ to the interests of justice and to the wishes of the British Government.

“ 32. The details as to time and mode of payment we must leave to your
 “ discretion to arrange.

“ 33. In regard to the basis on which the claim should be adjusted, we are
 “ of opinion that the present claimants are entitled to the same terms as those
 “ which were accorded by Asoph-ul-Dowlah to the European creditors in 1796,
 “ and for which Munseram, their agent at the time, contended, together with
 “ such additional compensation, in consideration of the lapse of time which
 “ has since intervened, and for which they certainly are not responsible, as
 “ may appear to you fair and equitable.”

And this Deponent further saith, that the said draft of orders and instructions
 contained at the foot thereof a direction from the said Commissioners to the
 said Court of Directors of the tenour and effect following:—

“ India Board, December 15th 1832.

“ The Commissioners for the Affairs of India direct that a letter be dis-
 “ patched by the Court of Directors in the usual form, according to the tenour
 “ of the foregoing draft. (signed) “ H. J. ALVES,

“ Acting Assistant Secretary.”

And this Deponent further saith, that a certain representation touching the
 said orders and instructions was made by the said Court of Directors to the
 said Commissioners, by a letter bearing date the 1st day of March 1833, from
 the said Secretary of the said Court to Thomas Babington Macaulay, Esq. the
 then Chief Secretary of the said Commissioners. And this Deponent further
 saith, that he, this Deponent, acting as such Assistant Secretary as aforesaid,
 on or about the 12th day of September 1833, wrote a letter to the said
 Secretary of the said Court, of the tenour and effect following:

“ SIR;

“ India Board, 12th September 1833.

“ I am directed by the Commissioners for the Affairs of India to address
 “ you, in reference to your letter of the 1st of March 1833, respecting the
 “ claims

No. 20.
Affidavit of
B. S. Jones, Esq.,

" claims of certain Natives of India, British subjects and Bankers at Benares and Calcutta, on the State of Oude.

" Since the receipt of that letter, the time and attention of the Board have been so completely engaged by the measures relating to India and China which have recently been sanctioned by Parliament, that it was not possible to give to its contents the deliberate and uninterrupted examination, due alike to the authority from which it proceeded and to the important topics on which it dwelt. On the termination of the session, however, the Commissioners have lost no time in taking into consideration the statements and reasonings submitted by the Court of Directors. It is always with regret and reluctance that the Commissioners dissent from the deliberate opinion of the Court. On the present occasion, they have not failed most anxiously and patiently to examine every part of this question, and to weigh every argument bearing upon it, whether adduced in your letter of 1st March 1833 or stated in the course of previous correspondence. The result has been, that the Commissioners see no reason whatever to depart from the course directed in Mr. Alves' letter of the 15th December 1832; and I have it in command to desire, that in conformity with the provisions of the 15th section 33d George III. cap. 52, the dispatch which was framed by the Board on the 15th December 1832 may be transmitted to India without further delay.

" I am, &c.

(Signed)

B. S. JONES.

" To Mr. AUBER."

And this Deponent hath been informed and believes, that at a Court of Directors of the said Company, duly holden on the 15th day of January instant, a record upon the minutes of their proceedings was made, of the tenour and effect following:

" The Chairman, adverting to the Bengal Political Draft relative to the claims of the Lucknow Bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he had had repeated verbal communications upon that subject with the President of the Board, with a hope that the Board might be induced, either to withdraw the Draft or greatly to modify its contents; and that now, finding that the Board's decision was unalterable, it became his duty, without further delay, to call the Court's attention to the order which they had received, requiring them to forward the dispatch.

" Whereupon,

" The Chairman moving the Court,

It was

Resolved, " That being deeply impressed with a conviction, that the interference which the Board requires that the Company should exercise with the King of Oude in behalf of the Lucknow Bankers is unjust in principle, inconsistent with the relations subsisting between His Majesty and the Company, and would be most mischievous in its effect, the Court cannot consent, even ministerially, to act upon the orders of the Board until compelled by law to do so."

And this Deponent lastly saith, that the correspondence between the said Commissioners and the said Directors on the subject-matter of the proposed dispatch hath for many years past been carried on in the Political Departments of their respective establishments, and not in any other department.

B. S. JONES.

Sworn in Court at Westminster Hall, the
twenty-ninth day of January 1834.
(By the Court.)

No.

COPY of the Short-hand Writer's Notes referred to in Mr. LAWFORD's Letter,
dated the 1st February 1834.

PROCEEDINGS IN THE COURT OF KING'S BENCH,

Friday, 31st January, 1834.

In the matter of the East-India Company.

Mr. Attorney General.—I have to move your Lordships, on behalf of the Board of Control, for a Rule *Nisi* for a Mandamus against the Court of Directors of the East-India Company, to compel them, under the Act of 1793, to transmit certain dispatches to the East-Indies, they having been directed to do so by the Board of Control.

My Lords : The case lies in the narrowest compass. Your Lordships are aware that, under the powers vested in the Board of Control by the Act of 1793, provided the East-India Company refuse or neglect to transmit dispatches to India relating to the military or civil affairs of the Company, it is competent to the Board of Control to call upon the Directors to transmit such dispatches as may be prepared by the Board of Control.

My Lords : The present case is, It appears that there was a loan made by certain persons, many of them being British subjects, to the late government of Oude. The subject of that loan was matter of treaty between the British Government and the Government of Oude, in which certain merchants at Calcutta were interested. This has since been the subject of considerable correspondence, but the Directors have declined to transmit any dispatches. The consequence is, that the Board of Control, under the authority of the Act, have prepared a dispatch. The Act requiring fourteen days' notice to be given, the Board have pursued that course, and they have sent a dispatch to the Directors, asking them if they wished to make any alterations in it, but they have declined to do any thing upon the subject.

Lord Chief Justice—It is to call upon them to transmit a dispatch to India ?

Mr. Attorney General.—Yes, my Lord.

Lord Chief Justice.—The altered dispatch ?

Mr. Attorney General.—No, my Lord ; they decline to send any. We have sent them one, and they have declined to send it to India.

Lord Chief Justice.—Will you have the goodness to turn to the clause ?

Mr. Justice Patteson.—We had a similar case before us some time ago, in which all the Acts were referred to.

Mr. Attorney General.—Yes, my Lord. It is the 15th section of cap. 52, of the 33d George the Third.

Mr. Justice Taunton.—The former case turned very much upon the subject-matter of the dispatch.

Mr. Attorney General.—Yes, my Lord, and so it will here. The East-India Directors, in the case to which one of your Lordships has alluded, when it came on to be argued upon shewing cause, contended that it was not within the range of the powers given to the Board of Control, which applied to Revenue and other similar matters. That was answered by saying, that the Company had made it matter of treaty, which is the case here. This is a case where the Company have treated it as a matter of government, and have made it the subject of a treaty. The 15th section is in these words: “ And “ be it further enacted, that whenever the Court of Directors of the said United “ Company shall neglect to frame and to transmit to the said Board dispatches “ on any subject connected with the civil or military government of the said “ territories and acquisitions, or with the revenues thereof, beyond the space “ of fourteen days after requisition made to them by order of the said Board, “ it shall and may be lawful to and for the said Board to prepare and send to “ the said Directors, without waiting for the receipt of the copies or dispatches “ intended to be sent by the said Directors, any orders or instructions for any “ of the Governments or Presidencies in India, concerning the civil or mili- “ tary government of the said territories or the revenues thereof, and the said
Directors

No 21.

Proceedings in
the Court
of King's Bench,
31 Jan 1834.

No. 21.
 Proceedings in
 the Court
 of King's Bench,
 31 Jan 1834.

"Directors shall, and they are hereby required to transmit dispatches according to the tenour of the said orders and instructions, so transmitted to them by the said Board, unto the said respective Governments and Presidencies in India, unless, on any representation made by the said Directors to the said Board touching such orders or instructions, the said Board shall direct any alteration to be made in the same, which direction the said Court of Directors shall, in such case, be bound to conform to."

Lord Chief Justice.—Take a rule to shew cause.

Rule *Nisi* granted.

No. 22.

COPY of the RULE made by the COURT of KING'S BENCH.

Friday, the thirty-first day of January, in the fourth year of the reign of King William the Fourth.

No. 22.
 Copy of Rule
 by Court
 of King's Bench.

In the King's Bench, Middlesex.

Upon reading the affidavit of Benjamin Scutt Jones, it is Ordered, That the first day of the next term be given to the Court of Directors of the United Company of Merchants of England trading to the East-Indies, to shew cause why a Writ of Mandamus should not issue directed to them, commanding them to transmit to the Governor General in Council at Fort William in Bengal in the East-Indies, a dispatch relative to the claims of Monohur Doss and Seetul Bahoo, Bankers (or their representatives), for monies lent to the Nawab Vizier Asoph ul Dowlah, former sovereign of Oude, according to the tenour of the orders and instructions in that behalf transmitted to the said Court of Directors by the Board of Commissioners for the Affairs of India, on or about the fifteenth day of December 1832, upon notice of this rule to be given to the said Court of Directors in the mean time.

On the motion of Mr. Attorney General.

By the Court.

No. 23.

AT A

COURT OF DIRECTORS,

Held on Wednesday, the 12th February 1834,

No. 23.
 Minute of Court,
 12 Feb. 1834.

HENRY ST. GEORGE TUCKER, Esq. Deputy Chairman, and WILLIAM STANLEY CLARKE, Esq. a Member of the Court, severally delivered in letters, in which they state the grounds upon which they protest against the proceedings of the Board of Commissioners for the Affairs of India, respecting the claims of the Lucknow Bankers on the Government of Oude, and decline to affix their signatures to the dispatch dictated by the Board, and by them ordered to be sent to Bengal upon that subject; which letters were read.

No. 24.

LETTER from HENRY ST. GEORGE TUCKER, Esq. (Deputy Chairman), recorded on the Proceedings of the Court of Directors, the 12th February 1834.

No. 24.
 Letter from
 Henry St George
 Tucker,
 5 Feb. 1834

To the Honourable the Court of Directors.

HONOURABLE SIRS,

A Writ of Mandamus having been moved for in the King's Bench, to compel this Court to sign and forward to India the dispatch which was sent to us for signature

signature on the 15th December 1832, relating to the claim of the Lucknow Bankers on the Government of Oude, I feel it to be my duty to declare, that it is impossible for me to comply with the requisition of the Board of Commissioners for the Affairs of India on this particular occasion

No 24.
Letter from
Henry St George
Tucker,
5 Feb. 1834.

I am quite aware that I am called upon to act ministerially only in signing the dispatch of the Board; but there are cases where I cannot act even ministerially. There are obligations superior to that of yielding obedience to a Mandamus, and there are acts which the law itself cannot command; acts which cannot be performed without a violation of those principles on which all law is founded. The Legislature can, no doubt, invest a public functionary with large discretionary powers, but these powers can never extend so far as to give a legal sanction to an act in itself illegal and criminal.

The order which we are required to issue has for its object to enforce payment of a claim which has never been admitted or substantiated, which takes its origin some forty years ago, and which is understood to amount with interest to more than a million sterling. The claim must be enforced against one whom we recognize in the character of a sovereign prince, and whom we must lay prostrate and involve in ruin, if, disregarding his remonstrances, we persist in compelling payment of this demand without a regular adjudication, since it is well known that it will be followed by other demands of the same kind to an enormous amount. Let it be remembered always, that this is only one of many claims on the State of Oude which we may be called upon, and which we have been called upon to enforce; and I can perceive no ground whatever for separating it from the rest, or for exerting in favour of the claimants an authority or influence which we will not exert in any other case.

If it be not intended to use force in the execution of the orders of the Board they will remain inoperative, they will effect nothing; and they will be indeed worse than useless, for every means short of force were resorted to in 1816, for the purpose of inducing the Nawab to satisfy this particular claim. The next step must then be a resort to military execution, or the threat of military execution; and who is prepared to say what consequences may result from such a proceeding. One effect must certainly be produced. We must sink in the estimation of our allies and native subjects, for the act will be stamped in their minds with the character of injustice and oppression; and who is so ignorant as not to perceive, that the loss of reputation must, in our peculiar situation in India, endanger the stability of our power?

Far from wishing to carry on a hostile contest with the Board, my study has been, in the station which I have the honour to hold, to promote a good understanding between the two Authorities, to conciliate confidence, and to smooth away difficulties, as far as this could be done without compromising the independence of the Court or the interests of the public service. I have followed this course, both from inclination and upon principle; for even when the two Authorities concur and cordially co-operate, the work to be performed is of such magnitude as to be almost beyond our power of execution, while it is quite apparent that, if collision take place, if discord prevail, and habitual opposition be offered on either side, the machine of Government must absolutely stand still.

But here let me render an act of simple justice. During the brief period in which I have had the honour of assisting at personal conferences with the President of the Board, I have found that Minister as anxious as the Chairman and myself to promote harmony and to consult the interests of the service.

Every question has been debated with fairness and candour, and the greatest solicitude has been shewn to remove every cause of difference, and to allow the utmost weight and consideration to every proposition which our duty has led us to bring forward on the part of the Court.

On this one point the difference has been extreme and irreconcilable, involving a principle which it was impossible for us to concede. We could not consent to be parties in overturning the deliberate decision of successive Courts and successive Boards. If the judgment of our predecessors is to be set aside, after the lapse of a long period of years without new facts being adduced,

No. 24.
 Letter from
 Henry St. George
 Tucker,
 5 Feb. 1834.

without the case assuming any new feature, what would be stable in our proceedings; what resolution would be permanent; what act would be final? During the long administration of Marquis Wellesley, when the case was more recent and the facts more susceptible of proof, no step was taken by the Supreme Government to obtain an adjudication of the claim. His Lordship's subsequent advocacy of it was at a time when he had no official responsibility, and when he was not in a situation to pronounce a judgment. Lord Hastings, although evidently disposed to favour the claimants, limited his interference to importunate recommendations to the Nawaub through the Resident at Lucknow, and admitted that the case was not one which the British Government was warranted in formally supporting. But the whole question has been so fully canvassed in the Court's letter of the 1st March last, that it is quite unnecessary for me to enter upon any further examination of its merits.

I am called upon, then, to make a decided stand, and I feel that it ought to be made at all hazards. Adjusted as are the powers between the two departments, what gives, or can give, weight and influence to the Court? The knowledge, experience, and political integrity of its members. Take away these, and the Board become supreme.

The Court, by manifesting on great occasions firm resolution and a high spirit of independence, will raise its own character and inspire confidence and respect. Our servants, who have not always shewn a becoming deference to our authority and station, will learn to obey a power which is prepared calmly to resist that which it believes to be wrong, and steadily to enforce that which it feels to be right; and acting thus, our Constituents, and the British Public, and the people of India, will be satisfied that the Court of Directors is what it ought to be—an efficient organ of Administration, to whom the interests of a great empire may safely be confided.

I have the honour to be, Gentlemen,

Your very obedient faithful servant,

(Signed) H. ST. G. TUCKER.

East India House,
 the 5th February 1834.

No. 25.

No. 25.
 Letter from
 William Stanley
 Clarke, Esq.
 12 Feb. 1834

LETTER from WILLIAM STANLEY CLARKE, Esquire, recorded on the Proceedings of the Court of Directors of the 12th February 1834.

I have read with careful attention the various papers and correspondence connected with the case of the Lucknow Bankers, and have minutely examined the reasoning contained in the letter of the Right Honourable the President of the India Board, bearing date the 14th May 1832, together with a draft of a proposed Dispatch from said Board of the 15th December following, as well as the observations and remonstrance contained in the elaborate, and in my apprehension, convincing letter from the Secretary of the East-India Company addressed to the Secretary of the Board, dated 1st March 1833; and whilst willing to give all possible weight to the distinguished talent and reputed honesty of purpose of the Right Honourable President, I protest I cannot conceive how he has arrived at his conclusions from the several data upon which he reasons; especially where he assumes the claim in question to be of a "peculiar" description, so unlike all others as to be free from the liability of forming a precedent that would prove, if it be so, not merely dangerous, but ruinous in its consequences. I have diligently, but in vain, searched to discover such peculiarity of feature, and it is with no ordinary degree of pain I feel impelled, by a sense of duty, to challenge the propriety of adverting and attaching weight to a private letter from the Marquis Wellesley, written when he was no longer in the position of a responsible public functionary, and addressed to the late Lord Hastings, also to the Governor-General's private

private minute of the 1st January 1816, but which was never entered on the public Records, in view to establish a case involving interests of such grave magnitude, the soundness of which ought, if so susceptible, to be made out from the public Records alone, whilst it is obvious that any interposition on the part of the Supreme Government, beyond what has been already exercised in the shape of repeated advice to the Nabob Vizier towards an equitable discharge of his just private debts, would be an infraction of an existing treaty, and a consequent departure from that spirit of good faith, a reliance on which amongst the Native Princes and their people has mainly contributed to exalt the British name, and proportionately to increase its moral strength with that vast community. Moreover, when the test of experience, so prominently exemplified in the investigation of the Carnatic claims, and the result of which was a reduction of those claims from an extent of thirty millions, when sifted of their untenable dross, down to two millions, stares us, as it were, in the face, I would fain ask every honourable-minded man, if he can conscientiously lend his authority towards a coercive liquidation of claims of a similar character and origin, from a Prince whose independence our Government professes to recognize, though *de facto* living under its protection, and, in all events, without first passing through the same crucible of careful and scrupulous analysis with the Carnatic claims? Though how such process, in the existing relative position of the two Governments, could be carried into effect, I am at a loss to devise.

I may, perhaps, in conclusion, be permitted to notice what appears to me a discrepancy between the revised view on the question of interest taken by the Right Honourable the President, in his letter of the 14th May, and the latter paragraph as proposed in the draft of the Dispatch of the 15th December, which the Court are now called upon, and threatened with a Mandamus to enforce their giving validity to, by signing. In the former, the President states that, on reflection, he considers, for reasons he therein assigns, "a moderate and reasonable rate of simple interest" will be the equitable standard. In the latter, a specific and unqualified instruction is given to the Supreme Government to adopt, as a basis, the same principle of liquidation in adjusting the present claim, as was observed in the payment of the European creditors, and which, there is ground for belief, was with an accumulative rate of 36 per cent. compound interest.

On the foregoing premises, I am reluctantly but imperatively led solemnly to protest against being required to append my signature to a document so utterly exceptionable, both in principle and its probable consequences, if enforced.

(Signed) WILLIAM STANLEY CLARKE.

12th February 1834.

No. 26.

AT A

C O U R T O F D I R E C T O R S,

Held on Wednesday, the 19th February 1834.

Letters from JOHN LOCH, Esq., Chairman, and from

W. B. BAYLEY, Esq.,
 J. R. CARNAC, Esq.,
 HENRY ALEXANDER, Esq.,
 RICHARD JENKINS, Esq., and
 HENRY SHANK, Esq.,

(Members of the Court) explanatory of their view of the course to be pursued with respect to the draft of a Dispatch proposed by the Board of Commissioners, regarding the claims of the Lucknow Bankers upon the King of Oudé; which letters were read.

No.

No. 25.

Letter from
 William Stanley
 Clarke, Esq.
 12 Feb. 1834.

No. 26

Minute of Court
 19 Feb. 1834.

No. 27.

LETTERS from JOHN LOCH, Esq. (Chairman), and W. B. BAYLEY, Esq., J. R. CARNAC, Esq., HENRY ALEXANDER, Esq., RICHARD JENKINS, Esq., and HENRY SHANK, Esq., recorded on the Proceedings of the Court of Directors of the 19th February 1834.

To the Honourable Court of Directors.

No. 27.

GENTLEMEN :

Letter from John
Loch, Esq.
19 Feb 1834.

Although extremely reluctant to trouble the Court with any written statement explanatory of the motives which influence my public conduct, yet being unable to concur in the view which several of my colleagues have expressed of the course necessary to be pursued with respect to the draft regarding the claims of the Lucknow Bankers, I think it right to record the grounds upon which I differ from them.

The draft in question has been framed by the Board under the authority given to them by the 15th section of the Act of the 33d George III. cap. 52. The Court have availed themselves of the rights reserved by the same section to remonstrate. The remonstrance, and our individual exertions in support of it, have been without effect. The Board insist upon the draft being dispatched, and have resorted to a Court of Law for the purpose of enforcing their authority.

A determination upon the part of a Director not to affix his signature, under any circumstances, to such a draft, appears to the best of my judgment, to be tantamount to a determination to resist the operation of law, which, if participated in by a majority of the Directors, would stop the wheels of the Indian Government, and if confined to a smaller number, cannot save them from sharing whatever responsibility the Court may be considered to incur, so long as they continue to be Directors. I feel it never could consist with my sense of propriety to remain a Director after I had decided not to be a party in carrying on the affairs of the Company, under the system which the Legislature has prescribed; much less should I consider myself justified in determining and in advising my colleagues to abstain from doing what the law has imposed, for I cannot imagine any doctrine more fatal to every principle of government, than that a person filling a high and responsible station may judge for himself, whether or not he will pay obedience to the laws enacted for his guidance. If the Legislative enactments regarding the Company are defective, it rests with us to point out the defects, and with Parliament to apply a suitable remedy; but as long as the laws exist, we are, I submit, bound to obey them: this, at least, is my view of our duty, and which it is especially incumbent upon me, as filling the Chair, faithfully to discharge.

Neither can I allow that any responsibility attaches to the Directors for acts done by them in obedience to the authority of the Board, when exercised in opposition to the protests of the Court. Sooner than be responsible for this draft I would resign my seat; but no such responsibility exists. If I sign it, I do so ministerially, and because the law compels me; and surely every Director knows that he is required in some cases to do what the Secret Committee is always required to do, to act merely ministerially, in communicating to the Indian Governments orders and instructions for which the Board are exclusively responsible.

That there may be circumstances of a public nature which, although only affecting me ministerially, would induce me to decline any longer to act in the Direction, I fully admit. If the Board, for example, were imposing upon the Court a system of government which appeared to me to involve the vital interests and stability of the Company and the general character of its administration, I should not hesitate to relinquish my seat, and to explain to the Proprietors my reasons for so doing. But that is not our present situation. The Deputy Chairman has stated, and I most cordially concur with him, that since we have had the honour of communicating with the President of the Board as the organs of the Court, that Minister has manifested an anxious desire to consult

consult the interests of India. A decision on the question of the claims of the Lucknow Bankers had, unfortunately, been passed by the Board, and our utmost efforts to change it have been unavailing. But whilst there is not a Member of the Court who more deeply and sincerely regrets the course which the Board has taken, than myself, I feel it would not become me, upon that solitary ground, to adopt the strong alternative of resignation, instead of placing my name ministerially, and under protest, to the dispatch.

Every Director is "bound to support the Company by his best advice, counsel, and assistance." I acquit myself of that obligation upon this occasion by the counsel I have given, and shall continue to give, that the Court should use every legal means in their power to prevent the transmission of this most objectionable dispatch; but that, after having done so, they should obey the law, and by that example inculcate in others the important duty of obedience to their legal orders.

I remain,
Gentlemen,
Your obedient servant,
(Signed) JOHN LOCH.

19th February 1834.

I beg to express my entire concurrence in the views and sentiments of the Chairman, as expressed in the foregoing letter.

19th February 1834.

(Signed) W. B. BAYLEY.

We entirely concur in the views which the Chairman has expressed. The Court cannot resist the authority of the Board further than the law will allow, and we should not object, accordingly, to sign the dispatch ministerially, under protest, provided the eminent counsel whom the Court has unanimously resolved to consult, shall advise that no legal grounds of resistance remain.

(Signed) J. R. CARNAC,
HY. ALEXANDER,
RD. JENKINS,
H. SHANK.

19th February 1834.

No. 28.

AT A

C O U R T O F D I R E C T O R S,

Held on Wednesday, the 26th February 1834.

A letter from JOHN FORBES, Esq., a Member of the Court, respecting the claims of the Lucknow Bankers on the King of Oude, was delivered in and read.

No. 28

Minute of Court,
26 Feb 1834

No. 29.

LETTER from JOHN FORBES, Esq., recorded on the Proceedings of the Court of Directors of the 26th February 1834.

East-India House, 26th February 1834.

GENTLEMEN:

The various views taken by the Court on the claim of the Calcutta Bankers, Monohur Doss and Seetul Bahoo, and on the policy of interference to promote its adjustment, render it necessary that each individual Director should make some declaration on the disputed points; and that necessity is the more appa-

H

rent

No. 27.

Letter from
John Loch, Esq.
19 Feb. 1834

Letter from
W. B. Bayley, Esq.
19 Feb. 1834.

Letter from
J. R. Carnac,
H. Alexander,
R. Jenkins, and
H. Shank, Esqs.
19 Feb. 1834.

No. 29.

Letter from
John Forbes, Esq.
26 Feb. 1834.

No. 29.
 Letter from
 John Forbes, Esq.
 26 Feb. 1834.

rent in the case of one who finds himself in an unsupported minority. Such a position may subject him to a charge of presumption, in opposing himself to the decision of a body of Gentlemen generally distinguished by their experience and ability; but the paramount duty of acting an independent part, when the facts presented to his reflection lead him to an opposite conclusion, cannot be denied by those who themselves exercise the right of following a similar course.

As briefly, then, as is due to so important a subject, I would state the reasons which influence my opinion, that the claim is, in the first instance, founded in justice, and in the next, that it is incumbent on the Company to address its strongest representations to the King of Oude to effect a settlement of it.

In the first place, the predecessors of the claimants, in the year 1794, advanced to the Vizier of Oude, Azoph-ud-Dowlah, a sum of 11,58,700 Sicca Rupees for the use of his Government, on the security of bonds bearing interest at 36 per cent. Nor were his obligations limited to this single case. The heedless rule of the Nabob had involved his finances in such arrear, and so heavy were the demands upon his revenue on various accounts, but chiefly for the payment of a large subsidy (fifty lacs) to the Company, that he was constrained to the resource of borrowing in any quarter where he could find lenders. Accordingly, we find an array of Europeans as well as Natives in the number of those who made advances to him, for the same object, and under the same conditions as that of the Bankers.

Under the relations subsisting between the Vizier and the Company, and the necessity that he should place his finances on a better footing, with a view to a more wholesome administration of his Government, Lord Cornwallis and Sir John Shore repeatedly urged the liquidation of the debt he had contracted. This was the first act of interference. In pursuance of this advice, and in order to ascertain his debts, it appears the Vizier applied to the Governor General for the assistance of Mr. Cherry, the Resident at the Court of Lucknow. On the compliance of Government Mr. Cherry instituted the inquiry, and on the 14th of April 1796, transmitted to Lord Teignmouth a list of the Oude creditors, in the enumeration of whom appeared the names of the Calcutta Bankers. This was the second act of interference.

On the completion of this inquiry, the Vizier proposed a compromise to his creditors; the terms of which were, that instead of compound interest at 36 per cent. per annum, their claims should be made up at 18 per cent. to a certain period; the Europeans to be paid by instalments in five years, the Natives in six. This compromise was accepted by the Native creditors, with the exception of the claimants, but rejected by the Europeans with one or two exceptions: although the statements are somewhat contradictory, who maintained and received the payment of their claims in full. This inequality on the part of the Vizier called forth the just reprobation of Lord Teignmouth; and Mr. Lumsden, who succeeded Mr. Cherry, appears to have represented to the Vizier, that "his own credit and true policy" required him to give the same terms to his Native creditors which he had granted to the Europeans. This was the third act of interference.

Of the actual and decided interference of the Government, therefore, through the agency of their Residents, in a question the settlement of which had been urged by two successive Governors General, there appears to be no doubt. Such being the facts, let us consider how they bear upon the justice of the debt in question. Azoph-ud-Dowlah, to guard against any fictitious claims, requested the interference of the Resident, to enable him to distinguish his real creditors: without such a test, and the scrutiny of his own officers, he was determined not to admit a single claim. Now, when the list was submitted to him, is it apparent that he did a single act, or expressed a single word indicative of his dissent to any one claim? On the contrary, we find that he at once proceeded to adjustment. What inference can be drawn from the fact of compromise, but that the Vizier, the person most interested to dispute the validity of the claims in question, was satisfied with the integrity of the debts enumerated

enumerated in the Resident's list? The course of the Vizier was marked with equal caution and sagacity. Acting with so much deliberation, he could never have assented to the insertion in the list of a doubtful claim, or proceeded to compromise in any case where he was not assured of its reality. It further appears, that the agent, Munseram, rejected the compromise; and that, be it observed, before he was aware of the terms which would be offered to the European creditors. To what can we attribute this rejection, but to the consciousness of the reality of the claim? Had the Bankers palmed a fictitious debt on the Government, they would have been foremost in accepting the terms. They challenged the closest investigation. By rejecting the composition they hazarded the loss of the entire debt. If their claim had not been based on justice, they would not have ventured on the challenge nor risked the sacrifice.

No. 29.
Letter from
John Forbes, Esq.
26 Feb. 1834.

On the death of Azoph-ud-Dowlah, Saadut Ali was placed by the British Government on the musnud of Oude, and the very first act of that government was one that completely recognized the justice of the debts, contracted by the late Vizier. A preliminary treaty, agreed upon in 1798, between Saadut Ali and the Company, contained an article binding the Vizier to pay his brother's debts in three years: the definitive treaty omitted that article. Whatever motive of policy might have influenced Lord Teignmouth in abandoning the stipulation, the fact proves his sense of the justice of the claims of the creditors, for otherwise it never would have occurred to his Lordship to introduce it as a specific condition in the preliminary treaty. On any other supposition, the conduct of his Lordship is inexplicable. He may have then yielded to expediency, but he had not forgotten the previous representations he had frequently made to the Government of Oude to adjust the claims of its native creditors. By forbearing to urge that article, have not the Company themselves incurred a liability? By relieving the Vizier from his obligation of paying the debts of his predecessor, does not that obligation fall on themselves? Have they not, by suffering it to sink through the avowed preference given to their own interests, prejudiced the rights of the creditor?

But, subsequently to this abandonment of the cause he had on the first impulse formally espoused, we find Lord Teignmouth making a last effort to awaken a sense of justice in the breast of Saadut Ali, and to save this claim of right from prostration at the shrine of policy. He says to him, that "it was still left to his equity to satisfy such claims as he might deem fair and just, and that in this class he would, upon inquiry, probably find the demands of the Shroffs upon the late Vizier, and if so, that it would be to his interest not to overlook it."

But, independently of the original recognition of these claims by Azoph-ud-Dowlah, the conduct of Saadut Ali affords ample confirmation of their justice. Notwithstanding he strove to free himself from the obligation he was under of discharging these claims, still he never questioned their reality. When he prevailed upon Lord Teignmouth to omit the stipulation in the definitive treaty, he did not insinuate they were unfounded. When, in 1801, he attempted, with no ordinary subtlety, "under the shelter of the British name," to use Lord Wellesley's words, "to cancel all the debts of the State of Oude," he never hinted that there was no obligation on his Government to discharge them. Exulting in his triumph over the faculty of the British Government, he declares that he is exonerated from the debts, because there is no stipulation in the treaty to bind him to their payment. But with all his efforts to rid himself of the obligation what does he add?—"This is an affair which will be adjusted between the State and the creditors of the late Nawaub;" an admission which proves his conviction of their validity. The commentary of Colonel Scott on the proposition of Saadut Ali too well forewarned Lord Wellesley that no reliance could be placed on the faithless Vizier. However, had he believed these debts to have been fictitious, can we doubt that he would not have protected himself from further importunity by so specious an evasion? It may surely be inferred, then, that the circumstances attending the authentication were so notorious and convincing, as to preclude him from resorting to such a subterfuge.

Secondly.

No. 29,
 Letter from
 John Forbes, Esq.
 26 Feb. 1834.

Secondly. Is it the duty of the Company to interfere with a view to the payment of these claims?

That one independent State has a right to interfere as against another, to obtain redress of wrongs done to any of its subjects, is a principle fully recognized by the practice of all civilized nations. This may be illustrated by the single instance of the interference of England at the close of the war, to obtain the payment of debts due by France to English subjects. The analogy may not be complete, because we dictated our terms to a conquered people. But what is there in the relations which have so long subsisted between the Government of Oude and the Company, which can prevent us, as they never have prevented us, from interfering in the internal concerns of Oude? How far it is the duty of a State to interfere is the point in dispute. It seems to me, that the duty of interference flows as a natural consequence from the relationship between a State and its subjects. The sovereign, in return for the allegiance and submission paid by his subject, is under an obligation to maintain his rights by whomsoever invaded, and to redress his wrongs by whomsoever inflicted. Whether a fellow-citizen or a foreign state be the perpetrator, the duty of protection is equally obligatory. The more powerful the wrong-doer, the greater the subject's right to the interference of his Government, and the more imperative on the Government to interpose on his behalf. If it be asked, to what extent a Government is to proceed in this duty, whether, in the event of its mediation proving unsuccessful, it is to take up arms to enforce a compliance with its demands? I answer, this is not the question for consideration at present; nor does it appear to me that the dispatch warrants such a conclusion. The dispatch declares, that "it is incumbent on us to use our utmost efforts to retrieve the present claimants from their "unfortunate situation." This cannot be misconstrued into the waging war with the King of Oude should he decline our mediation. Let our "utmost efforts" in an amicable way first be used; let us see the result, and it will then be time enough to give further instructions. My belief is, that no such serious consequence would be hazarded; but were it otherwise, I am prepared to say, considering the part heretofore taken by the Company in this matter, and how they are mixed up with the Government and revenues of Oude, they are bound in honour to see justice done, come what may. But who can reasonably contemplate the refusal of any State in India to attend to the decided remonstrances of the Company in a just cause?

Let it not be said, that it has been the unvarying policy of the Government of India not to interfere in all cases of claims of individuals on Native Princes. Amongst others, let the case of Travancore testify to their interference. And here let me observe, that the Board were as wrong in that case as they are right in this of the Calcutta Bankers. The rajah of Travancore not only admitted the debt due to Mr. Hutchinson, but had actually proceeded in its liquidation, until the prohibition, arising from the same "preference given to their own interests," issued from the Company, and the Court of Directors must needs satisfy themselves on a claim which the debtor was most anxious to discharge.

Shall the Company be permitted to interfere *against* the private creditors of a Native Prince; but when required to interfere *behalf* of a private creditor, shall they be suffered to justify their refusal, on the plea that the policy of non-interference forbids it!

If it be allowable to draw in aid of one's own conclusions the opinions of the great and good men by whom this question has been considered, I would quote the immortal names of Cornwallis, Teignmouth, and Hastings, and the name of one of the most brilliant connected with India, of the Marquis Wellesley, with that of our respected colleague, Mr. Edmonstone. The opinions of such men as these are alone a sufficient guarantee of the truth and reality of these claims.

Whatever objections the letter of Lord Wellesley of May 1814 may be open to, from the circumstance of its having been written when he had ceased to be Governor General (although, in an equitable point of view, I can see none), or however

however capable of discussion the reasons on which the Marquis of Hastings founds his opinions as stated in his Minute of 1816, the important fact is clearly established, that both the Marquis Wellesley and the Marquis of Hastings were impressed with the justice of these claims and the injury to which the claimants had been subjected. Lord Hastings did actually employ the influence of his Government to obtain an adjustment, and Lord Wellesley, but for the pressure of public affairs, and his impolitic removal from India at a most critical moment, would have insisted on their settlement.

No. 29.
Letter from
John Forbes, Esq.
26 Feb. 1834.

I am of opinion the Court ought to follow in the track of their predecessors of 1803 and 1814. In the former period, the Secret Committee made a distinct and formal admission of these claims, and in 1814, on the authority of a letter from the Chairman of the Court, we find that there existed an impression among many of its members, that the debts of the Vizier of Oude to the Calcutta Bankers were just and legitimate.

Let me add one word. It has been asked, "are we ready to entertain the other claims contemporaneous with this?" I answer, Yes. All such claims as may, in my judgment, be equally well authenticated.

In conclusion, and for the reasons I have imperfectly stated, I feel myself conscientiously bound to give my assent to the dispatch proposed by the Board, and am ready to annex my signature.

I was unfortunately absent when the Court came to the Resolution of not signing the dispatch "until compelled by law;" but it will be in their recollection, that I took the earliest opportunity of expressing my dissent from that Resolution.

I have the honour to be, Gentlemen,

Your faithful servant,

(Signed) JOHN FORBES.

PAPERS

RELATING TO

THE AFFAIRS OF OUDE.

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(130.)

LIST.

	Page
No. 1. Letter from Mr. Chief Secretary Edmonstone to Captain Baillie, Resident at Lucknow, dated Fort William, 6th July 1811. (Extract Bengal Political Consultations, 12th July 1811.)	5
No. 2. Letter from Mr. Secretary Adam to Major J. Baillie, Resident at Lucknow, dated Fort William, 25th March 1814. (Extract Bengal Political Consultations, 25th March 1814.)	8
No. 3. Minute of Lord William Bentinck, dated 30th July 1831	10
Memorandum on Oude Affairs by the Resident, Mr. Maddock	23
An Abstract View of the State of Oude, as gathered from the Persian Papers, &c.	36
No. 4. Note of a Conference between the Governor General and the King of Oude, at a private interview at the Lucknow Residency on Thursday the 20th January 1831. Present, Mr. Prinsep, Mr. Maddock, and Captain Benson	43
No. 5. Copy of a Letter from Mr. Maddock to H. T. Prinsep Esq., Secretary to the Governor General at Head Quarters, dated Lucknow Residency, 12th April 1831	45
No. 6. Letter from his Majesty the King of Oude, received 10th April 1831	46
Enclosure in the above	51
No. 7. Statement of Troops stationed in the Country	51
No. 8. Minute by Sir Charles Metcalfe. (Political Department, 17th September 1831)	52
No. 9. Minute by Mr. Blunt. (Political Department, 27th September 1831.)	57
No. 10. Letter from Lieutenant J. Paton, Assistant in Charge of the Residency at Lucknow, to H. T. Prinsep Esq., Secretary to the Governor General at Head Quarters, dated 5th June 1831, transmitting Copy and Translation of a Letter from the King regarding the Appointment of Colonel Gardner to manage Part of the Country	61
To his Majesty the King of Oude, dated 5th June 1831	51
No. 11. Letter from Lieut. J. Paton to H. T. Prinsep Esq., dated 6th June 1831	51
Translation of an Official Note from his Majesty the King of Oude, dated 23d Zeechij 1246 Hejree (June 1831)	62
No. 12. Letter from H. T. Prinsep Esq. to Lieut. J. Paton, dated 13th June 1831	51
No. 13. Abstract	51
No. 14. Letter from Lieut. J. Paton to H. T. Prinsep Esq., dated 23d June 1831	51
No. 15. Letter from H. T. Prinsep Esq. to Lieutenant J. Paton, dated 8th July 1831	64
No. 16. Letter from Lieut. J. Paton to H. T. Prinsep Esq., dated 14th July 1831	51
No. 17. Letter from Lieutenant J. Paton to H. T. Prinsep Esq., dated 18th July 1831	66
No. 18. Letter from H. T. Prinsep Esq. to Lieutenant J. Paton Esq., dated 3d August 1831	68
No. 19. Letter from Lieut. J. Paton to H. T. Prinsep Esq., dated 6th August 1831	69
Translation of a Copy of a Mandate issued by the King of Oude in the Names of Chuckladars and Aumils, dated 21st Zeechij 1246 Hejree	51
Letter from Lieutenant J. Paton to his Majesty the King of Oude, dated 1st August 1831	70
No. 20. Abstract of a Letter from Lieutenant J. Paton to H. T. Prinsep Esq., dated 10th August 1831	51
No. 21. Letter from Lieut. J. Paton to H. T. Prinsep Esq., dated 10th August 1831, transmitting the King's Reply to the Letter respecting the Grant of Five per Cent. to the Minister	71
Translation of a Letter from his Majesty the King of Oude to the Address of the Assistant Resident in Charge, dated 27th Suffur 1247 H. (7th August 1831)	51
No. 22. Letter from Lieutenant J. Paton to H. T. Prinsep Esq., dated 8th August 1831	72
Particulars of the Futteh Jung Pulum	51
No. 23. Letter from Lieutenant J. Paton to Mr. Secretary Prinsep, dated 25th July 1831	73
Translation of an Official Note from his Majesty the King of Oude to the Address of the Assistant Resident in Charge, dated 12th Suffur 1247 Hejree (23d July 1831)	51
No. 24. Letter from Lieutenant J. Paton to H. T. Prinsep Esq., dated 4th August 1831	51
Translation of a Letter from the King of Oude to the Address of Mr. Paton, the Assistant Resident in Charge, dated the 6th Suffur 1247 Hejree, (corresponding with the 17th July 1831)	74
No. 25. Letter from H. T. Prinsep Esq. to Major John Low, Resident at Lucknow, dated 25th August 1831	76
No. 26. Letter from H. T. Prinsep Esq. to Lieutenant J. Paton, dated 31st August 1831	80
No. 27. Letter from Lieutenant J. Paton to H. T. Prinsep Esq., dated 31st August 1831	51
No. 28. Letter from the Secretary to the Governor General to Major J. Low, Resident at Lucknow. (Extract Fort William Political Consultations, 2d December 1831.)	51
No. 29. Abstract of a Dispatch from Major J. Low to the Address of the Secretary to the Governor General, under Date the 25th April 1832	81
No. 30. Abstract of a Dispatch from the Resident at Lucknow to the Address of the Right Honourable the Governor General, dated 13th June 1832	51
No. 31. Letter from Major J. Low, Resident, to the Right Honourable Lord William Cavendish Bentinck G.C.B., Governor General of India, dated 13th June 1832	82
Translation of a Paper of Information furnished by the Minister to the Resident at Lucknow, 12th June 1832	68
No. 32. Letter from W. H. Macnaghten Esq., Secretary to the Governor General, to Major J. Low, dated 25th June 1832	89
No. 33. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 2d August	90

	Page
No. 34. Letter from Major J. Low to W. H. Macnaghten Esq., dated 2d August 1832	90
Minute of a Conference between his Majesty the King of Oude and the Resident on the 31st July 1832	94
No. 35. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 4th August 1832	97
No. 36. Letter from Major J. Low to W. H. Macnaghten Esq., dated 4th August 1832	ib.
Minute of a Conference which took place between the King of Oude and the Resident at Lucknow, this Day, the 4th August 1832	98
No. 37. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 5th August 1832	101
No. 38. Letter from Major J. Low to W. H. Macnaghten Esq., dated Sunday 5th August 1832	ib.
No. 39. Letter from W. H. Macnaghten Esq. to G. Swinton Esq., Chief Secretary to Government, dated 15th August 1832	102
No. 40. Letter from W. H. Macnaghten Esq. to his Majesty the King of Oude, written 15th August	ib.
No. 41. Letter from W. H. Macnaghten Esq. to Major J. Low, dated 15th August 1832	104
No. 42. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated the 6th August 1832	ib.
No. 43. Letter from Major J. Low to W. H. Macnaghten Esq., dated 6th August 1831	105
No. 44. Abstract of a Letter from the Resident at Lucknow to Mr. Secretary Macnaghten, dated the 8th August 1832	109
No. 45. Letter from Major J. Low to W. H. Macnaghten Esq., dated Wednesday 8th August 1832	110
No. 46. Letter from Major J. Low to his Majesty the King of Oude, dated 7th August 1832	113
Extract from a Minute of the Conference between the Governor General and the King of Oude which took place on the 20th of January 1831	115
Letter from Major J. Low to his Majesty the King of Oude, dated 7th August 1832	ib.
No. 47. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 10th August 1832	116
No. 48. Letter from Major J. Low to W. H. Macnaghten Esq., dated 10th August 1832	ib.
No. 49. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 11th August 1832	118
No. 50. Letter from Major J. Low to W. H. Macnaghten Esq., dated 11th August 1832	ib.
No. 51. Letter from W. H. Macnaghten Esq. to George Swinton Esq. dated 20th August 1832. (Secret Department.)	121
No. 52. Letter from W. H. Macnaghten Esq. to Major J. Low, dated 20th August 1832. (Secret Department.)	ib.
No. 53. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 14th August 1832	122
No. 54. Letter from Major J. Low to W. H. Macnaghten Esq., dated 14th August 1832	ib.
No. 55. Letter from Major J. Low to W. H. Macnaghten Esq., dated 15th August 1832	124.
Memorandum for Lieutenant Paton's Conversation with the King	ib.
No. 56. Letter from W. H. Macnaghten Esq. to Major J. Low, dated 30th August 1832	125
No. 57. Letter from Major J. Low to W. H. Macnaghten Esq., dated 17th August 1832	126
Minute of a Conference with the King on the 16th August 1832	127
No. 58. Letter from Major J. Low to W. H. Macnaghten Esq., dated 20th August 1832	128
No. 59. Letter from his Majesty the King of Oude, received 3d September 1832	129
No. 60. Letter from W. H. Macnaghten Esq. to Major J. Low, dated 15th September 1832	ib.
No. 61. Letter from W. H. Macnaghten Esq. to his Majesty the King of Oude	130
No. 62. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 23d August 1832	ib.
No. 63. Letter from Major J. Low to W. H. Macnaghten Esq., dated 23d August 1832. (Secret Department.)	131
No. 64. Letter from Major J. Low to W. H. Macnaghten Esq., dated 25th August 1832	134
Translation of a Letter from his Majesty the King of Oude to the Address of the Resident at Lucknow, dated 12th Rubbee-ool-Auril 1248 H. (10th August 1832)	135
Translation of a Letter from his Majesty the King of Oude to the Address of Major Low, Resident at Lucknow, dated 15th Rubbee-ool-Awul 1247 Hjee, corresponding with the 13th August 1832	146
Enclosures in the foregoing	154
No. 65. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 8th September 1832	ib.
No. 66. Letter from Major J. Low to W. H. Macnaghten Esq., dated 8th September 1832	155
Letter from Major J. Low to his Majesty the King of Oude, dated 28th August 1832	157
Extract of a Letter written by Mr. Secretary Macnaghten to the Resident at Lucknow, by Order of the Governor General, on the 15th August 1832	158
No. 67. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 9th September 1832	ib.
No. 68. Letter from Major J. Low to W. H. Macnaghten Esq., dated 9th September 1832	ib.
No. 69. Letter from Major J. Low to W. H. Macnaghten Esq., dated 24th September 1832	159
Letter from Major J. Low to his Majesty the King of Oude, dated 24th September 1832	ib.
No. 70. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 26th September 1832	160
No. 71. Letter from Major J. Low to W. H. Macnaghten Esq., dated 26th September 1832	ib.
Translation of a Letter from his Majesty the King of Oude to the Address of the Right Honourable the Governor General, dated 23d Rubbee Oosanee 1249 H. (corresponding with the 19th September 1832)	161
Final Remarks by the Resident	166
To his Majesty the King of Oude, 8th September 1832	ib.

	Page
No. 72. Abstract of a Letter from the Resident at Lucknow to Mr. Secretary Macnaghten, dated 6th October 1832	167
Letter from Major Low to W. H. Macnaghten Esq., dated 6th October 1832	ib.
No. 73. Abstract of a Letter from the Resident at Lucknow to Mr. Secretary Macnaghten, of 13th October 1832	169
No. 74. Letter from Major J. Low to W. H. Macnaghten Esq., dated 18th October 1832	ib.
Letter from the King of Oude, dated 10th Jumadee ool auril 1247, (or 4th October 1832)	170
No. 75. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 16th October 1832	ib.
No. 76. Letter from Major J. Low to W. H. Macnaghten Esq., dated 16th October 1832	171
Items of Intelligence regarding the present State of Affairs in Oude	172
No. 77. Abstract of a Letter from the Resident at Lucknow to the Secretary to the Governor General, dated 21st October 1832	175
No. 78. Letter from Major J. Low to W. H. Macnaghten Esq., dated 21st October 1832	ib.
No. 79. Letter from Major J. Low to W. H. Macnaghten Esq., dated 8th November 1832	176
No. 80. Abstract of a Letter from the Resident at Lucknow to Mr. Secretary Macnaghten, dated 6th November 1832	177
No. 81. Letter from Major J. Low to W. H. Macnaghten Esq., dated 6th November 1832	ib.
No. 82. Abstract of a Letter from the Resident at Lucknow to Mr. Macnaghten, dated 13th November 1832	180
No. 83. Letter from Major J. Low to W. H. Macnaghten Esq., dated 13th November 1832	181
No. 84. Letter from Major J. Low to W. H. Macnaghten Esq., dated 26th April 1832. (Extract Fort William Political Consultations, 4th June 1832.)	ib.
Letter from W. H. Macnaghten Esq. to Major J. Low, dated 7th May 1832	186
No. 85. Letter from Major J. Low to W. H. Macnaghten Esq., dated 1st May 1832	ib.
Letter from W. H. Macnaghten Esq. to Major J. Low, dated 11th May 1832	187
No. 86. Letter from Major Low to W. H. Macnaghten Esq., dated 19th November 1832. (Extract Bengal Political Consultations, 7th January 1833.)	ib.
Abstract Translation of a Letter from the King of Oude to the Right Honourable the Governor General, dated 14th November 1832	ib.
Letter from his Majesty the King of Oudh, received 20th November 1832	188
Letter from W. H. Macnaghten Esq. to his Majesty the King of Oudh, dated 14th December 1832	ib.
Letter from W. H. Macnaghten Esq. to Major J. Low, dated 14th December 1832	189
No. 87. Letter from Major J. Low to Mr. Chief Secretary Swinton, dated 23d January 1833. (Extract Bengal Political Consultations, 4th February 1833.)	ib.
No. 88. Letter from J. Low Esq. to W. H. Macnaghten Esq., dated 19th October 1832. (Extract Bengal Political Consultations, 12th February 1833.)	ib.
Letter from James Paton Esq. to J. Low Esq., dated 7th December 1832	190
Letter from James Paton Esq. to his Majesty the King of Oude, dated 7th December 1832	ib.
Letter from W. H. Macnaghten Esq. to J. Low Esq., dated 31st December 1832	191
Letter from J. Low Esq. to the Chief Secretary to Government Fort William, dated 20th January 1833	ib.
Abstract of Letter from the Resident at Lucknow to the Chief Secretary to Government, dated 20th January 1833	193
Letter from J. Low Esq. to the Chief Secretary to Government, dated 21st January 1833	ib.
Abstract of a Letter from the Resident at Lucknow to the Chief Secretary to Government, dated the 21st January 1833	195
Intelligence respecting Occurrences in the Country from the 16th of December to the 10th January 1833	196
Letter from J. Low Esq. to G. Swinton Esq., dated 22d January 1833	198
No. 89. Letter from J. Low Esq. to the Officiating Secretary to Government, 12th March 1833. (Extract Bengal Political Consultations, 26th March 1833.)	199
Abstract of a Despatch from the Resident at Lucknow to the Officiating Chief Secretary to Government, dated the 12th March 1833	202
Intelligence of Occurrences in the Country from the 12th January to the 28th February 1833	ib.
No. 90. Letter from J. Low Esq. to the Officiating Chief Secretary to Government, dated 16th March 1833. (Extract Bengal Political Consultations, 3d April 1833.)	206
Abstract of a Letter from the Resident at Lucknow to the Chief Secretary to Government, dated 16th March 1833	209
No. 91. Letter from Major Low to Mr. Acting Chief Secretary, dated 25th March 1833. (Extract Bengal Political Consultations, 9th April 1833.)	210
No. 92. Letter from Major Low to Mr. Acting Chief Secretary, dated 29th March 1833. (Extract Bengal Political Consultations, 16th April 1833.)	ib.
Translation of a Letter from his Majesty the King of Oude to the Address of Major John Low, dated the 18th Ramzaun 1248 H.	211
Translation of a Letter from his Majesty the King of Oude to the Address of the Right Honourable the Governor General, dated 18th Ramzaun 1248 Hijree	212

L I S T.

	Page
No. 1.—The Superintendent of the Indian Navy to the Governor of Bombay; 31st July 1837	1
No. 2.—Captain Denton of the Indian Navy to the Superintendent of the Indian Navy, 22d June 1837	ib.
No. 3.—Captain Haines of the Indian Navy to the Superintendent of the Indian Navy, 6th July 1837	2
No. 4.—Statement of Facts relative to the Loss of the Ship Doria Dowlut, with the Signatures of the Nakhooda and others wrecked in her thereto	3
No. 5.—The Native Agent at Mocha to the Secretary to the Bombay Government, 21st June 1837	ib.
No. 6.—Substance of a Petition from Syed Nouradeen Bokhari to the Bombay Government; without Date	4
No. 7.—Deposition by several Persons belonging to the wrecked Ship Doria Dowlut; without Date	5
No. 8.—Memorandum by the Secretary to the Bombay Government; 7th August 1837	6
No. 9.—The Information of Syed Nouradeen bin Jamal; 1st August 1837	ib.
No. 10.—The Deposition of Syed Tippoo ben Abdonebee; 2d August 1837	10
No. 11.—The Deposition of Peer Mahomed Mistree; 3d August 1837	11
No. 12.—Minute by the Governor of Bombay, subscribed by the Commander-in-Chief, 14th August 1837	12
No. 13.—Minute by Mr. Farish; 22d August 1837	13
No. 14.—Minute by the Governor of Bombay, concurred in by the Board; 4th Sept. 1837	ib.
No. 15.—The Secretary to the Bombay Government to the Secretary to the Governor General of India, 15th September 1837	14
No. 16.—Minute by the Governor of Bombay; 23d September 1837	ib.
No. 17.—Minute by Mr. Farish; 25th September 1837	15
No. 18.—The Bombay Government to the Secret Committee of the Court of Directors of the East India Company, 26th September 1837	ib.
No. 19.—The Secretary to the Governor General of India in Council to the Secretary to the Bombay Government; 16th October 1837	ib.
No. 20.—The Secretary to the Bombay Government to the Superintendent of the Indian Navy; 25th November 1837	ib.
No. 21.—Captain Haines to the Superintendent of the Indian Navy; 20th January 1838	16
No. 22.—The Sultan of Aden to Captain Haines; 11th January 1838	18
No. 23.—Captain Haines to the Sultan of Aden; 11th January 1838	ib.
No. 24.—The Sultan of Aden to Captain Haines; 12th January 1838	19
No. 25.—Draft of a Treaty with the Sultan of Aden	ib.
No. 26.—The Sultan of Aden to Captain Haines, 13th January 1838	20
No. 27.—Captain Haines to the Superintendent of the Indian Navy; 3d February 1838	21
No. 28.—The Sultan of Aden to Captain Haines; 15th January 1838	24
No. 29.—The Sultan of Aden to Captain Haines, 18th January 1838	ib.
No. 30.—Captain Haines to the Sultan of Aden; 19th January 1838	25
No. 31.—The Sultan of Aden to Captain Haines; 20th January 1838	ib.
No. 32.—Captain Haines to the Sultan of Aden, 21st January 1838	ib.
No. 33.—The Sultan of Aden to Captain Haines; 23d January 1838	ib.
No. 34.—The Sultan of Aden to Captain Haines, without Date	26
No. 35.—Captain Haines to the Sultan of Aden, 24th January 1838	ib.
No. 36.—The Sultan of Aden to Captain Haines, without Date	27
No. 37.—The Sultan of Aden to Captain Haines, 23d January 1838	28
No. 38.—Captain Haines to the Sultan of Aden; 24th January 1838	ib.
No. 39.—The Sultan of Aden to Captain Haines; 26th January 1838	ib.
No. 40.—Captain Haines to Sultan Hamed; 28th January 1838	29
No. 41.—Sultan Hamed, written by Syed M. Houssain, to Captain Haines, 28th January 1838	ib.
No. 42.—Captain Haines to Sultan Hamed, 28th January 1838	ib.
No. 43.—Sultan Hamed, written by Syed M. Houssain, to Captain Haines, 29th January 1838	ib.
No. 44.—Captain Haines to Sultan Hamed; without Date	30
No. 45.—Captain Haines to Sultan Hamed, 29th January 1838	ib.
No. 46.—Captain Haines to the Sultan of Aden; 30th January 1838	31
No. 47.—The Sultan of Aden to the Governor of Bombay; 15th January 1838	32
No. 48.—Paper accompanying the Letter of the Sultan of Aden; 15th January 1838	33
No. 49.—Minute by the Governor of Bombay; 26th March 1838	ib.
No. 50.—The Bombay Government to the Court of Directors; 30th March 1838	36

L I S T.

	Page
No. 51.—The Secretary with the Governor General to the Secretary to the Bombay Government, 2d July 1838	36
No. 52.—The Bombay Government to the Secret Committee; 27th August 1838	37
No. 53.—The Superintendent of the Indian Navy to the Governor of Bombay, 23d August 1838	38
No. 54.—Captain Haines to the Superintendent of the Indian Navy; 22d August 1838	ib.
No. 55.—The Secretary to the Government of Bombay to the Superintendent of the Indian Navy, 5th September 1838	39
No. 56.—Draft of a Treaty between the British Government and the Sultan of Aden	41
No. 57.—The Governor of Bombay to the Sultan of Aden; without Date	42
No. 58.—The Secretary to the Bombay Government to the Secretary with the Governor General; 5th September 1838	ib.
No. 59.—The Bombay Government to the Secret Committee; 7th September 1838	43
No. 60.—The Secretary with the Governor General to the Secretary to the Bombay Government; 4th October 1838	ib.
No. 61.—Captain Haines to the Secretary to the Bombay Government; 6th November 1838	44
No. 62.—Captain Haines to the Secretary to the Bombay Government, 7th November, 1838	46
No. 63.—Captain Haines to the Sultan of Aden; 24th October 1838	48
No. 64.—Sultan Hamed to Captain Haines, received 26th October 1838	ib.
No. 65.—The Sultan of Aden to Captain Haines, without Date	49
No. 66.—Sultan Hamed to Captain Haines; without Date	ib.
No. 67.—Captain Haines to Sultan Hamed; without Date	ib.
No. 68.—Sultan Hamed to Captain Haines; without Date	ib.
No. 69.—Captain Haines to Sultan Hamed; 31st October 1838	50
No. 70.—Sultan Hamed to Captain Haines, without Date	ib.
No. 71.—Captain Haines to Sultan Hamed; 4th November 1838	ib.
No. 72.—Captain Haines to Sultan Hamed; 6th November 1838	51
No. 73.—Sultan Hamed to Captain Haines, 6th November 1838	ib.
No. 74.—The Sultan of Aden to Captain Haines; 4th November 1838	52
No. 75.—Captain Haines to the Sultan of Aden; without Date	ib.
No. 76.—Captain Haines to Sultan Hamed; 7th November 1838	53
No. 77.—Captain Haines to the Secretary to the Bombay Government, 7th November 1838	ib.
No. 78.—Captain Haines to the Secretary to the Bombay Government; 13th Nov. 1838	ib.
No. 79.—The Sultan of Aden to the Governor of Bombay; 2d October 1838	55
No. 80.—The Secretary to the Bombay Government to Captain Haines; 28th Nov. 1838	ib.
No. 81.—The Governor of Bombay to the Sultan of Aden; 1st December 1838	ib.
No. 82.—The Secretary to the Bombay Government to Captain Haines, 2d December 1838	56
No. 83.—The Secretary to the Bombay Government to Captain Smith of H. M. S. Volage; 11th December 1838	57
No. 84.—Captain Smith to the Secretary to the Bombay Government; 14th December 1838	58
No. 85.—J. P. Willoughby, Esq., to Captain Haines, 21st December 1838	ib.
No. 86.—The Secretary to the Bombay Government to the Adjutant General of the Bombay Army; 24th December 1838	59
No. 87.—Captain Haines to the Secretary to the Bombay Government; 12th December 1838	60
No. 88.—The Sultan of Aden to Sheik Tyeb Ibrahimjee; received 17th November 1838	62
No. 89.—Captain Haines to the Sultan of Aden, 17th November 1838	63
No. 90.—Sheik Tyeb Ibrahimjee to the Sultan of Aden, 17th November 1838	ib.
No. 91.—Captain Haines to Captain Denton; 20th November 1838	ib.
No. 92.—Sultan Hamed ben Abdulla of the Futehees to Captain Haines; received 22d November 1838	64
No. 93.—Captain Haines to Sultan Hamed ben Abdulla; 23d November 1838	ib.
No. 94.—Sultan Hamed ben Abdulla to Captain Haines; 23th November 1838	ib.
No. 95.—Captain Haines to Sultan Hamed ben Abdulla, 30th November 1838	65
No. 96.—Syed Zau ben Hydroosse to Captain Haines, 29th November 1838	ib.
No. 97.—Captain Haines to Syed Zau ben Hydroosse; 29th November 1838	ib.
No. 98.—Syed Aloose ben Syed Hydroosse to Captain Haines, 30th November 1838	66
No. 99.—Captain Haines to Syed Aloose ben Zau Hydroosse; without Date	ib.
No. 100.—Captain Haines to the Secretary to the Bombay Government, 13th Dec. 1838	ib.
No. 101.—Captain Haines to the Secretary to the Bombay Government, 13th Dec. 1838	67
No. 102.—Captain Haines to the Secretary to the Bombay Government; 15th Dec. 1838	68
No. 103.—Captain Haines to the Sultan of Aden; 14th December 1838	69
No. 104.—Captain Haines to the Secretary to the Bombay Government; 6th January 1839	ib.
No. 105.—Captain Haines to the Secretary to the Bombay Government; 9th January 1839	70
No. 106.—The Sultan of Aden to Captain Haines; 16th December 1838	72

L I S T.

	Page
No. 107.—Sultan Hamed Abdulla, Futehee, to Captain Haines; received 16th Dec. 1838	72
No. 108.—Captain Haines to Sultan Hamed ben Abdulla, Futehee; 22d December 1838	ib.
No. 109.—The Sultan of Aden to Captain Haines; received 23d December 1838	ib.
No. 110.—Captain Haines to the Sultan of Aden; 23d December 1838	73
No. 111.—The Sultan of Aden to Captain Haines; received 24th December 1838	ib.
No. 112.—Captain Haines to the Sultan of Aden; 24th December 1838	ib.
No. 113.—Copy of the Apology required by Captain Haines from the Sultan of Aden	ib.
No. 114.—The Sultan of Aden to Captain Haines; 24th December 1838	74
No. 115.—Captain Haines to the Sultan of Aden; 25th December 1838	ib.
No. 116.—Sultan Hamed ben Abdulla, Futehee, to Captain Haines; received 31st December 1838	ib.
No. 117.—Captain Haines to Sultan Hamed ben Abdulla, Futehee; 31st December 1838	75
No. 118.—Sultan Hamed ben Abdulla, Futehee, to Captain Haines; without Date	ib.
No. 119.—Captain Haines to Sultan Hamed ben Abdulla, Futehee; 2d January 1839	ib.
No. 120.—Syed Zam Hydroosce to Captain Haines; 8th January 1839	76
No. 121.—Apology enclosed in the preceding Letter; 7th January 1839	ib.
No. 122.—Captain Haines to Syed Zam ben Alose al Hydroosce; 8th January 1839	ib.
No. 123.—Captain Haines to the Secretary to the Bombay Government; 10th January 1839	ib.
No. 124.—The Secretary with the Governor General to the Secretary to the Bombay Government; 21st January 1839	77
No. 125.—The Bombay Government to the Secret Committee; 20th February 1839	ib.
No. 126.—Captain Haines to the Secretary to the Bombay Government; 15th January 1839	78
No. 127.—Captain Haines to the Secretary to the Bombay Government; 24th January 1839	ib.
No. 128.—Captain Haines to the Secretary to the Bombay Government; 25th January 1839	ib.
No. 129.—Captain Haines to Sultan M. Houssain Fudhel and all the Chieftains of the Abdalee Tribe, 16th January 1839	80
No. 130.—Sultan M. Houssain, on the Part of all, to Captain Haines; 16th January 1839	ib.
No. 131.—Major Bahe to Captain Haines; 22d January 1839	ib.
No. 132.—Captain Haines to the Secretary to the Bombay Government; without Date	81
No. 133.—Captain Haines to the Secretary to the Bombay Government; 23th January 1839	ib.
No. 134.—M. Houssain Shah Mootee to Captain Haines; without Date	82
No. 135.—Sultan M. Houssain to Captain Haines; 21st January 1839	ib.
No. 136.—Hydra bin Maidee bin Alee Hazzabee to Captain Haines; 22d January 1839	83
No. 137.—Sheik Maidee bin Alee Houssain Tobaree to Captain Haines; 23d January 1839	ib.
No. 138.—Captain Haines to Sultan M. Houssain and his Son Sultan Hamed; 23d January 1839	ib.
No. 139.—Captain Haines to Abdulla Hazzabee, Hamed Hazzabee, Fudhel Hazzaab, Huzzan bin Nansar Hazzaab; 23d January 1839	84
No. 140.—Captain Haines to Syed M. Houssain bin Syed West bin Hamed bin Alee Suffram; 23d January 1839	ib.
No. 141.—Captain Haines to Sheik Maidee bin Alee; 23d January 1839	ib.
No. 142.—Captain Haines to Hydra bin Maidee; 23d January 1839	85
No. 143.—Captain Haines to M. Houssain Shah Mootee; 23d January 1839	ib.
No. 144.—Captain Haines to Sultan Momeh bin Sallar Houshbee; 23d January 1839	ib.
No. 145.—Sultan M. Houssain to Captain Haines; 26th January 1839	86
No. 146.—Captain Haines to the Secretary to the Bombay Government; 5th February 1839	ib.
No. 147.—Sultan M. Houssain to Captain Haines; 31st January 1839	ib.
No. 148.—Captain Haines to Sultan M. Houssain; 3d February 1839	87
No. 149.—Treaty between the English and the Hazzabee Tribe; 31st January 1839	ib.
No. 150.—Treaty between the English and Mohamed Jaffer bin Syed Hydroosce, Chief of Wahert, and all under him; 2d February 1839	ib.
No. 151.—Treaty between the English and the Abdalees; 2d February 1839	88
No. 152.—Treaty between the English and the Sultan Mahomed Houssain and his Children; 4th February 1839	ib.

APPENDIX.

No. 153.—Remarks on Aden or Adden, written by Captain Haines in 1838	ib.
No. 154.—CHART of ADEN.	
No. 155.—MAP of YEMEN.	

India Board, }
28th May 1839. }

JOHN HOBHOUSE.

IX.

CORRESPONDENCE RELATING TO ADEN.

No. 1.

The SUPERINTENDENT of the INDIAN NAVY to the GOVERNOR of BOMBAY.

SIR,

Bombay, 31st July 1837

I HAVE the Honour to forward the Copies of Letters, as per Margin, with the Enclosures, relative to the Loss of a Ship named the Doria Dowlut, which sailed under English Colours and was wrecked near the Port of Aden, where she was plundered, and the Crew and Passengers grievously maltreated by the People of Aden.

It appears from the accompanying Reports that the Ship Doria Dowlut was the Property of the Nawab of Madras, and had on board Two Nakhoodas; the one was Lurry Yous, a Mahomedan, or (as called by Acting Commander Haines) Hajee Fridjee; this Man was the Person who freighted the Ship; the other was Syed Moodeen, who sailed and navigated the Vessel. This last Man has been brought to Bombay, together with Two of his People, by Acting Commander Haines. Lurry Yous went in a Buggalah to Juddah, and is supposed to have taken some Articles of Value with him.

From these Statements, and also from Acting Commander Haines personally, I learn that there can hardly be a Doubt but that Lurry Yous did intentionally lose the Vessel; and there seems no Doubt that, excepting what Property he was able to make away with, the whole has become a Prey to the Sultan of Lahedge or his People. The Conduct of this Sultan throughout, has been that of a barbarous Robber.

The Facts brought forward by Acting Commander Haines being taken from the personal Observation of himself and his Officers may be considered as established.

It is necessary that I should bring to the Notice of your Board the Conduct of the Company's Agent at Mocha, who by no means seems to have done his Duty in giving Protection to these poor Men in their Distress; nor does it appear he took any Pains to get from them a clear Statement of their Case to lay before the senior Naval Officer.

Acting Commander Haines seems to have acted with his usual Decision and Judgment as regards his Communication with the Sultan and his Governor of Aden, and left them no Excuse for their Conduct. I trust his having afforded a Passage to Bombay to the Three Individuals as per Margin, belonging to the Doria Dowlut, and having victualled them from the Ship, will be approved by your Board.

I have, &c.

CHARLES MALCOLM.

No. 1.
The Superintendent
of the
Indian Navy
to the
Governor of
Bombay,
31st July 1837

Acting Commander
Haines' Letter, dated
6th July, stating Facts
relative to the Loss of
the Doria Dowlut
Commander Denton's
Letter, dated 22d June
Deposition by several
Persons belonging to
the Doria Dowlut.

Hajee Fridjee, and
Two of his People.

No. 2.

Captain DENTON, of the Indian Navy, to the SUPERINTENDENT of the INDIAN NAVY.

(Extract.)

H C S. of War Coote, 22d June 1837.

I HAVE the Honour to acquaint you that a Ship named the Doria Dowlut, under English Colours, and belonging to the Nawab of Madras, was wrecked on the 14th of January last, at Three A.M., near Aden; her Value upwards up Two Lacs of Rupees. Fourteen Lives were lost in effecting a Landing; among them the Chief and Third Mates. The Cargo was immediately plundered by the Chief of Aden, and the surviving Part of the Crew and Passengers were treated

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No. 2.
Captain Denton
to the
Superintendent
of the
Indian Navy,
22d June 1837.

IX.

No. 2.
Captain Denton
to the
Superintendent
of the
Indian Navy,
22d June 1837.

the most brutal and cruel Manner by the Bedouins. Among the Passengers were several respectable Females on their Pilgrimage to Mecca. Commander Haines, on his last Visit to Aden, made Inquiries into the Case, and will give you an Account of the whole Transaction.

No. 3.

No. 3.
Captain Haines
to the
Superintendent
of the
Indian Navy,
6th July 1837.

Captain HAINES, of the Indian Navy, to the SUPERINTENDENT of the INDIAN NAVY.

Sir,

H. C. Surveying Brig Palmarus, at Sea, 6th July 1837.

I HAVE the Honour to inform you, that when at Aden, in April, I found that the Property recovered from the wrecked Ship Doria Dowlut, under English Colours, belonging to Madras, was disposed of in the Bazaar, at not One Third its Value. I therefore took the liberty of informing the Sultan of Lahedge and Aden * that the Property and Ship were British, and desired that he would take care of all recovered Property until arranged by Authority from India. I also informed him that I was convinced the British Government would require from him a particular Explanation of their Reason for Plunder and subsequent Ill-treatment to the Parties wrecked. His Answer was; "that he had not ill-treated them, nor had he recovered any Property. He further entreated me to visit him at Lahedge, when he would explain Circumstances fully." In answer, I declined, informing him that Duty prevented such a distant Visit, and that I only in the first instance wished to point out the Error he had been led into; and that a different Line of Conduct was expected from a friendly Ally. He then sent the Governor of Aden to explain Matters to me, every Part of which I knew to be false, which I pointed out to him; he at last offered me her Anchors, Chain Cables, &c., which I declined receiving, telling him I had no Authority to act; but that I again recommended them, if they esteemed the Friendship of the British, at least to preserve the Property for the rightful Owners, who would no Doubt fully remunerate them for their Trouble and Exertion in saving it.

From Aden I wrote to the Agent at Mocha (knowing the Euphrates was not there), to obtain every Information from the People who were shipwrecked, and had by a Bugalah proceeded there. On my Return, finding the Information insufficient, I obtained further from her Commander and some Merchants who were Passengers in the Vessel when lost, the whole of which I do myself the Honour to submit for your Information, and by which you will perceive that the Conduct of the Aden People was most infamous, and their Treatment to the Female Passengers (some of which were respectable) was both disgusting and disgraceful in the extreme. Fortunately no European Female was in the Ship, or they most probably would have shared the same Fate.

I am much inclined, to think that the Ship was wrecked purposely, the Property being well insured, said to be for more than its real Value. My Reason for supposing that she was run on shore on purpose is because Nakhooda Hajee Fridgee, the Owner of the Property, was more than once asked to heave the Lead and alter the Course, as the Water was evidently discoloured; he refused, until the Men did it against his Orders. They were then in Half Three, and she immediately grounded, about Four Miles N. N. E. of Aden. She was plundered by the Lahedge and Aden Arabs of the Abdalee Tribe, the Sultan's eldest Son being present. The Plunder was disposed of by the Government of Aden, principally through the Sultan's Agent; I am certain entirely for the Benefit of the Sultan.

The Nakhooda of the wrecked Ship on the Part of the Nawab of Madras, to whom she belonged, and one of the Merchants, being in Distress and wishing to return to their native Country, I have given them a Passage in the Vessel under my Command, upon native Allowance of Provisions, which Act I hope will meet your Approval.

I have, &c.

S. B. HAINES.

Aden is the Sea Port of Lahedge, the Capital from which is distant 16 Miles. At Aden is a Governor, who is subject to the Sultan of Lahedge.

IX.

No. 4

Statement of Facts
relative to the Loss
of the Ship Doria
Dowlut.

No. 4.

STATEMENT of Facts relative to the Loss of the Ship DORIA DOWLUT, with the Signatures of the Nakhooda and others wrecked in her thereto.

THE Ship Doria Dowlut, belonging to the Nawab of Madras, under English Colours, was freighted for the Voyage to and from Juddah by Hajee Ensof, for the Sum of 8,250 Rupees. Her Cargo consisted of Sugar, Silks, Shawls, Cloth, Kinkaub and other Kinds, 600 Bottles of Attar of Roses, and other Articles from Elbian; we took Pepper, Cocoa-Nut Oil, and Cloth, with numerous Passengers, some of whom were respectable, with their Families.

We arrived safe at Cochin, and received more Bales of Cloth; then left for the Red Sea. On the 14th January, at Three o'Clock A. M., we ran on shore in Goobut Saylan. As Daylight dawned, we were surrounded by Bedouins from Aden, who seized our Boats, and came on board, when the Scene of Plunder commenced: the Women were driven aloft, while Chest and Baggage was plundered; they were then permitted to go with me on a Raft we constructed to save our Lives. As we drew near the Shore, I was seized, as well as the rest, dipped under Water several Times, and then stripped, naked; the Females were treated the same in regard to Clothing, but underwent the most disgusting Insults, and were most indelicately examined to ascertain if they had Money or Jewels hid, and some of the best-looking were only saved from being taken away by the Intercession of a Priest. Having satisfied themselves we had no Property, we were driven away, and we all, both Male and Female, proceeded to Aden in a State of Nudity, where, through the Kindness of the Priest, Syed Zair Hydroose, we were supplied with a coarse Waist Covering and some Food. Most fortunately a Bugalah under English Colours, belonging to Sheik Abdulla Suffee, was at Anchor, from Bombay; he took Compassion upon us, gave us Food, and a Passage to Mocha. Before quitting Aden, the Sultan, hearing of my being on board the Bugalah, sent some Bedouins on board, and took me on shore, where he obliged me to sign a Paper, under Fear of Death, to say they had not ill-treated us; thus compelled, to save Life and to escape from their Hands, I signed a Falsehood.

I arrived safe at Mocha, and met the late acting Agent, Abdool Russool, who gave me a Man to take me to the Agent. On my arriving there, I was directed to come To-morrow; I did so, and he gave me One Dollar for Food for myself and Crew. He asked me if I had Witnesses to prove all I had said, and he took their Depositions. He afterwards gave me Two Dollars more. Such Sums being insufficient for myself and Crew for many Days, we were obliged to beg, which we did until Dwarka, a Baman, fed us, and provided us with a Passage to Juddah, to see the Captain of the Government Ship there.

On my Arrival at Juddah, the Euphrates had left for Mocha, so I returned again to Mocha in Zachariah's Ship, the Commander of which kindly took Compassion on me and some of my Men; and some Acquaintances have clothed me. The Ship was valuable; I should think she had Two Lacs of Property on board.

Witness the Truth thereof.

SYED NOURADEEN NAKHOODAH PEROO.
HAJEE MAMBARUCK.
HAMED BEN SALEM BAKAJEE.
HYDROS BEN ALLOMJEE.
SYED MAHOMED AMAR BEN ATDUNUBBER.

No. 5.

The NATIVE AGENT at Mocha to the SECRETARY to the Bombay Government.

(A. C.)

I BEG to state, that Syed Nouradeen Bokhari presented a Petition to me regarding a Vessel which had been wrecked off Aden, in consequence of which I took the Depositions of the Lookanee, Serang, and Misturees, in their own Writing, as to the Circumstances that occurred.

(96.)

I then

No. 5.
Native Agent
to
the Secretary to the
Bombay
Government,
21st June 1837

21st June 1837.

IX.
 No. 5.
 Native Agent
 to
 the Secretary to the
 Bombay
 Government.
 21st June 1837.

I then told the above Syed Nouradeen that the Euphrates, Captain Rogers, was expected from Juddah; that he should stay in Mocha, and that on his (Captain Rogers') Arrival, I would adopt such Measures as might be deemed proper by the Captain.

Syed Nouradeen, however, went to Juddah, and did not remain at Mocha; in the meantime the Euphrates arrived from Juddah, when I brought the above Petition to the Notice of Captain Rogers, and he asked where Syed Nouradeen was; I said he had gone to Juddah. Captain Rogers then rejoined, that had Syed Nouradeen been present Measures would have been adopted.

Afterwards the Coote, Captain Denton, came in from Bombay, and I mentioned to him also the Subject of the Petition. Meanwhile Syed Nouradeen returned from Juddah, and visited Captain Denton on board the Coote, when the Captain told him to see him in company with me: he accordingly came to me, and as I was sick at the Time, I told him that I would accompany him after a few Days. To this he assented; but he did not appear again. I, however, sent for him, when he said he would come after seeing Captain Haines.

Afterwards Captain Haines caused me to be informed, that Captain Denton intended to be on shore; and Syed Nouradeen told me that he had withdrawn the Petition given to me.

I have heard from private Sources that Syed Nouradeen has got an Adviser, by whose Advice he acts." He intends to go to Bombay in the Palmurus.

I enclose herein the Petition and the Depositions of the Witnesses. The Nakhooda, Ahmed ben Khundar, of the wrecked Vessel, has not come to me to enable me to make an Inquiry.

I beg you will be pleased to apprise the Governor in Council of all the above Particulars.

No. 6.

No 6
 Petition from Syed
 Nouradeen Bokhari
 to the
 Bombay
 Government

SUBSTANCE of a PETITION from SYED NOURADEEN BOKHARI to the BOMBAY GOVERNMENT, without Date, accompanying the Mocha Agent's Letter of 21st June 1837.

THE Complaint of Syed Nouradeen Bokhari, Agent of the Ship Doria Dowlut, belonging to Nawab Ahmed Nissa Begum of Madras, is, that one Lurry Yous hired the above Vessel, and employed a Nakhooda (native Captain), by Name Ahmed ben Khundar, on his Part, to superintend the Cargo, as also a Molim (Pilot); that at the Port of Calcutta the Ship was laden with 3,450 Bags of Rice, 70 of Sugar, and 25 Bundles of Piece Goods, and she sailed to Aleppee, where also she took on board 350 Bags of Rice.

That on the Arrival of the Vessel at Aleppee, Syed Nouradeen (Complainant), the Agent of the Ship, told the Nakhooda to dismiss the Molim placed by Lurry Yous, to which the Nakhooda replied, that the Molim belonged to him, and could not therefore be discharged, and that Lurry Yous had given him (the Molim) full Authority; when Syed Nouradeen rejoined, that he (the Nakhooda) should hold himself responsible for any Accident that might happen to the Vessel; to testify which I can produce Witnesses.

That from Aleppee the Ship weighed Anchor for Cochin, where she received on board 35 Bundles of Cloth of Malabar Manufacture; and then she sailed onward to Mocha, and arrived in some Days off Aden, and got the Jolly-boat in readiness.

Next Day a Person said to the Molim "the Coast is near, and do not let the Ship sail fast"; these Words were, however, not listened to. The Serang also said that the Land was in sight, and that the Waters of the Sea appeared White; Three Hours after the Lookanee repeated the same to the Molim, who however did not attend to any one of them. Syed Nouradeen (Petitioner) then went to the Nakhooda, and said, "All Persons tell your Molim that the Land is in sight, and the Waters of the Sea appear whitish, but he will not listen to any of them." Nakhooda Ahmed replied, "Whatever my Molim does I must consent to."

Three Hours after Midnight the Vessel struck the Ground, and Syed Nouradeen told the Nakhooda and the Molim to throw the Cargo overboard, that the Weight might be lightened, and the Vessel might get off; but this was not assented to.

At Daybreak Nakhooda Ahmed ran away in the Jolly-boat, and 10 Hours after he Molim and all the Crew also got into the Jolly-boat and went away; the Boat however

however, was upset in the Way, and the Molim and 10 of the Crew were drowned; some Lascars only got to the Shore.

The Vessel was left by all except Syed Nouradeen and Five other Persons, who had taken up their Position on the Mast for the whole Day and Night.

Nakhooda Ahmed sent Boats to clear the Ship of the Cargo, but Syed Nouradeen and the other Five Persons were not taken into the Boats; they, however, followed that Boat on Pieces of Plank tied together, and reached the Shore, where the Arabs plundered them. They afterwards arrived at Aden, and remained there for 15 Days.

The Nakhooda was securing the Guns and the other Things in the Vessel, and after 15 Days the Sultan of Aden told Syed Nouradeen (Petitioner), that he should take away the Things belonging to the Ship, and pay him 10 Kooroosh (Piastres) for every Hundred Kooroosh worth of those Things.

Syed Nouradeen replied, that after such a Length of Time the Things on board had almost all been lost, that he did not require them, nor had he Money to pay for them.

The Sultan then demanded a Writing from him, stating that he had no Claim on the Sultan on account of the Vessel, and threatened them with Detention in case he refused to give the Release Notes.

I (Syed Nouradeen) accordingly passed a Writing to the Effect that I had not the least Claim on the Sultan, but that my Claim existed against Lurry Yous. To prove this I have Witnesses.

No. 7.

DEPOSITION by several Persons belonging to the wrecked Ship DORIA DOWLUT, the Property of the NAWAB of Madras, lately wrecked off Aden, which had been taken up by a Native of Mocha named Lurry Yous.

We sailed from Calcutta on the 16th Ramazan (25th December 1836) 1252 Hegira, in the Ship Doria Dowlut, belonging to the Nawab of Madras, which Lurry Yous had taken up at Calcutta, to go to Juddah and return thence.

There were 3,450 Bags of Rice on board, 80 Bags of Sugar, and 25 Pieces of Bengal Cloths, &c., and 12 small Parcels, and 12 Jars of Preserves, and One large Box of Brocades, and 600 Boxes of Attar, and the rest is known well by Lurry Yous.

From Aleppce was also embarked Rice, Ginger, and Pepper, and Cocoa-nut Oil (25 Casks full), Eight Cases of Cloth, and Two Chests besides.

From Cochin 35 Bundles of Cloths. We then sailed (for Arabia), and our Ship was wrecked off Aden on the 14th Zilkau (20th February 1837), and the People of Aden came and plundered us, and we threw ourselves into the Sea, and some of us got into Boats; the Boats, however, upset, and 10 Persons were drowned.

The Aden People took the Goods away from the Ship, but would not save the People.

Among those People who escaped safely to the Shore were some Women. These they made naked, and searched for Gold.

They recognized me, Nouradeen, who was on the Part of the Nawab, and they kept me forcibly under the Water; but God preserved my Life.

I arrived at the Port of Aden, and I wished to go to Mocha, and some People were with me; we hired a Boat belonging to Syed Abdulla Suffee for 23 Rials.

As I was about to leave, Two Soldiers came and turned me back, and told me to give a Writing that we had no Demand against the Sultan, or they would throw me into Confinement.

This Writing I gave in the Presence of Syed Abdulla Suffee, viz., that I had no Complaint, in order that I might escape out of the Hands of these Villains.

I then went with the Syed to Mocha, and I met Abdool Russool, and asked him where the House of the British Agent was; he gave a Man to accompany me, and I went to the House of the Vakeel.

The Vakeel told me to come To-morrow. I went another Day, but did not find him at home; the Third Day I saw him, and he gave me One Rial.

He told me to state in Writing what had happened to me.

I wrote a Statement and carried it to him; he asked if I had Witnesses, and I took the Witnesses I had to him. He took down the Names of the Witnesses in Writing, and kept it with him.

IX.

No. 6.
Petition from
Syed Nouradeen
Bokhari
to the
Bombay
Government.

No. 7.

Deposition of
Persons belonging
to the Ship
Dona Dowlut.

6. CORRESPONDENCE RELATING TO ADEN.

IX.
No 7.
Deposition of,
Persons belonging
to the Ship
Dona Dowlut.

An English Ship then arrived from Juddah, and was going to Bombay. The Vakeel to put me on board to go to Bombay, when he told me the Ship would not take any one.

Then the Steamer arrived. I wished to go to the Captain, but the Vakeel said he would go to him about my Affairs. The Vakeel, however, returned, and said the Steamer would not take any one.

As we knew no one, and had nothing, we went to a Banian, who gave us a Place, and Money for our Expenses; and we went every Day to the House of the Vakeel to see him, but they turned us away from the Door.

We suffered much, and we cried grievously at the Door of the Vakeel.

Afterwards we went with the Sailors in a Bugalah to Juddah, and we wished to find a Government Ship, but when we came to Juddah the Government Vessel had gone to Mocha.

We then went in the Ship of Zachariah to Mocha.

When at Mocha I went to the Captain of the Coote, who asked me who I was, and whence I came. I told him that I was the Nakhooda of the Nawab's Ship, which had been wrecked near Aden.

The Captain then asked me why I had not gone to the Vakeel.

I said I had gone to him; the Captain said the Vakeel said I had not waited on him.

He then told me that he did not understand my Language, and that I should go to the Vakeel.

I then went to the Captain of the Palinurus, as I heard he had a Government Moonshee on board.

The Captain told me to give a Statement of my Case to him in Writing; and this is the same.

SYED NOURADEEN.
HAJEE MAMBARUCK.
JAFFEN MOONSHEE.
UEDROOD BIN ALLANEE BIN.
ABDOOLLA OOL JUSTENIT BOA ALLOVER.

I testify as to the Acts of the People of Aden.

SYED BEN ABDOOR NUBBEE.

And other Signatures undecipherable.

No. 8.

No. 8.
Memorandum
by the
Secretary to the
Bombay
Government,
7th Aug. 1837

MEMORANDUM by the SECRETARY to the BOMBAY GOVERNMENT; dated 7th August 1837.

In consequence of the very serious Outrage committed against the People and Passengers on board the Doria Dowlut, a Ship belonging, it is said, to the Nawab of the Carnatic, and sailing under British Colours, by the Sultan of Aden, it will probably be requisite for this Government to take strong Measures for exacting Reparation.

Having found that the Parties were in Bombay, I requested the senior Magistrate of Police to take their Depositions, in order that Government might have proper documentary Evidence before them, as the Statements already received were rather unsatisfactory, and had not been taken before a Magistrate.

I now circulate these Depositions, and respectfully suggest that they should be sent up to the Governor; the former Proceedings being at Dapoolee.

W. H. WATHEK.

No. 9.

No. 9.
Affidavit of
Syed Nouradeen,
1st Aug 1837.

The INFORMATION of SYED NOURADEEN BIN JAMAL, Inhabitant of Bombay, taken upon Oath before me Edward Eden Elliot, Esq., one of Her Majesty's Justices of the Peace for the Town and Island of Bombay, on Tuesday, the 1st Day of August 1837,

SAITH, I am a Native of Columbo, where my Wife and Family are now living. About Four Years ago I went to Calcutta, and was there employed by Captain Jellicoe, as Nakhooda of one of his Vessels which traded to the Malay Coast, and I left that Employ, in consequence of Sickness, about a Year and a Half ago.

On

CORRESPONDENCE RELATING TO ADEN.

Ramazan last (10th December 1836), I was appointed Nakhooda of the Doria Dowlut, of 225 Tons, which Vessel belonged to Begum other of the present Nawab of Madras. I received a Letter from appointing me to the Situation. I took charge of the Doria Dowlut from a Person named Luchmee Pursad, who had navigated the Vessel from Madras. She had then been freighted by an Arab Merchant, Fridjee Ensof, to take a Cargo, of Rice, Sugar, and Piece Goods to Juddah, and was then loading: the Goods marked "A" in the annexed List were shipped. About Three Days afterwards the Chief Officer came to my House on shore, and told me that the Ship was completely laden, and that the Arab Merchant before mentioned wanted to put some more Freight into her. I desired him to report the Circumstances to the before-mentioned Luchmee Pursad, who acted as an Agent to the Vessel, and who had freighted her to the Arab. Luchmee Pursad sent the Officer to inform the Merchant that the Vessel was overladen, and to require that he would send no more Freight on board. The Officer went as directed, and the Merchant discharged him, and engaged another Person named Abdulla Muscatta in his Place. On the 17th of Ramazan (26th December 1836), the Vessel was ready for Sea, and I went on board of her. Her Crew was composed of One Nakhooda, One Supercargo, Two Officers, One Serang, One Tindal, One Lookanee, One Carpenter, and Twenty-two Kalashees; there were also on board as Passengers Ten Pilgrims. We sailed from Calcutta on the same Day, and Three Days afterwards we arrived at Saugor, where the Pilot left the Vessel. Soon after he had gone, the Supercargo, Ahmed Bokhider, produced a Paper written in the Arabic Language, signed by Luchmee Pursad and the Arab Merchant who had freighted the Vessel. It was agreed, as stated in the Paper, between the Parties aforesaid, that the Ship was to be commanded and navigated by the Chief Officer Abdulla, under the immediate Orders of the Supercargo, and that I had no Authority in the Command or Navigation of the Vessel; but that my Duty was merely to see that the Vessel and her Stores were not injured. I accordingly gave up the Command, and took no further Responsibility upon myself; the Chief Officer on taking Charge directed the Ship's Course towards the Andaman Islands, instead of going towards Ceylon. The Vessel sailed in that Direction Four Days, when I asked the Second Officer, Sheik Mahomed, what Course they were steering; he replied, "towards Andaman." I asked him why they were going to Andaman; he replied he did not know, that he was not in command of the Ship. I then went to the Supercargo, who was then in his Cabin, and told him that the Ship was not going on her proper Course; that she was going towards Andaman, instead of Ceylon. The Supercargo called the Chief Officer Abdulla, and asked him why he was steering the Vessel out of her Course; Abdulla said he was keeping her on that Course in order to avoid a strong Current which sets from the Eastward through the Straits which separate Ceylon from the Continent of India. I said that there was no Current, and that there was no Danger. The Supercargo and Abdulla then asked me if I would be answerable for any Damage that might be done by their steering direct to Ceylon; I told them that I would, and the Vessel's Course was then changed. When we had sailed Nine Days towards Ceylon, I asked the Second Officer when we would see the Land; he said, "To-morrow Morning." Early the following Morning the Second Officer called me on the Poop, gave me a Spy-glass, and requested me to look in the Direction he pointed out; I looked through the Glass, and distinctly saw the Land. Abdulla was present, and said it was not the Land, but merely a Cloud, and that we would not see Land for Two Days more. In the course of an Hour, however, the Land was quite visible with the naked Eye. I then went to the Supercargo, and told him, that if it had been Night, in all Probability the Ship would have run on shore, and been lost, as the Chief Officer Abdulla said that we should not see Land for Two Days, which was then within a few Miles of us. The Supercargo then directed the Second Officer to steer the Vessel to Aleppee, where we arrived on the 10th of Shavuleed (10th January 1837). We remained there for Four or Five Days, and received some more Freight marked "B" in the annexed List, on board; and also 17 Passengers, among whom was a Singapore Merchant, named Syed Tippoo ben Abdul Nabee, with his Family. The Ship was then very much overladen, and I requested the Supercargo to discharge the Chief Officer, and engage another; he told me he had not the Power to do so, that Abdulla had been engaged by the Merchant who owned the Cargo, and that it was not in his Power to discharge him. I then told him that I would not be responsible for any Accident that may occur to the Vessel. We sailed from Aleppee, and the next Day put in at Cochin, where One of the Cables, the Messenger, and other

*IX.
No. 9.
Affidavit of
Syed Noufudeen,
1st Aug 1837.

IX.

No 9.
Affidavit of
Syed Nouradeen,
1st Aug. 1837.

Ships Stores were thrown overboard to make room for more Freight; and the Articles marked "C" in the annexed List were taken on board. I remonstrated against throwing the Stores overboard, when the Supercargo said I had nothing to do with the Ship, and that they would do as they liked. We remained at Cochin Two Days, and then sailed for Juddah on the 14th of Zilkaud (17th February), at Noon. When the Second Officer had finished taking the Sun, I asked him when we should see the Land; he said that at Midnight we should be abreast of Aden. The Chief Officer said we were a long Way off the Land, and that we would not be able to reach Aden that Night. That Night I sat on the Deck talking with Syed Tippoo aforesaid, until 12 o'Clock, when Abdulla came and asked the Second Officer, who changed the Course more to Seaward, why he was keeping the Ship so far from the Land; the Second Officer said that the Land was very near, and that if he kept her on the Course she had before gone she would run ashore. Abdulla said that the Land was a great Distance off, and ordered the Vessel to be steered as before. About Two o'Clock in the Morning the Seiang came and told the Chief Officer that the Water was White, and requested to be allowed to heave the Lead; Abdulla abused him, and ordered him to go forward. I then told the Supercargo that Abdulla was steering the Vessel on shore; he desired me not to interfere, that I had nothing to do with it. Soon afterwards one of the Lookanees came and told Abdulla that he could hear the Breakers; Abdulla also abused him, and ordered him forward. About Half an Hour after this, at Three o'Clock, the Vessel struck on the Shore; nothing was done to try to save the Vessel; the Anchor was not let go, and the Sails were allowed to remain unfurled. The Vessel remained beating against the Beach until Six o'Clock, when the Anchor was let go, and the Supercargo, with Four Kalashees, left the Ship in the Jolly-boat for Aden, which we could see at some Distance. The Vessel made a great deal of Water, but was kept clear with the Pumps until 10 o'Clock, when they were choked with Sand, and there was then Six Feet Water in the Hold. The Chief Officer then ordered out the Long-boat, which I observed was cleared away Two Days before. As soon as the Long-boat was put in the Water the Two Officers and the whole of the Crew got into it; I also attempted to get into it, but the Chief Officer cut the Rope which held it to the Ship, and they rowed towards the Shore. When they reached the Breakers the Boat upset, and I was afterwards told at Aden, that the Two Officers, and a Number of the Crew were drowned. About Four o'Clock in the Afternoon Two small Bugalaha came to the Ship from Aden; their Crews came on board and plundered the Passengers of their Baggage, and loaded their Boats with the Vessel's Cargo. The Wife and Mother-in-Law of Syed Tippoo gave the Arabs 200 Dollars to take them on shore, which they did about Five o'Clock in the Afternoon. The Vessel filled with Water, and the Sea, when the Tide rose, washed on her. I and the Passengers went into the Tops, where we remained all Night. One old Woman was washed overboard. The next Day the same Two Bugalaha came again to the Vessel; we asked them to take us on shore, or give us some Food, but they refused to do either; they loaded their Boats, and went away as they had done before. At Night we again ascended to the Tops, and the following Day we constructed a Raft, and I, Syed Tippoo, and Three others, Two of whom were Females, went on shore on it, and as we left the Ship I saw a Boat coming towards it. We reached the Shore, and before we had Time to land, several Arabs who were on the Beach knocked us back again into the Water, and then laid hold of us, took the whole of our Clothes off us, and brutally insulted the Females. They then went away, leaving us naked; and soon afterwards a Horseman came there, and seeing us in that State, gave each of us a small Piece of Cloth; we then proceeded to Aden, where a Syed gave us some Clothes and Food. We found several of the Crew at Aden, who informed us that the Two Officers and some of the Crew had been drowned when the Long-boat upset.

The Syed who gave us the Clothes and Food told us that he, at the Request of Syed Tippoo's Wife, had sent a Boat to the Wreck to bring off the Passengers, who soon afterwards arrived, after having been plundered of their Clothes and other Valuables by the Arabs, as they landed from the Boat. While we remained at Aden, I saw the whole of the Doria Dowlut's Cargo, Store, &c. brought to the Custom House. The Cargo taken in at Calcutta was divided into Three Shares, and the Sultan of Aden took Two Shares, and the Supercargo, Ahmed Bokhider, took the other; the Remainder of the Cargo and Stores were taken by the Sultan. After remaining in Aden 15 Days, I engaged a Passage in an Arab Bugalah to Mocha, for myself and the Crew and Passengers of the Doria Dowlut; and as

we were embarking at the Bunder of Tavoy, about Six Miles from Aden, Two of the Sultan's Sepoys came and took me into Custody; they carried me back to Aden, and then took me before the Sultan's Son, who offered me 4,000 Dollars if I would give him a written Promise that I would not make a Report to the British Authorities regarding the Loss and Plunder of the Doria Dowlut. I did not agree to this, and was sent to Prison. The same Day, about Four o'Clock in the Afternoon, I was taken to the House of the Syed before alluded to. The Minister of the Sultan and several other Arabs were there; the Minister requested me to sign a Paper which was written, and explained to me by the Nakhooda of the Bugalah in which I had engaged a Passage to Mocha. This Document was a Declaration that I would not make any Complaint to the British Government against the Sultan of Aden, about the Plunder of the Ship. I refused to sign it; and the Minister and the other Persons present advised me to do so, saying, that if I did not do it, I would be put in a Cave in a Mountain and not be allowed any Food. I was afraid that they would kill me, and I therefore signed the Paper: but I did not receive the Dollars. The following Morning I was set at liberty. I immediately proceeded to the Bunder, and embarked, with the Crew and Passengers of the Doria Dowlut, on board of the Bugalah, and the same Day we sailed for Mocha, where we arrived, after being Two Days at Sea. We landed on the Bunder, and proceeded to the Gate of the Town, where we met a Person named Abdool Russool, whom I requested to point out the House of the Company's Vakeel; he pointed out the House, and we all went there. The Vakeel, Sheik Tijeb, came out of his House, and asked who we were. I told him the Circumstances connected with the Loss of the Vessel, as above deposed. The Vakeel then told me, if I would give him 10,000 Dollars, he would manage my Business properly. I told him I had no Money, or anything in the World, except the Piece of Cloth round my Waist. He then requested that I would give him an Order on my Master for that Sum, which I refused to do. He then ordered us to go away. I told him we were quite destitute, and had nothing to eat. He replied, "Go away, I will give you nothing." We went away, and remained that Night in the Town without any Food. The following Day we again went to the Vakeel; I told him that we were the Subjects of the Company, and utterly destitute, and as he was their Agent I requested him to give us something to eat; he gave me Three Dollars, and told me to go and get a Statement of my Case written out; and he also requested all of the others who were able to write to make out a Statement of the Case. About Eight Days afterwards we went again to the Vakeel with our written Statements; there were Four besides mine; we were then starving for Food. I asked the Vakeel to give us some more Money; he refused to give us any, and drove us from his Door. The following Day I again went to the Vakeel, and told him that if he did not give me some Food our People would die. The Vakeel said nothing, but one of his meanest Servants gave me a Shove which nearly threw me down. A Sepoy of the Moonshree of the Commander of the Palinurus was standing by, and saw this Occurrence. The same Day a Banian Merchant, named Dwarka, met us in the Road, and seeing our destitute and naked Condition, asked what was the Matter. I told him how we came to Mocha, and of the Usage we had received from the Company's Vakeel. He took us to his House and provided us with Food, and gave us a Room to live in. One Day, while we were living with the Banian, a Steamer came to Mocha, and so soon as I heard of her Arrival, I went to the Bunder to endeavour to get on board of her; I had no Money to pay for a Boat; while I was waiting there the Vakeel came and asked me what I was doing; I told him I was watching for an Opportunity to get on board the Steamer; he said it was no Use for me to go, as the Captain could do nothing for us, he had no Order to give any one a Passage. I then returned home, and soon afterwards one of the Kalashees of the Doria Dowlut told me that he knew one of the Steamer's Boat's Crew, and had gone on board with him, and that he had reported to the Captain the Loss of the Doria Dowlut, told him that her Crew were starving on Shore, and requested him to give them a Passage to Bombay; he also said that the Captain of the Steamer said that they were then heaving up the Anchor to go away, and that he could not wait for them, otherwise he should have been very glad to take them. We remained there Twenty-three Days, when I was informed that one of the Company's Vessels was at Juddah; I therefore dispatched the Crew and Passengers of the Doria Dowlut to that Place in different Bugalahs, and also went there myself. When we reached Juddah the Ship was not there, and I was informed that it had gone to Mocha. We remained at Juddah about Seven Days, and then sailed for Mocha.

IX.
 No. 9.
 Affidavit
 of
 Syed Nouradeen,
 1st Aug 1837.

in a Ship belonging to Hajee Zachariah, of Bombay. When we reached Mocha, we found Two Company's Vessels there, the Cootie and Palinurus. I immediately went on board the Cootie, and told the Captain about the Loss of the Vessel. He asked me why I did not come to Mocha at first; I told him that I had left Mocha a Month and a Half before in quest of a Company's Vessel. The Captain said that the Vakeel told him that I had not been there, and then directed me to go to Captain Haines of the Palinurus, and relate the whole of the Circumstances to him. I then went on Shore, and met Captain Haines's Moonshee, who took me to his Master. I related all the Circumstances connected with the Wreck as above deposed. Captain Haines asked me why I did not come to Mocha, and go to the Company's Vakeel; I told him that I did come to Mocha, and also how the Vakeel had ill-used us, as before stated. The Vakeel was sent for, and Captain Haines asked him if I had applied for Relief; he said that I had, but that I was not a Nakhooda. The Captain then sent me with a Note to the Kazee to prove that I had been appointed Nakhooda of the Doria Dowlut; the Kazee examined several Witnesses which I brought forward, one of whom was a Bengal Merchant, who had seen the Letter from the Begum appointing me; the Kazee sent a Copy of his Proceedings, which proved that I was Nakhooda of the Doria Dowlut, to Captain Haines, who sent for the Vakeel, and desired him to read them; he did so, but did not say a Word. Captain Haines then took down my Statement of the Loss of the Doria Dowlut. We remained at Mocha about a Fortnight, and I, Syed Tippoo, and the Carpenter of the Ship embarked in the Palinurus, and arrived in Bombay on the 13th of July. Further I say not.

SYED NOURADEEN.

Taken and sworn, the Day, Month, and Year herein first above written, before me,
 E. E. ELLIOT,
 Justice of the Peace.

No. 10.

No. 10.
 Deposition of
 Syed Tippoo,
 2d Aug 1837.

The DEPOSITION OF SYED TIPPOO BEN ABDONEBEE, Inhabitant of Bombay, taken upon Oath before me Edward Eden Elliot, Esq., one of His Majesty's Justices of the Peace for the Town and Island of Bombay, on Wednesday, the 2d of August 1837,

SAYS,—I am a general Merchant, and reside at Singapore. I left Singapore in the Month of December last on board the Ship Jamsetjee Jejeebhoy, to proceed to Bombay, and thence on a Pilgrimage to Juddah. I took with me my Wife, her Mother, Three other Females, and a Servant; I also shipped Goods, as per List, which I intended to dispose of in Arabia. On the 3d of January, the Jamsetjee Jejeebhoy was cast away on Ceylon; the whole of the Cargo was saved, and landed at the Custom House at Point de Galle. I took a Passage to Aleppee for myself and Family in a Schooner, bringing with us our Baggage and the Goods named in the List; the Day after my Arrival at Aleppee, the Doria Dowlut came there, and understanding that she was bound to Juddah, I agreed with the Supercargo Ahmed Bokhider to take my Family and Goods there for Seventy Dollars, and the following Day we were embarked. Two Days afterwards we sailed, and the next Day put in at Cochin, where some Goods belonging to Hajee Zachariah were taken on board. We remained there Two Days, and then sailed for Juddah. One Night about Twelve o'Clock, when we had been some Days at Sea, the Nakhooda of the Ship, Syed Nouradeen, and I were sitting near the Compass talking, the Second Officer was on Watch, and the Chief Officer came to him, and asked him why he was not steering the Ship her proper Course: The Second Officer replied, that if the Ship was kept on the same Course she had before gone she would run on shore. The Chief Officer then said, "It is now past Twelve o'Clock, and is my Watch on Deck; you therefore may go to your Berth." I then went away and fell asleep. When I awoke at Three o'Clock there was a great Noise on Deck, and I felt some severe Shocks. I immediately went on Deck, and found that the Vessel had been run on shore. I requested the Chief Officer to furl the Sails, and to let go the Anchor; I also desired the Supercargo to throw overboard a Part of the Cargo to lighten the Vessel, that she might float off; neither of them paid any Attention to me, and nothing was done to try to save the Vessel. After Day-break the Supercargo and Four Kalashees lowered down the Jolly-boat, and rowed towards Aden, which we could see. About 10 o'Clock the Pumps choked, and the Vessel began to fill with Water. The Chief Officer then ordered

ordered the Long Boat to be hoisted out, and he and the whole of the Crew got into it, but the Chief Officer cut the Rope and prevented us; the Boat then pulled towards the Shore, and when it got among the Breakers it upset. About Four o'Clock in the Afternoon Two Bugalahs came from Aden to the Wreck; their Crews came on board; the first Things they seized were my Goods and Baggage, which they put into one of the Bugalahs; and then I offered them 200 Dollars to take my Wife and Daughter and my Mother-in-Law on shore; they agreed to it, and accordingly took them. About Five o'Clock the Sea rose and washed over the Vessel; One Woman was washed overboard. We, in consequence of the Danger of remaining on Deck, went up in the Tops, and remained there all Night. The following Morning the Two Bugalahs returned, and their Crews again loaded them; I begged of them to take us on shore, or give us something to eat; they would not do either, but left us on the Wreck without any Food; we again went into the Tops, and remained all Night. The following Morning we constructed a Raft, and I, the Nakhooda, Two of my Women, and my Servant, got on to it, and reached the Shore, where a Number of Arabs attacked us, and stripped us quite naked, and brutally ill-used the Women. We lay on the Sand some Time, and a Trooper came to us, and seeing our Condition he gave us each a small Piece of Cloth. We then proceeded to Aden, and a Syed took us into his House, and gave us some Food and Clothing. I found my Wife at the Syed's House; she told us that the Arabs stripped her of her Jewels and Clothes; she also said, that she had sent a Boat to bring us from the Wreck. I saw that the whole of the Cargo, Stores, &c. of the Doria Dowlut were taken to the Custom House at Aden.

I went there and saw them, and I was informed by the Syed, with whom I stopped, that One Third of the Cargo shipped in Bengal was to be given to the Supercargo, and all the rest was to be taken by the Sultan. We remained in Aden fifteen Days, and then proceeded to Tavoy Bunder to embark in a Bugalah for Mocha. As we were going on board, the Nakhooda was seized by Two Persons, and taken back to Aden. He returned the following Day, and we sailed for Mocha. When we arrived there the Nakhooda and the Crew went to the Company's Vakeel to ask for something to eat, and to report the Loss of the Doria Dowlut. I did not go with them; I remained in a Verandah with my Family. The Nakhooda returned, and said that he could not get any Relief from the Vakeel. A Day or Two afterwards I went myself to the Vakeel's House, and requested him to give me something to eat for my Wife and Family. The Vakeel said that he could give me nothing, and he could not recover what I had lost. The following Day the Nakhooda came to me, and said that the Vakeel wanted my Wife, to give her something. I sent my Wife and the Two other Females with the Nakhooda. About an Hour afterwards my Wife and her Two Companions returned, crying. My Wife said that the Vakeel gave the Nakhooda Three Rupees, and sent him away, and that he then said to her, "Your Husband is now poor; he has nothing for you to eat; you had better come and live in my House with me." A Day or Two afterwards we all went to the House of a Banian, where we remained Twenty-three Days, when I went to Juddah, thence to Mecca. I again returned to Juddah, and embarked on board of a Vessel belonging to Sheik Dhie, of Bombay, for Mocha; when we arrived there I found Two of the Company's Vessels there, and also the Nakhooda and Crew of the Doria Dowlut. The Nakhooda took me before Captain Haines, who read the Nakhooda's Statement to me, and I attested it. A few Days afterwards I embarked on the Palinurus, and arrived in Bombay on the 13th of last Month. Further I say not.

SYED TIPPOO BEN ABDONEBEE.

Taken and sworn, the Day, Month, and Year herein first written, before me,
E. E. ELLIOT,
Justice of the Peace.

No. 11.

The DEPOSITION of PEER MAHOMED MISTREE, Inhabitant of Bombay, taken upon Oath before me, Edward Eden Elliot, Esq., One of His Majesty's Justices of the Peace for the Town and Island of Bombay, on Thursday, the 3d Day of August 1837, says,

I AM a Carpenter, and was employed Two Years in the late Ship Doria Dowlut. In the Month of Shovel Eed (January) I sailed from Calcutta in the said Doria Dowlut.

(96.)

IX.
No. 10.
Deposition of
Syed Tippoo,
2d Aug. 1837

No. 11.
Deposition of
Peer Mahomed,
3d Aug. 1837

IX.

No. 11.
Deposition of
Peer Mahomed,
3d Aug. 1837.

Dowlut, then bound to Juddah; the Name of the Nakhooda was Syed Nouradeen, and the Supercargo's Name was Ahmed Bokhider. When we had been at Sea some Days we put in at Aleppee, and took in some Cargo and Pilgrims. We then sailed for Cochin, where we took in some more Cargo and Pilgrims, and the following Day put to Sea for Juddah. About Sixteen or Eighteen Days after we sailed from Cochin, one Morning, about Three o'Clock, the Vessel ran on shore; no Effort was made to get her off, and about Six o'Clock the Supercargo and Four Kalashees got into the Jolly-boat and went to Aden, which could be seen from the Vessel. At Eight o'Clock the Ship began to make a great deal of Water; we commenced pumping; and at Ten o'Clock both Pumps were choked with Sand. The Vessel then filled with Water. The Chief Officer, Abdulla, on seeing the Pumps rendered useless, ordered out the Long-boat, which when we left Cochin was filled with Robins, but was cleared out Two Days before the Ship struck. When the Long-boat was brought alongside, the Two Officers, the whole of the Crew, and some of the Passengers, got into it. I was in it; we cast off from the Ship, and pulled towards the Shore. When we came to the Breakers the Boat upset, and I reached the Shore with great Difficulty. On landing the Arabs stript me, and also some others who escaped. About Twenty-five of us were saved from the Boat, and Nine were drowned, including the Two Officers. When we had got collected together we went to Aden, where a Syed gave us each a small Piece of Cloth and something to eat. Two Days afterwards the Nakhooda came from the Ship, and also the Passengers who had been left; we were at Aden about a Fortnight when the Nakhooda took us to a Bunder, about Six Miles from the Town, in order to embark in a Bugalah for Mocha. As we were going on board Two Persons from Aden took the Nakhooda into Custody, and took him away; he returned the following Day, when we went on board the Bugalah, and proceeded to Mocha; when we reached that Place we went to the Company's Vakeel, who gave the Nakhooda Three Dollars, with which he purchased Food, and divided it amongst us. We afterwards went several Times to the Vakeel to ask him for something to purchase Food, but he always returned us evasive Answers, and did not give us any more than the Three Dollars before mentioned. One Day a Baman Merchant met us in the Street, and when he was made acquainted with our destitute Condition, he gave us a Room in his House to live in, and fed us for Three Weeks. The Nakhooda told us that he had heard that One of the Company's Ships was at Juddah, and therefore dispatched us in different Bugalahs to that Place. When we arrived at Juddah no Company's Vessel was there; we remained about Seventeen Days, and then returned to Mocha in a Ship belonging to Hajee Zachariah of Bombay. Two Company's Vessels were there, the Coote and the Palinurus; we remained at Mocha about a Fortnight or Three Weeks, and then I came to Bombay in the Palinurus. Further I say not.

PEER MAHOMED MISTREE.

Taken and sworn, the Day, Month, and Year herein first written, before me,

E. E. ELLIOT,
Justice of the Peace.

No. 12.

No. 12.
Minute of
the Governor
of Bombay,
14th Aug. 1837.

MINUTE by the GOVERNOR OF BOMBAY, subscribed by the Commander-in-Chief.

14th August 1837.

THE shameful Outrage which has been committed by the Authorities at Aden on the Persons and Property of Individuals sailing under the British Flag, and entitled to British Protection, calls for prompt Notice and effectual Redress.

These Papers should be immediately forwarded to the Government of India, and should we not be enabled to obtain ample Satisfaction otherwise, we should request Authority to enforce our Demand.

The Conduct of the Company's Agent at Mocha appears by the Depositions, and by the Statement of Captain Hames, to have been exceedingly disgraceful: he should be dismissed from his Employment under Government.

R. GRANT.

CORRESPONDENCE RELATING TO ADEN.

No. 13.

MINUTE by Mr. FARISH.

22d August 1837.

I CONCUR with the Governor's Minute of the 14th, except with regard to the Dismissal of the Company's Agent at Mocha.

Captain Haines speaks of his having given very insufficient Information in reply to his Inquiry, and the Statement he hands up speaks that the Agent did not assist the Nakhooda and Crew, as undoubtedly he should have done, and for this he is very blameable; for, unless he has had Experience to the contrary, he might have relied on Government reimbursing him the Amount of any reasonable Assistance for the Support of the Crew of a Vessel under British Colours in such Distress as they are represented to have been.

It might be received as some Mitigation of the Want of Hospitality which he was called on to exercise, without knowing how far he could be reimbursed, when considered as a Ground for his Dismissal, that he had recently suffered a heavy Reduction of his Salary, and may have been placed in pecuniary Difficulties thereby.

It is also not clear that they had not first placed themselves in other Hands. The Nakhooda states that he was brought to the Agent at Mocha by the late acting Agent. I rather think there is no great Cordiality between the late acting Agent and the Agent himself, and however I might suppose the Circumstance deposed to by Syed Nouradeen, that he demanded 2,000 Rs. for his Services, to be quite within Probability, I should expect it to be supported by other Proofs before taking it as sufficient Grounds for his Dismissal.

The Foundation for this Allegation may also be quite capable of a *bonâ fide* Explanation, on the Score of eventual Security from Loss, without involving Criminality as an Attempt at Extortion.

I have always understood Sheik Syed, the Mocha Agent, to be a Man who has for a long Period borne a very respectable Character; and, as such, I think the Truth of Syed Tippoo's Deposition, that the Agent made a disgraceful Proposal to his Wife, in the highest Degree improbable.

The Agent himself in his Letter speaks of having been sick. He also refers to the Nakhooda having "an Adviser," which may be understood to be an Adviser at Enmity with himself.

I think, therefore, with the greatest possible Deference to the Governor, that all these Circumstances considered, before the extreme Step of Dismissal be adopted, some further Proof of express Criminality is requisite. Those Parts of the Depositions which charge the Mocha Agent with the Crimes above mentioned, and the Account given in the Depositions of the whole of his Conduct to the Crew, might perhaps be referred to Captain Haines and Captain Rogers for their Opinion, from a Knowledge of many of the Circumstances while on the Spot, as to how much of the Representations against the Agent at Mocha may be received as Truth; or if some other Course of Inquiry suggests itself to the Governor, it would be well to follow it.

J. FARISH.

No. 14.

MINUTE by the GOVERNOR of BOMBAY, concurred in by the Board.

4th September 1837.

I AGREE to Mr. Farish's Proposal that a more complete Investigation should be instituted into the Conduct of the Agent at Mocha; and the Superintendent of the Indian Navy should be directed to have this done by the senior Officer in the Red Sea.

No Time should now be lost in forwarding our Request to the Government of India, that Authority should be given for enforcing our Claim of Redress on the Sultan of Aden.

R. GRANT.

IX.

No. 13.

Minute

by Mr. Farish,
22d Aug 1837.

22d Aug 1837.

No. 14.

Minute

by the Governor
of Bombay,
4th Sept. 1837.

IX.

No. 15.

The Secretary to
the Bombay
Government
to the
Secretary to the
Government of
India,
15th Sept. 1837.

No. 15.

THE SECRETARY to the BOMBAY GOVERNMENT to the SECRETARY to the GOVERNOR
GENERAL OF INDIA IN COUNCIL.

(Extract.)

Bombay Castle, 15th September 1837.

I AM directed by the Governor in Council to transmit to you, for the Purpose of being laid before the Governor General of India in Council, Copies of the Documents enumerated in the annexed List, relative to the Loss of a Ship named the Doria Dowlut, which sailed under English Colours, and was wrecked near the Port of Aden, where she was plundered, and the Crew and Passengers maltreated by the Sultan of that Place.

In forwarding the above Documents, the Governor in Council instructs me to observe, that the shameful Outrage that has been committed by the Authorities at Aden on the Persons and Property of Individuals sailing under the British Flag and entitled to British Protection, calls for prompt Notice and effectual Redress. The Governor in Council would therefore respectfully beg to suggest, that should ample Satisfaction not be obtained from the Sultan of Aden, this Government be authorized to enforce a Demand for Redress.

No. 16.

MINUTE by the GOVERNOR of BOMBAY.

No. 16.
Minute
by the Governor
of Bombay,
23d Sept. 1837.

(Extract.)

23d September 1837.

THE Establishment of a monthly Communication by Steam with the Red Sea, and the Formation of a Flotilla of armed Steamers, renders it absolutely necessary that we should have a Station of our own on the Coast of Arabia, as we have in the Persian Gulf; and the Insult which has been offered to the British Flag by the Sultan of Aden has led me to Inquiries which leave no Doubt on my Mind that we should take possession of the Port of Aden.

I shall make a short Summary of the Advantages which Aden offers as a Depôt for Coals, and as a Naval and Commercial Station.

Cape Aden is a high rocky Promontory, almost an Island, the Communication with the Main being only by a narrow Strip of Land, which is nearly covered at High-water Spring Tides, and which a single Work and a few Men could maintain against any Attack. The Village of Aden is situated on the Eastern Shore, and is surrounded by an Amphitheatre of lofty Mountains, open to Attack from the Sea at only one Spot, on which a small Fort might be required. Opposite to and commanding the Town of Aden is an Island, 1,200 Yards long by 700 broad, and 400 Feet high, upon which Barracks could be built for a Detachment of Troops. The Remains of a Tank are still visible; and on the Northern Part, where Boats unload, a Pier was formerly run out, on which was a Battery for Five or Six Guns, now in Ruins. The Water of Aden is good, and the Climate healthy.

The Harbour of Aden is excellent, and Ruins of great Extent prove that it was once a Mart of great Importance. It might again, under good Management, be made the Port of Export for Coffee, Gums, and Spices of Arabia, and the Channel through which the Produce of England and India might be spread through the rich Provinces of Yemen and Hadhar-el-mout. The Trade with the African Coast would also be thrown into the Aden Market.

As a Coal Depôt, no Place on the Coast is so advantageous; it divides the Distance between Bombay and Suez, and Steamers may run into Back Bay during the Night, and load and unload at all Seasons in perfect Security.

Should the Board adopt my Views, I propose that this Minute should be forwarded by the Atalanta to the Secret Committee, and that we request Permission to take possession of Cape Aden. A Copy should be forwarded to the Government of India, and our Hope expressed that, in consideration of the Danger of Delay, the Governor General in Council will authorize us to carry our Plan into immediate Effect.

CORRESPONDENCE RELATING TO ADEN. 15

No. 17.

MINUTE by Mr. FARISH.

25th September 1837.

(Extract.)

THE taking Possession of Cape Aden, which the Governor has brought forward for Consideration, is an important Question; but, upon the best Consideration I have been able to give to the Subject, it appears to be justifiable. The Outrage lately committed by the Sultan on a Vessel bearing the British Flag, is a Ground for proceeding against him, and, taken with that of Wader, it is the Second recent Instance of these Arab Tribes attacking and plundering Vessels bearing the British Flag. Some such Measure as this seems necessary, to show them that Acts of Hostility like these will not be permitted with Impunity, or they will be carried to much greater Lengths, and more extensive Measures be called for to put them down; and it may then be impossible to combine with them the Benefit of Steam Navigation, by obtaining Possession of a safe and commercial Depôt for Coal, which Aden is.

IX.
No. 17.
Minute
by Mr Farish,
25th Sept. 1837.

No. 18.

The BOMBAY GOVERNMENT to the SECRET COMMITTEE of the COURT of DIRECTORS of the EAST-INDIA COMPANY.

Bombay Castle, 26th September 1837.

(Extract.)

IN forwarding the above Minutes, we respectfully solicit the Instructions of your Committee to be permitted to take possession of Cape Aden, for the Purpose suggested by our President.

No. 18.
The Bombay
Government
to the
Secret Committee,
26th Sept. 1837.

No. 19.

The SECRETARY to the GOVERNOR GENERAL OF INDIA IN COUNCIL to the SECRETARY to the BOMBAY GOVERNMENT.

Fort William, 16th October 1837.

(Extract.)

I AM directed by the Governor General of India in Council to acknowledge the Receipt of your Two Letters dated the 15th and 27th ult., the former forwarding Copies of Documents relative to the Loss of a Ship named the Doria Dowlut, which sailed under English Colours, and was wrecked near the Port of Aden, where she was plundered, and the Crew and Passengers maltreated by the Sultan of that Place, and suggesting the Proceedings to be adopted in consequence.

His Lordship in Council is of opinion that Satisfaction should, in the first instance, be demanded of the Sultan of Aden for this Outrage. If it be granted, some amicable Arrangement may be made with him for the Occupation of this Port as a Depôt for Coals, and Harbour for Shelter. If it be refused, the further Measures may be considered; and in the meantime Information may be collected of the political State of Aden and the neighbouring Countries.

No. 19.
The Secretary
to the Government
of India
to the
Secretary to
the Bombay
Government,
16th October 1837.

No. 20.

The SECRETARY to the BOMBAY GOVERNMENT to the SUPERINTENDENT of the INDIAN NAVY.

Bombay Castle, 25th November 1837.

Sir,

WITH reference to Mr. Wathen's Letter, dated the 5th September last, relative to the Plunder of the Doria Dowlut, and the Maltreatment of her Crew and Passengers by the Sultan of Aden, I am directed by the Governor in Council to request that you will issue immediate Instructions to Commander Haines, of the Indian Navy, to hold himself in readiness to proceed to Aden, by the Steamer Berenice, for the Purpose of making a formal Demand on the Sultan of that Place for Redress for the Outrages committed on the Occasion above alluded to, and the Restoration of the Cargo, or its Value.

In the Event of this just Demand not being complied with by the Sultan,
Commander

(96.)

No. 20.
The Secretary to
the Bombay
Government,
to the
Superintendent of
the Indian Navy,
25th Nov. 1837.

VIII.

No. 20.
The Secretary to
the Bombay
Government
to the
Superintendent of
the Indian Navy,
25th Nov 1837.

Commander Haines should return to the Presidency by the Berenice Steamer, on her Return Voyage.

You are, however, requested to direct that Officer to use his utmost Endeavours to effect an amicable Adjustment of this Demand.

The Governor in Council is further pleased to direct, that Commander Haines be instructed to be careful not to lose Sight (during his Negotiation with the Sultan), of the desirable Object of obtaining Consent to our establishing a Coal Depôt at Aden.

Commander Haines should prefer a contingent Bill for such Expenses as he may incur whilst employed on this Duty.

A Letter from this Government to the Address of the Sultan, apprizing him of the Object of Commander Haines's Mission, will (as soon as ready) be forwarded to you for the Purpose of being delivered by that Officer.

I have, &c.

J. P. WILLOUGHBY.

No. 21.

No. 21.
Captain Haines
to the
Superintendent
of the Indian Navy,
20th Jan. 1838.

Captain HAINES to the SUPERINTENDENT of the INDIAN NAVY.

Sir,

20th January 1838.

HAVING completed the First Duty upon which I was sent, I sent over the Presents from Government to the Sultan, dividing them so that each of his Sons should receive One. He, in return, sent me some Bullocks and Sheep; the former I gave over to the Sloop Cootie, the latter to my Followers, and Bedouins.

I deemed also that it would enhance the British Character in the Estimation of the People, if I made a Present to Sheik Zair ben Aloose Hydroosse (their Patron Saint), for his kind and charitable Conduct towards the Females who were Passengers in the British Ship when wrecked, for he saved them from brutal Treatment, clothed them when naked, and fed them when the poor Creatures were starving. I therefore wrote him a very kind and complimentary Letter, expressing my Regret at having nothing in my Possession to make him an adequate Return for his Kindness, but sent him Fifty Dollars, which would enable him to act in a similar kind Manner to any other unfortunate People who might afterwards require an Act of Charity at his Hands, and I further thanked him, in the Name of the British Government, for having exerted himself so providentially towards their Subjects.

Having received the Sultan's Letter in answer to the Receipt of the Presents, I forwarded my Letter. This Letter they took a long Time to deliberate upon; the Sultan, his Son Hamed, with their Advisers, sitting up all Night, with Doors closed.

In my Letter, it will be observed, that I have drawn the Line of British Ground as far North as Khore-Muksa; I did so in consideration of its being a good Division; and the same being in our Possession, might, at some future Day, be turned to good Account, by a Canal being made right across the Isthmus, thus isolating Aden, and facilitating the Communication from one Bay to the other. The Harbours, Bays, and Islands, I was also particular in mentioning, to prevent a future Quibble.

On the 12th, about Three P.M., I received the short Answer from the Sultan, and a Request that all should be secret. He trusted the whole to Six Merchants, who soon dispersed it throughout the Town. Sultan Hamed (the Heir Apparent) paid me Two Visits, asking me many Questions regarding his future Prospects if the Place was made over to us, and seemed greatly afraid of our forgetting afterwards who he was, and treating him with Contempt.

On the Evening of the 13th I paid them a Visit, and had a long Conversation on the Subject; at Eight P.M. he sent over to say that he was coming to me, and at Nine P.M. he came, with his Sons, and Reshid ben Abdulla (the principal Merchant in Aden); we were closeted together till past Midnight.

The Subject of our Conversation that Evening was conclusive, and what passed principally as follows: They at first entertained the Idea that Indignity and Abuse would follow them out of the Town if our Flag was flying; this I soon erased. At last he said, would the English receive him as an Ally, and protect his Country from being molested; in fact, receive him and Country on the same Terms the Nawab of Surat (the only one he knew) had received, if he gave us Aden.

Aden. In reply, I informed him, that I was not authorized to give a decisive Answer on so important a Point; but I would state his Wish to Government; and as he promised us Aden, merely requiring a short Time to arrange the Transfer with the Chiefs of the Tribe, it was arranged between us that he should write and explain every thing to Sir Robert Grant, and until his Decision of the same was known, I was to choose any Spot I thought proper as a Coal Depôt, and he would transfer it to the British under his Seal.

Just as he was on the Point of going away, he said, "Now I have promised every thing you wish, do what I require, which is, let me have Six Guns, some Shot and Powder out of the Ship, for my Truce with the Futhlees has terminated." In reply, I expressed my Regret at his having asked for a Thing out of my Power to comply with; the Ship was commanded by Captain Denton, who himself had not the Power to reduce the Armament of the Vessel under his Command without express Permission from superior Authority. He then said, "Will you ask the Government to send me some quickly?" I told him that he had better write himself.

He promised to state to the Governor the Sum he would require for the Transfer, and that he would immediately proceed inland, and arrange it with the Chiefs, and that all should be ready by the 15th of March; that the Government were to send with me (or any other Officer they deem proper) Troops, Guns, and every Necessary to take possession. This, I told him, I thought Government would not undertake until the final Arrangements were made; he said, then he would go inland, and write to me. I further pointed out that I chose Ras Ben Jarbayan (or Sheik Hamed) as the Spot for our Coal Depôt, and that I would point it out to the Dowlah before quitting, so that should any Coal arrive, he would know where to place it.

Thus ended the Evening Arrangements; and the next Day I received the enclosed Letter to the Governor, and the Transfer of any Point of Land I thought proper to pick out as a Coal Depôt, which I have also the Honour to forward.

On the 15th of January, in the Morning, he sent me Word he was going, when I immediately, out of Respect, proposed that I, Lieutenant Swan, and Mr. Hamilton, Officers of the Coote, should accompany himself and Family to the Northern Gate, whither we did on Horseback, and at which Civility he appeared highly pleased.

Prior to the Sultan quitting Aden, he solicited my Watch (a Silver Hunter, by McCabe,) for himself, and another common Watch for his Son, Hamed, both of which I gave them, having purchased the latter for Twenty-five Dollars; even the Surgeon of the Coote's Sword, which was new, he earnestly entreated me to give him, and at my Request Dr. Arbuckle kindly gave me it for another, in Bombay; and I presented it to him; I therefore request the Permission of Government to obtain both a similar Watch and Sword.

I have also the Honour to forward Translations of all Letters which have passed, with a Copy of a rough Treaty I drew up to convince him we intended no Oppression, and that himself and Family would always be treated and received with the Respect due to their Rank. All Articles that would be necessary are not therein written; what I now forward being merely hastily written to give them Satisfaction, from my Knowledge of their Character and Wishes.

What the Sultan wished to be kept a Secret soon became known, and from the Feeling I have seen evinced in the Town after his Departure, I feel confident in asserting that the British Flag in Aden would be received as a Boon conferred upon its present oppressed Inhabitants.

After the Sultan left Aden I remained several Days to personally inspect every Pass leading into it, as well as the remaining Fortifications and Resources, so that I might by personal Observation be better able to give an Idea of what will be necessary. My Remarks on the same will be found among my other Papers addressed to you in the Naval Department.

In Conclusion, I have only to hope my Arrangements thus far, in the Performance of the Duty upon which I was sent, may meet Approval.

I have, &c.

S. B. HAINES.

IX.

No. 21.
Captain Haines
to the
Superintendent
of the Indian Navy,
20th Jan. 1838.

IX.

No. 22.

The Sultan of Aden
to
Captain Haines,
11th Jan. 1838.

No. 22.

The SULTAN OF ADEN to Captain HAINES.

After the usual Compliments.

11th January 1838.

Your Letter and Presents by Moola Jaffer reached me. We look not to Things, but that you will be kind to us, and that our Hearts may be for ever glad. If a Difference or Quarrel ever exist we will take it up in unison; our Friendship is now trivial, but, please God, it will be much greater; we will have Friendship for ever; we will meet, and whatever may be in your Heart you can explain all to me, and I will reply.

If you now have any thing further to say I will remain to conclude it, for my Children are anxious to return to Lahedge, and I will therefore detain them, so that we may speak and settle it. You have asserted we are old Friends, and I now say it is Truth; I wish to see it is Truth; I wish to see if you have any Treaty with Hamed Abdul Kurrem; and I will not go until we have met, and see what Friendship you have, and I will return it. If God pleases, my Friendship shall be the same as my Father's, and a Treaty shall be Witness. What you say I will listen to, and have no Fear on my Heart. We and the English are one.

With numerous Salaams.

(Signed by the Sultan.)

No. 23.

Captain HAINES to the SULTAN OF ADEN.

No. 23.

Captain Haines,
to the
Sultan of Aden,
11th Jan. 1838.

(A. C.)

11th January 1838.

OUR Hearts are now at rest; Satisfaction has been given by you, on the Demand of the British, for the Insult offered by your Tribe, and our Friendship is as before.

Your having acceded to the Terms required convinces me you are anxious to be our Friends, and to keep up the Feeling which existed to our mutual Benefit in your Father's Time. In consequence, I am empowered by Government to form a Treaty with you for the Purchase of Aden, or Aden, the Land and Points surrounding it, and the low connecting Part as far North as Khore Muksa, with the Harbours of Gubet Toowye, Bunder Serah, Bunder Duras, and smaller Bays, with Seerah Island, and all Islands within the same.

You in your Wisdom will readily foresee the Advantages that will accrue to your Country by having such an intimate and connecting Link with the British.

You must also be well aware, that if the British Flag were flying, it would be a Security to your Dominions by Sea, and that your Riches would accumulate by the increased Trade at your interior Towns, owing to the Security given to the Export Trade by the British being in Possession of Aden.

At present to you it is of no Value; it is annually dwindling into greater Insignificance, and will, perhaps, shortly be an Object merely to excite the Ambition of some minor Power. Aden would, then be an Annoyance to you, instead of being an exterior Defence for your interior fertile Plains and Towns.

If you are agreeable to enter into a Treaty with the Government for the Transfer of the Land, previously mentioned, to the British, I have a rough one drawn up for your Examination; it is written in Arabic, with a Space left for your Assent, or Dissent, or any Remark; and I should feel obliged by your mentioning the Sum you would part with it for to the East India Company.

On taking possession, you will observe, on perusing the Articles of the Treaty, that yourself and Family are independent, though in alliance with us, and that you will be treated with all Honours and Respect as such; that you will be free to reside in Aden, and to retain Possession of Two large Houses you now have; and that we in our Harbours will afford your trading Vessels Protection, and Permission to wear the British Flag.

I shall remain here for many Days, so that on so important a Subject you will have full Time to deliberate, and to obtain the Advice of aged and sensible Men, who have seen the World; and during such Deliberations, I shall feel happy to afford them Explanation or Information on any Subject.

In

CORRESPONDENCE RELATING TO ADEN.

19

In my own Mind I feel assured you will not let so advantageous an Offer from the British Government (which so clearly and so conspicuously tends to the future Welfare of your Family and State) pass. I conclude with merely requesting a Knowledge of the Sum you will require for the Transfer mentioned; and with flattering Compliments,

I am, &c.

S. B. HAINES.

IX.

No. 23
Captain Haines
to the
Sultan of Aden,
11th Jan., 1838.

No. 24.

The SULTAN OF ADEN to Captain HAINES.

12th January 1838.

With numerous Compliments to my dearest Friend, Captain Haines. Your friendly Letter I received. The Language you wrote was intelligent, and true indeed. We and the British are Friends of a very old Day; what they wish, I am happy for. You have given me this Information, but let it be private between us. Any Feelings of yours explain, and I will do the same. Do so in my Presence for the Government's Sake, for you are as One. Do as the British did for my Father, so do for me; and between me and the Company; and for us, if God pleases, we shall arrange it between us. I will not give you Two Explanations; speak to me, and I will to you. With Blessings, &c.

(The Signature of the Sultan.)

No. 24.
The Sultan of Aden
to
Captain Haines,
12th Jan. 1838.

No. 25.

DRAFT of a TREATY with the SULTAN OF ADEN.

No. 25.
Draft of a Treaty
with the Sultan
of Aden.

The Right Honourable the Governor of Bombay being desirous of obtaining the Port of Aden, principally as a Coal Depot, and having been sent on a Mission by such Authority, I take upon myself to draw up the following Arrangements, which being agreed on by myself on the Part of the British, and Sultan Mahomed Houssain ben Fudthel ben Abdul Kurrem, Chief of the Abdalees, is to be finally subject to the Ratification of the Right Honourable the Governor in Council of Bombay, or the Supreme Government of India.

It being the Policy and Interest of both States to have a Treaty of Friendship existing between them, we mutually agree to the following Articles.

Art. 1. That on the Payment of Dollars, the Land of Aden, as far North as Khore Muksa, including the Mountains, Capes, every Part indeed of the Land generally called the Cape, with the Harbours of the same named Gubet Toowye, Bunder Serah, Bunder Duras, and the Islands within the same, as well as Seeiah Island, and all Fortifications thereon, with whatever public Buildings, Gates, or Ruins on the same, to be for ever the Property of the East India Company.

Art. 2. That on taking possession of Aden, the British promise not to injure any Mosque or Place of Mahometan Worship, nor will they prevent the Ceremonies of that or other Religion from proceeding. Every Man subject to the British shall have British Law to protect him, whatever be his Faith.

Art. 3. The British guarantee a full and free Exercise of the Mahometan Religion to all disposed to believe in that Faith.

Art. 4. The Mosque of Sheik Hydroosse and other Mosques now in use not to be demolished, and their Priests to be permitted to exercise the Functions of their Religion as heretofore.

Art. 5. Every Encouragement shall be given to increase the Population, also the Import and Export Trade, on the Part of the British, the Sultan on his Part engaging to render all the Assistance in his Power to facilitate the Commerce of the Interior; and for the first Twelve Months neither Power is to levy heavy Duties, so as to give Encouragement to the Merchants, and after that Period the Duties will be regulated by the respective Powers.

Art. 6. The Sultan and his Family, with his Tribe, to be considered as Friends, and treated with the Respect due to their Rank in Society. Either the Sultan or his

IX.
No. 25.
Draft of a Treaty
with the Sultan
of Aden.

his Family may, if they wish it, reside in Aden, and have the Honours of a Prince paid them. In return, British Officers or Merchants to be permitted to have free Access, and to reside at Lahighe (or Lahedge) if they wish it, subject to the Laws of the same, but under British Protection.

Art. 7. The Vessels belonging to the Sultan to be allowed to trade free of all Duties; but should the Cargo be the Property of his Subjects or other People, all Duties to be paid thereon. His Vessels are to be respected and protected by British Power and Influence, and to be permitted to wear British Colours as belonging to the British Port of Aden.

Art. 8. In case a British Soldier or other Subject should desert from Aden for Misdemeanor or any Cause whatever, and retreat to the Dominions of the Sultan, he is to be delivered over to British Law Officers (or other authorized Persons) upon requiring him, the British engaging to do the same Act of Justice for the Sultan.

Art. 9. The Sultan will grant a small Piece of Ground near Lahedge for the Interment of any British Subjects who may die there, and will prevent the Interment being molested.

Art. 10. To prevent Mistakes, every British Subject wishing (for the Convenience and Purposes of Trade or Change of Climate or any Cause whatever) to visit or remain at Lahedge shall be supplied with a Passport from the Authorities at Aden; the same Privilege to be granted to the Subjects of the Sultan of Lahedge, and the same Arrangement attended to on his Part.

Art. 11. That it shall be considered lawful and free, both to the Subjects of the Sultan as well as the British, to make over their Property to another without Control, either in Health or Sickness, and in case of sudden Death without a Will, the just and lawful Debts from one Subject to the other to be punctually paid, as far as the same can be liquidated by the Goods, Chattels, or any Property whatever belonging to the deceased; the respective Powers to enforce the same if the Debts are clearly proved.

Art. 12. Neither the British, or Sultan's Subjects to be subject to any Indignities, but of course to be amenable to the Laws of the Place they are residing in; but if a Disturbance of a serious Nature arise, a Reference to each other always to be made.

Art. 13. The Sultan binds himself, Heirs and Successors, to give every Assistance in recovering Debts due from his Subjects to the British, and the British are likewise bound to do the same for the Subjects of the Sultan.

Art. 14. The British will guarantee to the present Subjects of the Sultan the full and undisturbed Possession of any household or other Property they may possess situated on the Headland of Aden, now or about to be transferred to the British, and should the Government require any Part of the same or the Position in which they are placed for public Purposes, a Remuneration for their Removal or Destruction to be given.

Art. 15. The Building at the Passes leading into Aden, as well as all other Buildings of the Sultan's, with the Exception of his Dwelling Houses, are to belong to the British.

Art. 16. The Guns now in Aden are to be the Property of the Sultan of Lahedge, and are to be taken thence whenever he pleases.

No. 26.

The SULTAN OF ADEN to Captain HAINES.

No. 26.
The Sultan of Aden
to
Captain Haines,
13th Jan. 1838.

13th January 1838.

AFTER kind Compliments, A Messenger from the Yaffaars has come to inform me his Tribe commenced War on the 12th January with the Futhelces, who are collecting their Strength to meet 3,000 Yaffaars. We are required to arrange our interior Affairs, and for that Purpose I wish to leave, and with my Children and Followers will do so on Monday. The Day of Peace is past, and they came to me

CORRESPONDENCE RELATING TO ADEN.

21

me for Powder and Shot. I require some Powder, Shot, and Cannon from you, for our Affairs are now arranged; the Town and Harbours are yours. We go. Afterwards do as you like, and go when you like. I leave on Monday, and the Letter to the Governor of Bombay I send for you by Jaffer.

(Signed by the Sultan.)

IXI

No. 26.
The Sultan of Aden
to
Captain Haines.

No. 27.

Captain HAINES to the SUPERINTENDENT of the INDIAN NAVY.

(Extract.)

Mocha Roads, 3d February 1838

No. 27.
Captain Haines
to the
Superintendent of
the Indian Navy,
3d Feb 1838.

In continuing my Report of Proceedings regarding the Transfer of Aden to the British, I have the Honour to inform you, that on the 19th January, after the Sultan and Family had arrived at Lahedge (his Capital) I received the complimentary Letter enclosed, to which I returned an Answer.

On the 21st January I received the Sultan's Letter, also a Visit from Reshid ben Abdulla (whom he had named as his Agent in transacting all Affairs between us), who informed me that he had received a Letter from the Sultan, which he gave me to peruse. It required from me a Letter to the Sultan of Shugra, to prevent his injuring him or molesting him. In reply, I told Reshid I would send a Letter by the Interpreter to the Sultan, and that he had better accompany him in about an Hour. At Two, P.M., I despatched them with my Letter, with particular Instructions for their Guidance.

My Reason for again attempting to obtain a decisive Answer, agreeable to what I felt assured the Government would require, was, that I well knew the Wish he had mentioned of holding Council with his Sheiks was false; and I was, from a good Source, made acquainted that the Contents of the Letter to Sir Robert Grant were principally on the Subject of the recovered Property, and the severe Amends I had determined on receiving, and had received, for their Conduct; and that he had given no decided Answer therein (agreeable to his Promise to me) as to the Transfer of Aden. The Instructions I gave the Interpreter in consequence were to keep him to One Point; that I wanted his Seal for the Transfer; and the Sum he would require for the same. I was so far successful by this Arrangement, that the Interpreter returned to me with the Transfer, but he could not obtain from him the Sum he expected, saying he would rather Government decided the Sum; the Interpreter, however, pushed the Point, and at last he proposed 50,000 Dollars annually, a Sum he said he got by the Custom Duties of Aden; this he was informed I knew better; for I had the Sums received for some Years by me, and even for the last Year. On this he did not wish me to arrange, considering I knew more about his Affairs than was just now agreeable.

In answer to the Letter which he on the 22d dictated to the Interpreter to write, I wrote a Letter which made him angry, and he wrote a very angry Letter to his Agent, who came begging to me not to say any thing about him. In answer I received, without a Moment's Delay, the Letter to which I returned a quiet Answer, with which I despatched Reshid ben Abdulla on the 26th January.

Prior to Reshid's proceeding on this Duty, I explained to him the only Thing now required was the Amount they expected; that it was Folly to attempt to deceive me about their Revenues, and as to 50,000 Dollars annually, it was ridiculous; but that as they received between 6,000 and 7,000 Dollars annually, the Government would probably give them a Trifle more; also that I wanted rather to know what Amount they would take at once as an Equivalent. On his quitting, I returned to the Sloop of War Coote, preparatory to leaving for Mocha, agreeably to your Instructions.

On the same Day I visited, with the Dowlah of Aden, the Point I considered best adapted for a Coal Depot, and explained to him the Situation the Coals were to be placed in, should any arrive, until the Government should have decided upon the Spot I preferred; the Cause of which Preference will be shown in my Remarks forwarded with my Letters in the Naval Department.

On the 26th, at 8 P.M., Reshid ben Abdulla came on board, bringing me the short Letter written by Sultan Hamed in his Father's Name, and informed me

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that

IX.

No. 27.
 Captain Haines
 to the
 Superintendent of
 the Indian Navy.
 3d Feb. 1838.

that all was concluded, and Hands taken upon the Agreement being settled. The Sum was, in toto, to be 8,700 Dollars annually, and their Reason for not accepting a Sum at once was most sensible. They said if a large Sum was at once given and received it would excite the Avarice of their Neighbours; but an annual Stipend would ensure them always a Home in Aden under our Protection, and a sufficient Support to them, whatever Injury might be done to their interior Possessions. He also informed me that Sultan Hamed, Syed M. Houssain, and Hajee M. Houssain (a rich Merchant of Hadhar-el-mout, and long resident at Lahedge), were coming down as Witnesses, and to wish me farewell; and that Syed M. Houssain had said that he anticipated receiving a few Hundred Dollars for the Trouble he had taken, as a Present. He left at 9 P.M., and I gave him Directions to send Horses for me at Daylight.

On the 27th, at 10 A.M., no Horses having arrived, I despatched the Interpreter to Town to see the Reason of such Delay. At Sunset the Mocha Man I had in pay returned from the Interpreter, informing me that Sultan Hamed and Syed M. Houssain had only just arrived, with about 100 Bedouins, and that he would send Horses for me at Daylight. On Sunday the 28th, at 8^h 30^m, I left in the Coote's Pinnace, accompanied by Lieutenant Swan and Mr. Hamilton, who kindly volunteered to accompany me as Witnesses to the Conclusion of the Transfer Arrangement. Having reached more than Halfway to the Pass, we observed the Interpreter with spare Horses, who immediately called out to come in and not pull up.

On landing, my Surprise will be readily imagined to hear that most determined Treachery was intended. Scarcely had I been informed of the same, and had given Orders to return to the Boat, when a Bedouin, who followed the Interpreter as a Spy, set off for the Town full Speed on his Camel, with the Information of my Return to the Ship.

The intended Treachery was as follows: After Reshid ben Abdulla had left Lahedge with the Agreement for 8,700 Dollars, Syed M. Houssain and the Sultan's Son, Hamed, departed soon after, but would not bring the Merchant previously alluded to with them; and instead of coming from Lahedge direct, waited at a Village where a Sheik resides who had married Sultan Hamed's Sister, the whole having sworn to make me a Prisoner, and to obtain by Force every Paper I had received from the Commencement of my Mission. They further arranged that only 100 Men should accompany them into Aden, and that 150 should be ready at Sheik Othman, in case the Ships should attempt to recover me. After such a well-arranged Plan it is the greatest Mercy that I escaped.

For our fortunate Escape we have to feel grateful to the Merchant, Hajee M. Houssain, who was determined to save us; also to Reshid ben Abdulla, for his Integrity; and to the Interpreter, Moollah Jaffer, for his Firmness, Decision, and good Sense, as will be hereafter shown.

On Hamid's Arrival at the Sultan's House in Aden the Plan of Seizure, was soon arranged, and Damjee, the Agent over the Property that I had recovered, told the Interpreter that all was not right, and that he had better not come outside Reshid's House that Night; a Guard of Six Bedouins was placed over him. At Midnight Reshid received a few laconic Words from the Merchant, Hajee M. Houssain, at Lahedge. They were brought by a Bedouin under the Oath of Secrecy, and, prior to Delivery, Reshid had to swear the Contents should only be revealed to us. He gave it to the Interpreter for Perusal, and it was to this Effect: "Take Warning, beware, and prevent the English Gentleman from meeting the Syed and Hamed, who have sworn on the Koran to take their chief Prisoner and to force back all his Papers; they may not be satisfied with Detention, for he is firm, and they are Dogs. For our Character prevent it." Another Messenger also informed on Oath to the same Effect; and a Bedouin, who had received Payment from me while in Aden, for showing me the Passes, carrying Messages, &c., and actually a Follower of the young Sultan, sent Word secretly by my Mocha Follower that I must on no Account come up, for they would murder me: he had overheard their Intentions.

The Interpreter's Dread of my thoughtlessly and fearlessly coming up with some of the Officers of the Coote to Aden early made him prompt and alert to save us from being made Prisoners, if not to save our Lives; he therefore advised

advised Reshid to get him out of the Town with the Horses, telling them that I should not come until he returned. He, at the same Time, ordered the House to be prepared, Carpets spread, and Water brought ready for my Arrival, he not even noticing the Restraint he was under by the Six Men following him every Movement he made. This lulled all Suspicion, and the Syed and Hamed thought certain of me, and permitted the Interpreter to quit with spare Horses, which he bargained and paid for, and they quietly waited my Arrival.

Their Disappointment can be readily conceived, and Reshid received their Curses and Abuse. I was determined I would not immediately make them acquainted that I was aware of their Intentions, but first ask them to visit me on board, to see if they would attempt such a Thing after their villainous Intentions. For this Purpose, I wrote, on my Return to the Ship, to the Sultan Hamed.

What might have been the Termination of their infamous Intentions, had they attempted to carry them into effect, it is impossible to say; for if an Attempt to capture us had been made by Force, we might have used our Weapons, and I was well armed, having Two loaded Pistols in my Belt; therefore the Probability is, we should have fallen by their overpowering us. Still so doubtful is the Link that binds the Bedouins to Syed M. Houssain, had I been fortunate enough to have shot him and Hamed, and cut our Way down Stairs, many of his own Men would have hesitated following his vile Intention. The Odds, however, would have been greatly against our escaping with Life.

On the Evening of the same Day I received from the Sultan a Letter to which I returned an Answer, and about One P.M. on the 28th, I received another, to which I returned an Answer, making him acquainted, I was fully aware of his infamous Designs.

The Instigator and principal Person in this infamous Transaction, which was Treachery and Rebellion (of him against his Father), was, I have no Doubt, Syed M. Houssain, a Man, whom none of his Tribe respect, a cunning crafty Being, devoid of Honour, Honesty, or Integrity, and One who would be delighted to see the Sultan's Family ruined, so long as it was advantageous to his own ambitious Designs, which are to have supreme Command over the whole Territory. Unfortunately the Father is a weak, imbecile, avaricious Man, and Hamed, the elder Son, a young ignorant Bedouin, and both are easily swayed by their intriguing Relative.

Enforcing the Restitution of the Property of the Doria Dawlut, and their Grant of the Promissory Note for the remaining 4,000 Dollars, they have felt severely; and I rather think it was that Paper they wished to get into their Hands, imagining that, by the Time the Payment was due, their Father would be in his Grave, and they would be called upon to meet the Demand.

The Letter conferring Aden to the British I herewith enclose, with the Translation of it, as well as all Correspondence on the Subject.

Should the Governor in Council deem it necessary, after such an Insult, to enforce the Delivery of Aden, and to do so by reasoning with these wild and ignorant Bedouins, I take the Liberty of pointing out, that for 8,700 Dollars annually the whole would be granted; but at the same Time it would be necessary that a Force be sent with any Officer appointed to undertake the final Arrangement; so that if he finds the Wishes and Interest of the Father thwarted by the Children, he may point out to them that his Orders are to take it for the Insult offered; and that he should not trust himself or others in their Hands. I further conceive, that if the same were necessary, it might be successfully done, without great Loss, by the Men who would afterwards garrison it, assisted by the Crews of Two or Three Government Vessels and a Couple of Gun-boats, which would be afterwards useful as Coal-boats. With a Night Attack the Place might be in our Possession in One Hour, more particularly if the same were planned at a Distance, so as to give them no Warning on the Approach of the Shipping; and I further take the Liberty of suggesting that the poor Inhabitants should not be injured, for they would be delighted to see the British Flag planted, and have in no Way thrown any Impediment to my obtaining the Wish of Government.

I further most respectfully beg to point out, that in the Arrangements of the Transfer of Aden I have had a difficult Task to accomplish. Aden is in every

IX.

No. 27.
 Captain Haines
 to the
 Superintendent of
 the Indian Navy,
 23d Feb 1838

respect the finest Harbour in Arabia, and is one which, from its Geographical Position, must eventually become the grand Emporium of Trade; for in either Monsoon Ingress and Egress are not difficult like the Red Sea; and it must also be the Emporium for the Trade from the African Coast. Vessels from Burburra with Coffee, Frankincense, Gums, Elephants' Teeth, Hides, &c. can reach Aden in a Day in the North-east Monsoon, and return again in another. It is as near the Coffee Country as Mocha, and as near Sennaa and all the principal Towns. It is nearer Hadham-el-mout, and therefore would afford us an Opening for our Cottons, Piece Goods, Silks, Chintzes, Cutlery, Iron, &c.

For the Purpose for which the Government now more immediately require Aden, that is, as the principal Coal Depôt, it is Perfection with a trivial Expense, while Mocha is not at all adapted for it, which the very Detention that now takes place in unloading a Coal Ship proves; the Vessel alluded to has been here Ten Days, and as yet they have only been enabled to get 100 Tons out of her, owing to constant southerly Gales.

Prior to leaving Aden on the Evening of the 30th January the Agent Damjee visited me, and I gave him particular Directions to arrange, pay, and keep all Coal Expenses, should any arrive prior to his hearing from Government. I had also sent my Letter to Sultan M. Houssain, to be forwarded to him without going through the Hands of his Son, whose Honesty I entertained great Doubts of. This Letter was principally to make the Chief acquainted with the infamous Conduct of his Children, and to point out to him the Time he had still to make Reparation for the same; also that if he had any thing to do with it, he should feel the Pang of Shame it was intended to inflict.

In conclusion, I have only to hope, that though not quite so successful as I wished, the Governor in Council and yourself will consider I used my utmost Exertions to accomplish the Duty which they were pleased to confide to my Direction.

No. 28.

The SULTAN OF ADEN to Captain HAINES.

No. 28
 The Sultan of Aden
 to
 Captain Haines,
 15th January 1838.

15th January 1838.

AFTER Salaams and Compliments. You must understand the Aden People have but little Intellect, and they may be intrusive or impertinent. What has passed between us keep secret. Let Jaffer and Reshid alone be between us, for they will then evince their Feeling for you when I go. I am aware that Hydroosse and Aloose Syeds will go to you, but do not tell them what Arrangements I have made; their Hearts are burning, but let it be secret; if we have any thing further to do we will complete it through Jaffer and Reshid. All the Aden People tell Lies, but do not let their Falsehoods break our Friendship.

With Salaams and Blessings,

(Sultan's Signature.)

No. 29.

The SULTAN OF ADEN to Captain HAINES.

No. 29.
 The Sultan of Aden
 to
 Captain Haines,
 18th January 1838.

Lahedge, 18th January 1838.

AFTER the usual Compliments. Every thing here is as I wish it. I send you this Letter to inform you that my Family and self are well, and the Country at Peace. People came to me and said that the English had gone to the Top of Gibul Shumsan; they appear a little angry, and say that the Land has been transferred without their Knowledge; let what has passed between us be kept secret. I know the English can act faithfully, and it will be better for the present to keep it secret, for untrue Words might be brought to annoy us.

No. 30.

Captain HAINES to the SULTAN OF ADEN.

19th January 1838

WITH Compliments to yourself and Family. Your Note reached me, and I understand it, and feel happy to hear that you are well. The Report of our going to Shumsan is true. Myself and Three other Gentlemen visited the Hill, and ascended to the Summit; with the Remains of its ancient Road and Ruins we were highly gratified.

Have no Fear for me; all that has passed will remain with me until the Government have decided upon the Matter. Regarding your Subjects conversing about the Transfer of Aden, I think it better that they should, as it will familiarize them with the Reality, should it take place.

IX.

No. 30
Captain HAINES
to
the Sultan of Aden,
19th January 1838

No. 31.

The SULTAN OF ADEN to Captain HAINES.

20th January 1838.

AFTER Compliments and Salaams. Your Letter reached me at Lahedge; you write to me that in a few Days you are going to Mocha. I have received a Letter from the Sultan, of Shugra; he wishes to injure me; you must look to what he does. When you get to Mocha send me the News.

(Signed by the Sultan.)

No. 31
The Sultan of Aden
to
Captain HAINES,
20th January 1838.

No. 32.

Captain HAINES to the SULTAN OF ADEN.

21st January 1838.

AFTER Compliments and Salaams. I received and understood your Letter, and shall be happy to write to you from Mocha, but consider what I heard through our Friend Reshid a mere Threat. You wish that I should write to the Sultan of Shugra; I could do so, but not having received any decisive Answer on the subject of transferring Aden to the British, I do not see the Necessity, for by our taking 40 or 50 Days to decide on the Point of Transfer, I entertain a Doubt as to your final Answer, yes or no. Promise me the Transfer under your Seal, or any Sum you may think requisite, and I then can prevent the Encroachment of others by writing to them, which will remain in force until the Agreement is finally ratified by my Government.

With kind Compliments.

No. 32.
Captain HAINES
to
the Sultan of Aden,
21st January 1838

No. 33.

The SULTAN OF ADEN to Captain HAINES.

22d January 1838

WITH Compliments and Salaams. Your Letter reached me on the 25th Shawul by Jaffer. You wrote on the Subject of Aden; my Support and Dependence is upon it. My Neighbours from East, North, and West obtain Money from me, and my Dependence for the same is from Aden.

Between us a Conversation passed, and we arranged the final Answer for Two Months, or in Hedy (March). I promised it in Two Months, and you in the Interim go to Bombay and inform your Government, and I will have a Council of my Chiefs to explain to them. When we have both completed it, and you return in March, you can then make Houses or Forts, or do what you like; the Town will then be yours; but consider the Money I have to give my Neighbours from it, so that when the Town is yours you must answer them all.

If when you are in the Town People come to fight you, either by Sea or Land, I am not answerable; you must answer and please all. All this which I have written depends upon you. When the Town is yours give me half the Custom Duties for Food. After your Return in March we will meet and arrange; if you

(96.)

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No. 33
The Sultan of Aden
to
Captain HAINES,
22d January 1838.

IX.
 No 33.
 The Sultan of Aden
 to
 Captain Haines,
 22d January 1838.

will not give me Half the Duties, give me Pay, either by the Month or Year, as you please; but let my Name be respected, and my Orders extend over my own People, and yours over yours. You return in March and settle it.

If you do not come between these Months, and the Turks come and take the whole Country by Strength from me, or any other People, you must not blame me. In March I look only for you, for no other Gentleman, but for you, Commander Haines.

Seal of the Sultan.

No. 34.

No. 34.
 The Sultan of Aden
 to
 Captain Haines.

The SULTAN OF ADEN to Captain HAINES; written by Moolla Jaffer, the Interpreter, as dictated by the Sultan.

This Language has passed 22d of January, from Commander Haines on the Part of the East India Company, Queen of England, the Governors of Bengal, Madras, and Bombay; and God is witness to it.

You swear by the Bible, the House of the Sultan M. Houssein and his Descendants shall be theirs, and that my Orders shall extend over my People, and that my Houses, and the Guns I have in Aden, are to be mine; every other Thing to belong to the English. My Orders are to be over my People, and the Jews and the Arabs; and whatever Orders I give them they must obey, and my other Subjects to be mine, with Lahedge, but Aden to belong to the British.

This Language to be for myself and Children's Children; as for me and the Company, if there is any Fighting by Sea or Land against you, I have nothing to do with it.

Neither myself or Descendants are answerable to any one. Aden belongs to the English; they must answer. This is written by Jaffer for what I wish. Reshid and Hajee M. Houssein are Witnesses.

No. 35.

No. 35.
 Captain Haines
 to
 the Sultan of Aden,
 24th January 1838.

Captain HAINES to the SULTAN OF ADEN.

(Extract.)

24th January 1838.

With the usual Compliments. I received your Letter and its Accompaniments; the sealed one was clear enough, but the other destroyed its Decision.

You say you will transfer Aden to the British, and that we may commence building Forts, Houses, &c., and do as we think proper; but such an inconsistent Course the Government would not carry into effect. They must first have the Transfer, and Money for the same arranged, and concluded under your Seal.

In another Part you say the Jews and Arabs must obey you in Aden when the British Flag is flying, and all your Ryots; you could not have given this Consideration, for it is ridiculous. Permit me to ask you, if you have the Jews, Arabs, and Banians as your Ryots, who would remain in Aden as the Subjects of the British? take these away, and what remains but a Heap of Ruins and Graves. You cannot have Power in Aden; but on our taking Possession, all who choose will remain as British Subjects, and all who wish to be yours can reside at your Territories, otherwise they must, when residing on British Ground, be subject and amenable to our Laws. We oblige no One under our Flag to remain by Compulsion; they are free!

This I promise you, that you shall be respected, and that the British will treat you as a Prince, and your Children the same; your House and Guns shall be yours. As my Time is now short, I should wish you to at once give me a decided Answer as to the Amount you require for the Extent of Territory previously mentioned; if at once, or monthly or annually. Your Idea of receiving Half the Custom Duties, I feel assured, would never be listened to; at present they are trivial, but with us, after a great Outlay, may be increased.

I am aware of the Duties you have received for the last few Years in Aden; the whole would not pay One Fourth our Expense on first sending Men and Necessaries

Necessaries on taking Possession; you cannot therefore imagine the British Government would incur so great an Expense without the Place being for a Certainty theirs.

Should Aden even become a British Possession, you will have no Occasion to fear our being molested or insulted, for we have both the Power and Will to obtain ample Redress from any Power.

In conclusion, I inform you we sail on the 27th; and I much regret you have not given a decisive Answer, for my Government could then at once have decided without further Reference; but at present I imagine they will probably send me singly in March, by which Detention References will again be made, and they cannot (admitting all was so concluded as to meet with general Approval) carry their Wishes into effect, owing to the S. W. Monsoon; which in June, July, August, and September renders a Passage from India to this a Two Months Voyage. Consider this, and give, while you have an Opportunity, a decided Answer. The Sum is surely not a very tedious Calculation, taking into consideration your Town is deteriorating in Value, and your Revenues from Aden for the last Year are only 6,000 Dollars, which your Agent can inform you of. It cannot then require a great Length of Time, or any very great Effort of laborious Calculation, to decide what would repay you for an Article of little Value, particularly when the Disposal of the same will increase your Revenues at your interior Towns.

I am now on the point of quitting your Country, and leave it with the most friendly Feeling for all, and hope that you will remain on Terms of Peace and Friendship with your Neighbours.

Give my kind Salaams to all your Family, and let me know if I can do any thing to oblige either yourself or them in Bombay.

Yours, &c.

S. B. HAINES.

IX.

No. 35.

Captain Haines
to
the Sultan of Aden,
24th January 1838.

No. 36.

The SULTAN OF ADEN to Captain HAINES.

(A. C.)

Without Date.

No. 36.
The Sultan of Aden
to
Captain Haines.

Your Letter of the 25th Shawul (23d January 1838), sent through Jaffer, has been received; and in regard to what you wrote respecting Aden, we have to state that we and our Tribe be the Sultans who live in the East and West, and the Citizens depend for Support on Aden.

And I ask of you Two Months Time, viz. Zilkau and Zilhuj (January and February). Go ye, Commander Haines, to Bombay, and consult with the Government; we shall also consult with our Tribe, and with the principal People.

The Way is this, that it shall be incumbent on us, you, and the Honourable Company to improve the City, defray the Expenses of the Tribe and the Sultans who are under this Jurisdiction, and defend the Place against any War at Sea or by Land; that whatever Loss may happen in the City shall be shared equally between us, you, and the Government, and whatever Profit may accrue shall likewise be equally divided.

When, on the Expiration of the Two Months, we shall meet together, a monthly or annual Stipend may be settled upon us.

We shall exercise Authority over our Subjects, and you over your own.

If after Two Months any Invasion be attempted by the Turks or other Nation, and in case you do not prevent it, the Blame would not rest on our Shoulders.

And after Two Months we shall have Communication with Commander Haines only.

IX.

No. 37.

No. 37.
The Sultan of Aden
to
Captain Haines,
23d January 1838.

The SULTAN OF ADEN to Captain HAINES.

Compliments. 23d January 1838.
WHAT I now write is from Lahedge, where all are well. Your Letter reached me, and I understood all you wrote in that Letter. I have finished with you on the Subject of the Town, and told you all on the Day I arranged for Two Months. You were agreeable; the Subject was finished while you were in Aden. Jaffer came to me afterwards, and brought me a Letter on our previous Conversation. I have finished, but you have not, and now wish for other Subjects, which is not correct. Jaffer came to me from you, and required other Promises. I have spoken Truth, and gave him a Letter, and from his Hand received another. I have given my Seal that Aden is yours, and you must now give me yours as a Security to me. You have both my Letter and Seal; if my Letter with the Seal does not please you, give it me back, and what I dictated to Jaffer give to Reshid, who will give it my Man, and he will bring it to me at Lahedge. We are One; our Friendship is old; we are Friends with you and your Government. We have great Friendship, and are very old Friends, even in Hamed Abdul Kurrem's Time, with whom you had a Treaty, and I have Witness.

If you have no other Language, and if my Letter will not satisfy you, return it to me; I mean the Letter by Jaffer.

(Signature of the Sultan.)

No. 38.

No. 38:
Captain Haines
to
the Sultan of Aden,
24th January 1838.

Captain HAINES to the SULTAN OF ADEN.

24th January 1838
AFTER numerous good Wishes and Compliments. I received your Letter, and understood its Contents, but regret to observe you appeared angry at my Letter. Your Words in a previous Letter to me were, "Let no Anger pass between us;" to which I have strictly adhered. Anger should never exist between those who wish to be friendly; and if any thing was written by me to give Annoyance, had you asked for an Explanation, or pointed it out, I should have been happy to have explained, for no Words of mine were intended to create it. On a Reperusal of my Letter I find nothing to do so; indeed the contrary; I merely asked a simple Question in consequence of your own Remarks, and that the Bombay Government may know your Answer; and in another Part pointed out that the South-west Monsoon would delay the Transfer being carried into effect for some Time, according to the March Arrangement; also that your Wishes regarding the present Jews, Banians, and Arabs in Aden were inadmissible in a Transfer.

What could there be in my Letter to create the evident Feeling it did? And I regret having to show such a Feeling to the British Government for your Sake, which I must inform you I am necessitated to do; besides, it is your last, and does not evince that Friendship I feel assured you would wish.

I return the Letter you so much wished for, merely objecting to the Part I have alluded to regarding the Jews, Banians, and Arabs in the Town.

In your Letter you have directed me not to write to you again; nor should I, only knowing you have not been accustomed to Trial with the English, and therefore do not estimate their Character in a correct Light. I feel natural Anxiety to put you in the right Path, and for that Reason write you this friendly Letter, as well as to convince you that my Promise in a previous Letter of executing all our Affairs without Anger has been adhered to.

With the kindest Compliments to yourself, and Family,

I remain, &c.

S. B. HAINES.

No. 39.

No. 39.
The Sultan of Aden
to
Captain Haines,
26th January 1838.

The SULTAN OF ADEN to Captain HAINES.

Written by Hamed, and dictated by his Father, who is very sick.

26th January 1838.
THIS Letter from M. Houssain Fudthel to my Friend, my very great Friend, Commander Haines Sahib. God preserve you!
Your Letter reached me, and by Reshid and my Son Hamed M. Houssain I send this. If God pleases, all on our Side will be properly arranged.

No. 40.

Captain HAINES to Sultan HAMED.

28th January 1838
 AFTER usual Compliments. I received the Letter brought by Reshid, written by yourself in your Father's Name; and have since learnt from the Interpreter, Moolla Jaffer, of your Arrival, in Company with Syed M. Houssain, in Aden. The Letter I received was very short, merely informing me you were coming.

If you have the sealed Authority from your Father to undertake and conclude my only remaining Wish, which is the Amount required for the Transfer, I shall feel obliged by your sending it to me in Writing.

Accept my best Thanks for your Kindness in sending me the Horses. I came Halfway in a Boat, when I met them; but, on second Thoughts, considered it would be useless my further troubling you with a Visit. I returned to the Ship, where I remain to await your Answer.

With Salaams.

IX.

No. 40.
 Captain Haines
 to
 Sultan Hamed,
 28th January 1838.

No. 41.

Sultan HAMED, written by Syed M. Houssain, to Captain HAINES.

28th January 1838.
 THERE is only One God. From Sultan Hamed ben M. Houssain Futhdel to my great Friend Captain Haines. God preserve you with kind Salaams. Written in Aden, and all the News is good; as God pleased your Letter reached me, and I understand it. We have come to Aden on the Part of my Father to arrange Affairs between us. Hear my Words, and we will hear yours without others being present, so that no one may know what we arrange, or be at all acquainted with it. Between us we have a Treaty, it is finished; we came here to settle every thing, so that both may be pleased. We are great Friends. When you come to Aden it will be good. Come to us in the Town. Syed M. Houssain sends his Compliments with my Salaams.

No. 41.
 Sultan Hamed
 to
 Captain Haines,
 28th January 1838.

No. 42.

Captain HAINES to Sultan HAMED.

28th January 1838.
 WITH Compliments. I received your Letter, and understand it. It will be more convenient, as you wish such Secrecy in a public Transaction already well known, for you to meet me on board the Ship, for we can then converse and arrange Matters agreeably to your Wish, without the slightest Fear of any of your People being made acquainted with its Conclusion; the Reason however for such Secrecy I cannot comprehend, for your Father has given the English Aden and its Harbours, under his Signature and Seal, for whatever the Government think proper to give, and it is only for your Sakes I asked the Sum you in your Hearts required for the Transfer.

It will be a pleasant Ride in the Cool of the Morning, and after the little remaining Part of our Affairs are settled, you will for the first Time in your Life be able to see the interior Economy of an English Ship, which Captain Denton will be happy to point out to you. I have not heard from your Father, but Reports have reached me of his being severely indisposed; is it so, or not? I trust the latter.

No. 42.
 Captain Haines
 to
 Sultan Hamed,
 28th January 1838.

No. 43.

Sultan HAMED, written by Syed M. Houssain, to Captain HAINES.

29th January 1838.
 THERE is but One God. To my dear Friend Captain Haines; God preserve him, with Salaams! Your Letter reached me, and I understood it. You must understand I wrote to you to direct you to come to me. I wish to converse with you, you and I alone, to speak sensibly, secret, and proper; you act according to

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No. 43.
 Sultan Hamed
 to
 Captain Haines,
 29th January 1838.

IX.

No. 43.
Sultan Hamed
to
Captain Haines,
29th January 1838.

my Wishes and I will to yours. We are Friends, and have a Treaty between the English and the Sultan of Aden; you and I are one, and we must not doubt each other. If you will not come, our Hearts are, that we wish to give you Character and Respect, it is for that Reason; as for Aden, God looks over it, and will over us. If you wish our Friendship come to me in Aden; and if you wish to have Aden, the People of Aden are not willing to have you. I would not tell you a Falsehood; I always speak Truth. No one will go out of their Houses until their Deaths. What Reshid informs you of is enough.

(Sultan Hamed's Signature.)

No. 44.

No. 44.
Captain Haines
to
Sultan Hamed.

Captain HAINES to Sultan HAMED.

Your Letter reached me, and I understood it; it was so long before I received it that I did not anticipate an Answer; and therefore wrote the accompanying Letter intending to have sent it To-morrow Morning; its Contents, however, are so *à propos*, that a further Remark is not requisite, and I now only wait for the Answer alluded to therein.

No. 45.

No. 45.
Captain Haines
to
Sultan Hamed,
29th January 1838.

Captain HAINES to Sultan HAMED.

(Extract.)

29th January 1838.

WITH Compliments. I am on the Point of Departure, and in 18 Days anticipate reaching Bombay, with the News of all that has transpired between us. How far the same may be agreeable I leave to your own Consciences, for they must sting you to the Quick. There is (as you do frequently express) but One God, who sees not only the Actions but inward Feelings of Man. He (though you must have forgotten the Laws and Tenets of your Koran) knew the Intention of your coming from Lahedge, and frustrated them by warning those who have acted with upright Feelings of Honour and Principle towards yourself and Family. I can now inform you that I have the minutest Information of what passed at Lahedge after Reshid left, which I shall report to my Government, who will act as they consider requisite. Aden and its Harbours are ours by your Father's Seal and Signature, and therefore, after your bad Intentions, the British Government are fully justified in doing towards it as they may deem correct. Refer back to my Letters, and consider on the Advice I first gave to come straightforward and honestly, and you would never have to repent it. Have I not throughout acted honourably towards you all? and latterly, when all was concluded, I merely for your Sake wished to know the Demand; the Return you intended towards me for such Kindness I thank you for, and will leave the Government, whom I come to represent, to consider on a deserving Equivalent. They may return Good for Evil; and in such Case it will be to evince to you the true Nobleness of the British Character.

I would now ask you, what have you gained by Intrigue and intended Treachery? I have the Bond for the Transfer of the Land and Harbours we required, under your Father's Signature and Seal; and what Bond have you now from me? Had you acted honourably you would have received Papers from me equally binding as the Seal of your Father for the Transfer, and it is now not too late if you send me the Sum you arranged for with Reshid, which I know; this will show you that I can forget and forgive.

The Transactions of the last few Days have done great Injury to your House and State in my Opinion, for Abuse has not been spared while Treachery was intended; but the Caffers (the kind Epithet given us) have still their Friends even among the Followers of the Prophet, Thousands of whom they govern, and are respected by them for their Wisdom, Rectitude, and Justice, in Government devoid of Oppression; they have also the Power to crush those who abuse them, but, having more Sense and Discretion, merely pity them. I also now pity you
for

for the Dilemma you have been led into, as well as your Father and Family. You, no doubt, Yesterday were confident that To-day I should have been your Prisoner at Lahedge, when you could have intimidated me; but I trust if I ever have the Pleasure of visiting your Town it will not be without that with me which will prevent Intimidation.

I feel happy for your Sake that in your kind Intention towards me you were disappointed, but, consider that ere I lost my Life others might have lost theirs, for you have never seen me without Arms; and as to your Intention to capture me, it is most probable that if it had been made it would only have been my lifeless Body, which would have been but a sorry Reflection for you afterwards, particularly when you considered upon the Retribution which would have inevitably followed. Such a wicked and ill-judged Intention never entered your Imagination before.

I would advise you now to make, during the few Hours I remain, an ample Apology to the Bombay Government for the Insults offered to them, by attempting to obtain (by forcibly detaining their Representative) Documents which were granted by your Father in Friendship.

I have left Damjee as a Government Agent over the restored Property, and request that you will honour him as such; and that when your Father's Bugalah Burruck arrives, the Chain Cable now on board of her, belonging to the late English Ship, be given in his Charge.

I wait till Sunset To-morrow, which will afford you the Opportunity previously alluded to.

S. B. HAINES.

No. 46.

Captain HAINES to the SULTAN OF ADEN.

30th January 1838.

With Compliments! After the friendly Manner in which all our Affairs had been transacted, judge my Surprise at hearing of the intended, though disappointed, Treachery of your Son Hamed and Syed M. Houssain. If you were accessible, or aware of such kind Intentions towards me, after your Expressions of Regard and Friendship, I can only regret the Want of Faith and Principle evinced in one whose Age should have taught him to have thought only of preparing himself for the Grave.

What could have induced your Family to have thought of such a disgraceful Way of obtaining the Papers which have passed between us? Could you have thought for a Moment that by capturing me you would have obtained them? Undeceive yourselves: no Force could have given them you, not even my Death. But why not have asked me for what you wished? We were Friends when you asked for the Paper by Moolla Jaffer. Did not I return it to you by Reshid ben Abdulla? Then why not have asked me at least for any other? Have I ever used Force or Deceit? Have I not only in a friendly Way pointed out to you the Advantages yourself, Family, and Country would receive by an Intimate Friendship, with the British? And had you, in the first instance, candidly said that you did not wish to part with the Country, it would have been enough; whereas you gave the British the Place by Seal, and then by Treachery your Family endeavoured to obtain all the Papers that had passed. Not a Request have you made to me but it has been attended and listened to with the Ears of Friendship; and what Return has been made for it? What will the British Government think of it? And will not your Neighbours even be ashamed of it.

Your Son Hamed, with Syed M. Houssain, have been badly advised, and will repent of it. I shall be in Bombay in 18 Days: Farewell. If you wish to write send me the Letter by a Bugalah before Two Days, for it will then reach me at Mocha.

No. 45.

Captain HAINES.

Sultan Hamed,
29th January 1838.

No. 46.

Captain HAINES
to the
Sultan of Aden,
30th January 1838.

IX.

No. 47.

No. 47.
The Sultan of Aden
to the
Governor of
Bombay,
15th January 1838.

The SULTAN of ADEN to the GOVERNOR OF BOMBAY.

(A. C.)

15th January 1838.

Your Letter, sent under Charge of Commander Haines, has been received, and the oral Communication made by that Officer understood.

With regard to your Requisition, that we should restore the Property alleged to have been plundered from a Vessel wrecked off Aden, or pay its Price in case it might not be recoverable, we have to state, that by the Treaty between us and Government, our Friends and Foes shall be regarded as yours; that we have neither plundered the Vessel, nor the Cargo on board of her. It often occurs that when a Bugalah or other Vessel is wrecked in any Port belonging to India, or Arabia, the Property and Lives on board are lost. It has not, hitherto, been recovered from the Hakim or Chief of the Place.

The Day on which I received Intelligence of the Wreck of the Vessel, which occurred at a Distance from the Shore, we, fearing for the Safety of the Lives on board, despatched our Son thither. The Nakhooda Merchants, and Syed Ensof hired, from their own Will, Boats belonging to the People of Soar and Somal; and entered into an Agreement with them, that out of the Property saved a Third should be made over to them. A Boat was also sent on our Part, for the Purpose of landing the Men on board, who however had landed previously; our Son, therefore returned to Aden.

The Nakhooda and Syed Ensof told our Son, that such Property, as might be recovered should be divided into Three equal Parts, of which One should be given to the Owner, another to the Proprietors of the Boats, and the Third to him (our Son) if he took care of the Property.

Our Son replied, that they (Nakhooda and Syed Ensof) should themselves look to their Vessel and Property, and that he had no Business to interfere. On this, they rejoined, that the Offer made by them was from their own free Will, and not, from any Force used. Our Son then said, that if such was their Wish they should give him a Note, which was accordingly written, and sealed and signed by the Son of Syed Ensof, and Nakhooda.

Commander Haines came with the (above) Letter, and required us in the Name of Government to pay the Sum of 12,000 Rials (German Crowns). We replied, that this would not take place; that the Principles of Justice should form the Basis of one's Conduct. He however replied in the Negative; when we said, "this Note (meaning the one above referred to) is executed by the Son of Ensof, who has imprinted his Seal too on it, and it also bears the Mark of the Nakhooda." Commander Haines nevertheless said, that he did not require any thing but the Sum of 12,000 Rials; on this we told him that he should take back the Third Part of the Property given to us, and that on account of our Mutchva (Boat), and the hired Boats; that we would not disobey the Orders of Government. He, however, expressed his Determination not to receive any thing but the 12,000 Rials, adding, that he would receive such Property from us as might be recovered and that Value of the Remainder might be paid.

The Nakhoodas of the Boats belonging to Soar and other People were mediating between us and Commander Haines, who however did not agree (to our Proposal). He informed us that the Sum of 12,000 Rials should be recovered from us, either by pacific or coercive Measures.

We said that we were ready to obey the Orders of Government, but that he should write to Government, and depute an Agent. To this Commander Haines answered, that he himself was the Government.

On this we obeyed the Order of Government, and returned whatever Property we had belonging to the Vessel, given to us on account of the Boats hired, and the Third promised to us, amounting in the whole to Rials 7,809. When he (the Commander) demanded the Residue, we gave him a Note of Hand for the Sum of Rials, 4,191, to be paid within One Year; we have not gained any thing in the Affair.

Afterwards we were informed that it is your Intention to hoist the British Flag in Aden and Toowye, and carry on Trade. We then asked in what Manner; whether conformably to the Practice formerly existing between Sultan Abdool Kurrem

Kurram and the Honourable Company. He (Commander Haines) replied in the Negative; and added, that the Land should belong to us, and the Ports to the British. Let it be known to your Excellency, Oh! Sire, that it is an Arabian Adage, that "Let the Body be burnt, but do not let the Wuttum (native Country) be pierced through." It is better to sell one another than do this. It will cut off from him his Resources, and deprive him of his Dignity, &c.

Friendship and Treaties have long subsisted between us and your Excellency, and will continue so; and during the last Forty-five Years we have never experienced any thing evil from you, nor you from us.

If your Excellency have any Business in Aden, whether for a long or short Time, your and our Ports are the same. We and you are identical. Our and your Friends and Foes are the same. You should live under your own Flag, and we under our own. Such an Arrangement may be entered into.

We shall never do any thing bad to you, nor you to us; any one may subsist on his Resources and Name.

In case any Aggression, whether by Sea or Land, be attempted upon us by our Enemies, we shall trust in the Almighty and you; because the Enmity of the Tribes surrounding us will be increased; whom we will not dread, if you maintain a Union with us, and act in conjunction with us.

With regard to the 4,191 Rials, it will be better if you remit a Part of it, for it (the Demand) does not consist with the Principles of Equity.

IX.
No. 47.
The Sultan of Aden
to the
Governor of
Bombay,
15th January 1838.

No. 48.

PAPER accompanying the LETTER of the SULTAN OF ADEN.

15th January 1838.

We are in great Want of 800 large Shot for Guns, each weighing from Four to Five Seers, as also Bullets, Lead, and Powder, for Muskets; we also require Gun Carriages. As stated in our Letter, our Ports are those of yours; our Friends and Foes are likewise yours. Commander Haines will in Person make you perfectly informed.

No. 48.
Paper
accompanying the
Letter of the
Sultan of Aden,
15th January 1838.

No. 49.

MINUTE by the GOVERNOR OF BOMBAY, to which Mr. FARISH subscribed.
(Extract.)

26th March 1838.

THE Question regarding the Occupation of Aden is on various Accounts so important, and is likely to be the Occasion of so much Discussion, that the Authorities with whom the Decision rests ought to be put in full Possession of the Views with which we have acted in respect to it, and of the serious Considerations which in our Conception it involves.

Whether looking to the immediate or the remote, the present or the prospective Concern of British India in this Question, the Authorities referred to will, I trust, approve of our Proceedings; but, highly as I value their good Opinion, the Conduct of this or that Government seems to me but a very secondary Object of Consideration in the Case. My Anxiety is, not so much that they should approve, as that they should adopt and ratify our Measures. I deem it of the highest Moment to press upon them with all the Earnestness of Entreaty which, consistently with the Deference due to them, we may properly use, to secure for the British Government, at the only Moment when such a Step is likely to be practicable for Centuries, a Possession which unforeseen Circumstances have placed within their Reach, and which cannot but be attended with incalculable Benefit to all the Interests of which they are the constituted Guardians.

It may be proper for me, in the first place, to allude briefly to the Facts of the Case, and especially to the Circumstances and Considerations that have led this Government into these Relations with Aden, which at present exist only in a provisional Shape, and may be dissolved at Pleasure, but which, as I presume to think, every Motive both of Self-regard and Self-respect, calls on the British Government to convert into a permanent Connexion.

No. 49.
Minute
by the Governor
of Bombay,
26th March 1838.

IX.
 No 49.
 Minute
 by the Governor
 of Bombay,
 26th March 1838.

In March 1837, the Superintendent of the Indian Navy enclosed to Government a Letter from Captain Haines, who was then at Maculla, dated in the preceding October, from which it appeared that both the Arabian and Abyssinian Coasts of the Gulf of Aden were becoming very unsafe from the Depredations committed on Trading Vessels, and that the Sultan of Aden had shown himself to be little better than a common Marauder. An Instance was stated in which that Chief had used very ill the Crew of an Arab Ship wrecked on his Coast, plundering them of all they had, even to their Clothes, and levying such Exactions on the Master that, in Anger or Despair, he burned his Vessel.

The Bombay Government could only give general Instructions, that, in case of any Outrage being offered to a Vessel under British Colours, Redress should be peremptorily demanded. But long before these Instructions were issued, and indeed before the Intelligence which elicited them had reached Bombay, a Case, such as they supposed, had actually occurred.

In January 1837, the *Dona Dowlut*, a Madras Ship, freighted chiefly from Calcutta and the Malabar Coast, and sailing under British Colours, was intentionally wrecked by the Sailing Master on the Coast of Aden. The Inhabitants of the Town plundered the Vessel, and refused to take the Crew from the Wreck, or to supply them with Provisions; in consequence of which, several of them perished in the Attempt to save themselves. Such as succeeded in reaching the Shore were robbed and stripped naked, and some Mahomedan Women of Respectability, bound on a Pilgrimage to Mecca, suffered the most brutal and shameful Indignities. The wretched Victims appealed to the Authorities in vain. There is every Reason to believe that the Sultan himself took a Portion of the Booty, but at all events it was, with his Connivance, taken by his Officers.

The Bombay Government, on learning these Circumstances, instantly brought them to the Knowledge of that of India, stating that the Outrage which had thus been committed by the Authorities at Aden on the Persons and Property of Individuals sailing under the British Flag, and entitled to British Protection, called for prompt Notice and effectual Redress, and requesting Permission to enforce the Demand, if ample Satisfaction were not conceded. Before that Call could be answered from Calcutta, we followed it up with a Proposal that we should immediately be allowed to take possession of the Port of Aden, as a Compensation for the Insult offered to the British Flag.

This last Proposal is no longer in question; for it was disapproved by the Supreme Government. It is possible that the Course we recommended may to many appear extreme. By the acknowledged Laws, however, of civilized Nations, every Power is entitled to insist on Redress for Injuries inflicted by another Power on its Subjects; such Redress embracing ample Satisfaction for the Evil done, and full Security against a Repetition; and if that other Power either cannot, or will not, meet the Call, both for the past and future, the injured Party is completely justified in adopting Measures of Coercion to avenge the Wrong, and to establish the Security.

Undoubtedly, the Advantage of occupying Aden as a Station convenient for the Purposes of Steam Navigation; entered largely into the Views of the Bombay Government; but we should never have proposed to take forcible Possession of the Place had we not conceived, not only that the Insult and Injury offered to the British Flag demanded signal Reparation, but that nothing less than the Occupation of the Port under civilized Rule would ensure us against the Recurrence of both. It seemed to us, that having to deal with a barbarous Nest of Robbers, miscalling themselves a Government, we had a Right to carve out Redress for ourselves; that to disarm the Offenders was our only valid Security for the future, and that it could form no Objection to this Measure that we should gain by it far greater Advantages than they would sacrifice.

I now, however, allude to this Proposition only historically, for the Government of India declined acceding to it; and I am willing to admit that they estimated it more correctly than that of Bombay. The Rules of Justice cannot be held too sacred. For the Sake of these and of the British Character, it might be right to act with a Forbearance which the offending Party itself did not deserve.

It is possible that, in that Instance, we were somewhat misled by the very tempting Advantages which the Port of Aden offered. But that Question being gone by, and the only Measure now in contemplation being not the Seizure, but the free Purchase, of Aden, I may be allowed, without Suspicion, to draw Attention to those Advantages, as they stand particularly described in my Minute of the

23d September. I shall here only say, that as a Military Post of great Strength, as an excellent Depôt for Coals, as an admirable Harbour for our Steamers, as a Station fitted to be the Mart or Entrepôt of an extensive Commerce, and as a convenient half-way House between Bombay and Suez, Aden has no Rival. Even with regard to the Transit to the Red Sea, from the Point de Galle, the Superintendent of the Indian Navy, who has paid great Attention to the Subject, considers this Port as preferable to Socotra. In respect to Bombay, its Superiority is very decided. But this has reference only to the Question of Commerce and Navigation. There are other Advantages possessed by Aden which, as will appear in the Sequel, render the Possession of it most essential to the British Power.

The Government of India, as I have already observed, did not view the Pillage of the Doria Dowlut as an Outrage which would justify us in taking Possession of Aden. We were therefore directed only to demand Redress, if that were granted; some amicable Arrangements might be made for the Occupation of the Place; if it were refused, further Measures might be considered, and in the meantime Information might be collected of the political State of Aden, and of the neighbouring Countries.

The Instructions already alluded to, of the Government of India, after directing that Satisfaction should in the first instance be demanded of the Sultan of Aden, for the Outrage committed in the Instance of the Doria Dowlut, proceeded to say: "If it be granted, some amicable Arrangements may be made with him for the Occupation of the Port as a Depôt for Coals, and Harbour for Shelter."

Under these Directions, the Bombay Government in the first instance contented itself with instructing Captain Haines, who was deputed to Aden on the Occasion, to demand Redress of the Sultan, and also to obtain, if possible, his Consent to our establishing there a Coal Depôt. On its being brought to our Knowledge, however, by the Superintendent of the Indian Navy, that, in the Opinion of Captain Haines, the Sultan would willingly, and on very favourable Terms, make over to us the almost isolated Point of Aden, we conceived that the Instructions of the Supreme Government would bear us out in obtaining such Transfer. We therefore directed Captain Haines to enter into Terms with the Sultan for that Purpose, subject to the Confirmation of Government.

The Government of India did not indeed in express Words authorize us to negotiate with the Sultan for a Cession to us of the Port and Harbour; but they desired us to obtain the Occupation of the Port as a Coal Depôt, and that of the Harbour as a Place of Shelter. These Words far exceed the mere Establishment of a Coal Depôt, under the Auspices of the Sultan, and in fact could not in any practical Sense, or to any beneficial Purpose, be fulfilled, except by our obtaining the Occupation of that Port and Harbour as a Matter not of Sufferance but of Right.

In the Conduct of the Mission intrusted to him, Captain Haines displayed, as it appears to me, considerable Firmness and Patience. He demanded, and with much Difficulty obtained, the Restoration of a Third of the Value of the plundered Vessel, which, for the Reasons he assigns, appeared a just though a moderate Demand.

Having accomplished the first Part of his Duty, this Officer proceeded to treat for the proposed Transfer. After less Delay and fewer Difficulties than could have been expected, the Sultan made, under his Seal, a formal Cession of the Town and Promontory of Aden to the British; and it was agreed that he should receive the Sum of 8,700 Dollars annually in lieu of the Revenue which he now derives from the Port Dues, and which Captain Haines estimates at 6,000 Dollars.

But when all seemed thus satisfactorily concluded, the Sultan's Son, excited by an intriguing Relative, seems to have formed the Plan of seizing Captain Haines at their parting Interview, for the Purpose of forcing from him all the Papers connected with his Mission. Private Intelligence of this meditated Treachery was conveyed to the British, and the Interview was avoided. Captain Haines supposes; and I have no Doubt justly; that the Hope of recovering the Bond for 4,000 Dollars which had been given in part Payment of the Compensation for the Plunder of the Doria Dowlut, instigated the Attempt. I am not, however, disposed to treat the Matter as one of much Importance. We have no Knowledge of it but from Report, and all concerned in it will solemnly deny the Truth of the Information. Meanwhile the written Agreement of the Sultan

IX.
 No. 49.
 Minute
 by the Governor
 of Bombay,
 26th March 1838.

himself, evidenced by his Seal, remains in our Hands. Captain Haines, whose Judgment I would greatly trust, believes that a firm Countenance, and, if it be necessary to buy off the latent Opposition, the prudent Disbursement of a few Dollars would smooth away every Difficulty.

While, however, I am for regarding this intended Outbreak as in itself a Matter of small Consequence, there is one View in which it can hardly be over-rated; in fact, I cannot but hail it as a most happy Incident. It settles conclusively the Necessity of our holding the Port and Harbour of Aden in our own Hands, if we mean to avail ourselves of the one as a Depôt for our Coals, and of the other as a Shelter for our Vessels, whether of War, or Commerce, or Transit. I need not minutely repeat what I have already urged on this Head. To place our Ships and Steamers at the Mercy of a barbarian Power, whose best Intentions and most solemn Engagements are liable every Moment to overthrow, by the Turbulence of the jarring Elements that compose it, is to build the Citadel of our Strength on a shifting and treacherous Sand.

I shall only add, that the Approbation of Government should be expressed to Captain Haines for his Conduct; he of course to be indemnified for the Value of the Presents he made, or other Expenses; and some extra Allowance might be made to him for the Time during which he was employed in his Mission. The Military Secretary may be requested to favour us with Precedents on this Point.

No. 50.

The BOMBAY GOVERNMENT to the COURT OF DIRECTORS.

(Extract.)

No. 50.
 The Bombay
 Government
 to the
 Court of Directors,
 30th March 1838.

Bombay Castle, 30th March 1838.

We have only Time to request your Court will take into your earliest Consideration the important Questions discussed in these Minutes, and favour us with your Sentiments and Instructions on them as early as practicable.

No. 51.

The SECRETARY with the GOVERNOR GENERAL to the SECRETARY to the BOMBAY GOVERNMENT.

No. 51.
 The Secretary
 with the
 Governor General
 to the
 Secretary to the
 Bombay
 Government,
 2d July 1838.

Simla, 2d July 1838.

SIR,
 I AM directed to acknowledge your Three Despatches, with Enclosures, under Date the 5th ultimo, reporting the Result of Negotiations for the Transfer of the Port of Aden to the British Government.

The Governor General is of opinion that it is an Object of great Importance for the Maintenance of Steam Communication that a Depôt for Coals should be established at the Port of Aden, and he considers the Arrangements effected for this End as satisfactory.

As regards however the taking possession, by Sale or Transfer, of that Port as a Dependency of Bombay, his Lordship does not feel himself at liberty to express an Opinion, further than in stating his Concurrence with the Government of Bombay in the high Estimate which has been formed of the Value of this Position. The Question is one on which Her Majesty's Government is rather called upon to pronounce Judgment than the Supreme Government of India.

The Governor in Council, will doubtless take early Occasion to refer the Arrangements entered into for the British Occupation of Aden to the Court of Directors, in order that Communication may be had with Her Majesty's Ministers, whose Concurrence would appear to be requisite before the Measures can be considered final.

I have, &c.

H. TORRENS.

No. 52.

The BOMBAY GOVERNMENT to the SECRET COMMITTEE.

(Extract.)

Bombay Castle, 27th August 1838.

We have the Honour to acknowledge the Receipt of your Committee's Letter, dated the 30th May last, forwarding, for our Information and Guidance, a Copy of your Despatch to the Government of India, regarding the Occupation of Aden.

It appears to be the Wish of the Home Authorities that the Port of Aden should be occupied by this Government without Delay; indeed it seems to be their Expectation that Measures are already in progress to secure this important Object; which, however, we beg to state is not the Case. The Question as to taking possession of it by Sale or Transfer was, on the 5th of June last, referred to the Governor General of India, and we were, in reply, informed, that his Lordship did not feel himself at liberty to express an Opinion on the Subject, further than in stating his Concurrence with this Government in the Estimate which had been formed of the Value of this Position, and that the Question was one on which Her Majesty's Government was rather called upon to pronounce Judgment than the Supreme Government of India.

Since the Receipt, however, of your Committee's present Despatch, we deemed it proper to make a further Reference to the Governor General of India, as we did not feel ourselves at liberty to embark in this, or any distant Enterprise, without his Lordship's special Sanction, at a Time when all the Resources of this Presidency may be put in requisition to secure Interests of far greater Importance than the Occupation of Aden.

If we could rely with Confidence that the Occupation of Aden could be peaceably effected, on the Fulfilment on our Part of our Engagement to pay to the Sultan the Amount stipulated by Captain Haines of the Indian Navy, we should not have hesitated in adopting immediate Measures to meet the Wishes of the Home Authorities; for little more would in this Case have been necessary than to select a suitable Officer for the Duty, and to send him to Aden, with such Military or Naval Force, Stores, &c., as would be a Protection against open or secret Attacks from the Arabs in the Vicinity.

From the Manner, however, in which Captain Haines's Mission terminated, we do not think that we can fairly calculate that no Opposition will be encountered; and, in this Case, common Prudence requires that the Officer who is deputed to Aden should be accompanied by a Force sufficient to contend against such Opposition. In short, this appears the most likely Mode of preventing Opposition to our Views.

As a preliminary Measure, we have called upon the Superintendent of the Indian Navy to state what Means are at our Disposal for carrying the above Measure into effect, and to report, after having communicated with Captain Haines,

1st. Whether it was likely that any great Difficulty would be experienced in carrying into effect the Engagement negotiated by Captain Haines with the Sultan of Aden,

2d. What Amount of Force, Military and Naval, would be required to effect the Object amicably.

3d. What Force of both Descriptions would be necessary, on the Supposition, that the Authorities at Aden refuse to adhere to their Engagements, and resist our Designs.

We shall not fail to report our further Proceedings regarding Aden to your Committee, without Delay.

IX.

No. 52.
The Bombay
Government
to the
Secret Committee,
27th August 1838.

IX.

No. 53.
The Superintendent
of the
Indian Navy
to the
Governor of
Bombay,
23d August 1838.

No. 53.

The SUPERINTENDENT of the INDIAN NAVY to the GOVERNOR of BOMBAY.

(Extract.)

Bombay, 23d August 1838.

IN reply to Mr. Willoughby's Letter of the 21st instant, requiring me to consult with Commander Haines, and to report on the several Points submitted relative to the Occupation of Aden, I have the Honour to enclose the accompanying Copy of a Letter from Commander Haines (his Indisposition preventing my having a personal Conference); that will be found a better Reply to the Third Paragraph than I feel myself in a Position to judge of correctly; but should suppose, an able Negotiator would induce him to follow up favourably the former proposed Treaty.

The Second and Third Paragraphs I conceive would be answered amply in the proposed Number of Troops under either Circumstances, it making but little Difference; until all settled down to quiet Rule.

The Naval Force available, excluding the Steamers, would be as per Margin, One of the Schooners being kept at the Presidency to bring up Treasure from the Coast; but if the Steam Vessels are diverted from their present Employment, both must be retained to carry Despatches or Mails.

A Sloop and One small Vessel, with the Two Coal or Gun Boats, would afford, I should conceive, ample Protection; it being borne in Mind, a Steam Vessel is in the Port twice in a Month; that gives Weight; should it be found advisable to have a floating Depôt there for the Coal, that, I beg leave to recommend, armed as a Block Ship, would contribute much to the Defence at a cheap Rate, and which would dispense with the Services of an active Vessel.

Coote, 18 Guns,
Palnurus, 6 Guns,
Nerbuddah and
Margaret, small
Cutters, and either
the Constance or
Mahe Schooners.

No. 54.

Captain HAINES to the SUPERINTENDENT of the INDIAN NAVY.

No. 54.
Captain Haines
to the
Superintendent of
the Indian Navy,
22d August 1838.

Bombay, 22d August 1838.

Sir,

In obedience to your Wishes I have the Honour to offer my Opinion on the required Points.

I consider it probable there will be Difficulty in at once arranging for the Transfer of Aden to the British, for Arabs are at all Times slow and uncertain; they will require some Days to talk the Matter over, as well as to endeavour to obtain the best possible Bargain for the same. However, all will I think be overcome by the Influence of Money, and the Sight of Troops, particularly if some be European.

From Experience, I can affirm that Intercourse with the Chieftain of Aden, and his Relatives, who possess so much Influence over him, will require a considerable Share of Patience, united with a cool determined Manner, to bring them to their Senses; and when they appear to be wavering, I would suggest, that an evident Wish to conciliate by mild Measures be evinced, marked with decisive Adherence to any previous Threat, Promise, or Agreement.

The Difficulty in immediately arranging the Transfer of Aden to the British, will not, I feel assured, originate with the Sultan, but with his Son Hamed, and Son-in-Law Syed M. Houssam, the latter being a designing and intriguing Character, one who would sell the whole Family to benefit himself. Then, again, the Chief of the Houshbee Tribe has a Daughter married to Hamed, and they, consequently, would look forward to some Share of the Spoil.

I would recommend that whosoever proceeds to Aden be authorized, by the Governor in Council, to correspond with the surrounding Tribes, particularly the Fethelee and Yaffaar Chieftains, assuring them at the same Time that it is the Wish of the British Government to be on the most friendly Terms, and to encourage Commerce for the Benefit of their States; thus I would do to avert the Suspicion of our first Encroachment.

In answer to the Second and Third Query, I respectfully beg to say, that I consider it would be most advisable to be prepared for Resistance, and for which Purpose I would recommend the following Military and Naval Force:

CORRESPONDENCE RELATING TO ADEN.

MILITARY.

European Infantry	Rank and File.
European Artillery	300 Men.
Native Infantry	40 Men.
Native Artillery	250 Men.
A Party of Engineers, and Sappers and Miners.	60 Men.

FX
No. 54.
Captain Haines
to the
Superintendent of
the Indian Navy,
22d August 1838.

NAVAL.

1 Sloop of 18 Guns, which, in case of Storm, would send 60 European Seamen and 14 Sepoys.
1 Brig of 10 Guns. 30 Seamen and 8 Sepoys to storm.
1 Schooner, long Gun }
1 Cutter, long Gun } 12 Seamen and 4 Sepoys to storm.
Two Gun-boats; flat-bottomed, would do afterwards as Coal Boats; some Mortars and Rockets; Two light flying Six-pounders, or Twelve-pounders Howtzer Guns; besides these, to defend the different Points from Attack, when Aden is in our Possession, I would recommend from 24 to 28 Iron Guns, the Calbre from 12 to 18-Pounders, and Two of smaller Size, prepared for Martello Towers.

For the Security of Aden, after Possession is obtained, the Defences in order, and the surrounding Tribes peaceably disposed, I consider the following would be sufficient Troops to garrison it:

European Infantry	200 Men.
European Artillery	40 Men.
Native Infantry	200 Men.
Native Artillery	60 Men.

I give this Opinion in consideration of what I think will be necessary at first, but as the Population increases (which it soon will under the British Flag), and Aden becomes a mercantile Emporium, perhaps it will be found necessary to increase this Strength.

I would not advise the Absence of all the Vessels of War for some Time after it is in our Possession, as the Bedouins hold the Appearance of a fighting Vessel in great Dread.

In conclusion, I beg to mention that no Building Materials or Artificers can be obtained at Aden.

I have, &c.
S. B. HAINES.

No. 55.

The SECRETARY to the GOVERNMENT OF BOMBAY to the SUPERINTENDENT of the INDIAN NAVY.
(Extract.)

No. 55.
The Secretary
to the Bombay
Government
to the
Superintendent of
the Indian Navy,
5th Sept. 1838.

Bombay, 5th September 1838.

I AM directed to acknowledge the Receipt of your Letter, dated the 22d ultimo, forwarding a Report from Commander Haines regarding the Occupation of Aden by the British Government, and in reply, to inform you, that the Governor in Council has resolved on adopting the following Measures.

Government has resolved in the first instance to obtain peaceable Possession of Aden. For this Purpose Commander Haines is to be immediately deputed to that Place, for the Purpose of inducing the Sultan of Lahedge to carry into Effect the Agreement which he entered into for the Cession of Aden to the British Government.

The Governor in Council therefore directs that Commander Haines proceed with as little Delay as possible to Aden, on board the Company's Sloop of War Coote, and that you will instruct the Commander of that Vessel to act in conformity with such Orders as he may receive from Commander Haines.

On his Arrival at Aden, Commander Haines will at once proceed to renew his former Negotiations with the Sultan of Aden, and should be careful in no Way to exhibit any Mistrust as to the immediate Ratification of the Cession.

Should.

IX.

The Secretary
to the Bombay
Government
to the
Superintendent of
the Indian Navy,
5th Sept, 1838.

Should that Officer, however, perceive any Inclination on the Part of the Sultan, to recede from his Engagement, he should take the Opportunity of impressing on the Sultan the Insufficiency of the Reparation afforded for the Insult and Injury offered to the Ship Doria Dowlut, when trading under British Colours, and distinctly intimate to him that, uncoupled with the Cession of Aden, the Insult offered on that Occasion to the British Flag would have been followed with the severest Marks of the Displeasure of the British Government.

Should Commander Haines eventually find a stronger Tone necessary, he should point out to the Sultan, that the Agreement for the Cession of Aden was actually concluded with the Exception of the specific Sum to be annually paid by the British Government; that even this Amount was agreed upon, and a Meeting arranged with the Sultan's Son for the final Ratification of the Engagement, when Commander Haines was prevented from attending, in consequence of Information that Treachery was intended, and that the Seizure of his Person was in contemplation.

The Sultan should further be informed, that if he now ratifies the Cession, the British Government will be satisfied that the above Information was unfounded, and that no such unpardonable Outrage was intended. On the other Hand, should he now draw back from his pledged Faith, he will be held responsible, not only for the Insult to the British Flag in the Case of the Doria Dowlut, but also for that meditated towards the Person of the Officer deputed by the British Government to demand Reparation for the former.

Finally, but not until every Effort has been made to induce the Sultan to ratify the Cession, he should be informed, that on Commander Haines reporting to Government that the Sultan has receded from his Engagement, it is highly probable that a competent Force will be immediately sent to take possession of Aden, and that the British Government will in such a Case hold it without any Acknowledgment or Payment whatever, either to himself or Family.

Enclosed is the Draft of a Treaty in English and Arabic, which the Governor in Council is desirous of concluding with the Sultan of Aden, subject, however, to the final Ratification of the Governor General of India.

With reference to the Second Article, I am directed to observe, that the Governor in Council leaves it to Commander Haines's Discretion to make a moderate Addition to the Sum of 8,700 Dollars, which the Sultan agreed to accept for the Cession, should he be of opinion that the Sultan will thereby be conciliated, and induced voluntarily to adhere to his Engagement. I am also directed to state, that the Payment of the Sum agreed upon may be made quarterly or half-yearly, should the Sultan desire it.

In the event of Commander Haines's Negotiations terminating satisfactorily, the Governor in Council is pleased to authorize that Officer to remit in full the Payment of the Sum required as Reparation for the Plunder of the Doria Dowlut, should he observe that this is a Point on which strong Feeling exists. The Bond taken from the Sultan, providing for the Payment of this Sum, should in this Case be restored to him.

Commander Haines will be provided with such Amount of Dollars as he may deem necessary, and with such Presents as he may conceive best suited to the Tastes of the Sultan and his Family, and of a few of the most influential Persons at Aden, although he should be cautious not to exhibit any Excess of Liberality, lest unreasonable Expectations should be excited.

The Governor in Council is of opinion that a few Presents judiciously distributed will materially tend to the successful Issue of his Negotiations.

To give the greater Weight to this Mission, and to keep down the Disposition to Violence, which Commander Haines appears to have been exposed to on his first Visit to Aden, an Escort of 30 Europeans, under an intelligent commissioned Officer, will be embarked on board the Coote.

Lieutenant Western, of the Engineers, has also been directed to accompany the Mission to Aden, for the Purpose of reporting on the Fortifications at present existing, and on what will be required for the proper Defences of the Place, and for the Accommodation of such Troops as may hereafter be sent there.

Commander Haines is likewise permitted to take with him the Interpreter who witnessed the Agreement of Cession, and Sheik Tyeb, the late native Agent at Mocha. The Influence of the latter Person with the Sultan is stated to be considerable, and his accompanying the Mission may therefore prove very beneficial.

It

It may probably become necessary that Commander Haines should hold Communications with the Arab Tribes in the Vicinity of Aden. He should, however, carefully limit his Intercourse with these Tribes to Assurances of Goodwill and Friendship so long as they maintain Relations of Amity with the British Government, and which they may be assured it is our earnest Wish to cherish.

Commander Haines will guarantee to the Sultan of Aden Protection to himself and Family to the Extent specified in the accompanying Treaty; but he should be explicitly informed, that so long as British Rights and Interests are respected, Government will not interfere in the Quarrels of the different Tribes surrounding, unless our Mediation is sought for by both Parties.

You are requested to furnish Commander Haines with the Draft of the Treaty in English and Arabic, alluded to in the 9th Paragraph of this Letter. It is desirable that the Terms of the Treaty should be fully understood by the Interpreter who is to accompany Commander Haines, and you will therefore be pleased to instruct that Officer to send him to the Office of the Persian Secretary, in order that they may be explained to him.

The original Deed of Transfer and the Bond for Remuneration on account of the Plunder of the Doria Dowlut, are likewise enclosed for the Purpose of being delivered to Commander Haines.

You will be pleased to instruct the Commander of the Company's Sloop of War Coote to place himself under the Orders of Commander Haines during that Officer's Mission, and to attend to such Requisitions as he may from Time to Time receive.

You are also requested to instruct the Commander of the Company's Steamer Berenice to call at Aden without Fail on the Return of that Vessel from Suez, in order to convey Dispatches from Commander Haines. Should the latter Officer, however, not have arrived at Aden, Captain Lowe will endeavour to obtain Information regarding the State of Affairs at that Place; without, however, delaying the Steamer's Passage to Bombay more than Two or Three Hours.

It is to be hoped that Commander Haines, however, will reach Aden in sufficient Time to admit of his communicating by the Steamer full Information of the Progress of his Negotiations, and at the same Time of explaining his Views of the Number and Description of Troops and Ordnance necessary to garrison and defend Aden, the Means available for quartering the Men, the Stores and Provisions required, the Resources of the neighbouring Country, the Time when it will be best for the Troops to reach Aden, and on any other Point (not omitting a full Account of the present Condition and Resources of Aden itself) which may occur to him desirable to be submitted for the Consideration of Government.

You will also instruct Commander Haines to communicate the Result of his Mission to Colonel Campbell, to enable that Officer to transmit Information of his Proceedings to Her Majesty's Government. Inclosed is a Letter from the Governor to the Address of the Sultan of Aden, which Commander Haines is authorized to deliver or withhold, as he may, according to Circumstances, deem most expedient.

Commander Haines is permitted to draw the same Allowances as were granted to him on the Occasion of his first Mission to Aden.

As the Duty now confided to this Officer is purely of a political Nature, you will be pleased to instruct him to correspond direct with Government, in the Political or Secret Department.

I have, &c.

J. P. WILLOUGHBY.

IX.
No. 55.
The Secretary
to the
Bombay
Government
to the
Superintendent
of the
Indian Navy,
5th Sept 1838.

No. 56.

DRAFT of a TREATY between the BRITISH GOVERNMENT and the SULTAN OF ADEN.

1. THE Sultan of Aden agrees to cede in Perpetuity, in free Sovereignty to the British Government, the Land of Aden, as far as the Northern Side of the Khore Muksa, including the Mountains and every Part of the Land generally included in what is called Cape Aden, together with the Harbours of the same, named Gubet Toowye, Bunder Serah, Bunder Duras, and the Islands within the same, as well as Seerah Island, and all Fortifications, Reservoirs, Tanks, Wells, public Buildings, Gates, and Ruins, now existing within the above Limits.

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No. 56.
Treaty between the
British Govern-
ment and the Sul-
tan of Aden.

IX.
No. 56.
Treaty between the
British Govern-
ment and the Sul-
tan of Aden.

2. The British Government agree to pay the Sum of . . . Dollars to the Sultan of Aden annually in Arrears on the 31st December of each Year, or so long as they may retain Possession of the Territory ceded in the First Article.

3. The British Government engages that no Interference or Molestation shall at any Time be offered those who profess the Mahomedan Religion, and that no Injury or Damage shall be done to the Mosque of Sheik Hydroosse, or to any other Mosque or Place of Mahomedan Worship. The free and unrestricted Exercise of Religion is guaranteed the Mahomedan Priests and all who profess that Faith.

4. All Persons who may choose to reside within the Limits defined in the First Article shall be entitled to British Protection, according to the Laws which may be established by the British Government.

5. The Sultan of Aden engages to afford every Facility in his Power for the Prosecution of Commerce within his Dominions and the Country adjacent thereto, and will afford efficient Protection to all Persons under the British Government and Flag, resorting to them for commercial or other peaceful Pursuits.

6. The British Government will maintain the most amicable Relations with the Sultan, his Family, Relations, and Tribe. The Sultan and his Family will be at liberty to reside at Aden, and will be treated with the Courtesy and Honour due to their Rank and Station.

7. Two of the Vessels belonging to the Sultan of Aden, not exceeding the Burthen of 200 Tons each, shall be allowed to trade with Aden free of Duties, should they however be freighted with the Property of his Subjects or other Persons, the usual Duties will be levied thereon.

8. The British Government guarantees to the present Inhabitants of the Territory ceded in the First Article the full and undisturbed Enjoyment of all Houses and other private Property now in their Possession. In the Event of any Part of the same being required for public Purposes, the same will be purchased at a fair Valuation.

9. The Sultan of Aden will be allowed to retain his present private Dwelling Houses. All Ordnance now at Aden is the Property of the Sultan, and may be removed to Lahedge.

No. 57.

THE GOVERNOR OF BOMBAY to the SULTAN OF ADEN.

(A. C.)

I HAVE despatched Captain Haines to conclude the Arrangement previously agreed upon for the Transfer of the Point and Harbour of Aden to the British Government.

I have considered you would be best pleased with seeing this Officer, as you are personally so well known to him, and the final Ratification of a Treaty of Friendship will be with greater Facility and more satisfactorily arranged between old Friends.

The Government received your Letters, and will attend to your Wishes when the final Arrangements for the Occupation of Aden have been completed.

No. 58.

THE SECRETARY to the BOMBAY GOVERNMENT to the SECRETARY with the GOVERNOR GENERAL.

(Extract.)

Bombay Castle, 5th September 1838.

WITH reference to my Letter dated the 25th ultimo, regarding the Occupation of Aden by the British Government, I am directed to forward, for Submission to the Governor General of India, Extracts from the further Proceedings of this Government connected with the same Subject, from which his Lordship will observe that this Government has resolved, for the Reasons therein recorded, to adopt immediate Measures for obtaining the peaceable Possession of Aden.

I am further directed to express the earnest Hope of this Government that the Measures about to be adopted for securing this important Object without previous Instructions will, under the Circumstances of the Case, meet with his Lordship's Approval.

From the recent Communications from England, it is evident that the Home Authorities attach much Importance to the Possession of Aden; and it has occurred to

No. 58.
The Secretary
to the
Bombay
Government
to the
Secretary
with the
Governor General,
5th Sept. 1838.

CORRESPONDENCE RELATING TO ADEN.

43

to this Government that any Delay in our Endeavours to obtain Possession may be productive of future Difficulties.

With reference to the Draft of the Treaty which Commander Haines has been instructed to negotiate with the Sultan of Aden, the Governor General of India will observe that it is to be made subject to the final Ratification of his Lordship, and I am therefore requested to solicit the Sentiments of his Lordship on that Document.

The Governor in Council further requests that his Lordship will be pleased to sanction Commander Haines receiving the same extra Allowance as was assigned to him during his last Mission, namely, 500 Rupees per Mensem.

As, in the Event of a successful Issue to Commander Haines's Mission, Aden will immediately become the most suitable Depôt for Coals, the Governor in Council further requests the Governor General of India's Sanction for the Construction of a Block Ship for Coals, and for Defence of the Harbour of Aden, as recommended by the Superintendent of the Indian Navy, in his Letter of the 23d ultimo, a Copy of which was forwarded to you on the 25th of the same Month.

I have, &c.

J. P. WILLOUGHBY.

IX.

No. 58.
The Secretary
to the
Bombay
Government
to the
Secretary
with the
Governor General,
5th Sept. 1838.

No. 59.

The BOMBAY GOVERNMENT to the SECRET COMMITTEE.

No. 59.
The Bombay
Government
to the
Secret Committee,
7th Sept. 1838.

Sirs,

Bombay Castle, 7th September 1838.

In Continuation of our Dispatches, dated 27 and 29 ultimo, we have the Honour to inform you, that on Re-consideration we have resolved to adopt immediate Measures for attempting to obtain peaceable Possession of Aden, without waiting for the previous Instructions of the Governor General of India.

As the Steamer Berenicé will leave Bombay on the 8th instant, we have not Time here to enter into a Detail of the Reasons which have induced us to come to the above Resolution.

The annexed Extract from our Proceedings, but more particularly our Letters to the Secretary with the Governor General of India, and to the Superintendent of the Indian Navy, will, however, afford your Committee full Information of the Reasons which have influenced us in determining that no Time should be lost in endeavouring to obtain Possession of Aden, and of the Mode by which we have resolved to attempt to effect this important Object.

Commander Haines, the Officer who has been selected for this Duty, has received Orders to communicate the Result of his Mission to Colonel Campbell, Her Majesty's Consul at Alexandria, in order to enable that Officer to communicate early Intelligence of the same to Her Majesty's Government.

In Conclusion, we earnestly hope that your Committee will consider that we have exercised a sound Discretion in having adopted Measures for the Occupation of Aden on our own Responsibility.

We have, &c.

J. FARISH.

G. W. ANDERSON.

J. DUNLOP.

No. 60.

The SECRETARY with the GOVERNOR GENERAL to the SECRETARY to the BOMBAY GOVERNMENT.

No. 60.
The Secretary
with the Governor
General
to the
Secretary
of the Bombay
Government,
4th Oct. 1838.

Sir,

Simla, 4th October 1838.

I AM desired by the Governor General of India to acknowledge the Receipt of your Letter, dated the 5th ultimo, transmitting Extract from further Proceedings, communicating that the Bombay Government has resolved, for Reasons therein recorded, to adopt Measures for obtaining the peaceable Possession of Aden.

(96.)

In

44. CORRESPONDENCE RELATING TO ADEN.

IX.

In reply, I am desired to state that the Governor General is not aware of any Objection to the Terms of the proposed Treaty; but his Lordship is glad to find that in the present Crisis of our Affairs, the Governor in Council has resolved to resort to no other than peaceful Means for the Attainment of the Object in View.

I have, &c.

W. H. MACNAGHTEN.

No. 61.

No. 61.
Captain Haines
to the
Secretary
to the
Bombay
Government,
6th Nov. 1838.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

(Extract.)

Aden, 6th November 1838.

I HAVE the Honour to lay before you, for the Information of Government, my Opinion on various Subjects relative to Aden.

One, and the primary, Obstacle to the Chieftain's not immediately transferring Aden to the British is owing to only the Coote being sent; their first Exclamation was, "Are the English so poor they can only afford to send One Vessel? and she came only to talk! Why did they not send her before? Had they sent their Men and Vessels, we would have given up; but until they do, they never shall have the Place."

The above was the first Information I received after Arrival, and what has passed between us since will be shown by the Copy of Letters which I forward. We were received in a most uncivil Manner; Supplies of Wood and Water refused, and our Lives threatened; to all which I paid no Attention, for, from knowing their Character, I deemed it advisable to permit the first Ebullition of the hasty Temper of the Sultan's Son to cool, and then by Firmness to endeavour to gain my Point.

After a few Days had elapsed, and they began to consider calmly on future Consequences, I found them more civil, and, after deliberating among themselves, all but One of the influential Men considered it better to conclude the Arrangement; this Chieftain is the Brother-in-Law of the Sultan, and has Power among one of the Sub-divisions of the Abdalees, called Zaaidees.

Eight thousand Dollars I offered; and the Chieftains, to make the best Arrangement they can among their Followers, have persuaded them the Offer is only Six thousand; so that whatever Arrangement may be made among themselves, the remaining Two thousand will not be taken into Consideration.

To arrange with me, and to obtain any possible Advantage that Cunning, Ability, and Roguery can, they have chosen a Council consisting of Two Syeds (whose Character I well know), the Kazee of Lahedge, and the Sultan's Son Hamed. The Sultan is too great an Invalid to attend, and too much under the Power of the others to exert his Authority.

I earnestly recommend that the Troops to occupy Aden may be sent up as early as convenient, and that the Number should not be less than the Statement I forwarded to the Superintendent of the Indian Navy, dated 23d August, but, if possible, the whole be increased to 700 or 800 Men; for should I not be successful in obtaining the Transfer before they arrive, and the Chieftains be disposed to play a deceitful Game, such numerical Power, with the Assistance of the Vessels of War, would render its Capture without great Loss no Uncertainty, and be a just Punishment for their continued Insults to the British Flag.

I also respectfully suggest that the Naval Force mentioned in the same Letter be sent up; for the small Vessels and Gun Boats will do most essential Service, if required, at the Head of the Bay.

In thus offering my Opinion, I do not for a Moment consider it will ever come to the Extremity of using Force; the Sight will be sufficient; but I deem it advisable to be on the Right Side, for the Difference of Expense in Transports, &c. will not be much greater, and after we are in Possession, and the Defences in order, the surplus Men can be returned by the Government monthly Steamers.

On the contrary, it is my Opinion that all will be completed before the Troops arrive; for the Bedouins can never settle the Division of a Bag of Dates without several Hours' wrangling; and it cannot be expected that, in arranging so important a Point, they would act contrary to what from Infancy they are habituated to.

My

My best Policy is to permit them to fight and quarrel among themselves, and in Time they will become cool and listen to Reason.

I take the Liberty of suggesting that, in whatever Vessels the Troops may be sent, they may bring with them a large Supply of Water; and, in case of a long Passage, that they put into Maculla to complete. I mention this Precaution in case the Transfer is not made, for the Water is all confined to the Precincts of the Town.

While here, Commander Denton has used his best Endeavours to obtain Water by digging near the Ship, and I yet hope he may be successful in obtaining it. A boring Machine and complete Apparatus for digging will be most useful, if sent up with the Troops; for it will afterwards be necessary either to make Tanks or dig Wells near the Shipping for their Consumption.

I should recommend that a good Supply of Provisions be sent up in the Transports, for it will be some Time ere the Inhabitants are settled after the late Disturbances; in fact, many of the Merchants are now sending what they can out of the Town, being fearful that the Bedouins will plunder it before they quit it, 700 of whom were billeted on the Inhabitants on the 2d of November.

Owing to my not having been able to accompany Lieutenant Western of the Engineers to the Town, it is out of my Power to forward any further Opinion of what may be necessary, but I consider my previous Reports nearly correct, though on a small Scale. From Information and Observation, no Repairs of Fortifications have taken place, and the only Change is, that they have mounted Three better Guns over the Northern Pass, and Two others in front are placed so as to command the Eastern Bay, and the Passage between Seerah and the Southern Gate.

The Spot previously chosen by me for the Coal Depôt, called Ras Sheik Hamed, has been examined by Lieutenant Western, and we are both of the same Opinion as to its eligible Position, and also on the Kind of Building best adapted, which in Bombay would cost 4,000 or 5,000 Rupees. Sheik Hamed is a Sandy Point, having even Ground capacious enough to answer all Purposes, and the Water off it sufficiently deep to enable a Steamer to lie within 100 Yards of the Shore Landlocked. The Building is divided into several Divisions, capable of containing 200 Tons, with a Door to each, so that a Steamer will take One, and the Quality of the Coal be similar; whereas if thrown together in large Quantities, the first Steamer would receive large Coal and the latter small, besides the Wastage being much greater. Lieutenant Western's Report and Plans for the Depôt I have the Honour to forward with my Approval and Recommendation.

I further beg to offer my Opinion that, in addition to the Coal Shed, there should be a flat-bottomed Hulk capable of holding 800 or 1,000 Tons of Coal, which Vessel, with a Crew and Guns, would answer as a Guard or Block-ship for the Protection of the Trade, and her Crew could at all Times assist in coaling Steamers. It would be further advantageous if a small Pier were erected off the Coal-shed, to facilitate the loading and unloading; but should it be considered more advantageous to run the Pier out sufficiently far to enable the Steamers to lie along aside of it, a diving Apparatus would be required for working at the outer Stones, the Declivity from the Point being very sudden into 18 or 20 Feet Water.

The Sultan having issued Orders in Aden that no Intercourse was to take place between the Ship and Town, and prohibited all Supplies from being sent, I wrote officially to Commander Denton to prevent Provisions from entering the Town from Seaward. This they will soon feel inconvenient, for it is the Season when they receive their annual Supply of Dates from the Gulf; and I only regret I have not a small Vessel at my Disposal to secure equally an effectual Stoppage at the front Bay, which would very soon bring them to their Senses.

I trust that the Governor in Council will consider that I have acted correctly in stopping the Trade as far as the Coote alone can do it, and that the rash insolent Conduct of the Son, who has the Bedouins in his Control, justified me in doing so; for during this Visit they have added Insult on Insult; first, in stopping Supplies; secondly, in refusing to permit my sending the British Property out of the Town; thirdly, in writing the insolent Letter he did.

As a Blockade of Aden will be severely felt at this Season, I respectfully beg that a Brig or Schooner of War be dispatched as early as possible to assist in doing so, for I am almost convinced a Demonstration of that Kind will prevent any Force being used to compel them to evacuate on the Arrival of the Troops, and will most probably be the Means of getting all quietly arranged by fulfilling the Promise of the Father, and apologizing for their Conduct.

IX.

No. 61.
Captain Haines
to the
Secretary
to the
Bombay
Government,
6th Nov 1838.

IX.
 No. 61.
 Captain HAINES
 to the
 Secretary
 to the
 Bombay
 Government,
 6th Nov. 1838.

From Spies I have in the Town, I learned last Night that all is in a dreadful State of Confusion. Sultan M. Houssain, Sultan Hamed, Syed Houssain, Syed West, are for fulfilling the Bond; but the Bedouins, who have now a Harvest by being fed and paid at Sultan Hamed's Expense, are in no Hurry, and feel disposed to remain, or at least retain Possession until the Arrival of the Troops, when I firmly believe they will plunder the Town and evacuate it.

Sultan M. Houssain has no Power; all appears vested in the Hands of his Son Hamed, who has the Bedouins at his Command, and they evidently have a Will of their own at Times.

The political State of the Country surrounding the Abdalee Territory remains quiet with One Exception: the Houshibees, their North-western Neighbours, are at War with them, originating in an Endeavour to enforce an increased annual Payment; such Hostility, however, is never very bloody,—the Loss of a few Camels, Bullocks, and Sheep, and perhaps One or Two Individuals may lose Blood in the Year.

The Futehees have just made Peace with the Abdalees for Six Months; and until that Period expires they will have no Trouble from their Eastern Neighbours. At the Termination of Peace, it is most probable they will, if the Abdalees still remain in Difficulty with us, enforce an Increase to the annual Tribute.

They have endeavoured to obtain the Assistance of their South-western Neighbours, the Haggrabees, who have however firmly and resolutely determined not to offer them the slightest Aid, having no Quarrel with the English.

To make them feel our Power prior to the Arrival of the Troops, and to bring them to their Senses, I would further respectfully suggest, that I be authorized to stop all Communication with the Interior, which, from knowing the Place well, I feel confident can be done by a long Gun on one of the Eastern Islands, or by a well-manned Boat with a Gun. This Arrangement, with the Two Blockade Vessels, will prevent their receiving Supplies either by Sea or Land, and be a Return for their Civility to the Sloop of War, Coote.

As the Coote's quitting this Harbour for Wood and Water would have a very injurious Effect by doing away with the Fear and Excitement her Presence creates, I wrote to the Commander of the Company's Steam Vessel to supply her with what Water she could spare without Detention, and will exert every Means in my Power to prevent the Necessity of her leaving this Station.

In Conclusion, I trust I am not presuming in strongly recommending that a very severely penned Letter be forwarded to the Sultan from Government, as soon as possible after the Receipt of this, pointing out that the Blockade is to be strictly preserved for their Breach of Promise, and numerous Insults to the British, commencing from the Wreck of the Doria Dowlut, and disgraceful Treatment of the Crew and Passengers; their attempted Seizure of my Person and Papers; their refusing Supplies to the Government Ship of War Coote; the insulting and threatening Message of Sultan Hamed to their accredited Agent; and their refusing to permit the restored British Property to leave the Town when the Agent was directed to forward it. My Reason for mentioning this is, that owing to the Letter with which I was favoured by the Governor in Council being mild, and merely mentioning that I was the deputed Person to conclude the Transfer, it has occasioned great Doubts among the Chieftains if I am authorized by my Government in writing severely to them; in fact, they believe that I am angry at their Transactions, and not the Government who sent me.

No. 62.
 Captain HAINES
 to the
 Secretary
 to the
 Bombay
 Government,
 7th Nov. 1838.

No. 62.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

7th November 1838.

I HAVE the Honour to inform you, for the Information of the Governor in Council, that owing to a long Passage, I deemed it advisable to request Commander Denton, of the Company's Sloop of War Coote, to put into Maculla to complete with Wood and Water, which has proved most advantageous to the public Service.

We arrived at Maculla on the 18th of October, and left it complete with Supplies on the 21st; from thence we carried a fair Wind to Aden, arriving there on the 24th.

On

CORRESPONDENCE RELATING TO ADEN.

47

On our Passage we fortunately met with the Steam Ship Berehice, on her Return to Bombay, from which Yessel I obtained a Mocha Man, whom I employed as Messenger frequently when last at Aden. By this Man, when we anchored at Aden, I wrote to the Agent Damjee to meet me at the Ship as early as possible, but receiving no Answer, and understanding from the Messenger that Sultan Hamed (the eldest Son) had arrived with about 150 well-armed Bedouins, and that in consequence the Town was in Alarm, I wrote a Letter to Sultan M. Houssain ben Fudthel, enclosing it with a polite Note to the Ameer of the Town, Alee ben Abdulla, to be forwarded immediately. On the Messenger making his Appearance, he was detained at the Gate for some Time, and then escorted by Fifteen armed Bedouins to the Presence of Hamed, who questioned him as to the Ship and her numerical Strength in Men; the Messenger afterwards returned, bringing me a Message from the Ameer, saying the Letter should be immediately forwarded to his Master; he also informed me, from private Information, that any Supplies for the Ship were stopped, and the Town's People were prohibited from visiting the Vessel.

On the 26th, the Agent Damjee and Reshid ben Abdulla were sent to me, principally to observe our Strength, and to inform me we should never have the Place. I instructed them to inform Hamed that I had written to his Father, and until he received the Authority under his Father's Seal, making him his Agent, I could not listen to him; that I advised him not to act rashly, but to consider on previous Promises and their Bond, and the final Consequences of repeated Insults. I also requested the Agent to send the Property I recovered from the wrecked Ship Doria Dowlut to me, for it was my Intention to send it to Mocha by one of the first Bugalahs. In return, they informed me that Sultan Hamed not only refused to let me have it, but refused to pay the Money when the Bond became payable: I then clearly stated, for the Information of this hasty Chief, that it was most probable a sufficient British Force would arrive to bring them to their Senses.

On the 27th, to obtain in Writing a Refusal to supply us with Wood and Supplies, I sent a Messenger with Money and a Note, requesting to be supplied, to which I received a Refusal in Writing. I wrote a mild Letter, pointing out that such Conduct amounted to a Declaration of War, and that the British Government would be highly incensed at it, and also advised them to consider that we had Command of the Sea, and that enabled us to cut off all Supplies between Aden and the Interior.

On the 28th I wrote a Duplicate of my Letter to Sultan M. Houssain, also one of Sultan Hamed's, to be forwarded through the Haggrabee Tribe to the old Sultan at Lahedge, having determined not to answer his Son's Letters until Power was vested in him by his Father to correspond as an Agent.

This Conduct and evident Firmness intimidated them, and on the 30th Agents from the Sultan arrived, being the Son Hamed, Son-in-law Syed M. Houssain, Syed West, and the Kazee of Lahedge. They forwarded me a Letter from the old Sultan, who was confined to his Bed by Age and Indisposition, also a Letter from the Son Hamed, to which I returned an Answer.

On the 31st of October I received a Letter from Hamed, and returned him an Answer, with the Government Letter, and a rough Copy of the Treaty.

On the 1st of November I wrote a Letter to Commander Denton to stop Provisions going into the Town.

I did not receive an Answer to my Letter of the 31st of October until the 4th of November, when a Letter from Sultan Hamed, and a Letter in a Green Cover, without a Direction, said to be from Sultan M. Houssain, who wished me to take it to Bombay, was brought in. Having read Sultan Hamed's Letter, I took the Liberty of opening the Letter to Government, which, as I expected, was a Repetition of Nonsense, and not at all to the Point. I therefore wrote the Son Hamed a Letter.

On the 6th, I learned from a Boat sent me by a Merchant in the Town, that the Arab who brought the Letter had told only Falsehoods on his Return from the Ship, particularly in stating that I had spit upon the Sultan's Letter and tore it up, and that we were preparing to take the Place. To erase Feelings that such Falsehoods might create, I wrote a Letter to Sultan Hamed. The Man who brought me the Letter came on board on Sunday, just as Divine Service was about being performed, and afterwards witnessed the Muster of the Seamen, Marines, and Soldiers of the European Regiment in clean Clothes. The Sight of

IX

No. 62.
Captain Hamed
to the
Secretary
to the
Bombay
Government,
7th Nov. 1838

48. CORRESPONDENCE RELATING TO ADEN.

IX. so many Men being on board, and called aft, where the Articles of War were read, no Doubt impressed him with the Belief that something was about to take place. In answer, Sultan Hamed sent me a Letter, also a Letter from his Father Sultan M. Houssain, to each of which I sent Answers.

I have, &c.
S. B. HAINES.

No. 63.
Captain HAINES
to the
Sultan of Aden,
24th Oct: 1838.

No. 63.

Captain HAINES to the SULTAN OF ADEN.

24th October 1838.

With every customary Compliment, and trusting the Letter may reach you in good Health.

I have to inform you that the Government of Bombay have been pleased to depute me to complete the Arrangements for the Transfer of the Land and Harbours of Aden, as previously agreed upon between us in the Month of January last.

To prevent Delay and unnecessary Correspondence, I beg you will at your earliest Convenience either meet me, or appoint some one to do so, vested with Power to complete our Arrangements as to the Amount of the annual Sum to be given by the British for the Transfer of the Lands and Harbours of Aden; and in thus making my Wishes known, I need scarcely remark to one of your Age, Experience, and Ability, that a speedy Conclusion of the whole, and an earnest Anxiety evinced on your Part to perform the Promise made, will most materially tend to convince the British Government that no Insult was intended them in January, when a Seizure of the Person of their accredited Agent was attempted; and further that such disgraceful Intention was unknown to you, but was contemplated and attempted by others without your Connivance or Authority.

And now let me advise you as a Friend (for I bear no Malice) to at once come straightforward and conclude this Affair; for remember (as I had previously informed you) the English adhere to their Word, and never break Faith, and it is not probable you will gain any Advantage by Procrastination or lengthened Correspondence; and let me further advise you not to attend to the Wishes of Men who have not your Interest at Heart, but act for yourself; let Honesty, Truth, and Sincerity guide you, and you will soon see the Benefit of so doing, for the Arrangement already agreed upon will most materially benefit your Family and State.

I am now on board the Government Ship of War Coote, and shall be delighted to meet either yourself or any Person you may depute, to conclude with me for the Amount to be given annually by the British to your State for the Land of Aden and its Harbours, which was previously arranged, but not signed and concluded; the Bond for the Transfer I have by me. But again permit me to impress on your Mind, that in deputing any Person to conclude with me, that the Person so sent must be invested with Authority for such Performance under your Seal and Signature.

I wrote to the Agent Damjee on Arrival, requesting him to meet me at the Ship; but the Messenger returned without an Answer, and with the Information that no one was permitted to do so. Conceiving our Agent must be detained by Mistake or an Error in Judgment on the Part of your Ameer, Alee ben Abdulla, I have to request you will be pleased to issue such Orders that he may be permitted to come unmolested whenever required.

I leave it to your own Heart, after perusing this Letter, to judge if the British Government are not actuated by the kindest and noblest Mouvies in wishing to be on Terms of Friendship and Peace.

I shall feel obliged for an early Answer.

S. B. HAINES.

No. 64.

Sultan HAMED to Captain HAINES.

No. 64.
Sultan Hamed to
Captain HAINES.

Received 26th October.

May God bless you! You must know that your Letter to Alee Abdulla has been received, and I understand it. It is my Duty, and you had better take care; at this Time Sultan Mahomed Houssain is not over my Head, nor are his

CORRESPONDENCE RELATING TO ADEN.

49

Answers. If you remain quiet I will be upon your Head; I am above you, and above my Father. If you come to the Gate I will permit you to enter, and there be upon your Head. This is the Language of the Bedouins: Sultan Hamed is our Sultar, and we are his Servant: if Hamed orders us, we will perform, and come suddenly upon you.

SULTAN HAMED.

IX.
No. 64.
Sultan Hamed
to
Captain Haines.

No. 65.

The SULTAN OF ADEN to Captain HAINES.

With customary Compliments.

Your Letter reached me, and I understand it. My Feet are bad, and I cannot rise off my Bed. My Agents in this Affair are Hamed (who is with you), and others I now send; and I pray of you settle this Affair so that it will be advantageous to both Countries.

Seal of the Sultan.

No. 65.
The Sultan of Aden
to
Captain Haines.

No. 66.

Sultan HAMED to Captain HAINES.

With Compliments.

God bless and preserve you! You must know that a Letter has reached us from my Father, Sultan M. Houssain, for you, which I now send. You informed us you were sent by Government, and he has now sent his Agents and Letter, and by his Directions I act.

HAMED M. HOUSSAIN.

No. 66.
Sultan Hamed
to
Captain Haines.

No. 67.

Captain HAINES to Sultan HAMED.

With Compliments.

I RECEIVED your Note of To-day, with its Enclosure from your Father Sultan M. Houssain, which informs me he has authorized yourself and others to meet me to conclude the Transfer. I shall be most happy to receive you all, and will treat you with all Honour and Hospitality; at the same Time, I beg to inform you, that should you be disposed to send the others, and not come yourself, you will give them Authority under your Seal to conclude with me, and to specify the Name of each Individual who comes thus accredited.

You will observe I have not noticed your former Note, for I feel assured when you wrote it your Feelings were exasperated; and knowing that you had seen but little of the World, and were not well acquainted with the British, I determined to take no Notice of so uncourteous an Ebullition of Temper, feeling confident that when you are better capable of estimating the British Character you will respect it more.

In conclusion, I trust and hope that the Meeting will terminate the Business, and unite your Family and Tribe in the closest Ties of Friendship with the British.

I send my best Compliments to yourself and the Agents of the Sultan.

S. B. HAINES.

No. 67.
Captain Haines
to
Sultan Hamed.

No. 68.

Sultan HAMED to Captain HAINES.

AFTER your Letter reached me, and I understood its Contents, you wrote in the Letter to my Father to either come himself, or depute Agents under his Seal, and that you possess the Seal of your Government; we brought our sealed

(96.)

N

Authority

No. 68.
Sultan Hamed
to
Captain Haines.

IX.
No. 68.
Sultan Hamed
to
Captain Haines.

Authority, and you have written you have one, similar. We sent Abdulla to you Yesterday, and he brought us your Letter. I know it is your Wish to meet us. You say, "Come to me or send your Agent;" we sent Abdulla, and why did not you give him the Authority of your Government? I do not know what is in your Heart. If it is your Pleasure we should meet, when shall it be? and if you wish an Agent, mention whom you wish to meet you; we are willing to send any one.

HAMED M. HOUSSAIN FUDTHEL.

No. 69.

No. 69.
Captain Haines
to
Sultan Hamed,
31st Oct. 1838.

Captain HAINES to Sultan HAMED.

With every customary Compliment.

31st October 1838.

I RECEIVED your Letter, and understand it. It was my Intention to have brought forward my Power and Authority from Government when we met; but as you have expressed a Wish for it, I now send it. You will observe that the British Government have given me Power to conclude the Transfer; and I inform you that the Delay which has already taken place will, if not soon rectified, be injurious to your Family and self.

My Orders are positive and decisive; and your Conduct since the Arrival of the Vessel has not been friendly. You should consider that the British, who are powerful both by Sea and Land, have the Bond of your Father for the Land and Harbour of Aden, and that Bond must be fulfilled; but remember that the British, though strong, are merciful, and do not oppress; and to convince you of the Truth of what I assert I send you a Copy of the Treaty of Transfer, to which I require your Signature. You will observe you are not only to receive 8,000 Dollars, but other Advantages. Study it, and delay not; partake of the Fruit while ripe, or it will become useless.

Further, let me call to your Mind how deeply and repeatedly you have insulted us; in the first Case regarding a British Ship, afterwards in attempting the Seizure of the British Agent, and lastly your Conduct since my Arrival. Our Injuries, unless immediate Friendship is made, will demand Satisfaction; and Chastisement you must well know will soon follow. Most probably sufficient Troops will soon arrive, when it will be too late for you to repent, and the Transfer will then be settled our own Way.

I waited on your Tribe, when I first arrived, as the British Agent; it is now your Turn to repay the Compliment to the British. I have no Choice of Agents; send One, Two, Three, or Four, according to your Pleasure; but let them have Power to conclude, for I am not come to play; and be assured that whoever does come shall be honoured and respected. With Compliments to all.

S. B. HAINES.

No. 70.

No. 70.
Sultan Hamed
to
Captain Haines.

Sultan HAMED to Captain HAINES.

ALL is well in Aden. To-day my Father Sultan M. Houssain's Letter reached me, also one for the Government in answer to their Letter. He has directed me to send to you, to take it to Bombay. I now send it by Abdulla, in obedience to my Father. The English and ourselves are One, and have been so for Years. I am so also, and God grant it is so.

HAMED M. HOUSSAIN.

No. 71.

No. 71.
Captain Haines
to
Sultan Hamed,
4th Nov. 1838.

Captain HAINES to Sultan HAMED.

4th November 1838.

WITH every Compliment. I received your Letter, also your Father's, both of which I have perused; for being sent here by the Government as their Agent to conclude the Transfer, and knowing they required no other Reference, I have examined

CORRESPONDENCE RELATING TO ADEN.

51

examined your Father's Answer, which, as I anticipated, was only a Repetition, and contained nothing to the Point. Therefore I have only again to repeat, that Delay in fulfilling the Bond of Transfer will be injurious to you. The Land of Aden, as far as the Northern Side of Khore Mucksa, is British Ground; and if the Money is not immediately arranged, and Troops arrive, I am instructed to inform you that the British Government will not then give you One Mensurie.

I have already prepared some Letters for Bombay; and I candidly inform you that I have, owing to your late Conduct, applied for another Vessel to be sent as soon as possible to prevent Trade in Bunder, Seerah, and Duras taking place, and the Troops will most probably soon follow.

Take my Advice ere it be too late, and perform your Father's Bond, so that Peace and lasting Friendship may exist between the British and yourselves.

S. B. HAINES.

XI.
No. 71.
Captain Haines
to
Sultan Hamed,
4th Nov. 1838.

No. 72.

Captain HAINES to Sultan HAMED.

6th Nov. 1838.

WITH Compliments. Being aware of all the Reports that Abdulla gave you on his Return from the Ship, and considering that Falsehood is injurious to both Parties, and knowing his Representations were untrue, particularly that relative to your Father's Letter having been torn up and insulted, I have to request you do not believe One Word he said, for I have the Letter now by me for your Perusal if you wish it; and the Muster he observed is usual with a Vessel of War every Sunday; further, the Salute of 21 Guns, and the Flags at the Mast-head, were to commemorate the Memory of a particular Day with the British, and not any Demonstration of War. Permit me to recommend a little Chastisement to the Man who told such Falsehoods.

The Steamer for Bombay has not yet arrived, and her coming here is not for War, but to convey Intelligence of all that has taken place to the Government. Your Father wrote me he had sent Agents to meet. Why have they not met me to arrange the Transfer?

If you send another Messenger to me, send one who will convey Truth only.

With Compliments.

S. B. HAINES.

No. 72.
Captain Haines
to
Sultan Hamed,
6th Nov. 1838.

No. 73.

Sultan HAMED to Captain HAINES.

Shah Shaban, 6th Nov. 1838.

WITH the usual Compliments. Your Letter reached me, and I understood it. I wish much to be Friends, and that Friendship was between us. We are not angry, on the contrary shall be delighted to be Friends; but you came not as a Friend, or in that Way that your Government and ourselves should be Friends. We require Character, and so do you. You write to us that you require the Land of Aden, this Language for our Character is not good. If you are well willing to have new Friendship between us, so that our national Characters be both preserved, keep kind Feelings in your Heart, and our Friendship will yet be greater, nay, stronger, than a Brother's.

If it is in your Heart to forget the past, we will send Five Agents to meet Five of you, and all Matters can be explained, by God's Will and Peace. We have no wish for Treachery. With Salaams: Syed M. Houssain sends his Salaam to you.

HAMED M. HOUSSAIN FUDTHEL, Abdallee.

I inform you that you must not speak or write about the Land of Aden again.

No. 73.
Sultan Hamed
to
Captain Haines,
6th Nov. 1838.

IX.

No. 74.

No. 74.
The Sultan of Aden
to
Captain Haines,
4th Nov. 1838

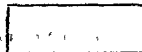
The SULTAN of ADEN to Captain HAINES.

4th Nov. 1838.

WITH Compliments. You must know I have received your Letter, also one from my Son Hamed. You have witten to say you want Aden, and the Land as far North as Khore Muksa. You told him you possessed my Seal. Any Man of Sense would not talk that Way; an Englishman would never talk so. You wrote to Hamed that we were playing; we are not Men to play either with Government or yourself; nor should you play with us. You came last Year and brought a Letter from Government about the Ship. I asked you if you wished the Money in Justice or by Force; I told you to let the Kazee Merchants and Nakhooda decide on my Innocence, but you would not listen to it. I then told you I would give an Answer to Government, when you said, in the Presence of several, that you were the Government, or represented them. I gave you Character and Honour on account of Government. From us you received no Injury. All this was on account of Government. You left us with great Honour and Character on account of past Friendship. You have now come, and brought a Letter from Government, which is good; and in return I gave you a Letter for Government. Your Letters are not proper. If you are sent as the Superior to Aden, your Language is not pleasant. Your Language is not the Government Style of Language, but your own; but if you use other than such displeasing Language, send it me.

If you have a Letter, saying the Government authorized you to say so, we will receive it, and bow to it; but if you come to enforce a Thing, we must have the Government Authority, so that we may know it by Seal. I have nothing more to say. If you have other Language we will hear you; but if you accuse us every one will say you are a bad Man, Do not forget this; nor can we give the Country without a Government Authority. Whatever is in your Heart let me hear it.

Seal and Signature of



SULTAN M. HOUSSAIN BEN FUDHEL.

No. 75.

Captain HAINES to the SULTAN of ADEN.

No. 75
Captain Haines
to
the Sultan of Aden.

WITH the customary Compliments. Your Letter reached me, and I understood it. You have acknowledged the Receipt of the Government Authority deputing me to finally settle the annual Sum to be given for the Transfer of the Land and Harbours of Aden, which I received under your Seal in January last. You now require further Authority. Pray what can you require more from the British Government than their Seal deputing me to conclude the Transfer? The Fact is, you wish Delay, and are not disposed to treat either their Agents or Ships with Civility; nay you have insulted the British ten-fold. I have already informed your Agents that if the Place is not quietly transferred, agreeable to Promise, and the Government send Troops up to take possession, you will not then receive One Mensurie.

You have shown no Disposition to be on good Terms; on the contrary, your Agents have not met me. You have insulted the Government by refusing their Vessels of War Supplies. Your Son Hamed wrote me an insulting, threatening Letter immediately we arrived. The British Property that was restored to me in January has been refused to me, Information of which, with your Letter, and the Letter from your Son, I am now about sending to Bombay, for the Information of Government, who will no Doubt look to your Family and Country for such Disrespect, combined with your previous Insults.

If you wish to be Friends with the British, and to insure a Provision for your Family, perform the Bond immediately, and past Transgressions will, I dare say, be forgiven by Government. You write of the British Government as if you were speaking

speaking of some petty Sheikdom. Undeceive yourself; they are powerful, and will not be trifled with. Let me ask you if you would play with a Lion as with a Cat? The latter may scratch, and cause Irritation; but the former wounds severely. Take then my Advice; be Friends while you have the Opportunity; perform your Promise quickly, and all will be well.

With Compliments,
S. B. HAINES.

IX.

No. 75.
Captain Haines
to the
Sultan of Aden.

No. 76.

Captain HAINES to Sultan HAMED.

7th November 1838.

WITH Compliments. I was sent by the British Government to arrange and conclude for the Sum to be paid for the Transfer of the Land and Harbours of Aden, which I possess under your Father's Bond; and as you say in your Letter you require no further Conversation or Writing on that Subject, I have only to say that all which has transpired between us shall be sent to Government. In the meantime I await their Orders, which will arrive in a short Time.

With Compliments,
S. B. HAINES.

No. 76.
Captain Haines
to
Sultan Hamed,
7th Nov. 1838.

No. 77.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

(Extract.)

7th November 1836.

THE Letters last received from Sultan M. Houssain and his Son Hamed, whom he appointed his principal Agent, are so directly to the Point that they wish to hold no Conference or Communication with me on the Subject of the Transfer of Aden to the British, that there is no Use my commenting on them further than remarking I feel confident nothing but a strong Letter from Government, demanding it, and a Force to convince them of their Intention to occupy it, will ever bring them to their Senses; for, at present, the Father is imbecile, and must learn all that passes from the surrounding Bedouins, and his Son Hamed is an ignorant young Man who has scarcely ever moved 20 Miles from Lahedge, and comprehends but little of the Strength or Consequence of any Power, except those immediately surrounding his own Territory.

That they are aware I am the accredited Agent of Government to conclude the Transfer, there is no Doubt; their Intention is therefore only to delay, and evade, if possible, its Performance until Government may give up all Idea of the Place, similar to Socotra, which they know and speak of. They forget the numerous Insults that have been offered, and look upon them as mere Trifles.

It is not improbable the large Bugalah called Burruk, belonging to the Sultan, may arrive (laden with Rice and flat Plank) soon after the next Orders I receive from Government, should they be pleased to send a Vessel agreeable to my Recommendation; in which Case, may I request to know if I may direct her to be seized, and kept until Restitution of the restored Property be made, and the Land delivered to the British?

No. 77.
Captain Haines
to the
Secretary
to the Bombay
Government,
7th Nov. 1838.

No. 78.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

Aden Harbour, 13th November 1838.

THE Steamer not having yet made her Appearance, I am enabled to afford you some important Information.

On the 8th, at 6 A.M., we observed a Fishing Boat with a Flag pulling towards us. The principal Man in the Boat proved a Fisherman I employed when sur-

(96.)

veying

No. 78.
Captain Haines
to the
Secretary
to the Bombay
Government,
13th Nov. 1838.

IX.
No. 78.
Captain Haines
to the
Secretary
to the Bombay
Government,
13th Nov, 1838

veying the Rocks off Shugra, having Three Letters from that Port, Two of which were for the Interpreter, and One for me, from the Sultan of the Futelees, Hamed ben Abdulla, Translations of which, with my Answer, I have the Honour to inclose.

The Bearer of the Letters was instructed to inform me he was placed under my Orders, and that the Sultan would attend to any Order I thought proper to send him, and that the Futelee Tribe were ready at my Call in an Hour. I sent them back with a small Present, also One for the Sultan, with a Request he would permit his People to supply us with Water, Wood, &c.

A Description of the Futelee Tribe and Country will be found in the Memoir of this Part of the Coast that I did myself the Honour of forwarding to Government before I left Bombay; and it is my firm Belief that One Word from Sultan Hamed Abdulla, their Chieftain, would bring the Abdalee Tribe to their Senses, for he is both dreaded and respected by them.

As it would be advantageous, when Aden is ours, to be on friendly Terms with this powerful Chieftain, I take the Liberty of suggesting that a Letter from Government, thanking him for his Civility, would be considered a great Honour.

On the 10th November a Party came from Aden to wait on me, consisting of the Ameer Alee ben Abdulla, Four Bedouins, and a Banian. The Interpreter, meeting them on the Beach, wished them to come to the Ship, but they declined, and produced a Note to my Address from Sultan Hamed. The Note informed me he had sent these Men to converse with me, but they were not to enter upon the Subject of the Transfer of Aden.

Having determined not to meet Men who were not regularly constituted Agents to conclude the Transfer, and more particularly not those of the Description sent, I directed the Interpreter to return (with Lieutenants Hamilton and Western as Witnesses), and inform them I should be happy to see the Sultan, or the Persons deputed by him; also to learn through him why they were sent.

I suspected what they came for, and had previously instructed the Officers what Answers to make; and I was correct in my Conclusion. They came to offer Wood, Water, and Supplies, and to be on the same Terms we were. My Answer was, that I declined accepting either, after such apparent Hostility, until the Opinion of Government was received; but that I was willing to arrange all Matters, if they made an immediate Transfer of Aden, and I would, in such Case, solicit the Forgiveness of the British Government for their past Errors. The Bedouins, in reply, said they would not be looked upon as Warriors if they gave it up without a Gun being fired, and that the Promise of Sultan M. Houssan was Nonsense; he was an old Man, and in their Power. Thus ended the short Interview.

The Banian informed us the Futelees and Abdalees had quarrelled Yesterday, and that the Sultan of the former was expected to march upon the Territory of the latter in a few Days. To this Circumstance, and their knowing I was acquainted with, and had received a Letter from, the Futelee Sultan, I attribute their friendly Intentions.

The Steamer Hugh Lindsay arrived this Morning, and immediately proceeded on her Voyage.

The Steam Ship Atalanta arrived at 2h. 30m. p.m., and I have the Honour to acknowledge the Receipt of your Letter No. 299, Secret Department. The Information required will, I trust, be fully contained in my Letters Nos. 1, 2, and 3, with the Letters referred to therein.

Sheik Tyeb, the late Agent at Mocha, has just arrived in the Atalanta. I will endeavour, if Opportunity offers, to open an advantageous Communication with him.

We have now working Parties on Shore digging Three Wells, and I have offered a Reward if fresh Water be obtained, to encourage their Exertions.

In conclusion, I take the Liberty of urging the Necessity of some Europeans being sent, for I feel confident they command more Respect than Native Troops.

I have, &c.

S. B. HAINES.

No. 79.

The SULTAN OF ADEN to the GOVERNOR OF BOMBAY.

(Extract.)

2d October 1838, received 26th November.

COMMANDER HAINES made his Appearance at this Place, and contemplated to force it away from my Hands. I showed him all the Papers that are in my Possession, addressed by the British Government, whether in English or Arabic; without, however, showing any regard to these Documents, he intended to take my Land unjustly. I told him that this could not be done, as a Man would rather be burnt than surrender his Right.

I also remarked that Government would not like to deprive one of his Possessions. He then quitted the Place, and I pray he will reach his Destination in Safety. I deliver the Letter in charge of Captain HAINES, and Jaffer, and wait a Reply. I sent you a Letter before *via* Muscat. This is the Third Communication that I have written on the Subject. I have related these Circumstances in order that your Honor may be apprized of what passed between me and Commander HAINES.

IX.

No. 79.

The Sultan of Aden to the Government of Bombay, 2d Oct. 1838.

No. 80.

The SECRETARY to the BOMBAY GOVERNMENT to Captain HAINES.

Sir,

Bombay, 28th November 1838.

I AM directed by the Governor in Council to acknowledge the Receipt of your Despatches noted in the Margin, reporting the present State of Affairs at Aden; and to transmit, for your Information, Copy of a Letter from the Superintendent of the Indian Navy, dated the 28th instant, and of its Inclosure, and of the Reply thereto of this Date, accepting the Tender of the Ship Anne Crichton, for the Purpose of forthwith dispatching her to Aden with Coals for the Use of the Steamers in the Red Sea, and for carrying Provisions and Water for the Use of the Sloop of War Coote.

I am further desirous to inform you, that Two Eight-and-a-Half Inch Howitzers, with their Complement of Artillerymen, will be embarked on board the Anne Crichton, to be placed at your Disposal on their Arrival at Aden, to be used in the Defence of that Vessel while she may lie at Aden, or otherwise, as you may think best, and are to be considered as Part of the Detachment applied for by you.

The further Measures suggested by you are now engaging the Consideration of Government.

I have, &c.

J. P. WILLOUGHBY.

No. 80.
The Secretary to the Bombay Government to Captain HAINES, 28th Nov. 1838.6th Nov 1838.
7th Nov. 1838, No. 1
7th Nov. 1838, No. 2
13 Nov 1838, No. 3.

No. 81.

The GOVERNOR OF BOMBAY to the SULTAN OF ADEN.

1st December 1838.

AFTER Compliments. It has occasioned me the deepest Pain and Regret to learn from Despatches recently received from Captain HAINES, the Agent deputed by me to conclude the Engagement voluntarily entered into by you in the Month of January last, for the Transfer, in consideration of an annual pecuniary Payment, of the Land and Harbour of Aden to the British Government, that you have not only declined to ratify that Engagement, but that the accredited Agent of my Government has been treated with the greatest Disrespect, and that even Supplies of Water and Provisions have been refused to the Company's Ship of War, Coote, the Vessel on which that Agent proceeded to Aden.

You must be aware that the British Government can never permit the cruel Treatment experienced by the unfortunate Crew and Passengers of the *Doria Dowlut*, when wrecked off the Port of Aden in the Month of February 1837, to pass with impunity. In consideration of the Friendship which had heretofore existed between the British Government and yourself, and in consequence of your

(96.)

Denial

No. 81.
The Governor of Bombay to the Sultan of Aden, 1st Dec. 1838.

IX.

The Governor
of
Bombay to the
Sultan of Aden,
1st Dec. 1838.

Denial of any Participation in the disgraceful Scenes and gross Outrages which occurred on the above Occasion, I was induced to refrain from taking such serious Notice of the Case.

J. FARISH.

No. 82.

The SECRETARY to the BOMBAY GOVERNMENT to Captain HAINES.

No. 82.
The Secretary
to the Bombay
Government
to
Captain Haines,
2d Dec. 1838.

2d December 1838.

Sir,

WITH reference to the last Paragraph of my Letter, dated the 23th ultimo, I am now directed by the Governor in Council to communicate to you the following Resolutions and Instructions of Government regarding the Measures to be adopted for enforcing a Settlement of our just Demands from the Sultan of Aden:

6th Nov. 1838.
7th Nov. 1838, No. 1.
7th Nov. 1838, No. 2.
13 Nov. 1838, No. 3.

In consequence of the Statements contained in your Letters noted in the Margin, relative to the highly improper and treacherous Conduct of the Sultan and the Authorities at Aden, a Letter has been addressed to his Excellency the Naval Commander-in-Chief of India, requesting him to aid this Government with such Naval Force as may be in his Power, to co-operate with Government in the Measures determined on for the Occupation of Aden.

Her Majesty's Ships Volage and Cruizer are now engaged on important Duty at the Mouths of the Indus, and Captain Smith, the Officer in Command of those Vessels, has been requested to cause one or both of them to repair to Bombay as soon as their present Services are concluded, preparatory to proceeding to Aden.

With reference to the Seventh Paragraph of your Letter, dated the 6th ultimo, I am desired to inform you that Instructions have been issued for sending as early as possible the following Force to occupy Aden; namely,

	Rank and File.
European Infantry	300
Artillery	40
Native Infantry	350
Golundauze	60

and a Party of Sappers and Miners, or Pioneers, with an ample Supply of Tools.

This Force is to be inclusive of the Escort already on board the Coote and the Artillery ordered to proceed in the Ship Anne Crichton.

The Superintendent of the Indian Navy has been called upon to state his Opinion as to the best Mode of meeting the Requisition for Naval Force to the Extent recommended in the Sixth Paragraph of your Letter to the Address of that Officer, dated the 22d August last, taking into consideration the Vessels already at Aden.

The Superintendent has been further informed that it is highly important that a large Supply of Water should be sent to Aden in the Vessels in which the Troops are embarked, and that in the Event of their having a long Passage to that Port, they should put into Maculla to take in a fresh Supply.

Should any Space be left on board the Vessels proceeding to Aden, it is the Intention of Government to send in them such Number of Artificers, and Quantity of building Materials as can be received on board.

Orders have been issued to forward by the above Opportunity a full Supply of Ordnance Stores, Ammunition, and Provisions for the Use of the Expedition.

With reference to the Second Paragraph of your Letter, No. 2, dated the 7th ultimo, I am desired to inform you that the necessary Orders have been issued for sending to Aden the European Assistants from the Engineer Corps, applied for to assist Lieutenant Western. That Officer's Report and the Plans submitted by him, relative to the Construction of Buildings for Coal, &c. are engaging the Consideration of Government.

The Governor in Council does not deem it expedient to adopt the Measure adverted to in the 26th Paragraph of your Letter, dated the 6th ultimo, until the Arrival of the Force at Aden, and particularly because it is of the utmost Importance that, while a Force is sent sufficient to take forcible Possession of that Place in case of continued Opposition to the Views of the British Government, every Effort

CORRESPONDENCE RELATING TO ADEN.

Effort should be used for its peaceable Surrender; a Result very liable to be endangered, or even totally prevented, by the forcible Interception of Communication with the small Force now at your Command.

The Governor in Council considers the Importance of obtaining a Footing at Aden peaceably, or at all events without Loss of Life, to be incalculably great in regard to the Feeling with which its after Occupation by the British Government would be viewed; independently of all other weighty Considerations, and that this Object should never be lost sight of.

Your Recommendation in favour of the 30 Men of the Bombay European Regiment now serving on board the Sloop of War Coote, relative to their Allowances, is under Consideration.

Should Circumstances render it desirable that you should communicate with the Officer commanding the Force before they come in Sight of Aden, the Schooner Mahé, which carries this Despatch, will be useful for that Purpose.

With reference to the Allusion made in your former Communications relative to the Necessity of Vessels of War remaining at Aden, until such Time as the Troops are secure, I am desired to observe, that, under whatever Circumstances Possession of Aden may be obtained, the Force must be on their guard against Treachery; the Governor in Council is therefore pleased to authorize your retaining a sufficient Naval Force at Aden until a perfectly secure and commanding Position sufficient for the Location of the Troops, and for obtaining Water and Access to the Shipping, can be effectually fortified against Surprise. It would further appear desirable that for some Time afterwards a Cruiser or Vessel of War should be stationed in the Bay.

I am also desired to draw your Attention to the Importance of obtaining Hostages, should Circumstances render such a Measure practicable, as one of Precaution.

Adverting to the Proposition contained in your Letter dated the 22d August last as to the Number of Guns, &c. required for the permanent Occupation of Aden, I am desired to inform you, that any Orders regarding them, and the Ammunition and Stores for them, are left for your further Suggestions in the future Progress of the present Service.

Agreeably to your Suggestion, a strong Letter of Remonstrance has been addressed to the Sultan of Aden by the Governor on the Subject of his improper and treacherous Behaviour, which is herewith enclosed for Delivery to the Chief, accompanied with an English Version for your Information.

A Letter is also herewith sent to the Address of Sultan Hamed Abdulla, the Chief of the Futehes Tribe, thanking him for the Civility he has shown to you.

I have, &c.

J. P. WILLOUGHBY.

No. 83.

The SECRETARY to the BOMBAY GOVERNMENT to Captain SMITH of
H. M. S. Volage.

Sir,

11th December 1838.

I AM directed by the Governor in Council to inform you, that, under Circumstances detailed in the accompanying Copy of Instructions to the Political Agent of this Government, Commander Haines of the Indian Navy, dated the 2d instant, and in the further Copy of a Letter, dated the 1st instant, which has been written to the Sultan of Aden, a Military Force as per Margin has been ordered to be in Readiness to embark against that Place, and that it is considered absolutely necessary that it should be supported by a Naval Force; I have therefore to acknowledge the Receipt of your Letter of the 9th instant, and to request you will afford the Aid of Her Majesty's Ships Volage and Cruizer to accomplish the Objects of Government.

The Transport in which the Troops are to be embarked will be placed under your Orders; but I am directed to observe, that it would be gratifying to Govern-

(96.)

P

ment

IX.

No. 82.
The Secretary
to the Bombay
Government,
to
Captain Haines,
2d Dec. 1838.

No. 83.
The Secretary to
the Bombay
Government
to
Captain Smith
11th Dec. 1838.

Rank and File.
European Infantry 300
Artillery 40
Native Infantry 850
Gondwana 60
and a Party of Sappers
and Miners, or Pioneers.

IX.

No. 83.
The Secretary to
the Bombay
Government
to
Captain Smith,
14th Dec. 1838.

ment if Her Majesty's Vessels could carry up to Aden some of the Europeans ordered on this Service, provided it can be done conveniently.

The Negotiations have been entrusted, as before observed, to Commander Haines, as Political Agent; that Officer is now at Aden, on board the Sloop of War Coot, commanded by Commander Denton, which Vessel will be under your Orders while in company on the present Service.

It is a Point of the first Importance in regard to the Footing on which we may afterwards hold Aden that the Object of the Negotiation should, if possible, be accomplished without attacking the Place; and on the Arrival of the Force it will be the Duty of the Political Agent to renew his Endeavors to obtain the Fulfilment of the Engagements previously entered into by the Authorities of Aden.

Should he find that his Endeavours are unavailing he will communicate the same to you; and I am directed to request that you will thereon, in co-operation with the Officer commanding the Military Force, adopt such Measures for the Capture and Occupation of Aden, or otherwise, as to you both may appear best calculated to effect the Objects which the Political Agent may point out.

I have, &c.

J. P. WILLOUGHBY.

No. 84.

No. 84.
Captain Smith
to
the Secretary to
the Bombay
Government,
14th Dec. 1838.

Captain SMITH to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

14th December 1838.

I HAVE the Honour to acknowledge the Receipt of your Letter of the 11th instant, together with the Enclosures; and I have to inform you, that as the Government deem it absolutely necessary that the Expedition that is getting in Readiness for Aden should be supported by a Naval Force, Her Majesty's Vessels under my Orders will be in Readiness to proceed to that Place whenever they are required.

With respect to receiving Troops on board these Vessels, I shall be most happy to meet the Wishes of the Government by taking on board as many as can be accommodated without impairing the Efficiency of the Ships; but as there is a great Difficulty in procuring Provisions here, it will be quite necessary that they should be supplied from the Commissariat with Salt Pork, as the Quantity of that Article on board the Ships is barely sufficient for the Use of the Crews for Two Months.

I have, &c.

J. H. SMITH.

No. 85.

No. 85.
J. P. Willoughby,
Esq. to
Captain Haines,
21st Dec. 1838.

J. P. WILLOUGHBY Esq. to Captain HAINES.

Sir,

Bombay Castle, 21st December 1838.

WITH reference to the Fourth Paragraph of my Letter dated the 2d instant, No. 505., informing you of the Intention of Government to send a Force to Aden for the Purpose of supporting the Negotiations with which you have been entrusted, and the ultimate Occupation of that Place, I am directed by the Governor in Council to acquaint you that the following Troops, in addition to those already on board the Sloop of War Coot and Transport Ship Anne Crichton, have been ordered to hold themselves in immediate Readiness for proceeding on that Service; viz.

286 Rank and File of the Bombay European Regiment, with a full Complement of Commissioned and Non-commissioned Officers and Followers.

22 Rank and File European Artillery, in addition to the 18 who have been sent off in the Transport Ship Anne Crichton.

350 Rank and File of the 24th Regiment, I. N.

60 Golundauze, and a Party of Pioneers, no Sappers and Miners being available.

The Commandant of Artillery has been instructed to cause 10 Garrison Guns to be sent to Aden, of such Description as may appear to that Officer best adapted for the Defence of Aden, or our obtaining Possession of that Place. A Report should hereafter be made by the Engineer and Artillery Officers, in conjunction,

as to what further Supply of Guns for this Service may be required, the temporary Wants, in case of Emergency, being supplied by the Company's Sloop of War at Aden.

Adverting to the Third Paragraph of my Letter dated 2d instant, I am directed to inform you that Captain Smith, in charge of Her Majesty's Ships Volage and Cruizer, has complied with the Request for the Aid of those Vessels to enable Government to carry the necessary Measures into effect for the Occupation of Aden.

Captain Smith has been informed, as per Copy of my Letter to him of the 11th instant enclosed, that the Transports to be employed on this Service will be placed under his Orders, as also the Sloop of War Coote, while employed on the present Duty.

It has been impressed upon Captain Smith that it is a Point of the first Importance in regard to the Footing on which the British Government may afterwards hold Aden that the Objects of the Negotiations should, if possible, be accomplished without attacking the Place; and that Officer has been informed that on the Arrival of the Force at Aden it will be your Duty to renew your Endeavours to obtain the Fulfilment of the Engagements previously entered into by the Authorities at that Place.

Should these Endeavours on your Part unfortunately prove unavailing, the Governor in Council requests that you will communicate the same to Captain Smith, when that Officer will, in co-operation with the senior Officer commanding the Military Force, adopt such Measures for the Capture and Occupation of Aden, or otherwise, as may appear to them best calculated to effect the Objects which you may point out. The senior Officer in command of the Troops under Despatch for Aden has likewise, as per Copy of my Letter of the 14th enclosed, been instructed to place himself under your political Authority.

The Superintendent of the Indian Navy has been authorized to engage a Transport Vessel capable of being armed, and so chartered as to command her Services for an unlimited Period, to serve both as a Defence and as a Depôt for Stores at Aden, should this Measure be found absolutely necessary.

I have, &c.

J. P. WILLOUGHBY,

No. 86.

The SECRETARY to the BOMBAY GOVERNMENT to the ADJUTANT GENERAL of the BOMBAY ARMY.

Sir,

Bombay, 24th December 1838.

As the military Command of the Expedition proceeding to Aden will devolve on Major Baillie, the senior Officer, I am directed by the Governor in Council to request that the Major General commanding the Forces will be pleased to furnish that Officer with the following Instruction for his Guidance.

On the Arrival of Major Baillie at Aden that Officer should consider himself under the political Authority of Commander Haines, who has been entrusted with the Negotiations at that Place, and in concert with Captain Smith, the Naval Officer in charge of the Vessels forming Part of the Expedition, place himself in communication with Commander Haines.

It should be strongly impressed upon Major Baillie that it is a Point of the first Importance in regard to the Footing on which the British Government may afterwards hold Aden that the Objects of the Negotiation should, if possible, be accomplished without attacking the Place; and on the Arrival there of the Expedition Commander Haines will renew his Endeavours to obtain the Fulfilment of the Engagements previously entered into with the Authorities at Aden.

Should Commander Haines, however, unfortunately find his Endeavours unavailing, that Officer will communicate the same to Captain Smith, who will thereon, in co-operation with Major Baillie, as the senior Officer commanding the Military Force, adopt such Measures for the Capture and Occupation of Aden, or otherwise, as may appear to them best calculated to effect the Objects which may be pointed out to them by Commander Haines.

On Possession of Aden being obtained by the British Government, either by Negotiation or otherwise, Major Baillie should direct his immediate Attention to the

(96.)

IX.

No. 85.

J. P. Willoughby,
Esq., to
Captain Haines,
21st Dec 1838.

No. 86.
The Secretary to
the Bombay
Government
to the
Adjutant General,
24th Dec. 1838.

IX.

No. 86.
The Secretary to
the Bombay
Government
to the
Adjutant General,
24th Dec. 1837.

the best Arrangements in his Power for the Defence and Retention of that Place against Force or Surprise.

Major Bailie having applied to Government for a Copy of the Plan of Aden, and of its accompanying Memoir by Commander Haines, the same are herewith forwarded for the Purpose of being delivered to that Officer.

I am, &c.

J. P. WILLOUGHBY.

No. 87.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

No. 87.
Captain Haines
to the
Secretary to
the Bombay
Government,
12th Dec. 1838.

Sir,

Aden, 12th December 1838.

I HAVE the Honour to lay before you, for the Information of Government, a Report of Proceedings since my last, per Steam Ship Atlanta.

On the Day of that Vessel's Arrival (13th November) Sultan Hamed sent a Man on board for Information; he was treated with Civility, and next Morning returned to the Town. The Day following a Party came down to see Sheik Tyeb Ibramjee, whom I permitted to visit them under a strong Escort; he solicited him to come into the Town, which he evaded by saying he could not do so without my Permission.

On the 15th I wrote a polite Note to Sultan Hamed, requesting a Native Servant of Lieutenant Evans (Bombay Regiment) to be delivered up, having learned he had been conveyed to the Town by Four Bedouins, and was detained there; I also received a Message, saying Syed M. Houssain (the Sultan's Son-in-law) wished to meet Sheik Tyeb near the Second Point, being afraid to come near the Ship; this I acceded to, and desired Sheik Tyeb to proceed there in the Launch, which was well armed. The Meeting took place about One P.M., Lieutenant Johnston, senior Lieutenant of the Coote, having Charge of the Party, which consisted of 15 well-armed Seamen, Six European Soldiers of the Bombay Regiment, the Boat having her 12 Pounders loaded with Grape and Canister. Syed M. Houssain had 50 armed Bedouins to accompany him. The Meeting was only explanatory. Syed M. Houssain strongly urged Sheik Tyeb to proceed back with him, and to accompany him to Lahedge, which he politely evaded, and the Parties separated on apparent good Terms. Syed M. Houssain, with Sultan Hamed, the same Evening proceeded to Lahedge.

On the 18th November I received Information from Reshid Abdulla that Syed M. Houssain expected Sheik Tyeb would have been less protected, and intended to have taken him by force, and detain him until I restored all the Papers; but the Strength and Appearance of the Party, and the good Judgment evinced by Lieutenant Johnston in placing his Boat so as to cut up the Bedouins with Grape, prevented the Attempt. I also heard the Adenites had offered Four Dollars a Bag for Dates if brought to the Town.

On the 18th, P.M., a Messenger brought a Letter from Sultan M. Houssain, addressed to Sheik Tyeb, full of abusive Language to me, to which I wrote a Reply for Sheik Tyeb, and a Letter with my Signature.

On the 19th November I sent Sheik Tyeb to Burburra to hire Boats to procure Water, Wood, and Provisions for the Ship of War Coote, which Vessel I was anxious should be full before any Troops might arrive, and thereby be enabled to assist them.

On the 20th, in the Morning, I observed a large Body of armed Bedouins proceed into the Town, and on the Return of the Pinnace, about Four P.M., we were informed the Bedouins had opened a severe Fire upon her, Three Balls having struck her, and One gone through her, fortunately without hurting a single Man.

The Pinnace had left the Ship in the Morning under the Charge of Lieutenant Hamilton, Third Lieutenant of the Coote (having with him Lieutenant Evans of the Bombay Regiment), for the Purpose of directing any Bugalabs they might see to proceed to the Ship; they had spoken One Vessel, and found her empty, the People on board being employed in diving for Dates that had sunk in a Vessel belonging to the Futelee Tribe a few Days before. Having left the Vessel they were beckoned to come on shore, but declined; and they had not proceeded 30 Yards from the Point when about 50 Matchlocks opened Fire upon them, which Civility was promptly returned by Grape from a Three-pounder Gun and some small Arms.

After

After so shameful and cowardly an Attack, I considered the Provocation and Insult sufficient to ensure the Approval of Government; and therefore wrote a Letter to Commander Denton.

During the Night of the 20th, Commander Denton, at my Suggestion, sent a long Nine-pounder to Jereret Frinjee, and, through the Exertion of Lieutenant Hamilton, Third Lieutenant, and Lieutenant Western, of the Engineers, it was ready for firing at Day-light, when Captain Denton, Lieutenant Evans, Bombay Regiment, and myself, joined them with additional Strength, composed of Messrs. Harrison and Darke, 15 European Soldiers, 10 Marines, and some Seamen, with a Five-inch Howitzer.

Owing to Shot from the long Nine-pounder, and the Activity of the Launch and Pinnace, each with small Guns, several Parties were prevented from entering the Town, and a Number of laden Camels driven back. Several Shot struck the Pass, and displaced one of their Guns, and Two Shells were sent by Lieutenant Western immediately over the Gate.

Every Hill was occupied by Bedouins, and they kept up a constant Fire from great Guns and Musketry without Effect; as the Tide receded, they were so exasperated that they came down in large Bodies with the Intention of storming our Gun, and, the Bank which connects Jereret Frinjee to the Mah being dry, they were enabled to come, under Cover of the Rocks, within 80 or 90 Yards of our Position; the firing then became brisk, and lasted so for some Minutes, when the Cross-fire from the Pinnace and Island compelled them to retreat with some Loss, and a few of our Men took Possession of the Spot they evacuated.

After Dark the Party and Guns returned on board, there being only One Man slightly wounded by a Matchlock Ball on the Thumb; the Pass Guns were well trained by Egyptians, and they must have expended 60 Round of Shot. Both Officers and Men, Seamen and Soldiers, behaved with great Steadiness and Firmness.

On the 22d, some Bedouins had the Temerity to come down and fire at the Ship, retreating after firing, quicker than they came. The Launch, with Lieutenants Johnston, Hamilton, Evans, and Western, went round to prevent Trade; they were warmly received, 10 large Shots being fired at them with tolerable Precision by Egyptians. On rounding Ras Marshy they had a Skirmish from Musketry, but without Loss on our Side; the Enemy, a Loss of Two Men, one blown from their own Gun, and the other shot by Lieutenant Hamilton when returning their Fire from the Launch.

On the 23d the Man I sent to Shugra for Water, Wood, and Provisions returned, bringing with him a Boat-load, and a Letter from Sultan Hamed ben Abdulla, of the Futhlees, to my Address, in answer to which I wrote, and the Boat, with a Guard from the Coote, returned with empty Casks.

On the 25th the Punt of the Coote, with Two Lascars in it, was proceeding on Shore for some Sand, not a Quarter of a Mile from the Ship, and had just grounded, when about 100 Matchlocks opened fire at her, not a Man at the Time visible from the Ship. The Two Men miraculously escaped, and brought the Boat off, only One Ball having gone through her Backboard, the Splinter of which grazed the Temple of the after Man.

This Ambush was a deep-laid Scheme to seize or destroy some of the Officers, the Bedouins having received Information from the Fishermen that they frequently bathed there in the Morning; their Disappointment must have been great to find only Two Native Lads in her; and their Preservation when fired at so close (25 to 30 Yards), I can attribute to the Dread the Bedouins had of the Coote's Boats (by which they had previously suffered) pulling in and raking them.

On the 26th and 27th of November the Sloop of War, Coote, was under Weigh, preventing Trade, and was so fortunate as to prevent a Cargo of Rice and Sugar being thrown into the Town; their Guns opened Fire at us, but at a ridiculous Distance; the Launch and Ship continued to prevent Trade, and were in several Instances successful.

On the 29th they sent a Flag of Truce, with a Letter from Syed Zain (the Patron Saint of Aden), to which I returned an Answer; and on the following Morning the Messenger returned with a Flag of Truce, and the Letter from the Syed's Son, which containing mere Nonsense, I answered it as laconic as possible.

On Sunday, December 2d, a very large Body of Bedouins lay behind the Rocks, within 500 Yards of the Vessel, in hopes that some of the Coote's Crew would land; fortunately no Boats went towards the Shore, but about 5 P.M. a Fishing

IX.

No 87
 Captain Haines
 to the
 Secretary to the
 Bombay
 Government,
 12th Dec. 1838

IX.
 No 87
 Captain Haines
 to the
 Secretary to the
 Bombay
 Government,
 12th Dec 1838.

Canoe landed Two Mocha Men, who, unperceived by the Bedouins, ascended the Hill; the Canoe with Two other Men, after landing them, pulled into the Bay, and One Man had landed, when a Volley was fired at him; he, however, though chased, got safely into the Canoe, and the Coote's Launch, Lieutenant Hamilton in charge, pulled in and saved her, by withdrawing their Fire from the Canoe to the Launch; the former was directed to pull in round the Point, and save the Two Arabs who were on shore, and who retreated from within 10 Yards of the Bedouins in safety, owing to their Attention being devoted to the Launch. While the Canoe pulled in to save them, the Coote fired a few Grape and Shell; the Pinnace, Lieutenant Johnston, pulled round and took them in the Rear. This successful Manœuvre withdrew their Attention from the Men, and they were rescued without any Accident on the Side of the British.

The Sloop of War, Coote, while stopping Trade off Aden, after a Six Hours Chase, on the 5th of December, came up with a fine Gaujah, called the Atteel Allah, which had left Aden in the Morning with a Cargo of Jowaree, Wheat, Coffee, &c. belonging to the principal Merchant at Lahedge; the Owner of the Boat residing in the Town of Aden. She had five Banians, Two Women, and Lieutenant Evans's Servant on board as Passengers; the latter had been sent on board by Sultan Hamed, to prevent his escaping from the Town and giving us Information.

On the 6th, the Coote, with the Prize in tow, stood past the Town, and Sultan Hamed was made aware of the Capture, after her Third Attempt to escape British Vigilance. The Gaujah being a fast Sailer, Lieutenant Johnston, with a Party of 24 Europeans (Seamen and Soldiers), and a 12-Pounder Carronade, were put into her, and she sailed as a Decoy to seize the Sultan's Boat, which was ready to sail to Kurrem with a Cargo.

On the 7th Sultan Hamed sent Reshid Abdulla and the Owner of the Boat down to us with a Flag of Truce, to solicit the Delivery of the Boat and the Owner's Son, and to inquire if I would now agree to pay the 8,000 Dollars; in reply, I explained to them that all their Requests were unreasonable, for the Adenites had made War against us, and the Boat and Cargo was a lawful Prize; and that on the Subject of the Money I had already informed them of the only Condition under which I could accept Peace without further Authority from Government. They then requested Permission to purchase some Dates from Two deeply laden Vessels near us, which the Coote's Boats had prevented from going into Bunder Duras: this I also refused, and they left the Ship, having obtained nothing satisfactory from their Visit.

On the 10th and 11th of December Sultan Hamed sent down a Flag of Truce, but their Questions and Wishes were so unreasonable and silly, that I requested the Bearer not to come again, unless he brought me a Letter with the Seal of all the Chieftains attached, as a Security for the immediate Delivery of the Land of Aden, and to solicit Forgiveness from the British Government for their past Conduct; for it was on that Condition alone that I could listen to their Wish for a Cessation of Hostilities.

I have, &c.
 S. B. HAINES.

No. 88.

THE SULTAN OF ADEN to Sheik TYEB IBRAMJEE.

No 88.
 The Sultan of Aden
 to Sheik
 Tyeb-Ibramjee

No Date (received 17th November).

I KNOW you have arrived; you have come from Government to settle Affairs between me and the English, and I now tell you that the English and myself are very great Friends of old Date. The Government sent us a Letter with their Seal; you did not know this; you are well acquainted with me, and my Father, and are aware we are old Friends with the English. The Government wish not to be at Enmity with me, nor do I with them.

Last Year Captain Haines and the Interpreter, Jaffer, came to me, and brought me a Letter from Government containing Censure and angry Words, and they directed me to restore the Property. I then told them to go to the Kazee and the Nocadah's; but they would not listen to me, and used strong Language. I then told him he had brought a Letter to me from his Government, and that I sent a Reply to take to Bombay, when his Answer was, I represent Government. I again wished him

to talk to the Nacadab; but he would not, and I could not satisfy him. I told him I was friendly with his Government, and had long been so, and that I had no Property; but still he enforced it, and would not listen to me, and at last he compelled me to restore the Property I had received at the Custom-house. I then wrote a Letter to the Governor, explaining every thing; I know not if he sent it; he may have hid it. After I had given him the Cargo, and all was settled, he wished for Aden; when he did so, I directed him not to mention it, and what passed between us I would not attend or listen to.

In my Heart I believe Captain Haines, who is sent to me, has a Face determined on fighting; to him I promised nothing, and he has told Lies to Government. All his Language is bad, and do not you listen to him. I know he is a Man that will not let me off without fighting me; his Face shows it. Afterwards we had more Language, and when I saw his Face so determined, I endeavoured to escape him, and put it off for Two Months, while each held Council.

He now says he has a Bond in his Possession, with my Seal, for Aden; but I say it is a Lie; I never sent him a Letter, or spoke of it; it is all Lies, and disgraceful. If he has such a Thing, let me see it, and if it has my Seal it is a Witness against me; if he has it, I will act upon it; for I would not say a Word if he shows me the Seal.

This Commander has brought this upon me; it is his Work, and we will not listen to it. I have a Treaty with his Government. I wish to see you, and you will then see if my Words are not true. That Man in his Heart wishes to rule Aden, but he never shall until the Sword is at our Throats.

You come to me, and if you wish it, Syed Hydrousse, Reshid Abdulla, or others will accompany you; we can then converse. I wish to know what you have to say, and will inform you of all that has passed; I will explain, and tell Truth. You have come between us to put all to rights, for we have been Friends with the English for many Years. We will settle all with Justice.

IX.

No. 88.
The Sultan of Aden
to Sheik
Tyeib Ibramjee

No. 89.

Captain HAINES to the SULTAN OF ADEN.

17th November 1838.

WITH Compliments. I wrote to your Son Sultan Hamed, when in Aden, a few Days ago, to deliver up a British Subject that he detained there, which he did not; and Syed M. Houssain, on the 15th, promised Sheik Tyeib, that he should be immediately sent back.

Since then, I imagine he has been taken by Force to Lahedge. I therefore request his immediate Restoration in the Name of the British Government.

No. 89.
Captain Haines
to the
Sultan of Aden,
17th Nov. 1838.

No. 90.

Sheik TYEB IBRAMJEE to the-SULTAN OF ADEN.

17th November 1838

I RECEIVED your Letter, and understood it. If you wish to have Conversation with me, I shall be happy to see you, but I cannot come to Lahedge without the Authority of Captain Haines.

I explained to your Son-in-law, Syed M. Houssain, that all Captain Haines had informed you of was by the Authority of the Bombay Government; and if you will not believe me or others, I cannot help it, and it must rest with yourself.

No. 90.
Sheik Tyeib Ibramjee
to the
Sultan of Aden,
17th Nov. 1838

No. 91.

Captain HAINES to Captain DENTON.

Aden, 20th November 1838.

Sir,
OWING to the unjustifiable and unexpected Attack made upon your Pinnace this Day, in which Boat, through the kind Mercy of Providence, neither Officer or Man was hurt, I have the Honour to request you will avail yourself of every favourable Opportunity to resent the Insult offered to the British, by destroying the Bedouins or Property belonging to Aden; and further, that you will endeavour to prevent Trade

(96.)

No. 91
Captain Haines
to
Captain Denton,
20th Nov. 1838.

IX.

Trade or Provisions being thrown into the Town from the Bay^s of Aden or the Northern Gate.

No. 91.
 Captain Haines
 to
 Captain Denton,
 20th Nov. 1838.

And should you have an Opportunity of capturing either Bugalah, Bedan, or other Boat belonging to the Sultan, or any Merchant at Aden, I request you will do so, and detain the Prisoners and Property until the Pleasure of Government is known.

I have, &c.
 S. B. HAINES.

No. 92.

Sultan HAMED BEN ABDULLA of the Futelees, to Captain HAINES.

No. 92.
 Sultan Hamed
 ben Abdulla
 to
 Captain Haines.

Received 23d Nov. 1838.
 To my great Friend Captain Haines, with the usual Compliments. I write from Shugra, and all is well, and I am at Peace with all. Your Letter reached me by Ayah, and what you wrote I understood. You wrote for Wood, Water, and Provisions, but we have no large Boat; I now send you Syed Sallah and Salem; whatever you require, mention it to them, and they will to me. I shall be happy to see any one from you. Write me all the News of yourself and the Abdalees; and let me know if you have made Friends, or intend to fight.

With Salaams,
 (Seal of) HAMED BEN ABDULLA, Futelee.

No. 93.

Captain HAINES to Sultan HAMED BEN ABDULLA.

No. 93.
 Captain Haines
 to
 Sultan Hamed
 ben Abdulla,
 23d Nov. 1838.

23d November 1838
 WITH every kind Compliment, accept my Thanks for your Attention in sending the Water, Wood, and Provisions. I now return the Boat with Casks in her, under the Guard of Two Officers and Four Men to protect her, in case the Abdalees should attack her, they having commenced firing on us a few Days ago. I expect a Vessel from Bombay in 12 or 14 Days, when I will send you the News.

Will you kindly hurry your People in completing the Boat with Water.
 S. B. HAINES.

No. 94.

Sultan HAMED BEN ABDULLA to Captain HAINES.

No. 94.
 Sultan Hamed
 ben Abdulla
 to
 Captain Haines,
 23d Nov. 1838.

23th November 1838.
 WITH Compliments and Regards. To my Friend, God bless you. From Shugra. All's well. Your Letter reached me, also the Money for the Boat and Supplies. It was not my Wish to receive Money; but to obtain a very large Boat, and send you every thing, in which I was disappointed, there being no large Boat. The Officers hired a Boat, and made Arrangements; I wished to scold the Owner for charging so much, but the Officer said their Word had passed, and the English never broke it. Besides this, my Friend, on the Day I informed you of my Wishes relative to the Abdalees, they increased my Hatred for them by an Insult. One of my Boats went to Aden; they sent Men, seized, and sunk her; when she broke, they plundered every thing; which Act, they say, is on account of my showing Friendship for the English. My Nakhoda wished to give you the Information, but was prevented. Syed Salem, however, informs me you are acquainted with the Particulars. You wrote me that perhaps we may meet again. When will it be? Write me, and I will remain. When your Letter reached me, I informed my Friends and Tribe, and showed them your Presents. Write me every thing you wish in your Heart. If you require Water, Wood, Provisions, on your Order they shall be sent.

I wish to send you a Horse, but cannot send it in a Boat. Whenever you wish, my previous Words shall be carried into execution. Mention your Wishes, and you shall find I have but one Word.

Let me know the News from India.
 * (Seal of) Sultan HAMED BEN ABDULLA, Futelee.

No. 95.

Captain HAINES to Sultan HAMED BEN ABDULLA.

30th November 1838.

With the customary Compliments. I received your Letter, and offer you my best Thanks for your Kindness and Friendship. I return the Boat having Water on board, and being in Expectation of a large Supply from Zara in a few Days.

When the British require Supplies, you may depend they will not forget your kind Offer, and will avail themselves of it. Pray do not send the Horse, for there is no Place to keep it in on board, and I seldom visit the Shore. Believe me, I receive the Intention as a Compliment equally with the Gift or Receipt of it. I regret you have lost your Boat, and hope the Abdalees will be made to answer for the Insult. I cannot meet you now, for I shall most probably receive Orders from Bombay in a few Days, and must await them. The Reports you have heard of our suffering a Loss is a Falsehood, for not one Man has fallen, and it was only Yesterday Hydroosse sent to make Peace.

S. B. HAINES.

IX.
No 95.
Captain Haines
to
Sultan Hamed
ben Abdulla,
30th Nov, 1838

No. 96.

SYED ZAIN BEN HYDROOSSE to Captain HAINES.

29th November 1838.

God preserve you, with Compliments and Salaams. I write from Aden. All's well, and what I inform you in this Letter is good, and you will understand it. We are Syeds, and reside in Aden; it is our Duty to come between two opposing Parties, and settle Disputes. You and Sultan M. Houssan have quarrelled, and no one here wishes it; the People are frightened, and the Poor come crying to me daily, and I now write that I may come for Peace. We are Syeds, and both Sides will listen to us; if it is in your Judgment to permit me to come, let me know. I wish to obtain Information from both Sides, and God knows I am with you by Truth and by God. Whatever is between you let me know. Keep nothing on your Heart. Send me an Answer.

SYED ZAIN.

No 96.
Syed, Zain, ben
Hydroosse
to
Captain Haines,
29th Nov, 1838.

No. 97.

Captain HAINES to SYED ZAIN BEN HYDROOSSE.

29th November 1838.

With Compliments. The Government sent me here as their Representative, with the kindest and best Intentions; the Abdalees have declared War by firing on the Government Ship's Boat, in which by God's Mercy no one was injured, nor have we any since in the different Attacks.

I am sorry to hear the Poor suffer in Aden, but we have no Remedy. I can only advise Sultan Hamed to permit them, as well as other harmless Creatures, to quit the Town before War on our Part commences, otherwise in all probability many will fall by Shot or Shell.

If you wish to see me, be assured you shall be received with Respect, for I know your Office is to make Peace and not War.

S. B. HAINES.

No 97.
Captain Haines
to
Syed Zain ben
Hydroosse,
29th Nov. 1838

IX.

No. 98.
Syed Aloose
ben Syed Hydroosse

to
Captain Haines,
30th Nov. 1838.

No. 98.

SYED ALOOSE BEN SYED HYDROOSSE to Captain HAINES.

30th November 1838.

WITH Salaams, written from Aden, where all are well. Your Note reached me; you wrote to say you would like to see me, but I wish all that passes to be secret and private.

How can I come when I do not understand the Feelings you have, or what you wish? When I understand every Wish in Writing from the Sultan and yourself, which I do not yet, I will see.

I wish for Truth and then we will make Peace. When I see the Road clear I will settle every thing, if God wishes it. If God does not wish it, I cannot help it.

We are Syeds and cannot fight, or enforce either Party to make Peace; it is in my Heart to settle it, and to make Peace. I wish for your Feelings and true Words, so that all may be clear in a few Words. These Words will reach you; in our Hearts we have nothing bad, and I shall be delighted to make Peace.

We are Syeds, and Men that administer Relief to those who require it. If this Letter is understood, send me an Answer.

SYED ALOOSE.

No. 99.

Captain HAINES to SYED ALOOSE BEN ZAIN HYDROOSSE.

No. 99.
Captain Haines
to
Syed Aloose ben
Zain Hydroosse,

WITH Compliments. You wish for my Feelings in a few Words; it is the English Custom to do so, and not change it.

I give you mine, which is that I did not ask you to make Peace, nor do I wish it. The Abdalees commenced Hostilities by firing at us, and they will be heartily tired of it ere it terminates. As yet the fighting has been merely with Boats.

With Salaams to your Father and self.

S. B. HAINES.

No. 100.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

No. 100.
Captain Haines
to the
Secretary to the
Bombay
Government,
13th Dec 1838.

The Company's Ship Coote,
Aden, 13th December 1838

Sir,
I HAVE the Honour to inform you, in Continuation of my Report, (No. 2.) that on the Morning of the 13th of December, Reshid ben Abdulla and Mussand ben Dubaunee came on board under a Flag of Truce; they were sent by the Sultan M. Houssain to apply for 10 Days Peace, so that he and other Chieftains might visit me on board, and arrange the Matter. In reply, I distinctly stated I could only make a lasting Peace under the Conditions I had previously given, which was the immediate Transfer of Aden to the British, and their throwing themselves on the Mercy and Generosity of Government.

Their Reason for now so earnestly wishing to make Peace is owing to the severe Measures taken of preventing Supplies proceeding into the Town, also on account of some Reports they have received from Bombay by a Bugalah.

The Ship of War Coote frequently receives a Supply of Wood and Water from the Abyssinian Coast, by means of two Boats I have hired, which Measure I hope will meet the Approval of the Governor in Council.

Should a larger Supply be hereafter found requisite, I beg to inform you I shall be able to procure other Vessels to obtain it.

have, &c.
S. B. HAINES.

No 101.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

(Extract.)

Aden Harbour, 13th December 1838.

I HAVE the Honour to inform you, for the Information of Government, that Seven Days after the Steamer Ship, Atalanta, left this Port for Bombay, the Abdalees in Aden commenced firing on the British, without Provocation or Warning. Their Intention had been to commence and intimidate us before; but Prudence had led them to refrain from so doing until my Despatches had left for the Presidency.

Since this firing commenced we have had repeated Opportunities of reconnoitring their Strength, and the extra Defences they have thrown up, consisting of a Sand-bag Battery, mounting Three Guns, on Seerah; One Gun to cannonade the Pass at Bunder Duras; One Gun at the Southern Gate; Two Guns at the old Forts to the Northward of the Northern Gate; and One Gun near Gibul Haddeed: in all, they have about Fourteen Guns, most of which have been trained and fired at us, by Egyptians or Turks, with tolerable Precision.

They have but an indifferent Supply of Shot in the Town, for I always observe their first Shot is better trained than others which follow from the same Gun, and that it is owing to its being a picked Shot for the Calibre I have little Doubt.

The open Declaration of War, on the Part of the Abdalees or Adenites in the treacherous Manner they did, caused me to solicit Captain Denton to inflict some immediate Punishment, and being convinced we could more effectually do it by landing on one of the Islands at the eastern Extreme of Aden Harbour, I strongly recommended it; the Consequence was, the Bedouins received Chastisement for the Insult, and in executing it the Officers, Seamen, and Soldiers, European and Native, merit Praise.

The Loss sustained by the Bedouins, the Blockade of Aden, and the continued Annoyance they received from the armed Boats of the Coote, in all Directions, occasioning them to fly from Hill to Hill with Celerity, so harassed them that on the 29th November they wished for Truce and Peace, which, I informed their Messenger, could now only be obtained by the immediate Transfer of Aden without any specified Sum, the Sultan throwing himself on the Mercy of Government.

From what Information I could obtain, it would appear that, Two Days prior to their Application for Peace, the Bedouin Chieftains held Meetings, and, with Sultan Hamed at their Head, agreed to sue for a Cessation of Hostilities, through Syed Zain; but in making the Arrangement they determined Sultan M. Houssain should not receive the whole \$,000 Dollars. Sheik Maidee, Chief of the Maidee or Sullamee Subdivision of the Abdalees, being absent, they wrote to him, prior to going to Syed Zain; his Answer was, that the same Feelings were entertained by himself and followers, and that the Money must be arranged for each Subdivision prior to Aden being delivered up. This being the unanimous Opinion, Sultan Hamed wished to see if they could now make their own Terms, and if the British were also anxious for Peace, which occasioned Syed Zain's Letter.

The Poor in Aden suffer greatly, owing to the Bedouins making them almost their Slaves, without the slightest Remuneration either in Food or Money. They are now employed all Day, grinding Corn or Jowaree, conveying Water and Provisions to the different Guards on the Hills and Passes; and have had to carry Stones, &c. for the loose Breastwork thrown up in different Places; in fact, they perform all the Labour, while the Bedouin reclines at his Ease.

The present State of Affairs at Aden stands thus: Sultan M. Houssain and his Son Sultan Hamed have quarrelled, owing to the latter's Folly in commencing Hostilities; and a severe Letter was sent from the Father to the Son, when the Report of the Capture of the Atteel Allah by the Coote reached Lahedge. The only Two Subdivisions of the Abdalees who have been engaged with us are the Sullamees and Hazzabees; the latter is the strongest, and can muster 400 or 500 Matchlocks. Their Chief is named Sheik Abdulla Hazzaab, but his eldest Son Hamed ben Abdulla has more Power with their Followers.

Neither of the principal Hazzabee Chieftains possesses any great Reverence or Regard for their Sovereign Sultan M. Houssain, and would hesitate to attend to his Orders; but with Sultan Hamed it would be different; he being half Hazzabee on his Mother's Side (who was Sister to Sheik Abdulla); a great Deference is therefore

(96.)

IX.

No. 101
 Captain Haines
 to the
 Secretary to the
 Bombay
 Government,
 13th Dec. 1838.

IXI
 No 101
 Captain HAINES
 to the
 Secretary to the
 Bombay
 Government,
 13th Dec. 1838

therefore shown, and his Orders are in some Measure attended to. The Force they sent at his Request was commanded by Sheik Mahomed ben Abdulla, a younger Son, who now remains in Aden to oppose us; it is, however, apparent, that instead of tacit Obedience to superior Authority, they will dictate, and Sultan Hamed cannot do otherwise than submit to their Wishes, for he is by them held in Thralldom, and they have led him into a Labyrinth from which he cannot extricate himself; and they will ultimately plunder Aden and repay themselves, and satisfy their Avarice, which alone brought them into it.

The Sultan of the Futhelce Tribe, Hamed ben Abdulla, has collected together 2,000 or 3,000 Men, to take revenge upon Sultan M. Houssain of the Abdalees, for the Destruction and Plunder of his Boat in Aden; and it is the Opinion of the Merchants in the Town, that he will remain in readiness until the Arrival of Troops to take possession of Aden, when he will march on to Lahedge; and plunder it.

Whatever Number of Bedouins may be in Aden on the Arrival of British Troops I do not think they will remain firm in defence of it; but it is better to be prepared for a stout Resistance, as they are treacherous and deceitful; and in whatever Manner we may obtain Possession, I take the liberty of mentioning that they are unworthy of any great Leniency or Indulgence; their Promise, let it even be made on the Koran, is frequently broken, and they are incapable of estimating a kind Intention, and would consider any Leniency shown, on account of their Ignorance, as Timidity, instead of Generosity, on the Part of the British.

The Chieftains of the Abdalee Tribe are fully aware that British Attention in India is at present occupied by the Guicowar, Cabool, Candahar, Persian, and Burmese Governments, and that a Force has been sent to the Persian Gulf, Kurachee, and Cabool. This Information they have received from the Correspondence of the Banians; and the Person who came down with the last Flag of Truce, told me that the People in the Town were convinced the British could not spare Men from Bombay for Aden, owing to the unsettled State of the different Countries bordering on our Indian Possessions. He also informed me, that Sultan Hamed would give any Sum to obtain me as a Prisoner, and that Aden would willingly be given for my Head.

I am fully aware, from my Knowledge of Sultan Hamed's hasty Disposition, that his Threats, and Wish to injure me, are the mere Ebullition of the Moment, and feel convinced, when all is quietly arranged, he will bear no particular Hatred or Malice; his present Feelings of Irritation being caused by a Belief that I have a Wish to reduce his Power and diminish his Dignity.

I have, &c.

S. B. HAINES.

No. 102.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

No. 102.
 Captain HAINES
 to the
 Secretary to the
 Bombay
 Government,
 15th Dec. 1838.

Sir,

Aden Bay, 15th December 1838

I HAVE the Honour to inform you that the Schooner Mahé arrived at this Harbour about Nine A.M. on the 14th of December, and I beg to acknowledge the Receipt of your Letters No. 488 (A.), and 505 and 509 of 1838; also a Letter from the Governor in Council to Sultan M. Houssain, of the Abdalees, and Sultan Hamed ben Abdulla of the Futhelcees.

About Noon on the same Day the Steam Ship Berenice arrived, by which Vessel I received Duplicates of the Letters above mentioned. Having delivered the Coote's Provisions, &c., she left for Suez by Five P.M.

Prior to the Arrival of the Berenice a Flag of Truce came down, and Reshid Abdulla came on board with a Request from Sultan M. Houssain to grant him Two Days to settle Affairs. This I acceded to, and by Reshid forwarded the Government's Letter, with one from myself.

Every thing now remains quiet, there having been neither Ambush nor Firing for some Days, and I hope most sincerely to be able in a very short Time to settle every thing to meet the Wish of Government, which I clearly understand.

I have, &c.

S. B. HAINES.

No. 103.

Captain HAINES to the SULTAN OF ADEN.

14th December 1838. I HAVE the Pleasure to send a Letter from the Governor in Council to your Address, and you should bear in Mind that when it was written he was not aware of your People having commenced Hostilities in the shameful Manner they did, and I need not explain to you what his Feelings will be when made acquainted with it by the Steamer that I hourly expect. You have appealed for Two Days Peace. I grant it, but your Answer must be decisive; and the only one I can receive to give a permanent Peace is, that you immediately deliver up the Land of Aden to the British, and solicit Forgiveness from Government. I also inform you, that for any annual Payment you must throw yourself on the Kindness and Generosity of the British Government.

S. B. HAINES.

IX.

No. 103.
Captain Haines
to the
Sultan of Aden,
14th Dec. 1838

No. 104.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

(Extract.)

Aden Harbour, 6th Jan. 1839.

I HAVE the Honour to inform you, for the Information of Government, that since the Steam-ship, Hugh Lindsay, left this Harbour, nothing but one continued Course of Falsehood and Deception has transpired on the Part of the Sultan of Lahedge towards me.

It is my Opinion, that Sultan M. Houssain called in the neighbouring Tribe of Futehees to a Conference, in hopes of gaining them over to assist him in opposing us, or to act as a Mediator between us.

Should the Troops arrive prior to any thing more decisive being concluded between the Sultan and myself, I think it advisable (unless some Order per next Steamer should deter me from it) to use the Influence of Money to prevent any Effusion of Blood; for I conceive that the Governor in Council would rather permit me to use that powerful Weapon, after all Negotiation has failed through continued Falsehood and Treachery, than run the Risk of Loss of Life by Storm.

Being fearful that, owing to the late active Occupation of the Naval Department in Bombay, Gun-boats may not be sent up with the Troops, I have requested Captain Denton to prepare a Vessel (lately belonging to the Sultan, which was captured at my Suggestion,) for active Service. She is a strong-built Boat of about 15 Tons Burthen, and capable of carrying a 12-pound Gun in the Bow, and One of the light Eight-inch Mortars in the Centre; thus equipped, she will answer either as a Mortar-vessel or Gun-boat, being now Lugg-rigged, and capable of pulling with 20 Paddles.

There is one particularly weak Part in the Defences of the Town, which the Arabs have overlooked; and I consider the Boat above alluded to could be placed in Position where she would remain uninjured by the Enemy's Shot, while she could throw in Shell, and withdraw their Attention while the Troops were landing, or in case of Need she could land 80 Men.

As the Boat was captured by the Coote, I deemed it correct to request her being valued by a Committee of Officers, who have determined her Valuation at 250 Dollars. I therefore consider her Services will be cheap, should the Governor in Council be pleased to afterwards permit the Captors to receive that Sum.

The European Turk, who had Charge of the Sultan's Artillery in Aden, was seriously wounded a few Days ago by the Explosion of a Gun he was directing against the Schooner Mahé, when cruising in the Eastern Bay; one of his Assistants shared the same Fate, and One Bedouin was killed by the return Fire of the Schooner.

The only Notice Sultan M. Houssain took of the Letter the Governor in Council honoured him with, per Berenicé, was acknowledging its Receipt, and apparently determining to act up to his Promise of transferring Aden to the British: such correct Intention soon evaporated, as proved by his Letter received on the 25th of December; since which Period he has sent repeated Messengers, but none to the

(96.)

Point,

No. 104.
Captain Haines
to the
Secretary to the
Bombay
Government,
6th Jan 1839.

IX.
No. 104
Captain Haines
to the
Secretary to the
Bombay
Government,
6th Jan. 1839.

point, and he will continue to do so until he is convinced the Bombay Government are serious in their Intentions, which the Arrival of the Troops will exhibit to his disbelieving Mind. He will then, when too late, wish to arrange every thing agreeable to his first Promise. He cannot be made to believe he is answerable for the insulting Conduct of his Son and Tribe, or that he has acted wrong in any Way; his repeated Exclamation is, "I did not give the Order; I did not fire; I have done them no Wrong; it was my Son; it was the Bedouins, not me."

I trust the Opportunity I gave him, of still receiving the Money for the Transfer, by the lenient Apology I required (which I wrote from his own explanatory Words), will be considered all I could have done after their insulting Conduct, without diminishing the Power, Dignity, and Respect of the British; in fact, had I acted contrary, I feel confident such Compromise would not have been properly estimated, and would only have caused Trouble hereafter.

He appeared willing to apologize by a verbal Message; I demanded a written Apology, which might be forwarded in Original to the Governor in Council.

Sultan M. Houssain is now in Aden, and his Son Hamed at Lahedge; the Father's Reason for remaining on the Spot is, no Doubt, to procure Remuneration for delivering up the Place quietly, in case the Arrival of the Troops should compel him to do so.

I can only regret that Success has not attended my strenuous Endeavours to accomplish the Wish of Government; it has not been for Want of Perseverance, but the Task was a tedious and difficult one.

When the Sultan promised to deliver the Place up on the 23d of December, I determined to take possession of the Island of Seerah with about 150 Soldiers and Seamen, and some Guns; and will do so still, should the Sultan be inclined to act up to his Promise, prior to the Arrival of the Troops. I could defend it with that Number against great Odds, and it commands the Town in case they should again change their Minds.

I have much Pleasure in reporting that the Mortar and Gun Vessel, Choki, (late belonging to the Sultan) is ready for Service; she has been tried and found to answer well.

No. 105.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

(Extract.)

9th January 1839.

IN continuation of my last Report dated 15th December 1838, I have the Honour to inform you for the Information of Government, that on the Day of the Expiration of the Truce (16th December), mentioned in the Letter alluded to, I received the Letter from Sultan M. Houssain Abdalee, and granted the Number of Days he required to arrange his Affairs prior to the Transfer being made. On the 18th December, the Transport and Coal Vessel, Ann Crichton, arrived, also the Water-boat, from the Abyssinian Shore, with a Letter informing me that Sultan Hamed Abdalee had sent over 200 Dollars as a Bribe to the Chief at Zara, to prevent our being supplied with Water or Wood; and should Opportunity offer, they were to murder any European coming over from the Coote: a Bribe, and the Fear of future Consequences, procured the Water.

On the 21st and 22d, I observed Camels conveying Baggage out of the Town, into the Interior; and on the latter Day Reshid ben Abdulla came on board to solicit Peace until the 25th December, which I declined, conceiving another Breach of Promise was intended. I also received a Letter from Sultan Hamed Futehee, and returned an Answer.

On the 23d December, Reshid Abdulla and Dubaunee came on board with a Letter, which I replied to, and granted an Extension of the Truce. On the 24th, I received another Letter from Sultan M. Houssain, which I answered, and forwarded a Copy of the Apology I required under the Seal of the Sultan, informing the Messengers, that after so much Nonsense and Deceit, I should direct the Truce Flag to be hauled down on the 25th December, at Noon, unless they performed their Promise.

On the 25th, at Noon, the Truce Flag was hauled down, but an Interval of One Hour had not passed before the Messenger again made his Appearance, and delivered me a Letter. After perusing the Letter, I sent the Messenger back with the

No. 105.
Captain Haines
to the
Secretary to the
Bombay
Government,
9th Jan. 1839.

the Message, that as the Sultan had not performed his Promise, the War which they commenced would continue.

On the 26th December a large Bugalah arrived from Poor Bunder, owned by Mobarack ben Break, a respectable and influential Merchant belonging to Zoore; he came for the Purpose of conveying his own and Brother's Family out of the Town of Aden, which amounted to 17 Females and several Children; his Application to proceed there for so humane a Purpose I immediately granted, and by him forwarded my Answer.

On the 27th the Sultan sent Mobarack ben Break to me with an Offer of One-Half the Town. I merely returned the Answer that my Letter decided what my Intentions were. About Noon the same Day, the Supply Boats arrived after considerable Detention, and the Sheik of Zara, who came over in one of the Boats to see me, informed me, the Choki, a Boat, belonging to Sultan M. Houssain, remained on the Abyssinian Coast to prevent our obtaining Supplies, and her Nakhooda had offered 200 Dollars to prevent our Boats receiving Water and other Supplies; and other Promises were made if they destroyed any Europeans that might arrive in them.

To prevent so important a Circumstance as any Stoppage being put to our Water and Supplies, and the Conduct of Sultan Hamed and his Emissaries being so disgraceful, I determined on her Capture, and the Party sailed Two Hours afterwards to carry my Wishes into effect.

During the 28th, 29th, and 30th December, I had no Communication with the Town; the Blockade was strictly continued.

On the 30th, Lieutenant Johnston (senior Lieutenant of the Coote) returned with the Party under his Command, bringing with him the Sultan's Vessel he was sent in search of; they first observed her standing out to Sea, but on observing the Europeans, the Crew immediately beached her, and it being at the Top of High-water, she was soon left high and dry; and they were enabled to save a considerable Part of the Goods prior to Lieutenant Johnston reaching her; on doing so, she was soon launched and taken possession of, without Loss of Life on either Side.

On the 31st, Reshid Abdulla, and three other respectable Men, came to me with a verbal Request from the Sultan, that I would grant 12,000 Dollars for the Transfer; my Reply was, that the Sultan must first apologize for past Conduct prior to any friendly Communication being received. From one of my Visitors I received Information that a Meeting was shortly to take place at Sheik Othman, between the Futhellee and Abdalee Sultans, attended by the Chieftains of the different Subdivisions of their Tribe.

On the 1st January 1839, the Meeting of the Sultans took place at Sheik Othman (a revered Tomb about Six Miles N. by W. of Aden), and the Conference did not break up until the 2d of January at Sunset; prior to which the Sultan Hamed ben Abdulla sent me a Letter which I answered, declining to meet him on shore in the Abdalee Territory; but if he wished to see me, I should be happy to receive him afloat.

The Futhellee Sultan has obtained 380 Dollars for the last Year's Payment, Four Bales of Cloth and Shawls as Presents, and Five Dollars a Man for his Followers; besides which, the Hand of Sultan M. Houssain's Daughter was offered him in Marriage. Sultan Hamed ben Abdulla received these, and all other Advances of Friendship, with apparent Goodwill, but gave no Promise of Assistance, or of accepting the Hand of the offered Maiden; on the contrary, after obtaining as much as he could, he demanded 650 Dollars for the Boat they had plundered belonging to one of his Subjects; this caused a Separation in the Council, and ultimately a Degree of Ill-feeling prior to their breaking up the Conference.

On the 4th January, the Supply Boat again returned with Water, bringing Information that the Seizure of the Choki had instilled such Fear into the Minds of the Inhabitants of the opposite Shore, that they were willing to afford every Assistance, and to attend to the Wish of the English on all Subjects.

On the 7th January I received a Deputation from the Town, consisting of Syed Zain Hydroosse (the Patron Saint of Aden), Syed Aloose, Reshid Abdulla, and Sheik Hamed Abdulla Hazabee. They came for the Purpose of asking me, if I would forgive the Sultan and his Tribe if he apologized, and threw himself on the Mercy of Government; I told them in reply, I would do so; for I felt assured the Government would do it, in consideration of their Ignorance of British Character. My Reply appeared to give general Satisfaction, and they left me, promising to

IX.

No. 105.
Captain Haimes
to the
Secretary to the
Bombay
Government,
9th Jan 1839.

IX.

No. 105.
Captain Haines
to the
Secretary to the
Bombay
Government,
9th Jan. 1839.

bring the Apology in the Morning. On the 9th I received the Letter, with the Apology from Sultan M. Houssain accompanying it, which being totally different from the one I required, I returned it with my Answer.

No. 106.

The SULTAN OF ADEN to Captain HAINES.

No 106
The Sultan of Aden
to
Captain Haines,
16th Dec. 1838.

16th December (or 27th Ramazan) 1838.

WITH Compliments. I received the Letter from Government, also one from you, by Reshid Abdulla, and I understand them. We cannot resist or refuse the Wish of the British Government. I am ready to quit Lahedge to come to you, on the 5th of the Shawul (23d December), and what I have to say Reshid will inform you of.

(Seal of the Sultan.)

No. 107.

Sultan HAMED ABDULLA, Futehee, to Captain HAINES.

No. 107
Sultan Hamed,
Abdulla, Futehee,
to
Captain Haines.

Received, 16th December 1838.

THIS is from Shugra. All is well. We are waiting anxiously to know if there is Peace or War with the Abdalees and English. Give me the News. I have collected my Men. Whatever is between you and the Abdalees send me. A Zoore Boat came and told me you had received News from Bombay, and that the Bedouins had been fighting you. For God's Sake let me know all the News of the Fight. Haddee is ordered to wait upon you for an Answer.

HAMED BEN ABDULLA, Futehee.

No. 108.

Captain HAINES to Sultan HAMED BEN ABDULLA, Futehee.

No 108
Captain Haines
to
Sultan Hamed ben
Abdulla, Futehee,
22d Dec. 1838.

22d December 1838.

AFTER Compliments. I have much Pleasure in forwarding a Letter from the Governor of Bombay, thanking you for your Attention and Kindness to me, the accredited Agent at Aden, and I again beg to offer you my best Thanks.

You write to me for News, and I am happy to send it to you. Two Steamers have arrived and left since my last Letter to you. One Vessel of War and One large Ship are also here from Bombay, the latter laden with Coal, Powder, Shot, &c. In about 12 Days other Vessels will arrive with Troops. On the Arrival of the small Vessel of War, I received a Promise that Aden should be delivered to the British on the 5th of Shawul, and a Truce was granted. The Period terminates at Sunset To-morrow, when War will commence, unless the Abdalee Chief acts up to his Word. Our fighting has been trivial, with Boats, and during the several Skirmishes no one on our Side has been hurt. On the Subject of your Boat, all I know is from the Report of People from Aden, and they assert the Property is now in Aden, and has not been plundered.

All I have yet heard from Aden has proved untrue; I therefore place no Faith or Dependence upon Report.

With Salaams,

S. B. HAINES.

No. 109.

The SULTAN OF ADEN to Captain HAINES.

No. 109,
The Sultan of Aden
to
Captain Haines.

Received, 23d December.

AFTER Compliments. I give you Information that a Letter reached me from Reshid ben Abdulla relative to your Determination. Believe me, I will come to you,

you, and have advanced towards you; but I cannot come quick, owing to my Age and Lameness, and for that Reason I cannot come quick. I am willing and pleased with whatever Terms you wish, and will not break Faith, keep in your Heart kind Feelings and Peace; I shall be with you in a short Time.

Sultan M. HOUSSAIN. Abdalee.

IX.

No. 109.
The Sultan of Aden
to
Captain Haines.

No. 110.

Captain HAINES to the SULTAN OF ADEN.

23d December 1838.

I RECEIVED your Letter by Reshid ben Abdulla, and shall be happy to see you. I will keep the Flag of Truce flying until I hear from you in Aden.

It is customary with the English to give their Opinions in a few Words, and can only say, that it will afford me Satisfaction to see you sensible of past Errors, and, by now acting honourably, regain the Friendship you have lost.

S. B. HAINES.

No. 110.
Captain Haines
to the
Sultan of Aden.
23d Dec-1838.

No. 111.

The SULTAN OF ADEN to Captain HAINES.

Received 24th December 1838.

God protect you! Your Letter in answer to mine reached me. I am anxious to arrive at Aden, but am detained, being lame. Reshid is my Witness, that my Legs are sore and swollen, and you also know it.

I send Reshid, and whatever he says are my Words and Truth.

With Salaams,

Sultan M. HOUSSAIN, Abdalee.

No. 111.
The Sultan of Aden
to
Captain Haines.

No. 112.

Captain HAINES to the SULTAN OF ADEN.

24th December 1838.

Your Letter reached me in Safety. I regret to hear you still suffer Pain. I shall be happy to see you after an Apology is made for the past Conduct of your Tribe, but until that is done I cannot see you as a Friend. I again recommend you to speedily conclude the Transfer, for the Troops will be here in a few Days.

S. B. HAINES.

No. 112.
Captain Haines
to the
Sultan of Aden.
24th Dec-1838.

No. 113.

Copy of the APOLOGY required by Captain HAINES from the SULTAN OF ADEN, on Words to the same Effect:—

I HAVE arrived from Lahedge to settle all Disputes between the British Government and my State. I am aware how very badly my Son and others have acted towards the English, and you as their accredited Agent. Pray believe me, when I assure you every Act of Injustice and Insult committed has been contrary to my Wish; and I have constantly ordered my Son Hamed and his Bedouins not to act so foolishly, nor on any Account to fire upon the English, our old Friends.

Under these Circumstances, I solicit Forgiveness from the British Government, for the past Conduct of myself and Tribe, and throw myself on their Mercy and Forgiveness.

The Land of Aden, as far North as Khore Muksa, with the adjacent Harbours, I deliver to the English at Noon To-morrow; and for any Remuneration the Generosity of the British Government may be pleased to give, for the annual Support of myself, Family, and Tribe, I shall be thankful.

(96.)

No. 113.
Copy of Apology
required by
Captain Haines
from the
Sultan of Aden.

IX.

No. 114.

No. 114.
The Sultan of Aden
to
Captain Haines,
24th Dec. 1838.

The SULTAN OF ADEN to Captain HAINES.

24th December 1838.

YOUR Letter reached me by Reshid. You wrote that Language passed between us in the former Year; yes, Sir. Reshid also came to me, and said, I must come to Aden. If you wish to meet me, I have come from Lahedge with sensible Men (Three Syeds), and I am lame. If you wish in your Heart to see me, I am here. If you wish to overpower and accuse me, do so. You say there was Language between us; bear this on your Mind. You say that Language passed, and the English do not tell Falsehoods or break Faith; and I never tell Lies, but speak Truth. You have no Complaint against me; if you have any, prove it, and I will not have Two Words, nor will I play. If you have my Letter, show it me; I shall then know it. If true, I will not change; if false, it is wrong; for what passed was for Two Months. I do not wish to play, nor do I wish to injure yourself or the British Government.

We have been Friends with the British for many Years; our Friendship is that of Brothers. I came here on your Account, and wish you to send Sheik Tyeb and Jaffer to me, as Witnesses, to all I say. On your Account I have nothing wrong to say to them, and I will say whatever Words I have to give you.

When they come to me, you will say in your Heart, there is no Wrong in the Sultan, nor is there any Fear, for the English and myself are one. Do not permit any thing to frighten you from permitting them to come to me. I came here on account of our Friendship, and I will not have Two Words, when Jaffer and Sheik Tyeb reach me, and whatever Words I have, you shall receive by them.

With Salaams,

M. HOUSSAIN.

No. 115.

Captain HAINES to the SULTAN OF ADEN.

No. 115.
Captain Haines
to the
Sultan of Aden,
25th Dec., 1838.

25th December 1838.

YOUR Letter of Yesterday was mere Play, and I observe you have no Inclination to apologize to the British Government for the past bad Conduct of your Tribe. In consequence of which, I inform you in Writing that the War you commenced will not terminate between the British and yourself until you make the Apology I require; and further, I will not answer any Letter you may send until I receive your Application for Forgiveness. I have already told you, that the British in a few Days will take the Land, and in that case you will not obtain One Mensurie from Government.

The Treachery and Falsehood of your Tribe has brought the Anger of the British on your Head in your old Age.

S. B. HAINES.

No. 116.

Sultan HAMED BEN ABDULLA, Futelee, to Captain HAINES.

No. 116.
Sultan Hamed ben
Abdulla, Futelee,
to
Captain Haines.

Received 31st December 1838.

I SENT you a Letter with an Account of my Bedouins being assembled, and you did not answer it. The Abdalees write me they are anxious to meet me, but I have not given them a direct Answer. In my Heart I wish that you and I should meet at Saylan before the Ships reach you, and when we meet I have a great deal to say to you that I do not wish any one to hear. If we meet I shall give you News, and put you in the right Path, from which you will gain Profit. When we meet, I shall see if you wish much or little. Let no one come between us. If you have nothing in your Heart, write me Word, and whatever is for my Heart write me.

I write

CORRESPONDENCE RELATING TO ADEN.

75

I write this in Haste, for I wish an immediate Answer. I shall be glad to meet, and then see if you listen to me or them, for they are great Enemies of mine, and all shall be on my Head. I wish for an Answer. I beg of you to give me something to give the Bedouins; who, if you wish it, will fight for you. If you do send any thing, send it by Russool, * I wish the Man to come on Wednesday. If we do not meet, and I do not hear your Language, I cannot direct you. If we meet it will be between us.

Sultan HAMED BEN ABDULLA, Futehelee.

IX.

No. 116.
Sultan Hamed ben
Abdulla, Futehelee,
to
Captain Haines.

No. 117.

Captain HAINES to Sultan HAMED BEN ABDULLA, Futehelee.

31st December 1838.

I RECEIVED your Letter, and return you my best Thanks for your Kindness and Attention, and only regret that Duty prevents my meeting you, for it would afford me Pleasure. But the Steamer will probably be here To-morrow, and the Troops may be hourly expected; I therefore could not leave, particularly as I may be of some Assistance to the Military Commandant when he arrives. We are still at War with the Abdalees, and likely to be so, until he apologizes to the British for the several Insults offered them. I have at all Times given you the News, and you know I am in all my Actions guided by the Orders of Government. When Troops arrive, I have no doubt but the Orders will be to compel the Abdalees to evacuate Aden, agreeably to their Bond; and they certainly deserve sufficient Punishment to prevent their committing similar Acts. We have lately had no Fighting; we only blockade. Implements of War have arrived, but as yet remain in the Ship they came in.

Sultan M. Houssain is in Aden, and since he received Information of the British Troops embarking he is inclined for Peace. But I put no Faith in either Appearances or Promises, having previously received both verbal and written, and all have been broken; and when a Nation or a Tribe repeatedly breaks Faith, they become known, and their Character is held in but little Estimation.

S. B. HAINES.

No. 117.
Captain Haines
to
Sultan Hamed ben
Abdulla, Futehelee,
31st Dec. 1838.

No. 118.

Sultan HAMED BEN ABDULLA, Futehelee, to Captain HAINES.

You must know I sent a Man for an Answer, which was to reach me on the Wednesday, but no Answer has yet arrived. I am now in conference with the Abdalees, and I wish for your News. You and I must meet, and kind Words pass. I send Syed Aloose ben Hydroosse to you, and he will bring me an Answer. In my Heart I wish your Answer, to know if I should come, for I wish to speak with you, and we can then converse on all Subjects. Send me an Answer quick, and if God please, our Friendship will never diminish. Written on the Morning of Wednesday. Syed Aloose will see you, and tell you what I wish.

HAMED BEN ABDULLA, Futehelee.

No. 118.
Sultan Hamed ben
Abdulla, Futehelee,
to
Captain Haines.

No. 119.

Captain HAINES to Sultan HAMED BEN ABDULLA, Futehelee.

2d January 1839.

I RECEIVED your Letter of To-day by Reshid, and inform you that your last Letter to me was answered the same Evening I received it; the Boat conveying it has probably been detained by strong Winds. I have nothing more to say to the Abdalees, or of them. I remain now for further Orders from the Government.

I cannot meet you in the Abdalee Territory until the Troops come; but I feel much obliged to you for your Anxiety to see me on account of old Friendship. When all is settled relative to Aden, I shall be happy to see you, or even now, should you find it convenient to come on board.

With every kind Compliment.

S. B. HAINES.

No. 119.
Captain Haines
to
Sultan Hamed ben
Abdulla, Futehelee,
2d Jan. 1839.

IX.

* No. 120.

No. 120.
Syed Zain
Hydroosse
to
Captain Haines,
8th Jan. 1839.

SYED ZAIN HYDROOSSE to Captain HAINES.

8th January 1839.

WITH Salaams. Written from Aden, where all are well. I now inform you that I held Conversation with you Yesterday, and promised to come on board again this Morning. I could not do so on account of Wind and Rain, and after it subsided there was not Time. I send this Letter by a Servant of mine. I wish Sheik Tyeb and Moolla Jaffer Abool to come to me. I write thus that they may both come, and we may meet, and then I will explain all the Sultan's Wishes, which they can inform you of, and all will be well, if God so wishes it. I send my Servant, that he may bring them to Town, with Salaams. Write me an Answer. Your Letter is by me, and when they come and talk they shall return with it. Your Answer to this Letter I will show to the Sultan.

(Seal of) SYED ZAIN BEN ALOOSE AL HYDROOSSE.

No. 121.

APOLOGY inclosed in the preceding Letter.

7th January 1839.

FROM Sultan M. Houssain Fudthel to Captain Haines, with Salaams, and the usual Compliments from M. Houssain Fudthel to his Friend Captain Haines. God preserve you! Written in Aden. I give you to understand I came from Lahedge to meet you, after Reshid ben Abdulla had told me my Son Hamed and the Bedouins had done wrong, and that the English were very angry. They have done wrong, and I am not willing for this, and never could be, for it is bad, their acting so towards Government or yourself. On this account, I send Syed Zain, Syed Alosee, and Reshid to you, to solicit Pardon on my Account, and on account of my Son and Bedouins. I shall be glad to be Friends with you, and our Hearts to be one. I shall be glad to be Friends with you. I wish it on account of old Friendship—Friendship of a very old Date. With Salaams.

(Seal of) Sultan M. HOUSSAIN BEN FUDTHEL, Abdalee.

No. 122.

Captain HAINES to SYED ZAIN BEN ALOOSE AL HYDROOSSE.

No. 122.
Captain Haines
to
Syed Zain ben
Alosee al
Hydroosse,
8th Jan. 1839.

8th January 1839.

WITH the usual Compliments. When you visited me Yesterday, it was on your Promise, which I respected, that I granted Peace until To-day; that Promise has not been performed, for the Apology is not the one I demand, on which Account I return it. By your Letter I observe the Sultan is not disposed to ask Forgiveness in a proper Manner, on which Account the Truce terminates at Sunset, for it is by War alone that the Respect due to the British can be enforced.

With Compliments,

S. B. HAINES.

No. 123.

Captain HAINES to the Secretary to the Bombay Government.

No. 123
Captain Haines
to the
Secretary to the
Bombay
Government,
10th Jan 1839.

Aden, 10th January 1839.

Sir,
IN Continuation of my Report, I have the Honour to inform you, for the Information of Government, that up to the last Hour of the Steamer's Departure the Sultan appears determined not to deliver up Aden, agreeably to his written Promise; he is willing to make a trifling Apology, but not one I could accept after his shameful Behaviour.

The Sight of Troops will bring him to his Senses.

I have, &c.

S. B. HAINES.

No. 124.

The SECRETARY with GOVERNOR GENERAL to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

Camp at Ghoranub, 21st January 1839.

I AM directed to acknowledge the Receipt of your Letter of the 3d ultimo, and to state in reply, that upon a very careful Perusal of all the Papers which regard the Question, the Governor General is satisfied that the Course pursued by the Government of Bombay, in adopting Measures to enforce our just Rights at Aden, is warranted and proper.

The Sultan of Aden had acceded to the Demands of Reparation for the Plunder of the Ship Doria Dowlut, and had agreed to the Cession of the Port of Aden, for a Sum stated, and the last Signature of the Treaty, and Confirmation of his Promise, was only delayed by accidental Circumstances.

The Demand for the Fulfilment of this Agreement has been met by Language and by Conduct the most violent and the most insulting, The Sultan's Son says, "I am above you, and above my Father: if you come to the Gate, I will permit you to enter, and there be upon your Head; this is the Law of the Bedouins." Threats were uttered that Throats should be cut in the Tents, and the Ships taken by Boats. The promised Satisfaction for the Plunder of the Doria Dowlut is refused, and Supplies and Water are denied; and under these Circumstances, whilst his Lordship yet hopes that no Measures of Violence will be necessary, he cannot but approve the Collection and Despatch of the Force in question, which has been in any Event required to procure Reparation for the Injuries to which we have been subjected.

I have, &c.

H. TORRENS.

IX.

No. 124.
The Secretary
with
Governor General
to the
Secretary to the
Bombay
Government,
21st Jan, 1839.

No. 125.

The BOMBAY GOVERNMENT to the SECRET COMMITTEE.

Sirs,

Bombay Castle, 20th February 1839.

WITH reference to the Promise contained in the concluding Paragraph of our Political Secretary's Letter to Mr. Melvill, dated the 19th ultimo, to the Effect that we should hereafter do ourselves the Honour of communicating our Sentiments on the Three Despatches from Captain Haines, therewith forwarded, dated the 6th, 9th, and 10th of the same Month, (which had been received by the Berenice Steamer, as the Hugh Lindsay was on the Point of leaving Bombay with the Over-land Mails); we beg to state that no Measures appeared to us called for on those Despatches, farther than to approve of Captain Haines's Proceedings at Aden, as therein reported; to forward a Copy of the same for the Information of the Governor General of India; and to request the Opinion of the Superintendent of the Indian Navy on the Subject of the Recommendation made by Captain Haines, in the Seventh Paragraph of his Despatch dated the 16th of January, relative to the Employment at Aden of the Boat captured from the Sultan of that Place. The Opinion of the Superintendent having been favourable to the Plan recommended by Captain Haines, that Officer has been authorized to carry the same into effect.

On this Occasion we feel considerable Gratification in forwarding to your Committee a Copy of a Letter from the Secretary with the Governor General of India, dated the 21st ultimo, in which it is stated, with reference to our Proceedings reported to your Committee in our Despatch dated the 4th December last, "that, upon a very careful Perusal of all the Papers which regard the Question, the Governor General is satisfied that the Course pursued by the Government of Bombay, in adopting Measures to enforce our just Rights at Aden, is warranted and proper."

We have, &c.

JAMES FARISH,
G. W. ANDERSON,
J. A. DUNLOP.

No. 125.
The Bombay
Government
to the
Secret Committee,
20th Feb. 1839.

IX.

No. 126.

No. 126.
Captain HAINES
to the
Secretary to the
Bombay
Government,
15th Jan. 1839.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir, Aden, 15th January 1839.
I HAVE the HONOUR to inform you, for the Information of Government, that during the many Skirmishes which have taken place between the Boats of the Company's Sloop of War Cooto and the Shore, the Crew of that Vessel, assisted by Lieutenant Evans, of the Bombay European Regiment, Lieutenant Western, of the Bombay Engineers, and the Detachment of the former Officer's Regiment, have behaved with great Gallantry in every Instance. It is wonderful that only Two Men of the Cooto were wounded.

In the last Skirmish of the 11th of January, under the Command of Lieutenant Johnston, they were assisted by the Mahé Schooner, and the Mortar-boat Choki. The Action lasted for Three or Four Hours, doing the Enemy considerable Damage, by destroying about 12 Feet of their Battery without Injury to themselves.

I have, &c.

S. B. HAINES.

No. 127.

No. 127.
Captain HAINES
to the
Secretary to the
Bombay
Government,
24th Jan. 1839.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir, Aden, 24th January 1839.
I HAVE the HONOUR to inform you, for the Information of the Governor in Council, that from the Period of my last Communication by the Berenice, with the Arrival of the Troops, no Correspondence took place between the Sultan and myself. He had made up his Mind to follow the Advice and Wishes of his Son and Chieftains in defending the Place against the British, and, during the Interval, he had strengthened the Fortifications as much as his Means enabled him; he also endeavoured to buy over other Bedouins to assist him.

The Information I received, after the Troops arrived, proved correct, for when the Town was stormed we found One of the Guns mounted, with Three Embasures built round it, and there were new Trucks made, but not bound with Iron, ready for the other. They had filled up Sand Bags inside the low Battery on Seerah, and built a Battery on its Summit. They also prepared Provisions and Water, with plenty of Ammunition, for a stout Resistance.

I cannot but regret being obliged to use Force, knowing how particularly anxious the Governor in Council was in the Hope that there would be no Necessity for it; which Hope I was sanguine in myself until the last Minute. Still I conscientiously felt, that I endeavoured all in my Power, by kind and conciliatory Reasoning, to bring the Affair to a peaceable Conclusion; and that it would have been imprudent to have longer delayed acting, when the Means were in my Power, and the Troops had not many Days Water remaining; besides which, every Day's Delay tended to increase their numerical Strength; and that their Minds were made up to never make a peaceable Transfer there can be no Doubt, by the Preparation they made, the last few Days prior to its Capture.

I have, &c.

S. B. HAINES.

No. 128.

No. 128.
Captain HAINES
to the
Secretary to the
Bombay
Government,
25th Jan 1839.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir, Aden, 25th January 1839.
I HAVE the Honour to inform you, for the Information of the Governor in Council, that the Force for the Occupation of Aden arrived on the 16th of January; when I immediately despatched a Letter into the Town, addressed to all the Chieftains. The Answer was frivolous and unsatisfactory; and with it I received

received a secret Message from Reshid Abdulla, saying, they only wanted Time to obtain Bedouins, and they were preparing the great Guns for Service.

In consequence of the above Information, I considered it advisable to lose no Time in capturing it, more particularly as we had but few Days Water for the Troops, and I therefore wrote a Letter to Captain Smith, and a Letter to Major Baillie, to which I received Answers.

In offering an Opinion on the Plan of Attack, I gave to Captain Smith a rough Sketch, laying the Coote close to the Battery, with the Troops to storm in Two Divisions (when the Fortifications were destroyed). This Idea was followed in the Attack, with the only Exception of Captain Smith wishing to place his own Ship where I placed the Coote, and the latter in Hokat Bay. Captain Smith accepted my Services in taking his Ship in, and I feel proud to say that he was pleased with the Position I gave her.

Every Thing being prepared, with the Troops in the Boats under Cover of the Ships, and the Reserve on board the Company's Sloop of War Coote, the Volage stood in, and took up a Position at 9h. 30m. A. M., within 300 Yards of their strongest Battery; the Cruiser Ten Minutes after took up hers, as did the Schooner Mahé in Hokat Bay. The Fire of the Three Vessels was tremendous and destructive. The Battery and Tower were soon brought down; but still the Defenders of Seerah lay under Cover of the Point, ready to fire on the Troops as they pushed off. The Mahé Schooner weighed, and took up another Position, flanking the Bedouins at 50 Yards Distance, when the Fire on her was very heavy, but her Return soon drove them out, and they retreated, and fired from every Cover they could find, until, from the cross Fire of the Volage, Cruiser, Coote, Mahé, and Bomb Vessel, they were afraid to show themselves.

At 11h. 45m. the Troops left in Two Divisions, each Party landing nearly at the same Interval, and met but little Opposition; the Sultan, his Sons, and the greater Part of the Bedouins having retreated out of the Town on the Boats pushing off for the Shore.

About Ten Minutes after the Landing, the British Flag was hoisted on the Sultan's Palace; and about 12h. 30m. the Boat of the Mahé Schooner, and one from the Volage, took Possession of Seerah, and hoisted the Union, taking 139 Prisoners on it, who were marched into the Town.

I could not but admire the splendid Fire from the Shipping and Mortar Vessel; and the Behaviour of the little Mahé drew forth the Admiration of every Person; and it is only wonderful how the Prisoners lay so close under the Rocks, or that any of them escaped.

Nothing could have been more regular than the Landing; the Men were steady to a Degree; they behaved with Courage, and stormed the Place gallantly. But what is still more to be admired, and a greater Proof of their Discipline, is, that, after landing, neither Male, Female, or Property was molested.

The Loss on the Side of the British, as will be seen by Major Baillie's Letter, which I have the Honour to forward, was very trivial, until the unfortunate Insurrection of the Prisoners from Seerah. The whole Loss in killed and wounded, including Navy and Army, is 15, Eight of which occurred after the Place was in our Possession.

The Loss of the Enemy has been very severe; 139 are now said to be missing, besides many wounded inland; and we have 25 Men too severely wounded to return inland; among them, One Chieftain, Sheik Raggeeb Hazzabee, and Alee Salaam, a Nephew of the Sultan.

I have supplied the unfortunate Sufferers with Food, and every Thing to make them as comfortable as Circumstances will admit of; and they receive kind Medical Attention from Dr. Malcolmson, of the 24th Regiment. I have also given a few Dollars for the Support of their Families.

My best Thanks are due to Captain Smith, the senior Naval Officer, for most willingly attending to every Suggestion, and particularly in preventing his Men from plundering and insulting the People.

My best Thanks are also due to Major Baillie, for his kind Attention to my Requests, both at the Period of Storm and afterwards. The Inhabitants were driven for Safety to the Musjeed El Hydroosse, where a strong Guard was placed by Major Baillie for their Security.

On the Day after the Storm, the Inhabitants, afraid to return to their Houses, would not do so until I reasoned with them, and informed them I was about taking up my Quarters in the Town.

IX.

No. 128.
Captain Haines
to the
Secretary to the
Bombay
Government,
25th Jan. 1839.

It would appear like Presumption in me to point out peculiar Instances of Merit. I therefore leave it to the senior Naval and Military Officers to do it, and merely state that it is my firm Conviction that British Soldiers and Sailors could not have behaved better.

I have, &c.

S. B. HAINES.

No. 129.

No. 129.
Captain Haines
to
Sultan M. Houssain
Fudthel, and all
the Chieftains
of the
Abdalee Tribe,
16th Jan. 1839.

Captain HAINES to Sultan M. HOUSSAIN FUDTHEL, and all the Chieftains of the Abdalee Tribe.

Aden Bay, 16th January 1839.

WITH Compliments. I inform you a powerful British Force has arrived for the Occupation of Aden; and to convince you of the kind Consideration of the Bombay Government, you are allowed until Sunset for the peaceable Transfer of the Town and Land, as previously agreed upon between us. Let me assure you Opposition will be useless, and will only cause Loss of Life and Injury to your House and Tribe.

By your repeated Insults, and Declaration of War against the English, you have annulled all previous Promises made on their Part; and I assure you as a Friend, that if you do not now act wisely, when so favourable an Offer is made, you will entail Ruin on your Tribe.

If you apologize, and send Three Chieftains as Hostages to secure the Fulfilment of the peaceable Transfer of Aden, yourself, Chieftains, and Followers will be permitted to quit, with Arms, Accoutrements, and private Baggage, and the Towns-people and Property will be respected; but if you in the last Hour will not listen to kind Advice, whatever Injury befalls your Tribe will be your own Fault.

S. B. HAINES.

No. 130.

No. 130
Sultan M. Houssain,
on the Part of all,
to
Captain Haines,
16th Jan. 1839.

Sultan M. HOUSSAIN, on the Part of all, to Captain HAINES.

16th January 1839.

FROM Bunder Aden. You will know I wish Two Men to come to you at Six o'Clock; but I wish for Six Days, so as to assemble all my Chiefs and Syeds, and then if we all agree I will give you an Answer, and then send Reshid and Syed Zain to you to settle. If you are willing to grant Six Days, let me know, and every Thing will be well.

Sultan M. HOUSSAIN FUDTHEL.

No. 131.

No. 131.
Major Baillie
to
Captain Haines,
22d Jan. 1839.

Major BAILLIE to Captain HAINES.

Aden, 22d January 1839.

Sir,
I HAVE the Pleasure to state, for the Information of the Governor in Council of Bombay, that the combined Force under Captain Smith, R. N., and myself, have succeeded in capturing the fortified Island, Town, and Pass of Aden, with, I am happy to say, a comparatively small Loss of Life. This fortunate Result would have been still more satisfactory had it not been for an Affray which took place in attempting to disarm 139 Arab Prisoners, sent by Lieutenant Dobree, of Her Majesty's Frigate Volage, who effected their Escape, after having killed Three, and wounded Five Men, with their Creases, with a Loss on their Part of Five killed, and Seven mortally wounded, having only succeeded in previously depriving them of their Matchlocks.

The Town is now in such a State of Quiet, the Inhabitants returning daily to their Houses, that I think you may take up your Abode in the Town, or, any other Place you may choose to fix on.

The

CORRESPONDENCE RELATING TO ADEN. 81

The Officer on Picquet at the Pass on the Northern Side leading to the Interior has Orders to permit all unarmed People to pass out; but I have given Orders that no one shall be admitted, except People with Supplies, without an express Order from myself.

I should be most happy to afford you every Assistance in my Power connected with my Military Duties here.

The Pier Zodeh at the Tomb of the Patron Saint of the Mahomedans of Aden had taken Charge of the Inhabitants, Male and Female, and on my Advance immediately sent a Flag of Truce, which was respected, and their Privacy not intruded on in any way. He has sent me a few Matchlocks but no Creases, and has pledged himself that there are no more Arms left amongst the few Arabs belonging to Aden at present in the Town.

I have not met with any of the Chiefs mentioned by you in your Letter of the 17th instant. Should you obtain any Intelligence of the Proceedings in the Interior I shall feel much obliged for any Communication; and any Assistance you can afford the Commissariat in provisioning the Troops will be of the greatest public Service, as it will enable the Officer in Charge to husband his Bombay Stock.

I have, &c.

J. BAILIE.

IX,

No. 131.

Major Baile
to
Captain Haines,
22d Jan. 1839

No. 132.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

(No Date.)

I HAVE the Honour to inform you that Sheik Raggeeb Hazzabee died this Morning, of the Wounds received on the Day of the Storm; his last Wish was for his Matchlock to be presented to his Son, when Peace and Friendship was made. While suffering from Pain, and carefully attended by Doctor Malcolmson of the 24th Regiment, I supplied him with every Comfort obtainable at Government Expense; appointed Servants to attend him, and placed him under the Care of Syed Aloose, a Relation by Marriage. I wrote inland to his Relations, begging them to come and stay with him, out of Regard for him and Friendship for myself. My Wish was attended to, and his Nephew and Son came in. Mortification, however, soon carried him off, leaving Eight Sons and Six Daughters to deplore his Loss. Every Honour was paid to his Remains; and the poor young Chieftain left me, depressed in Spirit, but pleased. I presented the Family with the Sum of 200 Dollars, and told the Son that his Father's dying Wish should not be forgotten. I hope the Governor in Council will approve of my evincing Generosity. The Chieftain was a brave Man, and the most influential Person of his Tribe, which are our near Neighbours. Such Conduct has created a favourable Feeling in our Favour among his Followers, and they commenced sending in Camels to carry up our Baggage, Stores, and also Supplies.

I take the liberty of mentioning, that a small annual Sum given in Charity to his Family would tend materially to disseminate kind Feelings of Friendship towards the English, and secure the Chieftains of the Tribe in our Interest.

I have also provisioned the Sultan's Nephew, and 25 wounded Bedouins, and sent 20 Dollars to the former's Children.

I have, &c.

S. B. HAINES.

No. 132
Captain Haines
to
Secretary to the
Bombay
Government.

No. 133.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Sir,

Aden, 28th January 1839.

I HAVE the Honour to inform you, for the Information of the Governor in Council, that my first Endeavour, after obtaining Possession of Aden, was to encourage the Inhabitants in their usual Occupations, and in giving them Confidence. In this I have been quite successful. I also immediately wrote Sultan M. Houssni and Hamed a Letter, and to the Chieftains of the Hazzabee and Sullamee

(96.)

X

No. 133.
Captain Haines
to
Secretary to the
Bombay
Government,
28th Jan. 1839.

IX.
 No. 133.
 Captain Haines
 to
 Secretary to the
 Bombay
 Government,
 28th Jan. 1838.

Sullamee Subdivisions, Haggabee and Houshabee Tribes and others, offering to give their wounded Medical Assistance, and to permit them to have free and friendly Intercourse with the Town.

This had the desired Effect. The Chieftains all expressed a Wish to be on Terms of Peace and Friendship; and to show they were sincere, sent in Supplies and Camels to assist in landing Government Stores.

I also wrote Letters to the different Ports on the Coast, informing the Governors that Aden was free for Trade, being now a British Port.

On the 26th, I received a Letter from Sultan M. Houssain, brought by M. Houssain Shah Mootee, whom the Sultan sent to solicit Peace, and to beg we would not march into the Interior. He further informed me, that if the English were not satisfied with the Punishment they had, by God's Assistance, inflicted on him, he would deliver himself up as a Prisoner; but if, on the contrary, the Government were inclined to forgive him, he would like to send M. Houssain Shah Mootee, Syed M. Houssain's Son-in-Law, and Hassan Cutief, his Vizier, as accredited Agents to me, to conclude a Treaty of Peace, Friendship, and Commerce, between the British and himself.

In reply, I stated, that the Bombay Government, in their last Despatch to me, regretted, even the Probability of my being obliged to use Force to compel the Performance of the Transfer, and that I was directed to exert myself to prevent such an Occurrence, and to use every mild Measure prior to resorting to it, which the Sultan acknowledged had been done; and that I was convinced when my Report of the Capture of Aden by Bombardment and Storm reached the Governor in Council that the Event, though redeeming the British Character in the Eyes of the Natives of the Coast, would still be deplored by them, as their Wishes were that Blood should not have been spilt, but for a peaceable and friendly Transfer to have been made.

I also told him that I should be very happy to see the Agents of the Sultan, or the Sultan in Person, and that it was not the Intention of Government to possess one Inch of Ground beyond the Line previously laid down and agreed upon between the Sultan and myself; and that all I now wished, was to create Feelings of Friendship, instead of Enmity, and to open a free and friendly Intercourse between the British Government and other States; but if we were interfered with it was natural to conclude we should resent it.

The Agents returned to Lahedge on the 27th.

I have, &c.

S. B. HAINES.

No. 134.

M. HOUSSAIN SHAH MOOTEE to Captain HAINES.

No. 134.
 M. Houssain Shah
 Mootee
 to
 Captain Haines.

With Salaams: from Lahedge. I have heard the News, and now inform you, I am a Merchant of Hadhar-el-mout; every Country knows me; every one knows now that Aden belongs to the English. I have Merchandize: I wish to send it to Aden for Maculla and Shaha: on this I inform you, and wish for an Answer, and wait for it. I wish to come, but I have no News. If I send it, it will be in Charge of Mussand. I know the English never oppress, but treat all with Peace. I wait to know your Answer. When it comes, I will inform all the Merchants of it, if you wish to arrange Matters with the Merchants.

HOUSSAIN SHAH MOOTEE.

No 135.

Sultan M. HOUSSAIN to Captain HAINES.

No. 135.
 Sultan M. Houssain
 to
 Captain Haines,
 21st Jan. 1839.

Your Letter reached me, and it was good, and God's Will. I send a Letter in this to you, and also sent one before. What was in my Heart I wrote to you. Between us, we are Friends; we have eaten together, and there is no Fear; and the English are not treacherous, and nothing bad shall come between us. If it

21st January 1839.

pleases

CORRESPONDENCE RELATING TO ADEN. 89

pleases God, the English and ourselves will ever be One, and there is nothing bad. It was so when we met last Year; but the Bedouins have too much Talk, and it is not us. With you there is only One Word, and I do not wish any thing bad. I had no faithful Adviser to show me the right Path, and I am greatly oppressed in Spirits, and I tell you now, your Advice will guide me, for I regard you much. In the first place, I want to be under the English Flag, and a Servant of the Government; I will inform all the Bedouins that between us there are Words; it was my Son's Fault. I will not say he has not Sense. When he wrote to you in Aden, I heard it from the Bedouins that Hamed had done it. I wished to meet you, but the Bedouins ruined me. I wrote to you, but you thought me treacherous. I should not be pleased that the Bedouins should injure you. I wrote for Tyeb and Jaffer to meet and talk to them, and they could inform you. It was God's Will. But To-day I am under the English Government. The Bedouins will not now listen to me; but I will hold Council with them. But when we meet all will be settled.

(Seal of Sultan M. Houssain.)

IX.

No. 135.
Sultan M. Houssain
to
Captain Haines,
21st Jan. 1839.

No. 136.

HYDRA BIN MAIDEE BIN ALEE HAZZABEE to Captain HAINES.

22d January 1839.

FROM Bier Hamed. Your Letter reached me, and you will understand I sincerely thank you. I told Sultan M. Houssain you wished him well, but he would not hear. It is customary for Principals to treat with Kindness. You wrote to me to say that Aden had fallen, and that if I wished to be Friends I should write to Government. I much wish for Friendship. We are old Friends. My Words and Feelings are known to Reshid and Hydroosse, and to others. I only look to my Country, and do not interfere with others. But that Dog forced me to send a few Men, who did not fight. I sent Ten, but they are not hurt; they were at a Distance. If any Men were hurt, I certainly would send them for Medicin. We are One, and I should like to erect and confirm Friendship, and to obtain a Letter to say I shall be free, and that others should not molest me. Afterwards, if I do wrong, you may do as you like. Keep Kindness in your Heart. God bless you.

HYDRA BIN MAIDEE.

No. 136.
Hydra bin Maidee
bin Alee Hazzabee
to
Captain Haines,
22d Jan. 1839.

No. 137.

SHEIK MAIDEE BIN ALEE HOUSSAIN TOBAREE to Captain HAINES.

23d January 1839.

WITH Salaams, &c. Your Letter reached me, my Friend. What has passed between M. Houssain and yourselves has been God's Wish, but the Poor have been injured. You wrote to me, and I give an Answer. We are poor. Our Country is woody, and we sell it. I wish the Communication open, and if I act well I know you will treat me kindly. I now give you the Information. My People with M. Houssain have been seriously eaten up, and there are many wounded. I was not with them. I am your Servant, and will do whatever you require.

SHEIK MAIDEE.

No. 137.
Sheik Maidee bin
Alee Houssain
Tobaree
to
Captain Haines,
23d Jan. 1839.

No. 138.

Captain HAINES to Sultan M. HOUSSAIN and his Son, Sultan HAMED.

23d January 1839

YOUR Letter reached me safe, and afforded me much Gratification; I will, by the first Steamer, forward it to Bombay, and I feel assured the Bombay Government will act generously towards yourself and Family. I will also clearly state Facts to the Government, so that they can judge. Peace is between us, and all Respect shall be paid to any one of your Tribe coming into Aden; and I offer you free

(96.)

No. 138.
Captain Haines
to
Sultan M. Houssain
and his Son,
Sultan Hamed,
23d Jan. 1839.

IX.

No. 138.
 Captain HAINES
 to
 Sultan M. HOUSSAIN
 and his Son,
 Sultan HAMED,
 23d Jan. 1839.

Interchange for the People of Lahedge to export their Goods, or to sell the Produce of your Land. I only wish in my Heart both your Son and yourself had followed my Advice; no Delay would have taken place, and all our Affairs would have been arranged on most advantageous Terms to your House. I even now feel assured, that, if you act up to the Letter you have sent me, Government will settle every thing to your Satisfaction. Consider me as the Friend of your House, and I will offer you the Advice of a Brother. You know I have never deceived, nor will I ever. Let us forget the past, and open a smooth and lasting Path before us. With kind Compliments to your Sons and self,

Believe me your Friend,
 S. B. HAINES.

No. 139.

No. 139.
 Captain HAINES
 to
 Abdulla Hazzabee,
 Hamed Hazzabee,
 Fudthel Hazzaab,
 Hussan bin Nansar
 Hazzaab,
 23d Jan. 1839.

Captain HAINES to ABDULLA HAZZABEE, HAMED HAZZABEE, FUDTHEL HAZZAAB, HUZSAN BIN NANSAR HAZZAAB.

23d January 1839.

I RECEIVED your Letter and feel happy to find you acted contrary to your own Wishes in not peaceably restoring Aden, after a written Transfer had been made; and you must be aware it was quite contrary to the Inclination of the British to wish for a Moment to use Force; but we were compelled to do so, owing to the repeated Insults. The Consequence is that many fine brave Men of your Tribe have fallen or have been injured; among the latter is Sheik Raggeeb Hazzabee, a brave Man. Do not fear but that he shall be well taken care of, and every Attention paid to his Sufferings and Wants. I have placed him in charge of Syed Zan; and Moolla Jaffer shall see him daily, and that his Wants and Wishes are complied with; when well (which, please God, he will be shortly) he will return to his native Soil, and, until then, any of his Relatives or Friends can see him, or remain with him as Men of Peace.

We are now Friends, and between brave Men who have fought fairly there is no Enmity or secret Animosity; those who have fallen it has been God's Will, and the Chance of War. We are now Friends, and when Things are properly arranged, you will see how advantageous our Friendship is.

I wish you all well, and I send my kind Compliments to all, and shall be happy to see you at any Time.

S. B. HAINES.

No. 140.

No. 140.
 Captain HAINES
 to
 Syed M. HOUSSAIN
 bin SYED WEST bin
 HAMED bin ALEE
 Suffram,
 23d Jan. 1839.

Captain HAINES to SYED M. HOUSSAIN BIN SYED WEST BIN HAMED BIN ALEE SUFFRAM.

23d January 1839.

WITH Compliments. I have not had Time to write to you, but shall feel happy, when Things are settled, to convince you that you never had Occasion to fear me, and to this Day I regret that you did not meet me on board, for it would have saved the Lives of many poor Men, and have probably brought every thing to a favourable Conclusion. At present all is past, and we are now Friends, and when our Affairs are arranged we shall, I hope, have a personal Interview. Until then, you may assure all, that whoever wishes to come to Aden, either to visit, sell, or purchase, there is no Fear, for the Gates are open to all peaceable Men; and where our Flag flies there is no Fear or Apprehension. I feel happy to hear you are well.

S. B. HAINES.

No. 141.

No. 141.
 Captain HAINES
 to Sheik Maidee
 bin Alee,
 23d Jan. 1839.

Captain HAINES to SHEIK MAIDEE BIN ALEE.

23d January 1839.

I RECEIVED your Letter, and offer you my best Thanks. We know each other well, and have been Friends. What Difference has occurred has been the Fortune of War,

War. When the Interest of Two Powers is the same it is impolitic, to be at variance, and I assure you in my Heart I have no Malice for the Balls that have whizzed by me in fair Fight. Aden was ours by Treaty, which by Treachery was broken through. We were insulted, and obliged for our own Respect to use Force. It fell to our superior Strength, and we have Possession. The Flag of England is flying on its Walls, which affords Protection to all Merchants, and peaceably disposed Men.

Sheik Maidee and his Tribe are now our Friends. I shall therefore be happy to see them introduce the Produce of their Soil into Aden, and a fair and favourable Barter exchanged. Send your Camels laden, and the Guide shall have Security, and Money will be paid; and when Things are settled, which will be the Case very shortly, we will meet as old Friends.

S. B. HAINES.

IX.

No. 141.
Captain Haines
to Sheik Maidee
bin Alee,
23d Jan. 1839.

No. 142.

Captain HAINES to HYDRA BIN MAIDEE.

I PERFECTLY understand you were not opposed to the British, and that the few Followers that were in Aden on the Day we attacked it, were forced there. Aden is open for the Produce of your Land, and the Enterprise of your Merchants, and I shall feel happy to see Supplies enter daily. Your Letter of Friendship and your Wish shall be forwarded to Bombay in a few Days. We now understand each other, and are Friends.

S. B. HAINES.

No. 142.
Captain Haines
to Hydra bin Maidee,
23d Jan. 1839.

No. 143.

Captain HAINES to M. HOUSSAIN SHAH MOOTEE.

MANY Thanks for your Letter. The English are in Aden, but will molest no one. You, as the principal Merchant in the Interior, must know that under no Flag is there so much Protection or Encouragement given to Trade as under the English. Your Goods can pass through the Gate of Aden, and from thence be exported wherever you wish. I shall be delighted to see you at any Time you wish to pay me a Visit, for, though personally unknown to you, I regard you as a Friend, for you acted both wisely and kindly. Come then as soon as you like, and you shall receive from me every Respect.

S. B. HAINES

No. 143.
Captain Haines
to
M. Houssain Shah
Mootee,
23d Jan. 1839.

No. 144.

Captain HAINES to Sultan MOMEH BIN SALLAR HOUSHIBEE.

With the usual Compliments. You must know that we have been necessitated to capture Aden, and to retain it; and I give you this Information, so that you may assure your Tribe that the Ports of Aden are open to them, and that I hope free Intercourse will take place. I have always heard you are a just and good Man, and I have no Doubt but that the English and yourselves will be great Friends, which is our Wish. Accept my Friendship and good Wishes:

S. B. HAINES.

No. 144.
Captain Haines
to
Sultan Momeh bin
Sallar Houshibee,
23d Jan. 1839.

IX.

No. 145.
Sultan M. Houssain to Captain Haines,
26th Jan. 1839.

No. 145.

Sultan M. HOUSSAIN to Captain HAINES.

26th January 1839.

YOUR Letter reached me on Friday. I observed and understood all you wrote. It is not my Pleasure now to write, for I should wish you to understand if what you have heard is Truth; I will now only tell you Truth. The Adenites and Bedouins talk much and incorrectly, and exaggerate; you have plenty of Bedouins come to you; I received News from Aden. Ask the Syeds for Truth. I know News has reached you that we are collecting Bedouins and intend Treachery: between me and your Government there is Friendship, and between us also; we now feel for each other. Between us the Year before we had good and friendly Conversation. Pray do not hear what Reports People bring you, nor will I. When we held Conversation Reshid was present, and we both imagined he was not true; but he has proved himself sincere and faithful to both. Whatever Reshid now says I know to be Truth. Please to send me an Answer to quiet my Feelings; I have now nothing to do with any one: the Bedouins act for themselves. Keep in your Heart I have no unkind Feelings towards you. Whatever you wish I will do. What I wish can be done by Syed Hydroosse and Reshid: they know all I wish for.

With Salaams,
Sultan M. HOUSSAIN.

No. 146.

No. 146.
Captain Haines to the Secretary to the Bombay Government,
5th Feb. 1839.

Captain HAINES to the SECRETARY to the BOMBAY GOVERNMENT.

Aden, 5th February 1839.

Sir,
I HAVE the Honour to inform you, that Sheik Mahomed Hazzabee came into Aden on the 29th ultimo, for the Purpose of making Peace between his Tribe and the British.

I received him with Respect, and entertained him at the Government Expense; and on the 31st returned his Visit, and entered into friendly Arrangements, each Party receiving for the present Assurances of Friendship and Peace.

On the 31st January I received an Answer from Sultan M. Houssain, and also a Visit from his Son-in-law, Syed M. Houssain, and Vizier Hassan Cutief. They were received with Honour, and I have entertained them at the Government Expense while concluding a Treaty of Peace.

I have also received Three Syeds from the Districts of Vatech, for the Purpose of forming friendly Arrangements, which I have deemed it advisable to do.

On the 2d instant I concluded a Treaty of Friendship and Peace with the Sultan, through his accredited Agent and Son-in-law, Syed M. Houssain, and have also since, at the Sultan's own Request, agreed to another short Treaty for the present.

I trust my quietly and peaceably composing the Feelings of the native Chieftains will be approved of, and all that I have done will meet with the Approbation of Government.

I enclose Copies of the Treaties entered into, and the last Letter of Sultan M. Houssain to myself.

I have, &c.
S. B. HAINES.

No. 147.

Sultan M. HOUSSAIN to Captain HAINES.

No. 147.
Sultan M. Houssain to Captain Haines,
31st Jan. 1839.

31st January 1839.

WITH Compliments. God preserve you my Friend. Your Letter reached me, and Syed M. Houssain and Hassan Abdulla Cutief will meet you in Aden. Whatever you wish to do with them in my Behalf, do. You wrote to me not to play; I will

I will not; and you tell Truth, but there are plenty who tell Falsehoods. To-day they get nothing from me, and therefore tell you; you are a sensible Man, and will distinguish Truth from Falsehood, and will soon know who tells Falsehoods. If it pleases God you shall never know but Truth from me. I now will wait in my Country and trust to you to do what you can for me; also on account of our old Friendship. I trust in God and the Kindness of your Government and self. I am now very awkwardly placed; the Bedouins accuse me of lying, and in your Opinion it is the same. I have no other Complaints. I trust in God and your Government. If any one here has bad Feelings, God knows it, and you will find it out, and a bad Heart God is not pleased with.

(Seal of) Sultan M. Houssain.

IX.

No. 147.
Sultan M. Houssain to Captain Haines.
31st Jan. 1839.

No. 148.

Captain HAINES to Sultan M. HOUSSAIN.

(Extract.)

3d February 1839.

WITH kind Compliments, Your Letter by Syed M. Houssain West reached me. You wrote that the Hazzabees were plundering. It is true; but since I have entered into a Treaty of Peace there has been nothing of the kind. You wrote saying that you threw yourself on the Kindness of Government, and will agree with whatever Government wishes. My Words on the Part of the Government are one, and they are of Friendship for you now. Do not be oppressed at Heart; forget what has passed. I inform you that I have written to the Bombay Government on your Account, and they will, I feel assured, act generously towards you. In a few Days I hope to send you an Answer from them that will please you; you will then know that my Heart bears no Malice. You are Sultan of Lahedge, and will not be molested; command your own Subjects as you did before; be kind to the Poor and do not oppress them. Between the Sultans inland and Government there will be Friendship. I have written to Government that Syed M. Houssain may keep the Roads clear as before; for we wish for free Intercourse and Friendship, not Oppression. We are now Friends and are one.

You say my Words are true, and from this let me advise you never to have Two Words, but keep Peace and Friendship in your Heart, and protect your People.

I will send you an Answer when I again hear from Bombay.

S. B. HAINES.

No. 148.
Captain Haines to Sultan M. Houssain,
3d Feb. 1839.

No. 149.

TREATY between the ENGLISH and the HAZZABEE Tribe.

31st January 1839.

This Agreement is between the Hazzabees for Peace on the Part of Sheik Abdulla Hazzaab, Sheik Hamed bin Abdulla Hazzaab, Sheik Mahomed bin Abdulla Hazzaab, Muker Hazzabee, and Commander Haines, the English Agent, on the Part of the Government.

We are now Friends and promise Peace and Friendship, great and lasting Friendship, and that our Hearts and Wishes are one.

Further, that there shall be Peace and Friendship with Aden, and that if any of our Subjects or the Subjects of Britain pass into each other's Territory, neither Party shall be insulted or injured. We are one. If the Subjects of either do wrong, they are to be given over for Punishment by their own Laws.

No. 149.
Treaty between the English and the Hazzabee Tribe,
31st Jan 1839.

No. 150.

TREATY between the ENGLISH and MOHAMED JAFFER BIN SYED HYDROOSSE, Chief of WAHERT, and all under him.

2d February 1839.

We agree to lasting Peace and Friendship. Aden is open for our free Intercourse and Friendship, and so is our Country to each other; and both Parties agree there shall be no Oppression or Insult.

(96.)

No. 150.
Treaty between the English, and Mohamed Jaffer bin Syed Hydroosse, Chief of Wahert,
2d Feb. 1839.

IX.

No. 151.
Treaty between
the English and
the Abdalees,
2d Feb. 1839.

No. 151.

TREATY between the ENGLISH and the ABDALÉES, signed by Sultan MAHOMED HOUSSAIN's accredited Agent and Son-in-Law.

2d February 1839
FROM this Day and the Future Syed Mahomed Houssain bin West bin Hamed Suffian gives this Promise to Commander Haines, Gentleman, on his own Head, in the Presence of God, that there shall be Friendship, lasting Friendship, and Peace, and every thing good between the English and Abdalees. I promise no Wrong or Insult shall be done, but it shall be Peace; and the British Government agree to the same. Sultan Mahomed Houssain and all interior Sultans agree to this, and I am responsible. All those even on the Roads to the Interior shall be kept from molesting any one, by me, as they were when Sultan M. Houssain possessed Aden. This is agreed upon between me and Commander Haines, on the Part of Government; and I promise to do even more than I have hitherto done, please God. I require Respect from Commander Haines in return, and more than before, if possible.

No. 152

No. 152.
Treaty between
the English and
Sultan Mahomed
Houssain,
4th Feb. 1839.

TREATY between the ENGLISH and the Sultan MAHOMED HOUSSAIN and his Children, through his accredited Agent.

4th February 1839.
THIS Treaty is formed between Syed Mahomed Houssain and Hassan Cutief, on account of the Sultan of Lahedge, and Commander Haines, the Agent of the Government.

On the Word and Promise of Sultan Mahomed Houssain, I promise that no Insult or Molestation shall take place on the Road, or between the English and my People, and that all shall be Peace and Quietness; and I agree, that between my People and your People there shall be no Difference or Oppression, and that the English agree that all shall be Peace, and that all Merchants shall be free to trade without Oppression.

APPENDIX.

No. 153.

No. 153.
Remarks on Aden,
by Captain Haines,
1838

Brief REMARKS ON ADEN OR ADDEN, written by Captain HAINES, in 1838.

(Extract.)

CAPE ADEN is a high rocky Promontory, the highest Peak of which is 1,776 Feet above the Sea. This mountainous Cape, when viewed at a Distance, appears an Island, from the Land connecting it with the Main being exceedingly low, and quite a Swamp in the Vicinity of Khore Muksa; its Summit forms in turreted Peaks, having ruined Forts and Watch Towers on them; the Hills are naked and barren, and the Valleys but little better; the whole View has, however, a grand and picturesque Appearance.

On the Eastern Side of this Cape the Town of Aden is situated, near the Sea, from whence to the Hills there is a Plain of gradual Ascent; surrounding it are the Mountains, forming an Amphitheatre.

In the Reign of Constantine, Aden was called the Romanum Emporium, owing to its commercial Celebrity, but there is now not more than 90 dilapidated Stone Buildings in the Town, the rest are common Cadjan Huts, the whole huddled together without the slightest Regularity, and built on the Site of the old and once flourishing City. A Visitor, when looking over the Remains of this once opulent mercantile Emporium, cannot but regret the Causes which have led to so great a Change in the course of a few Centuries. Without going further back than the Time of Solyman,

we

we find Aden immediately fixed on as a Port worthy the Acquisition and Conquest of the Turks and Portuguese; long and frequent Struggles with great Slaughter took place in consequence, and the Town, on the decline of Power between these Two rival and ambitious Nations, naturally again fell into the Hands of its original Masters, the Arabs, A. D. 1730, by whose bad System of Government (that is of sole Monopoly united with Tyranny and Oppression both to the resident Merchant and Visitor) the Place has lost its Repute, its Merchants have been driven from it, and it is now a mere miserable Village, without Trade, and but seldom visited but by passing Vessels, who anchor for Protection in its splendid Harbour; in fact, Aden has relapsed from her former Eminence to Poverty and Misery.

Its Scenery has been compared to Cintra by an eminent Traveller, but in my Opinion to create such an Idea, Associations must be very vivid, and must be combined with other Causes than the View before them; for in the dreary, dark, and barren View of Shumran there can be little to create a Contrast or Recollection of that renowned and immortal Hill.

That it was once a flourishing City there can be no Doubt, for the Remains of its Walls, Tanks, Baths, Fortifications, &c. are still visible, also an Aqueduct, which must have been built at great Expense and Labour; it is 16,320 Yards long, the Depth of the Water-course 19 Inches, and Breadth 16 Inches; its whole Breadth 4 Feet 6 Inches; its Composition Red Brick and Stone; it was generally considered a Roman Road until the Place was surveyed, when, through the persevering Exertion of the late Dr. Halton, the Truth was ascertained.

This great Undertaking was, I think, performed by the Turks to ensure a sufficient Supply of good Water to the increasing Population of Aden, and also for the Convenience of watering their Gallies and Shipping in Aden Harbour; besides, what confirms me in the Idea, that, for the large Population at that Period residing there, they were cautious of not trusting too implicitly to the doubtful Seasons for Rain, is the immense Labour they took in cutting Wells through the Rock, to the Depth of from 50 or 60 Feet, and even to 120 feet; and still further to ensure a large Supply for their natural and luxurious Demands, they built Tanks in the Valleys, which, when filled from the Rain running down the Mountains, run over, and the Water descended into other Reservoirs, built at a less Elevation, to receive and preserve it, and so on to the Third, Fourth, and Fifth Reservoirs.

The present Population of the Village, for it is too insignificant to be called a Town, consists of about 600 Souls, 250 of which are Jews, 50 Banians, the rest Arabs, the Two former being the only monied People, and possess the best Houses.

It has a Dowlah, a Custom Master, with One or Two Assistants, and a Guard, varying from 10 to 50 Bedouins, for its Protection.

Its Trade is very trifling. Bugalabs and other Boats from India sometimes dispose of a few Cotton Cloths, small Quantities of Iron, Lead, Rice, on their Way to Mocha; as do Boats from the Gulf, Dates; and Boats from Burburra, Sheep.

Their Exports are small Quantities of Copper and Jowaree. The Dowlah will make what he can by Water, Wood, &c., also upon Travellers, reserving a Portion of the Imposition for his Master, the Sultan.

The Government is despotie in the extreme, founded on the Will, Caprice, and Evasion of an old, imbecile Man, who is rich beyond his Neighbours, and hoards his Pelf to the Injury and Injustice of his Subjects. By his miserly Conduct he has twice nearly lost his Dominions; and it was only in 1836 that his Neighbours, the Futelee Tribe, made an Excursion into his Territory, ransacked Aden of 30,000 Dollars, and then returned without committing further Devastation, by the Advice of the Head of the Family of their revered Saint, Sheik Hydroosse. The Futelees have since made him pay an annual Tribute of 360 Dollars, 360 Mensuries, and 40 Camel Loads of Jowaree.

It is, I believe, generally admitted that one of the many Causes that give rise to the Wealth and Power of a Nation is the Justice and Rectitude of her Laws and System of Government, a proper Encouragement and Distribution of Labour, so that the Produce of the Soil may be increased to reduce the Expenses of the Necessaries of Life. The Chief here disables himself by oppressing all, the Poor in particular; 20 per Cent. upon the Produce of all Wheat, besides the Land-tax, goes to the Chief; 10 per Cent. upon Jowaree, and for every Male, whether poor or rich, he enforces One Dollar annually; and should the Head of a Family die, every Son who has attained Manhood has for the next Year to pay him an extra Dollar; there is, in fact, a Government Tax on every thing; the Owners of Bullocks, Sheep, Camels, &c., have to pay a Tenth to the Sultan.

IX.
 No. 153.
 Remarks on Aden,
 by
 Captain Haines,
 1838.

The Yaffaars and Houshibees each enforce an annual Tribute of 180 Dollars from him; and this Money he obtains by increasing the Oppression of his Subjects, by whom he is detested. They however appear to have a great Regard for his eldest Son Hamed, who appeared to possess a far more liberal, generous, and enlightened Mind than his Father.

During my Stay in Aden this Time I visited, in Company with Three Officers of the Sloop Coote, the principal Fortifications about Aden, and we discovered a most magnificent Road leading to the Summit of Gbul Shumsan, by which we ascended to visit the Fortifications. A Wall with small Forts, containing Reservoirs for Water, originally extended along the whole Range; but it has by Time and Exposure gone to Decay; some Remains are still visible. The Road to ascend is, however, by far the most splendid Remains of Antiquity I have seen. It commences at about 900 or 1,000 Feet above the Level of the Sea, and is built of large loose Stones, so beautifully laid that in some Places it appears as if Three Centuries had not misplaced a Stone; it is about 10 or 12 Feet broad, and built in a zigzag Direction up the Mountain, the Angle of the Elevation varying from 20 to 40 Degrees; its whole Length to the Summit, I should imagine, between 5,000 and 6,000 Feet, and in some Places it is built to keep the Line of Ascent equal full 20 Feet high. What they could have incurred so much Labour and Expense for I cannot conceive, for the Mountain affords a most perfect Barrier for the Security of the Town, without the Line of Fortifications that originally extended along it; but it at once convinces a Person that Aden indeed must have been a Place of the utmost Importance, when they could commence and finish in such a masterly Style so great an Undertaking; it is one that would do Credit to any Engineer of the present Day.

The fortified Island of Seerah would, with the British, be a most important Point of Defence, as indeed it must have been originally, from the Remains now visible. It is elevated above the Sea 430 Feet, and united, at Low Water, to the Main by a narrow Neck of Land. It is very small, but being precipitous and easily defended, a most determined Resistance could effectually be made by a Handful of Men against Hundreds. It commands the Eastern Bay and Town most completely.

Its original Fortifications have been designed by a Man of Talent, and built strong, the triangular Fort on the Summit commanding the whole. All now are in a decayed and dilapidated State, except the Round Tower on the North Point.

There are Two Reservoirs almost perfect, in fact they only require clearing out and rechunaming to make them retain Water; One, either a Well or a Tank, is filled up. The lower Fort is in a dilapidated State.

The Tower is strong and perfect, and has a Magazine under it; from it, at a gradual increasing Elevation, there is, a Piece of Ground capable of building on; it is about 380 Feet long, and from 60 to 150 broad. This would be a very excellent Place for any European Troops, or for an Hospital; it would ensure them a cool refreshing Breeze if one existed.

A rough Sketch of the Rock taken from the Town, with a rough Outline of its Fortifications from the Summit, will give a better Idea than a written Description. I therefore took one, and place it as an Accompaniment to these brief Remarks.

There are many extensive and splendid Tanks built in the Valleys surrounding the Town, that only require Repairs to enable a large Population to receive an ample Supply of Water; there are also numerous fine Wells in every Part, One Fifth of which are now not used, and those even in daily Use would afford treble the Supply if cleaned out: others are entirely filled up: the Water from the interior Wells I found delicious. These Considerations are worthy of Notice, if Aden becomes a British Port, for the Population will be increasing daily, with Trade. Near the Shipping in the Harbour of Gubet Toowye I would recommend Tanks being made, for it would well repay the Expense by an after Diminution of Labour, as well as facilitate receiving the same; at present Ships have to send their Boats up near the Pass, and their Casks are filled from Skins, conveyed partly by Men and Asses; it is very slow Work, and much retarded by the monopolizing System of nearly One Half going to the Sultan, a Perquisite to the Dowlah, and One for the Guard at the Pass.

At present there is not a single House in Aden fit for a European to reside in; nor are there any Bricklayers, Carpenters, or Blacksmiths; every Material in the first instance must be brought from India, as well as Men to erect Dwelling Houses, Fortifications, &c.; there are only Two Articles that can be obtained with Advantage on this Coast, which are the Zanzibar Rafter, called by the Arabs Khormedarab, and Chunam from Maculla.

The

The Imports and Exports of Aden, as they now are, are scarcely worthy of Remark, being so trivial; its Exports are almost solely confined to Jowaree and Wheat, the Produce of the low cultivated Ground in the Vicinity of Lahedge. Coffee is brought down for Export from the inland Mountains, but not shipped at Aden, owing to the severe Duty enforced on every Bag, which is between 16 and 18 Dollars; the Owners of the same therefore forward it to Bier Hamed, in the Haggrabee Territory, the Chief of which Tribe, Sultan Hamed ben Maidee, only enforcing One and Two Dollars per Bag on shipping it, thereby monopolizing the whole Trade in Coffee through his Territory, which has given great Offence to Sultan M. Houssain ben Fudthel of the Abdalees, who has by the numerical Strength of his Tribe enforced an annual Tribute from the Haggrabees in consequence.

The Imports are merely what few Articles are required for the Consumption of his Tribe, and consist principally of Rice, Dates, Cotton, Spices, with a small Quantity of Iron and Lead. On Rice and Dates he levies a Duty of One Dollar per Bag, the original Price being Two and Three Dollars; and not content with that Oppression, I have known the old Sultan purchase several Hundred Bags of Dates, and then compel every Merchant to take a certain Portion from him for Resale, he fixing the Price, with the Custom Duties added.

Sheep are brought from Buiburra during the North-east Monsoon, and disposed of with Profit, although the Sultan enforces a Duty on the same.

Aden would, no doubt, if under the British Government, soon become a Place of the first mercantile Importance, and be a Town of the first Magnitude in Arabia, its geographical Position at once pointing out its Advantages, and its Harbour being not only safe and easy of Access, either by Day or Night, but sufficiently capacious to enable an immense Fleet to ride within it in perfect Security.

The Town of Sennaa is only Seven or Eight Days Journey from it for Camels with Merchandize; the Coffee Districts are actually nearer to it than Mocha, and the Road equally safe and convenient. Other large Towns in Yemen are not far distant from it, and the rich Towns in the Province of Hadhar-el-mout are open for its Trade. Thus in every point of view is Aden advantageous; and I feel confident that should it ever belong to the British, Mocha in a few Years will decline, and become what Aden now is.

The Mountains to the Northward of Aden produce Gums, Frankincense, and Coffee, which would soon find a Way for Export through a Port under British Law. Its Harbour is immediately North of Burburra, so that Vessels during the North-east Monsoon can reach it with Produce of Africa in 24 Hours, and return with British or Indian Produce and Manufactures in another 24 Hours; such Facility must have its Advantages. All the Produce of Harrah and other large interior Towns on the opposite Coast would find its Way into Aden for Exportation, which consists of Coffee, Gums, Myrrh, Hides, Elephants Teeth and Tusks, Gold Dust, Ostrich Feathers, &c. &c.; in return, our Piece Goods, Chintzes, Cutlery, Rice, &c., which would find a ready Market.

The Province of Yemen and Hadhar-el-mout would also be open for the Introduction of our Manufactures and Goods, both of British and Indian Produce.

The Surat Merchants, Banians, nay even Arab Merchants, would quit Mocha and other Places for Aden, so as to ensure themselves greater Security and Protection; and more indulgent and just Rule; and Aden, from containing a Population of a few Hundreds, and a few miserable hovels, would in a few Months attain Thousands, and a flourishing Town would be seen rising upon the Site its former Magnificence.

situated as Aden Harbour is, a Ship or Boat can at all Seasons visit it and quit with Facility; not so from Mocha, for (particularly in January and February) if a Merchant Vessel once enters the Strait, and arrives at Mocha, she must either proceed upward with the southerly and incessant Gales, or remain until they abate. I have known Vessels in March, April, and May, Six, Seven, and Eight Days tarry from Mocha to the Straits, a Distance of little more than 40 Miles. These are Considerations to the Merchant worthy his Attention, for the Detention is not the only Annoyance; his Vessel, by being able to obtain a Cargo at Aden, will save the great Wear and Tear which she would experience on her Return from the Sea, unless, like the present Arab Merchant, she waited for the North-west Winds in June and July; and it must be recollected that when blowing from South by East a hard Gale, a fine single reefed Top-sail and Top-gallant

IX.
 No. 153.
 Remarks on Aden,
 by
 Captain Haines,
 1838.

gallant Breeze from East-north-east will be blowing at Aden; in the former Roadstead, a Vessel will lie with a whole Chain an End, and Top-gallant Mast struck, and Yards braced by, without being able to communicate with the Shore; when at the same Time, in Aden Harbour, she will lie within a few Yards of the Shore, in perfect smooth Water, with the Bight of her Chain scarcely taught.

It would be needless my remarking on the Position of Aden for a Coal Depôt, it having been already considered on by abler Heads than mine; but as a Sailor who well knows the Place from long Experience, it will not be considered presumptuous in my observing it is the best adapted Port in Existence for our Over- and Communication *vid* the Red Sea; it is in fact perfect as such, and if a Pier were built, Steamers could at all Times and Seasons lay alongside of it and receive their Coal.

I beg to apologize for the hasty Manner in which I have written these few brief Observations, other Reports of greater Consequence having completely occupied my Time and Attention.

S. B. HAINES.

No. 154.

CHART OF ADEN.

No. 155.

MAP OF YEMEN.

Indian Papers,
N° IX,

CORRESPONDENCE

RELATING TO

A D E N.

(Presented by Her Majesty's Command)

*

Ordered to be printed 28th May 1859.

No. 7.

INDIAN PAPERS.

Occupation of Karrak.

India Board, }
26 March 1839. }

JOHN HOBHOUSE.

(PRESENTED BY HER MAJESTY'S COMMAND.)

Ordered, by The House of Commons, to be Printed,
27 March 1839.

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L I S T.

- No. 1.—The Secretary to the Government of India with the Governor-general to Her Majesty's Minister in Persia; 1 May 1838 - - - - - p. 3
- No. 2.—Ditto to the Secretary to the Bombay Government; 1 May 1838 - - - - - p. 3
- No. 3.—The Governor-general of India to the Secret Committee; 1 May 1838 - - - - - p. 4
- No. 4.—Resolutions of the Governor in Council at Bombay; 19 May 1838 - - - - - p. 4
- No. 5.—The Bombay Government to the Secret Committee; 21 May 1838 - - - - - p. 5
- No. 6.—Captain Hennell to the Secretary to the Bombay Government; 18 June 1838 - - - - - p. 6
- No. 7.—The Secretary to the Bombay Government to Captain Hennell; 3 July 1838 - - - - - p. 6
- No. 8.—Capt Brucks, of the Indian Navy, to the Secretary to the Court of Directors; 19 June 1838 - - - - - p. 6
- No. 9.—Captain Hennell to the Secretary to the Bombay Government; 20 June 1838 - - - - - p. 7
- No. 10.—The Secretary to the Bombay Government to Captain Hennell; 3 July 1838 - - - - - p. 7
- No. 11.—Ditto to the Secretary with the Governor-general; 3 July 1838 - - - - - p. 8
- No. 12.—Captain Hennell to the Secretary to the Bombay Government; 22 June 1838 - - - - - p. 8
- No. 13.—Ditto to the Governor of Bushire; 21 June 1838 - - - - - p. 8
- No. 14.—The Governor of Bushire to Captain Hennell; 21 June 1838 - - - - - p. 8
- No. 15.—The Secretary to the Bombay Government to Captain Hennell; 3 July 1838 - - - - - p. 9
- No. 16.—Ditto to the Secretary with the Governor-general; 3 July 1838 - - - - - p. 9
- No. 17.—The Bombay Government to the Secret Committee; 11 July 1838 - - - - - p. 9
- No. 18.—Captain Hennell to the Secretary to the Bombay Government; 25 June 1838 - - - - - p. 10
- No. 19.—Ditto to ditto; 1 July 1838 - - - - - p. 10
- No. 20.—Ditto to Lieut.-Col. Sherrif - - - - - p. 10
- No. 21.—Ditto to ditto - - - - - p. 10
- No. 22.—The Bombay Government to the Secret Committee; 14 July 1838 - - - - - p. 11
- No. 23.—Captain Hennell to the Secretary to the Bombay Government; 7 August 1838 - - - - - p. 11
- No. 24.—Ditto to the Secret Committee, 11 August 1838 - - - - - p. 11
- No. 25.—The Secretary to the Bombay Government to Captain Hennell; 13 September 1838 - - - - - p. 11
- No. 26.—Ditto to the Secretary with the Governor-general; 13 September 1838 - - - - - p. 12
- No. 27.—Ditto to ditto; 27 September 1838 - - - - - p. 12
- No. 28.—Captain Hennell to the Secret Committee, 26 October 1838 - - - - - p. 12
- No. 29.—Ditto to ditto; 27 October 1838 - - - - - p. 12
- No. 30.—Ditto to the Secretary to the Bombay Government; 29 October 1838 - - - - - p. 13
- No. 31.—The Secretary to the Bombay Government to Captain Hennell; 5 December 1838 - - - - - p. 13
- No. 32.—The Bombay Government to the Secret Committee; 5 December 1838 - - - - - p. 13

India Board, March 1839.

No. 7.

Occupation of Karrah.

— No. 1. —

W. H. Macnaghten, Esq., Secretary with the Governor-general of India, to
John McNeill, Esq., Her Britannic Majesty's Envoy Extraordinary and
Minister Plenipotentiary at the Court of Persia.

No. 1.
The Secretary with
the Governor-
general of India to
H. M. Ambassador
in Persia, 1 May
1838.

(Extract.)

Simla, 1 May 1838.

I AM directed by the Governor-general of India to acknowledge the receipt of your Excellency's letter dated the 7th ultimo, with the copies of dispatches to the address of Her Majesty's Principal Secretary of State for Foreign Affairs, which accompanied it, and for which his Lordship desires me to tender to you his best thanks:

His Lordship gathers from these documents, that the state of our relations with Persia is at the present moment exceedingly critical. It has occurred to the Governor-general, that it might prove of very essential aid to your negotiations, were as many cruisers as can be spared for the service, together with a regiment of native infantry, dispatched to the Persian Gulf, to hold themselves in readiness for any service on which your Excellency might deem it expedient, under the orders of Her Majesty's Government, or the general authority which you may possess from it, to employ them, with a view to the maintenance of our interests in Persia. A recommendation to this effect will accordingly be made immediately to the Governor in Council of Bombay, who will further be requested to dispatch the Hugh Lindsay to the Gulf, with a view of conveying rapid intelligence to India of the state of affairs in Persia, in the present highly critical emergency.

His Lordship understands from a demi-official communication with which your Excellency has favoured him, that it is your intention to proceed to Herat, with a view of prevailing on His Majesty the Shah to raise the siege of that city. Your Excellency is fully aware of the great importance attached by the British Government in India to the preservation of the integrity of that place, and his Lordship would be glad of any efforts you can make to save it, which may not be inconsistent with the instructions under which you are acting from Her Majesty's Government.

— No. 2. —

W. H. Macnaghten, Esq., to *J. P. Willoughby*, Esq., Secretary to the Government
of Bombay.

No. 2.
The Secretary with
the Governor-
general to the
Secretary to the
Bombay Govern-
ment, 1 May 1838.

Sir,

Simla, 1 May 1838.

I AM desired by the Right Honourable the Governor-general of India to acknowledge the receipt of your letter, dated the 16th ultimo, transmitting a packet from the Envoy Extraordinary in Persia, to my address, containing copies of dispatches to Her Majesty's Principal Secretary of State for Foreign Affairs, and, in reply, to forward to you the accompanying copy of a letter this day written to Mr. McNeill.

It is requested that the Right Honourable the Governor in Council will comply with the suggestions contained in the second paragraph of that letter, at the earliest practicable period, if the troops and cruisers can be conveniently spared; and that the Hugh Lindsay may be forthwith dispatched with the accompanying dispatch to Mr. McNeill, with instructions to the Resident at Bushire to forward it to his Excellency either at Herat, or Tehran, or wherever he may happen to be.

OCCUPATION OF KARRAK.

The Hugh Lindsay should be considered at the disposal of Mr. McNeill, or, failing instructions from his Excellency, of the Resident at Bushire, until the present crisis is passed.

I have, &c.
(signed) *W H. Macnaghten.*

No. 3.
The Governor-general to the Secret Committee, 7 May 1838.

— No. 3. —

The Governor-general of India to the Secret Committee of the Court of Directors of the East India Company.

(Extract.)

Simla, 1 May 1838.

You will observe that, with reference to the very critical state of our relations with Persia, I have taken upon myself to request the Bombay government to dispatch the Hugh Lindsay to the Gulf, with a regiment, and such cruisers as can be spared, having reason to believe that, in the opinion of Her Majesty's Envoy, the presence of this force will tend materially to the success of his negotiation.

No. 4.
Proceedings held at an Extraordinary Council of the Bombay Government, 19 May 1838.

— No. 4. —

Proceedings held at an Extraordinary Council of the Bombay Government, on the 19th May 1838.

Read and recorded a letter from Mr. Secretary Macnaghten, dated the 1st instant, with its enclosure of the same date, being copy of a letter from Mr. Secretary Macnaghten to his Excellency John McNeill, Esq., Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary at the court of Persia.

The Board having taken the above into consideration, and having consulted Rear-admiral Sir Charles Malcolm, superintendent of the Indian navy, Major Neill Campbell, acting quartermaster-general of the army, Captain Turner, mint engineer, and Captain Lowe, commanding the Honourable Company's steamer *Berenice*, as to the best and easiest mode of equipping and transporting a small force to the Persian Gulf, it is unanimously resolved as follows:

That, in consideration of the probable importance of the dispatches received yesterday by express from the Governor-general at Simla, it is not expedient that the departure of the *Berenice* with the overland mail, on the 21st instant, should be interfered with.

That, with reference to that part of the Governor-general's instructions directing that the Hugh Lindsay steamer be sent to the Persian Gulf, his Lordship be informed that both Rear-Admiral Sir Charles Malcolm and Captain Lowe being of opinion that at this late season of the year it is more than doubtful whether this vessel could reach Muscat, and that on failure thereof she would have no alternative but to return to Bombay, it is impossible that this part of the instructions can be carried into effect.

That it appearing that the Honourable Company's steamer *Semiramis* can be got ready for sea in ten days from this date, and that as this vessel has been directed to proceed to Calcutta to try an experiment, which ought to yield to the necessity of complying with the Governor-general's orders in an emergency of the present description, she be dispatched to the Persian Gulf, with as many troops on board as she can conveniently accommodate.

That as it distinctly appears, from the statements of Sir Charles Malcolm, that the *Tigris* can carry no troops, and the *Coote* a very few, while the *Semiramis* cannot well carry above 300, Sir C. Malcolm be directed to endeavour to engage a vessel of 400 or 500 tons for the conveyance of troops to the Persian Gulf.

That he be directed to prepare the Company's sloop of war *Coote* for service in the Persian Gulf with all practicable dispatch.

That the Company's brig of war *Tigris*, now ready for sea, be ordered to proceed to the Persian Gulf as soon as dispatches can be prepared for the Envoy in Persia, and the Resident at Bushire, informing those officers

of the measures about to be adopted by this Government, to give effect to the instructions of the Governor-general.

That by the above vessel orders be issued to the Resident at Bushire, to concentrate the whole of the squadron in the Persian Gulf at Bushire, or at the Isle of Karrak.

That, provided tonnage can be obtained, a force consisting of 500 rank and file of native infantry, and two six-pounders, completely equipped for service, be dispatched with as little delay as possible to Bushire.

That the native infantry be composed of detachments from the 15th, 23d and 24th regiments, and the marine battalion, now forming part of the garrison of Bombay, in order to admit of those castes being selected which are likely to suffer least from a sea voyage.

That it being highly desirable that an officer of judgment and experience should be selected to command on this service, the President proposes that Lieutenant-colonel Shirriff be specially selected to command the expedition, and be directed to place himself under the political control of the Resident in the Persian Gulf.

That the commissariat department be directed to provision the troops for a period of six weeks; that all indents connected with the expedition, be passed as on an emergent service, and that all expenses incurred be debited to the Government of India.

That Captain Hennell be directed to make the best arrangements in his power for landing the troops, he being informed that the island of Karrak appears to this Government to be the most convenient spot for this purpose, and that he also be informed that the troops are placed under his political control, subject to the instructions of the Envoy in Persia.

That a copy of Mr. Secretary Macnaghten's letter of the 1st instant, and of its enclosure, be transmitted to Captain Hennell in explanation of his Lordship's views in ordering this demonstration.

That the Resident be directed to apprise the Envoy in Persia of the arrival of these troops, and of their being placed entirely at his Excellency's disposal.

That the Resident be directed to apprise the Persian authorities at Bushire that the troops are sent on a special service to the Gulf, and that the British Government hope that they will make no objection to their being landed at Karrak, and that they will afford every aid in effecting that object; Captain Hennell being informed that it is left to his discretion to land them on that island, even in opposition to the wishes of those authorities, provided he deems this necessary and expedient, and that it can be done without compromising the safety of the troops.

That the dispatches recently received from the Governor-general to the Envoy in Persia, be forwarded by the Semiramis, together with duplicates of the dispatches of this Government, to be sent by the Tigris.

That a copy of Mr. Secretary Macnaghten's letter, and enclosure, of the 1st instant, and a copy of these Resolutions, be forwarded to the Secret Committee of the Court of Directors, by the steamer Berenice.

That a copy of these Resolutions be immediately transmitted to the Governor-general, and to the Government of India, with an intimation that, being unable to carry into effect literally the instructions of the Supreme Government, we have felt it our duty to comply, in the best manner our means will permit, with those instructions, in a case in which the interests of the British empire may be materially, and perhaps vitally, involved.

—No. 5.—

The Governor in Council at Bombay to the Secret Committee.

Honourable Sirs, Bombay Castle, 21 May 1838.

We have the honour to transmit to your Committee, by the steamer Berenice, which leaves this day with the overland mail for Suez, copy of a dispatch from the Secretary to the Governor-general of India, dated the 1st instant, relative to the present unsettled state of affairs in Persia.

131—IV.

A 3

In

No. 5:
The Bombay
Government
to the Secret
Committee, 21
May 1838.

OCCUPATION OF KARRAK.

In reference to the second paragraph of Mr. Secretary Macnaghten's letter above adverted to, we beg to forward to your Committee a copy of the resolutions of this Government for carrying into effect the wishes of his Lordship, and to express our hope that the measures which we have deemed it our duty to adopt, will meet the approval of your Committee

We have, &c.

(signed) *R. Grant.*
J. Farish.
Geo. W. Anderson.

No. 6.
Captain Hennell to
the Secretary to
the Bombay
Government,
18 June 1838.

—No. 6.—

Captain *Hennell*, Resident at Bushire, to *J. P. Willoughby*, Esq.
(Extract.)

Bushire, 18 June 1838.

THIS morning, by the *Semiramis* steamer, I had the honour to receive the important letter addressed to Her Majesty's Minister at the court of Persia, and now beg to acquaint you that it has been dispatched to Tehran, under charge of my jellowdar, and a cossid mounted from my stable, under instructions to use every exertion for its speedy and safe conveyance to its destination.

No. 7.
The Secretary to
the Government of
Bombay to Cap-
tain Hennell,
3 July 1838.

—No. 7.—

L. R. Reid, Esq., Secretary to the Government of Bombay, to
Captain *Hennell*.

Sir,

Bombay Castle, 3 July 1838.

I AM directed to acknowledge the receipt of your letter, dated the 18th ultimo, No. 37, and to acquaint you that the Governor in Council approves of your having forwarded the dispatch to the Envoy in Persia, in the manner therein indicated.

I have, &c.
(signed) *L. R. Reid*

No. 8.
Com. Brucks to
the Secretary to
the Court of
Directors,
19 June 1838.

—No. 8.—

Commodore *Brucks*, of the Indian Navy, to *J. C. Melville*, Esq., Secretary to the Court of Directors.

(Extract.)

Steamer *Semiramis*, *Karrak Island*,
19 June 1838.

AGREEABLE to my instructions, I have the honour to acquaint you, for the information of the Court of Directors of the East India Company, that the *Semiramis* anchored at this island at 1.30 P.M. this day, having sailed from Bombay on the 4th June at 4 P.M.; arrived at Muscat at 7 P.M. of the 11th; sailed from thence at 10 P.M. of the 13th; anchored off Bushire at midnight of the 17th, and sailed from thence this morning.

We had 387 troops and followers, besides two guns, carriages and ammunition embarked. On the passage across, except the two last days, we had a moderate monsoon; on those days we had a strong wind from south-west, with an increasing head sea. Considering the great top weight (for all were on deck), we made good way, averaging 128 miles per diem. We should have done much better, but had only two firemen who had ever seen a coal fire; the consequence was, we never could get the steam kept up; two inches, instead of three and a half, being the highest it ever rose on the gauge.

The troops, I am happy to say, are now being landed, with the consent of the authorities of the place.

OCCUPATION OF KARRAK,

7

— No. 9. —

Captain *Hennell* to the Secretary to the Government of Bombay.

(Extract.)

H. C. Steamer *Semiramis*, off *Karrak*,
20 June 1838.

No. 9.
Captain *Hennell* to
the Secretary to
the Bombay
Government,
20 June 1838.

I EMBARKED early yesterday morning on board the *Semiramis*, and, accompanied by the *Hugh Lindsay* steamer, reached the island of *Karrak* about 1 o'clock P.M.

Finding no notice taken of the gun which had been fired for a boat, I sent my Arabic meerza, *Hajee Ahmed*, on shore, with a message to *Sheik Nasir*, requesting he would pay me a visit on board, as I wished to communicate with him upon matters of consequence. The meerza did not return until the afternoon, when I learnt from him that *Sheik Nasir* with six boats had that morning gone over to *Bushire Roads*, for the purpose of having an interview with me upon the subject of his own affairs. He added that *Sheik Abdoolah* (the uncle of *Sheik Nasir*), and the only authority here, was too much alarmed to come off, and that he was very anxious that I should wait the return of his nephew. To do this, however, appeared to me only a waste of valuable time; and it was therefore arranged that the troops should forthwith commence their landing in the boats of the steamers; while I, accompanied by my meerza, proceeded on a native bugalah to the fort. I was met on the beach by *Sheik Abdoolah*, who appeared much relieved on seeing me. I told him, in a few words, that the British Government had sent up a body of troops upon a special service, and that the island of *Karrak*, on account of the salubrity of its climate, had been chosen for their place of residence. The *Sheik* replied that the island, its inhabitants, and everything it contained, were entirely at our disposal. I then intimated that it was desirable the vessels should be unladen as quickly as possible, as one was to return immediately to *Bombay*; and begged he would give orders for the native boats to go off, and assist in the disembarkation, upon the usual hire; with which request he immediately complied. The assistance given by the steamers' boats and the *Karrak* bugalahs was so effective, that before dark all the troops, excepting a guard and working party on board each vessel, were landed.

The whole of this day has been employed in landing the guns and stores. The tents sent from *Bombay* on board the steamers, being too few in number to cover the troops and officers, without their being much crowded, I placed the whole of those belonging to the residency at the disposal of *Lieut.-colonel Shirriff*, so that, with this addition, the whole detachment will be comfortably lodged until the *Tamerlane* transport brings up the remainder of the tents.

The island of *Karrak* abounds with wells, and springs of excellent water; but the limited population can furnish but small supplies for the troops. As far, however, as my inquiries go, there will be no great difficulty experienced in procuring these from the neighbouring ports of *Gonaya*, *Bunder Reight*, and *Bushire*.

The presence of the schooner *Emily*, at the present juncture, would have been attended with great advantages, as she would have been very useful in carrying supplies, and keeping up the communication between the troops on the island, and the residency at *Bushire*. I propose, however, to supply her place, as far as possible, by hiring a suitable vessel, if I can meet with one upon reasonable terms, to be employed as a tender.

— No. 10. —

L. R. Reid, Esq., to Captain *Hennell*.

Sir,

Bombay Castle, 3 July 1838.

I AM directed to acknowledge the receipt of your letter, dated the 20th ultimo, announcing the arrival of the detachment from *Bombay*, and its disembarkation on the island of *Karrak*, and to inform you that the Governor in Council approves of all your proceedings as therein reported.

I have, &c.
(signed) *L. R. Reid*.

No. 10:
The Secretary to
the Bombay Government to
Captain *Hennell*,
3 July 1838.

— No. 11. —

No. 11.
The Secretary to
the Bombay Go-
vernment to the
Secretary with the
Governor-General
of India, 3 July
1838.

L. R. Reid, Esq., to the Secretary with the Governor-general of India.

Sir,

Bombay Castle, 3 July 1838.

I AM directed by the Governor in Council to transmit to you, for the purpose of being submitted to the Governor-general of India, the enclosed copy of a letter from the officiating Resident in the Persian Gulf, dated the 20th ultimo, announcing the arrival of the detachment from Bombay, and its disembarkation on the island of Karrak, and of my reply thereto of this date.

I have, &c.
(signed) *L. R. Reid*.

— No. 12. —

No. 12.
Captain Hennell to
the Secretary to
the Bombay
Government,
21 June 1838.

Captain *Hennell* to *J. P. Willoughby*, Esq.

(Extract.)

22 June 1838.

I HAVE the honour to report my return yesterday to Bushire from Karrak, on board the steamer *Semiramis*, in company with the *Hugh Lindsay*.

I now do myself the honour to enclose, for the information of the Governor in Council, a copy of a note addressed by me to *Meerza Abbas*, the governor of Bushire, immediately subsequent to my return, upon the subject of the location of the troops in the island, together with a copy of his reply to the same.

— No. 13. —

No. 13.
Captain Hennell to
the Governor
of Bushire,
21 June 1838.

Captain *Hennell* to *Meerza Abbas*, the Governor of Bushire.

Bushire, 21 June 1838.

HAVING been much engaged on the arrival of the Government vessels with packets from Bombay, I had not leisure to wait upon you to explain the reason of my sudden departure from Bushire; but I take the earliest opportunity after my return, to acquaint you, that the British Government having sent a body of troops to the Persian Gulf, upon a special service, I have been instructed to intimate the same to you, and to acquaint you that, on account of the superiority of Karrak over Bassadore, and every other island, in point of climate, the troops have been landed there. At the same time I have been directed to express the hopes entertained by the British Government that you will show them all kindness, and afford them every aid during their stay, particularly in allowing boats to carry out supplies of whatever may be required.

(signed) *S. Hennell*.

— No. 14. —

No. 14.
The Governor
of Bushire to
Captain Hennell,
1 June 1838.

Meerza Abbas to Captain *Hennell*.

Persian Gulf, 21 June 1838.

I HAVE had the honour of receiving your note brought by *Meerza Juwad*, and have understood what was written and spoken. What you state in apology, that in carrying into effect the orders of your Government you have not had leisure to visit me, and that for the forwarding the service of the *Sirkar* you had been directed to proceed to Karrak on account of the superiority of its climate, this is very good. It is necessary for a subject to perform whatever orders he may receive from his superior.

It is also incumbent upon me to represent to my own Government these new arrangements which have been made and executed by you, and to act according to whatever directions may be sent, as on certain points I do not possess authority

OCCUPATION OF KARRAK.

9

authority to act, and therefore it becomes necessary to apply for instructions, and to be guided by them. Touching transport of supplies to the vessels, as no misunderstanding or separation has taken place between the two States, very good; there is no objection; let them be forwarded.

— No. 15. —

L. R. Reid, Esq., to Captain Hennell.

No. 15.
The Secretary to
the Bombay
Government to
Captain Hennell,
3 July 1838.

Sir,
I AM directed to acknowledge the receipt of your letter dated the 22d ultimo reporting your return to Bushire from Karrak, and submitting the copy of a note addressed by you to Meerza Abbas, the governor of Bushire, on the subject of the location of the troops at Karrak, together with copy of the Meerza's reply; and to acquaint you that the Governor in Council approves of the tenor of your communication to Meerza Abbas.

I have, &c.
(signed) *L. R. Reid.*

— No. 16. —

L. R. Reid, Esq., to W. H. Macnaghten, Esq.

No. 16.
The Secretary to
the Bombay
Government to the
Secretary with the
Governor-General,
3 July 1838.

Sir,
I AM directed by the Governor in Council, to transmit to you, for the purpose of being submitted to the Governor-general of India, the enclosed copy of a dispatch from the officiating Resident in the Persian Gulf, dated the 22d ultimo, reporting the correspondence which he had with Meerza Abbas, the governor of Bushire, on the subject of the location of the British troops at Karrak, and of my reply thereto of this date.

I have, &c.
(signed) *L. R. Reid.*

— No. 17. —

The Governor in Council at Bombay to the Secret Committee.

No. 17.
The Bombay
Government to the
Secret Committee,
11 July 1838.

Honourable Sirs, Bombay Castle, 11 July 1838.

WITH reference to our letter dated the 21st May last, relative to the unsettled state of affairs in Persia, we have the honour to transmit to your Committee copies of dispatches from the officiating Resident in the Persian Gulf, regarding the location of the detachment under Colonel Shirriff in the island of Karrak, and the communications held by Captain Hennell with the governor of Bushire on the subject.

The measures adopted by Captain Hennell, and his communication to the governor of Bushire, relative to the occupation of Karrak, are, in our opinion, very judicious, and have met with our entire approbation.

Copies of the above dispatches have been forwarded to the Governor-general of India, for his Lordship's information.

The dispatches received by the Semiramis from the Persian Gulf, not showing any necessity for the Atalanta's proceeding to that quarter at present, as announced in the Government Gazette of the 28th ultimo, we have determined to await the receipt of further intelligence from the Resident before deciding on the dispatch of that steamer to Bushire.

We have, &c.
(signed) *J. Farish.*
G. W. Anderson

OCCUPATION OF KARRAK.

— No. 18. —

No. 18.
 Captain Hennell to
 the Secretary to
 the Bombay
 Government,
 25 June 1838.

(Extract.) Captain Hennell to J. P. Willoughby, Esq.

Bushire, 25 June 1838.

I WOULD respectfully suggest the extreme expediency, under the present very unsettled and critical posture of affairs, that the field force should be forthwith reinforced by four, or at least two, companies of Europeans, together with an additional detail of guns, artillerymen, ammunition, and military stores.

— No. 19. —

No. 19.
 Captain Hennell to
 the Secretary to
 the Bombay
 Government,
 1 July 1838.

(Extract.) Captain Hennell to J. P. Willoughby, Esq.

1 July 1838.

I HAVE the honour to report, for the information of the Governor in Council, the arrival at this port of the brig of war, Tigris, on the 26th; and on the 29th ultimo, that of the sloop of war, Elphinstone, and transport, Tamerlane; which latter vessel proceeded directly over to Karrak, for the purpose of landing the troops, stores, and coals, upon that island.

On the 28th ultimo the replies from the Shiraz government, to their communications reporting the arrival of the field force, and its location upon the island of Karrak, were received by the authorities of this place. From private information I have reason to believe, that the Prince of Fars does not contemplate any immediate movements of a hostile character; but that it is his intention to await the receipt of instructions from the Shah.

— No. 20. —

No. 20.
 Captain Hennell to
 Lieut.-Col. Sherriff.

(Extract.) Captain Hennell to Lieutenant-Colonel Sherriff.

(No date.)

I HAVE the honour to acquaint you that the steamer, Hugh Lindsay, now proceeds over to Karrak, for the purpose of receiving on board a supply of coals from the Tamerlane transport, which passed this port yesterday afternoon.

As far as I can learn, no movements of a hostile character, consequent upon our occupation of the island of Karrak, are at present contemplated by the government of Shiraz; and as the authorities here continue to exhibit the same friendly conduct as before, the service of the detachment under the command of Lieutenant Jackson, now on board the Hugh Lindsay, may be dispensed with for the present; particularly as the crews and marines of the two vessels of war, Elphinstone and Tigris, now in these roads, are available in case of necessity.

— No. 21. —

No. 21.
 Captain Hennell to
 Lieut.-Col. Sherriff.

Captain Hennell to Lieutenant-Colonel Sherriff.

Sir,

It being advisable that the marines* of the steamer, Hugh Lindsay, should remain attached to the escort of the Bushire residency for the present, may I request the favour of your allowing that vessel to be furnished with a detail of the marine battalion from the field force under your command, to act in the place of the party which has been landed here.

I have, &c.

(signed) S. Hennell.

* Viz. 1 havildar,
 6 privates.

OCCUPATION OF KARRAK.

11.

— No. 22. —

The Governor in Council at Bombay to the Secret Committee.

Bombay Castle, 14 July 1838.

WE have the honour to transmit to your Committee copies of dispatches this day received from the officiating Resident in the Persian Gulf, conveying the latest intelligence of affairs in that quarter.

We have, &c.

(signed) *J. Farish.*

G. W. Andersom

No. 22.

The Bombay Government to the Secret Committee, 14 July 1838.

— No. 23. —

Captain Hennell to *J. P. Willoughby*, Esq.

(Extract.)

Bushire, 7 August 1838.

UP to the present date, with the exception of the impediments thrown in the way of the transmission of supplies to the troops at Karrak, and a few other petty annoyances, no exhibition of hostility has been made by the governor of Bushire, or the authorities of Fars.

No. 23.

Captain Hennell to the Secretary to the Bombay Government, 7 August 1838.

— No. 24. —

Captain Hennell to the Secret Committee.

(Extract.)

Bushire, 11 August 1838.

I HAVE the honour to acquaint you, that this evening I received instructions from the Governor in Council of Bombay, by the *Atalanta* steamer, to apprise your Committee of the latest intelligence which might be in my possession regarding the state of affairs in Persia, and more especially at Herat.

As it is necessary that the *Atalanta* should be immediately dispatched to Bussorah, in order to afford her packets the slightest chance of reaching Beirut in sufficient time for the steamer which leaves that port on the 1st September, I have thought that the instructions of the Government would be best carried into effect by the transmission to your Committee of copies of my last dispatches to Bombay.

No. 24.

Captain Hennell to the Secret Committee, 11 August 1838.

— No. 25. —

J. P. Willoughby, Esq. to Captain Hennell.

(Extract.)

Bombay Castle, 13 September 1838.

WITH reference to my letter dated the 10th instant I am directed by the Governor in Council to inform you, that it has been deemed advisable to increase the detail of artillery to be sent to Karrak, from 12 to 24 men, and to send two light six-pounders with this detachment.

I am at the same time desirous to inform you that the reinforcement of troops now sent to Karrak, is chiefly intended, by having a force there of a character that will be respected, to prevent any attempt to attack it, or if, notwithstanding your representations and remonstrances, should you have the opportunity to offer them, such attempt should be made, Lieutenant-colonel Shirriff may be enabled, with the troops under his command, and the vessels of war at the station, to maintain possession of the island.

No. 25.

The Secretary to the Bombay Government to Captain Hennell, 13 Sept. 1838.

OCCUPATION OF KARRAK.

— No. 26. —

No. 26.
The Secretary to
the Bombay
Government to
the Secretary with
the Governor-
general, 13 Sept.
1838.

J. P. Willoughby, Esq., to W. H. Macnaghten, Esq.

Sir,

Bombay Castle, 13 September 1838.

WITH reference to my letter dated the 10th instant, I am directed by the Governor in Council to transmit to you, for submission to the Governor-general of India, an extract from the proceedings of this Government regarding an increase to the detail of artillery proceeding to Karrak, and the instructions this day issued to the Resident at Bushire, explaining to him the object of the measure.

I have, &c.
(signed) *J. P. Willoughby.*

— No. 27. —

No. 27.
The Secretary to
the Bombay
Government to
the Secretary with
the Governor-
general, 27 Sept.
1838.

J. P. Willoughby, Esq., to W. H. Macnaghten, Esq.

(Extract.)

Bombay Castle, 27 September 1838.

I AM directed by the Governor in Council to acknowledge the receipt of your letter, dated the 3d instant, relative to the sending to the island of Karrak a reinforcement of troops, of the nature indicated by Colonel Shirriff; and, in reply, to refer you to my communications dated the 5th inst. and the 30th ult. from which the Governor-general of India will have learnt that this Government has anticipated his Lordship's instructions.

— No. 28. —

No. 28.
Captain Hennell to
the Secret Com-
mittee, 26 October
1838.

Captain Hennell to the Secret Committee.

(Extract.)

Bushire, 26 October 1838.

I HAVE now the honour to report, that from the date of my last communication until the present time, affairs in this quarter have remained perfectly tranquil, and everything has gone on in its usual routine, excepting that the exportation to Karrak of rice and wheat from this port is strictly prohibited.

The intercourse between Meerza Abbas, the governor of Bushire, and the British Residency, continues of a polite and even friendly character. The subject of the field detachment at Karrak is never alluded to, either by the Shiraz government, or the local authorities. To the present date no symptom of hostility has been exhibited, nor has any attempt been made to garrison the town.

The climate of the island of Karrak has been found exceedingly salubrious by the troops located there: although exposed to the powerful heat of a Gulf summer, under canvas, they have never had more than from three to five individuals sick in the hospital, while in a space of upwards of four months not a single casualty has occurred.

— No. 29. —

No. 29.
Captain Hennell to
the Secret Com-
mittee, 27 October
1838.

Captain Hennell to the Secret Committee.

(Extract.)

Bushire, 27 October 1838.

I HAVE the honour to report, for the information of your Committee, that since closing my letter in this department of yesterday's date I have received a communication from Lieutenant-colonel Shirriff, the commanding officer of the force at Karrak, acquainting me with the arrival there of the merchant ship Ernaad, having on board 300 European troops, and 24 artillerymen, as a reinforcement to the field detachment located upon that island.

OCCUPATION OF KARRAK.

13

— No. 30. —

(Extract.) Captain *Hennell* to *J. P. Willoughby*, Esq.

Bushire, 29 October 1838.

The Government will have been made aware from my former communications, that Sheik Nasir, the late governor of Bushire, on taking flight (under the impression that Meerza Abbas, the present ruler, had been dispatched for the purpose of seizing, and sending him a prisoner to Shiraz), took refuge on that island, which has always been looked upon as the stronghold of the family.

At the period when the field detachment under the command of Lieutenant-colonel Shirriff arrived in the Gulf, that island was in the possession of Sheik Nasir; and with reference to the peculiar circumstances under which the force was sent up; I judged it expedient to land the troops rather as friends than as enemies, consequently, I have not hitherto interfered with the local government of the place, either by taking possession of the defences of the town and small star fort (now occupied by the Sheik and his few followers), or assuming any authority over the native inhabitants.

No. 30.
Captain Hennell to the Secretary to the Bombay Government, 29 October 1838.

— No. 31. —

(Extract.) *J. P. Willoughby*, Esq.; to Captain *Hennell*.

Bombay Castle, 5 December 1838.

I AM directed by the Governor in Council to acknowledge the receipt of your letter, dated the 29th October last, and to acquaint you that the information therein contained, regarding the island of Karrak, now occupied by the British troops, is satisfactory.

With reference to your letter, I am desired to inform you that the necessary orders will be issued from the military department for sending the requisite supply of provisions for the troops at Karrak.

No. 31.
The Secretary to the Bombay Government to Captain Hennell, 5 December 1838.

— No. 32. —

The Governor in Council at Bombay to the Secret Committee.

Honourable Sirs, Bombay Castle, 5 December 1838.

WE have the honour to forward, for the information of your Committee, the accompanying copy of a report from the Resident in the Persian Gulf, dated the 29th October last, regarding the island of Karrak, now occupied by the British troops, which in our opinion is very satisfactory.

* Copy of the reply which we caused to be returned to the Resident, is herewith enclosed; and we hope that our instructions to that officer will meet your Committee's approbation.

We have, &c.

(signed) *James Farish.*
G. W. Anderson.
J. A. Dunlop.

No. 32.
The Bombay Government to the Secret Committee, 5 December 1838.

No. 7.

INDIAN PAPERS.

OCCUPATION OF KARRAK.

[Presented by Her Majesty's Command]

Ordered, by The House of Commons, to be Printed,
27 March 1839
